

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 7, 2009

CHANGE NOTICE NO 2
OF
CONTRACT NO. 071B6200252
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Phoenix Trading, Inc. DBA Amercare Products, Inc. 17661 128th Place NE Woodinville, WA 98072 amercare@verizon.net	TELEPHONE: Wendy Hemming (800) 556-6322
	BUYER/CA (517) 241-1650 Terry Harris
	Contract Compliance Inspector: Terry Harris Personal Hygiene Items - Statewide
CONTRACT PERIOD: From: June 20, 2006 To: June 20, 2010	
TERMS 3% Net 15 Days	SHIPMENT 5 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS No Minimum Order	
MISCELLANEOUS INFORMATION:	

NAUTE OF CHANGE(S):

Effective immediately, this Contract is hereby EXTENDED through June 20, 2010. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor agreement (fax dated 6/22/09) and DMB Purchasing Operations' approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$322,713.31

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

May 27, 2008

CHANGE NOTICE NO 1
OF
CONTRACT NO. 071B6200252
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Phoenix Trading, Inc. DBA Amercare Products, Inc. 17661 128th Place NE Woodinville, WA 98072 amercare@verizon.net		TELEPHONE: Wendy Hemming (800) 556-6322
Contract Compliance Inspector: Terry Harris Personal Hygiene Items - Statewide		BUYER/CA (517) 241-1650 Terry Harris
CONTRACT PERIOD: From: June 20, 2006 To: June 20, 2009		
TERMS 3% Net 15 Days	SHIPMENT 5 Days ARO	
F.O.B. Delivered	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS No Minimum Order		
MISCELLANEOUS INFORMATION:		

NAUTE OF CHANGE(S):

Effective immediately the Mailing address and Mail Code for this Vendor has changed as follows:

Phoenix Trading, Inc.
DBA Amercare Products, Inc.
17661 128th Place NE
Woodinville, WA 98072
(Mail Code 008)

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per email from vendor (Julie Siegel) dated May 22, 2008 and DMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$322,713.31

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 6, 2006

NOTICE
 OF
 CONTRACT NO. 071B6200252
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE: Wendy Hemming (800) 556-6322
Amercure Products, Inc. P.O. Box 25326 Seattle, WA 98165-2226		
Contract Compliance Inspector: Terry Harris		BUYER/CA (517) 241-1650 Terry Harris
Personal Hygiene Items - Statewide		
CONTRACT PERIOD: From: June 20, 2006		To: June 20, 2009
TERMS	3% Net 15 Days	SHIPMENT 5 Days ARO
F.O.B.	Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS No Minimum Order		
MISCELLANEOUS INFORMATION:		

The terms and conditions of this Contract are those of **ITB #07116200032** this Contract Agreement and the vendor's quote dated **November 28, 2005**. 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.

Estimated Contract Value: **\$322,713.31**

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

CONTRACT NO. 071B6200252
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Amercure Products, Inc. P.O. Box 25326 Seattle, WA 98165-2226</p>	TELEPHONE: Wendy Hemming (800) 556-6322 BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Terry Harris <p style="text-align: center;">Personal Hygiene Items - Statewide</p>	
CONTRACT PERIOD: From: June 20, 2006 To: June 20, 2009	
TERMS <p style="text-align: center;">3% Net 15 Days</p>	SHIPMENT <p style="text-align: center;">5 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;">No Minimum Order</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #07116200032 this Contract Agreement and the vendor's quote dated November 28, 2005. 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>	
Estimated Contract Value: \$322,713.31	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No.07116200032](#). Orders for delivery of equipment will be issued directly by the [Department of Management and Budget](#) 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;">Amercure Products, Inc. _____ 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 Anthony Des Chenes, Director _____ Name/Title Commodity Division, Purchasing Operations _____ Division</p> <p style="text-align: center;">_____ Date</p>
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STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services

Contract No. 071B6200252
Personal Hygiene

Buyer Name: Terry Harris
Telephone Number: 517-241-1650
E-Mail Address: harrist@michigan.gov



Personal Hygiene

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Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This Contract contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is for Personal Hygiene products.

1.003 PROJECT CONTROL

Project Control

- a. Amercare will carry out this project under the direction and control of the State of Michigan.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet as necessary with State agency Key Personnel for the purpose of reviewing progress and providing necessary guidance to the Amercare in solving problems that arise.

1.004 COMMENCEMENT OF WORK

Amercare shall show acceptance of this agreement by signing a copy of this Contract and returning it to the Contract administrator. Amercare shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 SPECIFICATIONS

See attached for specifications.

1.102 RESEARCH AND DEVELOPMENT RESERVED

1.103 QUALITY ASSURANCE PROGRAM RESERVED

1.104 WARRANTY FOR PRODUCTS OR SERVICES RESERVED

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

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

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

The Amercare contact for this Contract is:

Wendy Hemming
Amercare
PO Box 25326
Seattle, WA 98165
(800) 556-6322
Amercare@verizon.net



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 Purchase Order Contract Release Form are subject to the terms and conditions of this Contract. In the event of conflict between a Purchase Order Contract Release Form and this contract, this Contract shall control.

If mailed, Purchase Order Contract Release Form is considered "issued" when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

1.203 REPORTING

Amercare 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 resulting Contract may require frequent deliveries to State of Michigan facilities. If security background checks are performed on staff, Amercare shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, Amercare shall provide the results of all security background checks.

The State will decide whether to issue State ID badges to Amercare delivery personnel or accept the ID badge issued to delivery personnel by Amercare.

The State may decide to also perform a security background check. If so, Amercare 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 or driver license number would also be helpful).

Amercare 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 5 calendar days after receipt of order.

1.302 MINIMUM ORDER

No minimum order.

1.303 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.

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 shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders. Other F.O.B. terms will not be accepted and shall disqualify a bidder from further consideration.

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.

1.4 Project Price**1.401 PROPOSAL PRICING**

See attached Item Listing.

1.403 PRICE TERM

This Contract is a Firm Fixed Price Contract. Prices quoted are firm for the length of the Contract.

1.5 Quantity term

Requirements – Vendor agrees to supply all that the state requires



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for Personal Hygiene for the State of Michigan. Exact quantities to be purchased are unknown, however Amercare will be required to furnish all such materials and services as may be ordered during this 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 Amercare by various State Agencies on the Purchase Order Contract Release Form.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

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

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

Amercare proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of this Contract from any individual or office other than Purchasing Operation and the listed Contract administrator

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

Department of Management and Budget
Purchasing Operation
Attn: *Terry Harris*
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-1650
harrist@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 commence with the issuance of a Contract. This will be approximately June 6, 2006 through June 6, 2009.

Option. The State reserves the right to exercise 2 one-year options, at the sole option of the State. Amercare performance, quality of products, price, cost savings, and Amercare ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operation to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Amercare performance, quality of products, price, cost savings, and Amercare ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operation to exercise an option year.



Written notice will be provided to Amercare within 60 days, provided that the State gives Amercare a preliminary written notice of its intent to extend at least 60 days before this 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

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, Amercare 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 (CWHSSA) 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.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and Amercare is that of client and independent Amercare. No agent, employee, or servant of Amercare or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. Amercare 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 this 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 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.

2.011 SURVIVORSHIP

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

2.012 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.

2.013 PURCHASE ORDERS

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

2.1 Amercare Obligations**2.101 ACCOUNTING RECORDS**

Amercare and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to this 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 this Contract period and any extension thereof, and for three years from expiration date and final payment on this Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

Amercare shall make the following notifications in writing:

1. When Amercare 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, Amercare shall notify Purchasing Operation within 30 days.
2. Amercare shall also notify the Purchasing Operation 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.



Amercare shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing Operation 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 Amercare ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Amercare ownership or officer change.

2.103 SOFTWARE COMPLIANCE RESERVED

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) RESERVED

2.106 PREVAILING WAGE RESERVED

2.107 PAYROLL AND BASIC RECORDS RESERVED

2.108 COMPETITION IN SUB-CONTRACTING

Amercare shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.109 CALL CENTER DISCLOSURE

Amercare 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

Amercare 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 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Specific details of invoices and payment will be agreed upon between the Contract Administrator and Amercare after this Contract Agreement has been signed and accepted by both Amercare and Acquisition Services, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operation.

2.203 POSSIBLE PROGRESS PAYMENTS RESERVED

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is **MANDATORY** to State contractors. Amercare are 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 PERFORMANCE OF WORK BY CONTRACTOR RESERVED



2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

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

2.302 AMERCARE RESPONSIBILITIES

Amercare will be required to assume responsibility for all contractual activities, whether or not that Amercare performs them. Further, the State will consider Amercare 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, 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 Amercare to replace subcontractors found to be unacceptable. Amercare 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.

2.303 ASSIGNMENT AND DELEGATION

Amercare 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 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, Amercare may not assign the right to receive money due under this Contract without the prior written consent of the Director of Purchasing Operation.

Amercare shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operation has given written consent to the delegation.

Amercare must obtain the approval of the Director of Purchasing Operation before using a place of performance that is different from the address that bidder provided in the bid.

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 Amercare 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 this Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, Amercare 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 Amercare 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 Amercare of any representation or warranty made by Amercare in this 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 Amercare 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 Amercare, 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 Amercare 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, Amercare 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 Amercare 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 Amercare opinion be likely to become the subject of a claim of infringement, Amercare 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 Amercare, (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 Amercare, (iii) accept its return by the State with appropriate credits to the State against the Amercare 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, Amercare shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Amercare 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 Amercare or any of its subcontractors, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Amercare 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 this 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 Amercare of such claim in writing and take or assist Amercare in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Amercare. No failure to so notify v shall relieve Amercare of its indemnification obligations except to the extent that Amercare 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 Amercare agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Amercare 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 Amercare expense, and Amercare will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Amercare 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) Amercare shall, at the request of the State, demonstrate to the reasonable satisfaction of the State Amercare financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Amercare 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 Amercare given within ten (10) days after the State's receipt of Amercare information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Amercare has failed to demonstrate to the reasonable satisfaction of the State Amercare 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 Amercare 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 Amercare. If it is determined that the claim was one against which Amercare was required to indemnify the State, upon request of the State, Amercare shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither Amercare 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 Amercare; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Amercare 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**

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

2.308 FORM, FUNCTION, AND UTILITY

If this 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, Amercare 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 PURCHASING FROM OTHER STATE AGENCIES RESERVED**2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Amercare must provide for up to ninety (90) days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Amercare for any resources utilized in performing such transition assistance at the most current rates provided by this Contract for Contract performance.

2.312 RESERVED**2.313 RESERVED****2.314 WEBSITE INCORPORATION**

State expressly states that it will not be bound by any content on Amercare website, even if Amercare 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 Purchasing Operation of the properly executed Contract Agreement(s), the person named below will be allowed to oversee this Contract performance on a day-to-day basis during the term of this Contract. However, overseeing this 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 Purchasing Operations.** This Contract Compliance Inspector for this project is:

Terry Harris, Buyer
Michigan Department of Management and Budget
Purchasing Operation
Mason Building
530 W. Allegan St.
Lansing, MI 48909
harrist@michigan.gov



2.402 PERFORMANCE REVIEWS

Purchasing Operation in conjunction with various State agencies may review with Amercare their performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Amercare 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 this Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operation, Amercare 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 Purchasing Operation, this Contract may be canceled for default. Delivery by Amercare 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

Amercare agrees that the State may, upon 24-hour notice, perform an audit at Amercare location(s) to determine if Amercare is complying with the requirements of this Contract. Amercare agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with this 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 this Contract, shall be considered default by Amercare of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Amercare 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, Amercare 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 this Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. Amercare shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. Amercare 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 Amercare fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods)

Warranty of Merchantability – Goods provided by Amercare 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.



Warranty of fitness for a particular purpose – When Amercare has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor’s skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Amercare shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Amercare, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES

This Contract will contain customary representations and warranties by Amercare, including, without limitation, the following:

1. Amercare will perform all services in accordance with high professional standards in the industry;
2. Amercare will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. Amercare will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. Amercare will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. Amercare will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. Amercare will perform the services in a manner that complies with all applicable laws and regulations;
7. Amercare has duly authorized the execution, delivery and performance of this Contract;
8. Amercare is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.
9. This Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this Contract, on behalf of Amercare.
10. Amercare is qualified and registered to transact business in all locations where required.
11. Neither Amercare nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Amercare performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Amercare shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

2.506 STAFF RESERVED

2.507 RESERVED

2.508 EQUIPMENT WARRANTY 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 Amercare 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 Amercare, the State shall provide Amercare 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 this 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 this 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, workaround 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 this Contract for so long as the delay in performance shall continue;
3. The State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) this Contract will be canceled without liability of the State to Amercare as of the date specified by the State in a written notice of cancellation to Amercare. 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 Amercare which are caused by acts or omissions of its subcontractors will not relieve Amercare of its obligations under this Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and Amercare cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround 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 Amercare breaches any of its material duties or obligations under this 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 Amercare, 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, Amercare 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 this 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 Amercare 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 this 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 this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of this Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving Amercare 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. Amercare 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 Amercare. The State shall give Amercare 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 Amercare, an officer of Amercare, or an owner of a 25% or greater share of Amercare, 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 Amercare 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 Amercare or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

A. Rights and Obligations Upon Termination

- (1) If this Contract is terminated by the State for any reason, Amercare shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Amercare by any entity, agent or employee of the State, (d) in the event that Amercare maintains title in equipment and software that is intended to be transferred to the State at the termination of this Contract, Amercare will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of this Contract and which are resulting from this Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Amercare for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Amercare adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Amercare for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Amercare shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Amercare for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (3.) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Amercare the amount of any damages for which Amercare is liable to the State under this Contract or pursuant to law or equity.
- (4.) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

**B. Termination Assistance**

If this Contract (or any Statement of Work issued under it) is terminated for any reason before completion, Amercare agrees to provide for up to two-hundred seventy (270) calendar days after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. The State shall compensate Amercare for such termination assistance at the same rates and charges set forth in the Contract on a time and materials basis in accordance with the Labor Rates indicated within Contractors pricing section. If this Contract is terminated by Amercare under **Section 20**, then Amercare may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under this Contract.

C. Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

D. End of Contract Transition

In the event this Contract is terminated, for convenience or cause, or upon expiration, Amercare agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, Amercare agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 270 calendar days. These efforts shall include, but are not limited to, the following:

- (1) Personnel - Amercare shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. Amercare shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of Amercare subcontractors, as necessary to meet its needs, Amercare agrees to reasonably, and with good-faith, work with the State to use the Services of Amercare's subcontractors.
- (2) Knowledgeable Personnel. Amercare will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. Amercare personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.
- (3) Information - Amercare agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under this Contract. Amercare will also provide any licenses required to perform the Services under this Contract.
- (4) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, Amercare will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.
- (5) Single Point of Contact. Amercare will maintain a Single Point of Contact (SPOC) for the State after termination of this Contract until all product and service obligations have expired.

**2.703 LIQUIDATED DAMAGES RESERVED****2.704 STOP WORK RESERVED****2.705 SUSPENSION OF WORK RESERVED**

The Contract Administrator may order Amercare, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that this Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this Contract, or (2) by this Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and this Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of Amercare, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before Amercare shall have notified this Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under this Contract.

2.8 Changes, Modifications, and Amendments**2.801 APPROVALS**

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.

2.802 TIME EXTENTIONS

Time extensions for Contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that this Contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Purchasing Operation reserves the right to modify this contract at any time during this 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 Amercare 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, THIS 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 this Contract vendor. The item(s) may be included on this Contract, only if prior written approval has been granted by Purchasing Operation.



2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Amercure shall be required to submit cost or pricing data with the pricing of any modification of this Contract to the Contract Administrator in Purchasing Operation. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of Amercure records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Amercure shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

The State of Michigan, upon request, shall have access to any records pertaining to State accounts compiled during the term of this Contract.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of this contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that Amercure gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That Amercure regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle Amercure to an equitable adjustment.

2.806 NEWS RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and any resulting Contract or the 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 the RFP and any resulting Contract are to be released without prior written approval of the State and then only to persons designated.



Article 3 – Certifications and Representations

3.102 FREEDOM OF INFORMATION ACT

All information in a bidder's proposal and this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq

3.103 WORKPLACE SAFETY

1. In performing work under this Contract on State premises, Amercare shall conform to any specific safety requirements contained in this Contract or as required by law or regulation. Amercare shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by Amercare of such safety requirements, rules, laws or regulations shall be a material breach of this Contract subject to the cancellation provisions contained herein.
2. In performing services for the State pursuant to this Contract, Amercare shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, Amercare shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to Amercare. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs.

3.104 WORKPLACE DISCRIMINATION

Amercare represents and warrants that in performing services for the State pursuant to this Contract, Amercare 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 handicap or disability. Amercare further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from 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 37.2201, 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 purchase order.

Amercare hereby represents that in performing this Contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or 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.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

3.105 LIABILITY INSURANCE

A. Insurance

Amercare is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from Amercare's performance of services under the terms of this Contract, whether such services are performed by Amercare, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

Amercare waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies Amercare is required to maintain pursuant to this Contract.



All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Amercare shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Amercare’s policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign this Contract or before the purchase order is issued by the State, Amercare must furnish to the Director of Purchasing Operation, certificate(s) of insurance verifying insurance coverage (“Certificates”). The Certificate must be on the standard “accord” form or equivalent. **THIS CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operation, Department of Management and Budget. The notice must include this Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operation, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State’s sole option, result in this Contract’s termination.

Amercare is required to pay for and provide the type and amount of insurance checked **below**:

- 1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

Amercare must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. Amercare also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, Amercare must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Amercare’s business for bodily injury and property damage as required by law.

Amercare must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. Amercare also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers’ compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of Amercare domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of



qualification, Amercare must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

Amercare also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:
 - \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Amercare or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

B. Subcontractors

Except where the State has approved in writing Amercare subcontract with other insurance provisions, Amercare shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for Amercare in connection with the performance of work by those Subcontractors. Alternatively, Amercare may include any Subcontractors under Amercare's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Amercare's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Amercare shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, Amercare shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Amercare as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Amercare shall maintain all required insurance coverage throughout the term of this Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Amercare shall be responsible for all deductibles with regard to such insurance. If Amercare fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Amercare, or Amercare shall pay the entire cost (or any part thereof) upon demand by the State.



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
001	EA	652-43-06-0608	ACTIVATOR: CURL ACTIVATOR 7 OZ. NON-BREAKABLE CONTAINER BRAND: BLACK ORCHID PRODUCT CODE: ZLAN5084	24	72	\$1.18	\$84.96	
002	CA	269-84-10-0557	BALM: LIP, .15 OZ PLASTIC TUBE, 48/CASE BRAND: CHAP - ET PRODUCT: 5124	2	6	\$22.56	\$135.36	
003	EA	095-53-10-1701	BLADE. CLIPPER SIZE: 1, REPLACEMENT FOR OSTER ELECTRIC CLIPPERS MODEL 76 BRAND: OSTER PRODUCT CODE: ZOST918-08	2	6	\$19.25	\$115.50	
004	EA	095-53-10-1503	BLADE. CLIPPER, SIZE: 0000, REPLACEMENT FOR OSTER ELECTRIC CLIPPERS MODEL 76 BRAND: OSTER PRODUCT CODE: ZOST76-01	8	24	\$19.25	\$462.00	
005	EA		BLADE: CLIPPER SIZE 1.5, REPLACEMENT FOR OSTER ELECTRIC CLIPPERS MODEL 76 BRAND: OSTER PRODUCT CODE: ZOST918-11	2	6	\$23.95	\$143.70	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
006	EA	095-53-10-2295	<p>BLADE: CLIPPER SIZE: 2, REPLACEMENT FOR OSTER ELECTRIC CLIPPERS MODEL 76.</p> <p>BRAND: OSTER PRODUCT CODE: ZOST918-12</p>	2	6	\$24.95	\$149.70	
007	CA	485-86-10-1705	<p>BOX: FOR STORING SOAP, ALL PLASTIC, HINGED STYLE, 6 OZ. BOX, 12/CASE</p> <p>BRAND: BOB BARKER PROD NO: 434</p>	54	162	\$2.16	\$349.92	
008	CA	670-02	<p>BOX: FOR STORING SOAP, TWO-PIECE, 12 CASES/PACK</p> <p>PROD NO: 2342N</p>	24	72	\$5.60	\$403.20	
009	CA	652-27-22-1556	<p>BRUSHES: AIR VENT, USE W/HAIR DRYER, 7 3/4", PLASTIC BRISTLES 12/CASE</p> <p>BRAND: BOB BARKER PROD NO: HB-02</p>	42	126	\$3.84	\$483.84	
010	CA	652-27-22-9104	<p>BRUSHES: HAIR, CLUB TYPE, PLASTIC, NO HANDLE, NYLON STIFF BRISTLES, 24/CASE.</p> <p>BRAND: BOB BARKER PROD NO: CLUB</p>	20	60	\$12.48	\$748.80	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
011	CA	652-27-22-5110	BRUSHES: NYLON, STIFF BRISTLE, HANDLE, 8 INCHES, 24/CASE BRAND: BOB BARKER PROD NO: HB	65	195	\$7.68	\$1497.60	
012	CA	652-84-24-1201	CAP: TOOTHBRUSH, ALL PLASTIC, ONE PIECE CONSTRUCTION, 144/CASE BRAND: BOB BARKER PROD NO: NTBC	20	60	\$11.52	\$691.20	
013	EA	095-50-30-0371	CAPE: SHAMPOO, VINYL WITH VELCRO NECK GRIP. BRAND: BENCO PRODUCT CODE: ZBEN42	14	42	\$2.75	\$115.50	
014	CA	652-43-21-0518	CAPS: SHOWER, PLASTIC WITH ELASTIC BAND, 30/BAG* BRAND: PC-21 *MIN. SHIPMENT: 12 BAGS PRODUCT CODE: YHESPC-21	870	2610	\$1.35	\$3523.50	
015	CA	652-50-50-0425	CLIPPERS: FINGERNAIL, METAL, NO FILE, 2" LONG, 24/CASE BRAND: BOB BARKER PROD NO: PT1	73	219	\$6.72	\$1471.68	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
016	CA	652-50-50-0562	CLIPPERS: TOENAIL, METAL, HEAVY DUTY, 12/CASE GEM /COOK PRODUCT CODE: ZCOK692F/ PT3	470	1410	\$5.64	\$7952.40	
017	CA	652-27	COMB: 9" LARGE, BLACK, 144/CA PROD NO: C-9	3	9	\$14.40	\$129.60	
018	CA	652-27-33-7006	COMB: SHAMPOO, LARGE, 8 1/4" WITH HANDLE, BLACK, 12/CASE BRAND: BOB BARKER PROD NO: COMB-8H	203	609	\$2.16	\$1315.44	
019	CA	652-43-54-0500	COMB: AFRO PICK, BLACK, HEAVY DUTY PLASTIC, 5", 12/CS PROD NO: PICK-5	46	138	\$1.44	\$198.72	
020	CA	652-27-33	COMB: LICE COMB, 3" BLACK PLASTIC, 1/PACK PROD NO: LSC	10	30	\$3.60	\$108.00	
021	CA	652-27-33-0225	COMB: PICK, AFRO, HEAVY DUTY PLASTIC, WITH HANDLE, 7-8" 12 PACK/CASE PROD NO: PICK-7	37	111	\$1.68	\$186.48	
022	EA	652-27-33	COMBS: BUDGET STYLING COMB- RULED BRAND: MARVY PRODUCT CODE: MCOMB0100	2448	7344	\$.25	\$1,836.00	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
023	CA	652-27-33-1475	COMBS: POCKET, PLASTIC, 1/2 COARSE, 1/2 FINE TEETH, 5", 144/CASE BRAND: BOB BARKER PROD NO: C-5	231	693	\$2.16	\$1496.88	
024	CA	652-42-30-0555	CONDITIONER: CREME RINSE, LIQUID, BALSAM, 1 GALLON CONTAINER, 4/CASE. BRAND: PRODUCT CODE: ZMARCR54110	48	144	\$23.80	\$3427.20	
025	EA	652-42-30-1300	CONDITIONER: HAIR & SCALP, BERGAMOT, 4 OZ NON-BREAKABLE CONTAINER, 12 CO/CASE. BRAND: BLACK ORCHID PRODUCT CODE: ZLAN1301	1140	3420	\$.49	\$1,675.80	
026	CA	652-42-72	CONDITIONER: HAIR AND SCALP, BERGAMOT, 4 OZ., 12/CA BRAND: BLUE MAGIC PROD NO: 024	19	57	\$5.88	\$335.16	
027	CA	652-42-30-1334	CONDITIONER: HAIR AND SCALP, BERGAMOT, 7 OZ NON-BREAKABLE CONTAINER, 12/CO/CASE. BRAND: BLACK ORCHID PRODUCT CODE: ZLAN5079	45	135	\$9.00	\$1,215.00	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
028	EA	652-42-30-1300	CONDITIONER: HAIR, 4 OZ. BRAND: DAWN MIST PRODUCT CODE: ZDONHC3336	1692	5076	\$.29	\$1,472.04	
029	EA	652-42-30	CONDITIONER: HAIR, ALOE PROTEIN RECONDITIONER, 15 OZ. BRAND: SELECTED PRODUCT CODE: ZSEL4701	120	360	\$.92	\$331.20	
030	CA	652-42-30	CONDITIONER: HAIR, SPLIT ENDS BRAND: V05 PRODUCT CODE: 19811	10	30	\$11.98	\$359.40	
031	CA	652-29-26-1667	CREAM: HAND, 4 OZ. BOTTLE, 60 BOTTLES/CASE BRAND: MEDICAL PACKAGING PROD NO: 20046	30	90	\$17.40	\$1,566.00	
032	EA	652-29-26-5910	CREAM: COCA BUTTER, 4.5 OZ NON-BREAKABLE CONTAINER, 12/CASE BRAND: LANDER PRODUCT CODE: ZLAN0214	540	1620	\$.40	\$648.00	
033	CA	260-82-34-0808	CREAM: DENTURE ADHESIVE, 2.5 OZ, 12/CASE. BRAND: DENTU- CREAM/EFFERGRIP PRODUCT CODE: WL63965	4	12	\$27.00	\$324.00	
034	CA		CREAM: SHAVE, 11 OZ. BRAND: COLGATE PROD NO: CG85112	6	18	\$14.15	\$254.70	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
035	CA	652-75	CREAM: SHAVE, QUICK GEL, .25OZ. BRAND: PRODUCT CODE: SPSC	80	240	\$40.00	\$9,600.00	
036	EA	652-75-31-2000	CREAM: SHAVING, AEROSOL, 14 OZ. CONTAINER, 12/CASE BRAND: SMOOTH TRAC PRODUCT CODE: ZCHASC14	432	1296	\$1.16	\$1,503.36	
037	EA	652-75-33-0259	CREAM: SHAVING, BRUSHLESS, 4.4 OZ, 72/CASE BRAND: PALMOLIVE PRODUCT CODE: ZCOL81501	144	432	\$.65	\$280.80	
038	EA	652-57	CUTTERS/COMBS: BRAND: NORELCO #HQ4+ (3/SET) PRODUCT CODE: ZBIRHQ4+	54	162	\$27.25	\$4,414.50	
039	EA	652-37-37	DEODORANT: LADIES STICK, 2.75 OZ. BRAND: PACESETTER PRODUCT CODE: ZLPB9V2LV	168	504	\$.55	\$277.20	
040	EA	652-37-37	DEODORANT: STICK, 2.75 OZ. BRAND: PACESETTER PRODUCT CODE: ZLPB9V2MD	516	1548	\$.55	\$851.40	
041	EA	652-37-32	DEODORANT: STICK, 2.OZ. BRAND: MENNEN SPEED STICK PRODUCT CODE: ZMEN95008	172	516	\$1.00	\$516.00	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
042	CA	652-37	DEODORANT: .12 OZ., GEL PACKET BRAND: PRODUCT CODE: PKD	23	69	\$40.00	\$2,760.00	
043	CA	652-37-31-0357	DEODORANT: 1.5 OZ. ROLL-ON BRAND: PRODUCT CODE: PPI10150	15	45	\$28.80	\$1,296.00	
044	EA	652-37-25-0264	DEODORANT: ANTIPERSPIRANT, ROLL-ON, 1.5 OZ NON-BREAKABLE CONTAINER, 96/CASE BRAND: CARE PRODUCT CODE: ZMED1015	6912	20736	\$.23	\$4,769.28	
045	CA	652-37-32	DEODORANT: STICK, 2 OZ. BRAND: RIGHT GUARD PRODUCT CODE: G5173	36	108	\$23.97	\$2,588.96	
046	CA	652-37-37	DEODORANT: STICK, 0.42 OZ. 144/CASE BRAND: DEGREE PROD NO: 23520	6	18	\$40.32	\$725.76	
047	CA	652-37-32-4747	DEODORANT: STICK, LADIES, ANTI-PERSPIRANT, 1.5 OZ., 12/CASE. BRAND: LADY SPEED STICK PROD NO: M30856	25	75	\$23.97	\$1,797.76	
048	EA	652-37-32	DEODORANT: STICK, MAXIMUM SECURITY, 2 OZ. BRAND: PRODUCT CODE: 6787	48	144	\$.48	\$69.12	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
049	CA	652-37-32-4309	DEODORANT: STICK, MEN'S ANTI-PERSPIRANT, 2 OZ., 24/CASE BRAND: MENNEN PRODUCT CODE: CG94002	173	519	\$23.76	\$12,331.44	
050	CA	652-37-32	DEODORANT: STICK, POWDER SCENT, UNDERARM, 1.7 OZ, 12/CASE BRAND: SECRET PROD NO: PR32774	30	90	\$23.76	\$2,138.40	
051	CA	652-37-32	DEODORANT: STICK, REGULAR SCENT, UNDERARM, 1.7 OZ, 12/CASE BRAND: SURE PROD NO: PR32627	56	168	\$23.76	\$3,991.68	
052	CA	652-37-26	DEODORANT: STICK, SCENT-FREE, UNDERARM, 0.5 OZ, 144 CASE/PACK PROD NO: FD-05	67	201	\$34.56	\$6,946.56	
053	EA	652-42-30-3959	DRESSING: POMADE, HAIR & SCALP, 4 OZ. NON-BREAKABLE CONTAINER, 12 CO/CASE. BRAND: BLACK ORCHID PRODUCT CODE: ZLAN1300	792	2376	\$.49	\$1,164.24	
054	EA	652-42-30	DRESSING: POMADE, HAIR & SCALP, 7 OZ. NON-BREAKABLE CONTAINER, 12 CO/CASE. BRAND: BLACK ORCHID PRODUCT CODE: ZLAN5078	36	108	\$.99	\$106.92	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
055	BG	652-50-50-1100	FILES: EMERY BOARD, TWO SIDED, 4-1/2" LONG, 100/BAG BRAND: BOB BARKER PROD NO: EB	33	99	\$3.55	\$351.45	
056	CA	260-80-20	FLOSS: DENTAL PACKETS BRAND: PROD NO: DFPK	11	33	\$.69	\$22.77	
057	CA	260-80-20	FLOSS: DENTAL, WAXED, 100 YD/CA BRAND: PROD NO: DFW100	13	39	\$1.48	\$57.72	
058	EA	260-82-20-2011	FLOSS: DENTAL, WAXED, 12 YD/CO, 12/CASE. BRAND: RANIR PROD NO: 55005	667	2001	\$.30	\$600.30	
059	CA	652-42-46	GEL: HAIR, CLEAR, 16 OZ. BRAND: LANDER PRODUCT CODE: 5099	12	36	\$14.95	\$538.20	
060	CA	652-42-46-0715	GEL: STYLING, 6 OZ. NON-BREAKABLE CONTAINER, 12/CASE BRAND: STEPHAN'S PRODUCT CODE: ZSTH99	132	396	\$5.88	\$2,328.48	
061	EA	652-42-46-0759	GEL: STYLING, 7.5 OZ. NON-BREAKABLE CONTAINER, 36 CO/CASE. BRAND: SELECTED PRODUCT CODE: ZSEL500	1217	2434	\$.65	\$1,582.10	
062	CA		HAND WIPES: BRAND: SANI DEX PRODUCT CODE: 35400	5	15	\$25.50	\$382.50	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
063	SE	652-64-30-2152	<p>HEADS: SHAVER, REPLACEMENT HEADS FOR NORELCO 3805XL*, 3/SET. DO NOT SUBSTITUTE.</p> <p>BRAND: NORELCO MODEL NO: HQ4*</p> <p>*825X DISC. - NEW REPLACEMENT</p>	54	162	\$27.50	\$4,455.00	
064	KT	652-57-32-2308	<p>KIT: PERSONAL ADMISSION WITH ONE COMB, ONE TOOTHBRUSH, ONE TOOTHPASTE</p> <p>PROD NO: SHAK-930</p>	1	3	\$.28	\$.84	
065	KT	652-57-32-3108	<p>KIT: PERSONAL ADMISSION WITH ONE COMB, ONE TOOTHPASTE, ONE TOOTHBRUSH, SOAP</p> <p>PROD NO: SHAK-280</p>	1	3	\$.33	\$.99	
066	KT	652-57-32-2266	<p>KIT: PERSONAL ADMISSION WITH ONE TOOTHBRUSH, TOOTHPASTE, COMB, RAZOR, SOAP, DEODORANT</p> <p>PROD NO: SHAK-215</p>	168	504	\$.68	\$342.72	
067	KT	652-57-32-1508	<p>KIT: PERSONAL, ADMISSION WITH 1 TOOTHBRUSH 30 TUFT, LONG, MED/SOFT BRISTLES; 1-1.5 OZ. TOOTHPASTE; 1-5" COMB, 1 SINGLE EDGE RAZOR; 2-1 OZ. SOAP.</p> <p>BRAND: BOB BARKER</p>	1	3	\$.55	\$1.65	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
068	KT	652-57-32-3256	KIT: PERSONAL, ADMISSION WITH ONE(1) ROLL-ON ANTIPERSPIRANT (#PP110150); ONE (1) 5" COMB (#C5); ONE (1) 4 OZ. SHAMPOO (#LA0017); ONE (1) 3.5 OZ. DEODORANT SOAP, WRAPPED (#62107); ONE (1) TOOTHBRUSH (#BBB28); ONE (1) 2.75 OZ. TOOTHPASTE (#FM275). BRAND: BOB BARKER KIT NO: HAK-5069	1	3	\$1.65	\$4.95	
069	KT	652-57-52-2303	KIT: PERSONAL, INCLUDES DEODORANT, SOAP, SHAMPOO	1	3	\$.69	\$2.07	
070	EA	652-29-50	LIPSTICK: SUPER MOIST BRAND: PARFAIT PRODUCT CODE: YBCRO77	96	288	\$.65	\$187.20	
071	CA	652-29-26	LOTION: 6 OZ. BRAND: LUBRIDERM PROD NO: 4261	13	39	\$24.48	\$954.72	
072	EA	652-75-48-0203	AFTERSHAVE: ALCOHOL FREE, 4 OZ. PLASTIC CONTAINER, 48/CASE. BRAND: CARE PRODUCT CODE: ZMED4004	1536	4608	\$.48	\$2,211.84	
073	EA	652-29-26-4000	LOTION: BABY, 4 OZ NON-BREAKABLE CT, 24/CA. BRAND: CARE PRODUCT CODE: ZMED7004	4800	14400	\$.35	\$5,040.00	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
074	CA	652-29-26	LOTION: HAND & BODY, .25 OZ. BRAND: PRODUCT CODE: 22750	6	18	\$40.00	\$720.00	
075	CA	652-29-26-5957	LOTION: HAND & BODY, MOISTURIZING FORMULA, UNSCENTED, 12 OZ NON-BREAKABLE CT, 12/CASE. BRAND: LANDER PROD NO: LAO222	67	201	\$7.80	\$1,567.80	
076	EA	652-29-26	LOTION: MOIST, OIL SHEEN, 10 OZ. BRAND: PACESETTER PRODUCT CODE:ZLPB9V10M	12	36	\$3.50	\$126.00	
077	CA	485-82	MAXI PADS: EXTRA LONG, 24 PACKAGES/CASE, 12/PACKAGES PROD NO: SN288	14	42	\$17.28	\$725.76	
078	CA	485-82	MAXI PADS: INDIVIDUALLY WRAPPED PROD NO: SN12	10	30	\$15.00	\$450.00	
079	EA	652-54-48-0505	MOUTHWASH: NON-ALCOHOL, MINT FLAVOR, 4 OZ NON-BREAKABLE CONTAINER, 60/CASE. BRAND: APRIL FRESH PRODUCT CODE: ZCHE0413/AFM4	5464	16392	\$.26	\$4,261.92	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
080	EA	652-50-50-2955	NAIL POLISH: VARIETY OF COLORS, 0.5 FL. OZ. BOTTLE, 36/CASE. BRAND: CALIFORNIA COLORS PRODUCT CODE: YBCR333	216	648	\$.65	\$421.20	
081	EA	652-12-50-1004	OIL: BABY, 4 OZ NON-BREAKABLE CO, 12/CASE BRAND: LANDER PRODUCT CODE: ZLAN0099	1800	5400	\$.42	\$2,268.00	
082	BT	095-21-51-5164	OIL: FOR ELECTRIC CLIPPERS, 4 OZ NON-BREAKABLE CONTAINER BRAND: ANDIS PRODUCT CODE: ZAND12051	6	18	\$1.45	\$26.10	
083	BT	095-21-51-5164	OIL: FOR ELECTRIC CLIPPERS, 4 OZ NON-BREAKABLE CONTAINER BRAND: WAHL PRODUCT CODE: ZWHL3310	74	222	\$1.45	\$321.90	
084	CA	652-12-56	POWDER: BABY , 14 OZ. TALCUM BRAND: PRODUCT CODE: LA1063	10	30	\$16.20	\$486.00	
085	EA	652-12-56-0232	POWDER: BABY , 4 OZ. NON-BREAKABLE CONTAINER, 48 CT/CA BRAND: CARE PRODUCT CODE: ZMED1004	864	2592	\$.41	\$1,062.72	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
086	EA	652-16-56	POWDER: BABY 4 OZ. NON-BREAKABLE CONTAINER BRAND:LANDER PRODUCT CODE: ZLAN0213	727	2181	\$.41	\$894.21	
087	CA	652-16-56-0733	POWDER: BODY, BATH, WITH BAKING SODA AND/OR CORNSTARCH, 4 OZ NON-BREAKABLE CONTAINER, 60/CASE BRAND: BABY CARE PROD NO: CS40048	13	39	\$27.00	\$1,053.00	
088	CA	652-16-56-0725	POWDER: BODY, CORNSTARCH POWDER 4 OZ CONTAINER, 48/CS BRAND: BABY CARE PROD NO: CS40048	13	39	\$27.00	\$1,053.00	
089	CA	475-67-61	POWDER: FOOT, ANTIFUNGAL, 3.8 OZ, 3/CASE BRAND: TINACTION PROD NO: 44406	3	9	\$2.34	\$21.06	
090	CA	652-65-20	RAZOR: DISPOSABLE, PLASTIC WITH SAFETY CAP, SINGLE EDGE, STAINLESS STEEL BLADE BRAND: PROD NO: R600	7	21	\$49.50	\$1,039.50	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
091	BG	652-65-62-0651	<p>RAZOR: DISPOSABLE, PLASTIC WITH SAFETY CAP, SINGLE EDGE, STAINLESS STEEL BLADE, 10/BAG, 120 BAGS/CASE</p> <p>BRAND: BIC PROD NO: B-100</p>	476	1428	\$.86	\$1,228.08	
092	EA	652-50-50	<p>REMOVER: FINGERNAIL POLISH, NON- ACETONE, 8.0 OZ.</p> <p>BRAND: MARIANNA PRODUCT CODE: ZMAR56624</p>	47	141	\$1.60	\$225.60	
093	CA	652-42	<p>SHAMPOO/ CONDITIONER: 15 OZ. BRAND: RAIN PRODUCT CODE: 3315</p>	12	36	\$10.20	\$367.20	
094	CA	652-42	<p>SHAMPOO: 2 OZ., 96 CASE/PACK PROD NO: MS2</p>	10	30	\$23.95	\$718.50	
095	CA	652-42	<p>SHAMPOO: ALL IN ONE, 2 OZ. BRAND: PRODUCT CODE: MS402</p>	5	15	\$23.95	\$359.25	
096	CA	652-42	<p>SHAMPOO: ALL-IN- ONE, MAXIMUM SECURITY, 2 OZ BRAND: PRODUCT CODE: MS402</p>	37	111	\$23.95	\$2,658.45	
097	CA	652-42-72-0046	<p>SHAMPOO: APPLE, ALL PURPOSE, 8-1 CONCENTRATE, 1 GALLON CONTAINER, 4/CASE BRAND: NATURES PRODUCT CODE: ZMAR5211</p>	28	84	\$28.00	\$2,352.00	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
098	CA	652-42	SHAMPOO: HAIR BRAND: GOLDEN TOTAL BODY PRODUCT CODE: 1905	72	216	\$24.96	\$5,391.36	
099	CA	652-42	SHAMPOO: HAIR, HYDRATORS, GUSHING BRAND: V05 PRODUCT CODE: 5398	55	165	\$12.00	\$1,980.00	
100	CA	652-42-73-4500	SHAMPOO: LICEALL, LIQUID, KILLS HEAD, BODY, CRAB AND PUBIC LICE, 1 GL CO/CASE. BRAND: LICEALL PROD NO: LCS-128	28	84	\$25.95	\$2,179.80	
101	CA	652-42-72-1309	SHAMPOO: LIQUID , DANDRUFF, 11 OZ. NON-BREAKABLE CONTAINER, 12/CASE. BRAND: LANDER PRODUCT CODE: ZLAN5050	336	1008	\$8.16	\$8,225.23	
102	EA	652-42-72	SHAMPOO: LIQUID BALSAM, & PROTEIN 14 OZ. NON-BREAKABLE CONTAINER. BRAND: LANDER PRODUCT CODE: ZLAN5051	1044	3132	\$.85	\$2,662.20	
103	EA	652-42-72-0202	SHAMPOO: LIQUID, ALL PURPOSE, 4 OZ, 48/CA BRAND: COMFORT CARE PRODUCT CODE: ZMED9004	7656	22968	\$.30	\$6,890.40	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
104	CA	652-42-72-3240	SHAMPOO: LIQUID, BALSAM, 1 GL CO, 4/CASE. BRAND: SELECTED PRODUCT CODE: ZSEL64008	28	84	\$23.80	\$1,999.20	
105	EA	652-42-72-0053	SHAMPOO: LIQUID, WITH ALOE VERA, READY TO USE, 4 OZ. NON-BREAKABLE CO, 48/CASE. BRAND: COMFORT CARE	7356	22068	\$.36	\$7,944.48	
106	EA	652-42-72-3100	SHAMPOO: LIQUID, WITH ALOE VERA, READY-TO-USE, 8-1 CONCENTRATE, 1 GL CO, 4/CASE. BRAND: NATURES PRODUCT CODE: ZMARPL1112	28	84	\$8.00	\$672.00	
107	CA	652-42-73	SHAMPOO: SHAMPOO PACKETS, 0.25 OZ, 500/CASE BRAND: DIAL PROD NO: 20750	77	231	\$20.00	\$4,620.00	
108	CA	652-42-72-5102	SHAMPOO: WITH CONDITIONER, ONE APPLICATION, .25 OZ., 500/CASE BRAND: DIAL PROD NO: 20817	2	6	\$20.00	\$120.00	
109	EA	652-64-30-7003	SHAVER: CORDLESS. NORELCO 6853XL* *DO NOT SUBSTITUTE. *825X DISC. - REPLACEMENT MODEL PRODUCT CODE: ZBIR6853XL	143	429	\$61.95	\$26,576.55	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
110	EA	652-67-35-6502	SHAVER: ELECTRIC, FLOATATION HEADS, SAFETY RAZOR, 20 SPEED, DOU FOIL, MICRO SCREEN BRAND: REMINGTON PRODUCT CODE: ZBIRDF5	156	468	\$39.75	\$18,603.00	
111	CA	485-84-40	SOAP: FACE & BODY BARS, 3.5 OZ, 48 CASES/PACK BRAND: TONE PROD NO: 471	10	30	\$45.75	\$1,372.50	
112	CA	485-86-40-3650	SOAP: ANTIBACTERIAL, INDIVIDUALLY WRAPPED, 3.5 OZ. BRAND: DIAL PRODUCT CODE: D6203B	58	174	\$36.00	\$6,264.00	
113	CA	485-86-40	SOAP: MEDIUM, INDIVIDUALLY WRAPPED, 3.1 OZ, 96/CASE BRAND: IVORY PROD NO: PR64415	4	12	\$42.50	\$510.00	
114	CA	485-86-40	SOAP: UNWRAPPED, 0.5 OZ. BRAND: PRODUCT CODE: U1	40	120	\$30.00	\$3,600.00	
115	CA	652-42-75-3005	SPRAY: HAIR, HOLDING, NON-AEROSOL PUMP, 7 OZ CONTAINER, 12/CASE BRAND: WHITE RAIN PROD NO: G5281	4	12	\$21.60	\$259.20	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
116	CA	652-42-75-0753	SPRAY: HAIR, HOLDING, PRESSURIZED CAN, AEROSOL, 16OZ CONTAINER BRAND: TRESSEME - TWO PRODUCT CODE: ZALBTHS7	12	36	\$35.00	\$1260.00	
117	2CA	260-82-25-6004	TABLETS: DENTURE, CLEANER, 40/BOX, 12 BX/CASE. BRAND: EFFERDENT PRODUCT CODE: ZSOM008	88	264	\$18.00	\$4,752.00	
118	EA	652-42-28	TINT: COLORING, VARIETY OF SHADES, BRAND: WELLA PRODUCT CODE: ZSPL111	12	36	\$3.50	\$126.00	
119	CA	652-84-20-0501	TOOTHBRUSH: "THUMB" NYLON BRISTLES INDIVIDUALLY WRAPPED IN CLEAR BAGS, 3" 72/CASE. BRAND: BOB BARKER PROD NO: TH42	110	330	\$5.76	\$1,900.80	
120	CA	652-84-11-0726	TOOTHBRUSH: 30, TUFT SOFT BRAND: PRODUCT CODE: BB28	14	42	\$4.76	\$199.92	
121	CA	652-84	TOOTHBRUSH: CELLOWRAP BRAND: COLGATE PRODUCT CODE: CG55501	35	105	\$8.64	\$907.20	
122	CA	652-84	TOOTHBRUSH: SHORT HANDLE, 25TUFT BRAND: PRODUCT CODE: BBST25	117	351	\$4.76	\$1,670.76	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
123	CA	652-84	TOOTHBRUSH: SOFT BRAND: COLGATE PRODUCT CODE: CG55589	30	90	\$8.64	\$777.60	
124	CA	652-85-54	TOOTHPASTE: .15 OZ BRAND: NATUREMINT PRODUCT CODE: NM15	9	27	\$40.00	\$1,080.00	
125	CA	652-85-54	TOOTHPASTE: 1.5 OZ BRAND: NATUREMINT PRODUCT CODE: FM15	24	72	\$31.96	\$2,301.12	
126	CA	652-85-54	TOOTHPASTE: 4.6 OZ TUBE BRAND: DENTAFRESH PROD NO: DF46	3	9	\$30.24	\$272.16	
127	CA	652-85-54	TOOTHPASTE: BS & P BRAND: ULTRA BRIGHT PRODUCT CODE: CG56685	13	39	\$46.80	\$494.52	
128	CA	652-85-54	TOOTHPASTE: CLEAR, 0.6 OZ, 144/CASE PROD NO: MS306	189	567	\$16.56	\$10,879.92	
129	EA	652-85-54	TOOTHPASTE: FLUORIDE, APPROVED BY FDA, 2.7 OZ, 36/CASE BRAND: COLGATE - REGULAR	1368	4104	\$.33	\$1,354.32	
130	EA	652-85-54	TOOTHPASTE: FLUORIDE, APPROVED BY FDA, 3 oz BRAND: COLGATE - TARTAR CONTROL WHITENING PRODUCT CODE: ZCOL57093	2520	7560	\$.45	\$3,402.00	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
131	CA	652-85-54	TOOTHPASTE: MAXIMUM SECURITY BRAND: 3 oz PRODUCT CODE: MSTP	7	21	\$54.72	\$1,149.12	
132	EA	652-85-54-0509	TOOTHPASTE: WITH STANNEOUS FLUORIDE/TARTAR CONTROL, APPROVED BY THE ADA, .85 OZ TUBE, 48 TUBES/CASE BRAND: COLGATE PROD NO: 51000	8738	26214	\$.35	\$9,253.54	
133	EA	652-85-54-0350	TOOTHPASTE: WITH STANNOUS FLUORIDE, APPROVED BY THE ADA, .85 OZ, TUBE, 240, TUBES/CASE BRAND: COLGATE PROD NO: ZCOL09872	5520	16560	\$.354	\$5,862.24	
134	EA	652-85-54	TOOTHPASTE: WITH STANNOUS FLUORIDE, APPROVED BY THE ADA, .85 OZ, TUBE, 48 TUBES/CASE BRAND: COLGATE PROD NO: ZCOL50200	8760	26280	\$.354	\$9,303.12	



ITEM NO. IN MAIN	UNIT	NIGP CODE	DESCRIPTION	1 YEAR USAGE	Estimated 3 YEAR Quantity	Unit Price	Extended Total	Model #
135	EA	652-85-54-4022	<p>TOOTHPASTE: WITH STANNOUS FLUORIDE, APPROVED BY THE ADA, 6.4OZ. TUBE, 24 TUBES/CASE.</p> <p>BRAND: COLGATE PROD NO: ZCOL51400</p>	538	1614	\$1.15	\$1,856.10	
136	EA	652-85-54-0202	<p>TOOTHPASTE: WITH STANNOUS FLUORIDE, SINGLE USE APPLICATION, APPROVED BY THE ADA, .15 OZ. PACKET, 1000/CASE</p> <p>BRAND: COLGATE PROD NO: 50130</p>	6000	18000	\$.125	\$2,250.00	
137	EA	652-85-54-1507	<p>TOOTHPASTE: WITH STANNOUS FLUORIDE/TARTAR CONTROL, APPROVED BY THE ADA, 3 OZ. TUBE, 35 TUBES/CASE</p> <p>BRAND: COLGATE PROD NO: ZCOL56900</p>	7128	21384	\$.88	\$18,817.92	
138	CA	652-84-23-1100	<p>TUBE: TOOTHBRUSH, ALL PLASTIC TWO PIECE CONSTRUCTION, 7 1/2" VENTING FOR DRYING144/CASE.</p> <p>BRAND: BOB BARKER PROD NO: 422</p>	96	288	\$21.60	\$6,220.80	
139	PK	652-43-52-1559	<p>WRAPS: NECK, FOLDED TISSUE, DISPOSABLE, 60 SHEETS, PKG, 12 PKG/BX, 4 BX/CASE</p> <p>BRAND: SANЕК PRODUCT CODE: ZGRA43310</p>	312	936	\$.79	\$739.44	

