

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET February 24, 2012
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B6200322
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Indiana Chair Frame / a division of: Leggett & Platt, Inc. 330 N. Greensboro Drive Liberty, NC 27298 Email: Brian.Reese@leggett.com	TELEPHONE: Brian Reese (336) 622-0121 x219 Fax: (336) 622-4833
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0301 Sue Ciecwiwa
Contract Compliance Inspector: Lisa Lehnert Chair Kits & Replacement Parts – DOC/MSI	
CONTRACT PERIOD: From: August 1, 2006 To: July 31, 2012	
TERMS Net 30 Days	SHIPMENT 30-45 days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective February 24, 2012 the Buyer has been changed to:

Sue Ciecwiwa
Phone: (517) 373-0301
ciecwiwas@michigan.gov

AUTHORITY/REASON:

Per DTMB Procurement's approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$343,250.00

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

May 17, 2011

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B6200322
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Brian Reese (336) 622-0121 x219 Fax: (336) 622-4833
Indiana Chair Frame / a division of: Leggett & Platt, Inc. 330 N. Greensboro Drive Liberty, NC 27298 Email: Brian.Reese@leggett.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-9776 Paula Greathouse
Contract Compliance Inspector: Lisa Lehnert Chair Kits & Replacement Parts – DOC/MSI		
CONTRACT PERIOD: From: August 1, 2006 To: July 31, 2012		
TERMS	SHIPMENT	
Net 30 Days	30-45 days ARO	
F.O.B.	SHIPPED FROM	
Delivered	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE(S):

Effective immediately, the State of Michigan hereby exercises the third and final Contract Option year. The new expiration date is now July 31, 2012. In addition, the contract value is INCREASED by \$50,000.00. Please also note that the buyer has been CHANGED to Paula Greathouse and the vendor contact and address have been updated.

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

AUTHORITY/REASON(S):

Per agency request, vendor agreement, DTMB approval and the approval of the State Administrative Board on May 17, 2011.

INCREASE: \$50,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$343,250.00

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

March 31, 2010

**CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B6200322
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Leggett & Platt, Inc. 410 North Main Street Middlebury, IN 46540</p> <p style="text-align: right;">Email: Judith.abu-shehab@icfnet.com</p>	TELEPHONE: Judith Abu-Shehab (800) 294-4423 Fax: (574) 825-9356
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Lisa Lehnert <p style="text-align: center;">Chair Kits & Replacement Parts – DOC/MSI</p>	
CONTRACT PERIOD: From: August 1, 2006 To: July 31, 2011	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">30-45 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;">N/A</p>	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, the State of Michigan hereby exercises the second Contract Option year. The new expiration date is now July 31, 2011.

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

AUTHORITY/REASON(S):

Per agency request and DMB approval.

Estimated Contract Value Remains: \$293,250.00

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

March 20, 2009

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B6200322
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Leggett & Platt, Inc. 410 North Main Street Middlebury, IN 46540 Email: Judith.abu-shehab@icfnet.com	TELEPHONE: Judith Abu-Shehab (800) 294-4423 Fax: (574) 825-9356
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Nancy Taylor-Williams Chair Kits & Replacement Parts – DOC/MSI	
CONTRACT PERIOD: From: August 1, 2006 To: July 31, 2010	
TERMS Net 30 Days	SHIPMENT 30-45 days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby EXTENDED to July 31, 2010. All other terms and conditions remain the same.

AUTHORITY/REASON(S):

Per agency request and DMB approval.

Estimated Contract Value Remains: \$293,250.00

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

July 21, 2006

NOTICE
OF
CONTRACT NO. 071B6200322
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Leggett & Platt, Inc. 410 North Main Street Middlebury, IN 46540</p>	TELEPHONE: Judith Abu-Shehab (800) 294-4423 Fax: (574) 825-9356 <hr/> VENDOR NUMBER/MAIL CODE <hr/> BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Nancy Taylor-Williams <p style="text-align: center;">Chair Kits & Replacement Parts – DOC/MSI</p>	
CONTRACT PERIOD: From: August 1, 2006 To: August 1, 2009	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">30-45 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;">N/A</p>	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of **ITB #07116200150** this Contract Agreement and the vendor's quote dated **April 21, 2006**. 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: \$293,250.00

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

CONTRACT NO. 071B6200322
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Leggett & Platt, Inc. 410 North Main Street Middlebury, IN 46540</p>	TELEPHONE: Judith Abu-Shehab (800) 294-4423 Fax: (574) 825-9356 <hr/> VENDOR NUMBER/MAIL CODE <hr/> BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Nancy Taylor-Williams <p style="text-align: center;">Chair Kits & Replacement Parts – DOC/MSI</p>	
CONTRACT PERIOD: From: August 1, 2006 To: August 1, 2009	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">30-45 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;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #071I6200150 this Contract Agreement and the vendor's quote dated April 21, 2006. 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: \$293,250.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No.071I6200150](#). Orders for delivery of equipment will be issued directly by the [Department of Corrections](#) 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;">Leggett & Platt, 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 Joan Bosheff, Buyer Specialist _____ Name/Title Commodities 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 #071B6200322
Chair Kits and Replacement Parts

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

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ATTACHMENT A: Parts for Chair Kits (6 pages)
ATTACHMENT B: Miscellaneous Parts (4 pages)
ATTACHMENT C: Contractor's Warranty (1 page)



ARTICLE 1 – STATEMENT OF WORK (SOW)

1.0 Introduction

1.001 PROJECT TITLE AND DESCRIPTION

This Contract is for the Chair Kits and Replacement Parts for the Department of Corrections, Michigan State Industries.

1.002 PROJECT CONTROL

The Contractor will carry out this project under the direction and control of the Department of Corrections, Michigan State Industries (see Article 2.401).

1.1 Product Quality

1.101 SPECIFICATIONS

Approved Brands or Manufacturers' lines - Acceptable brands are noted on the attached Item Listing. No alternate brands/manufacturers' lines will be accepted.

1.102 WARRANTY FOR PRODUCTS OR SERVICES

Attached is a copy of the Contractor's warranty (see Attachment C).

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

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

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

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

1.202 TRAINING

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



1.203 REPORTING

The Contractor shall 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.

1.204 SECURITY

The Contract may require frequent deliveries to State of Michigan facilities. If the Contractor has performed security background checks on employees the Contractor shall indicate the name of the company that performed 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, the Contractor shall provide the results of all security background checks.

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

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

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

1.3 Delivery Capabilities

1.301 TIME FRAMES

All orders be delivered within 30-45 calendar days after receipt of order. .

1.302 MINIMUM ORDER

The minimum order is 3 each of Items 1-6. See Attachment B for minimum order quantities for Item 7.

An additional charge of \$150.00 per order will be applicable to all orders less than the minimum orders stated above.

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 are "F.O.B. Delivered" with transportation charges prepaid on all orders of 3 each of Items 1-6 and minimum order quantities listed on Attachment B for Item 7.

1.4 Project Price

1.401 PRICING

See Attachment A for pricing.

1.402 PRICE TERM

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

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 Quantity Term

Requirements – Vendor agrees to supply all that the State requires.

1.6 Miscellaneous

All items shall meet the Factory Superintendent's approval. Overages or shortages exceeding 5% will not be accepted. Deliveries shall be made Monday through Friday, 8:00 a.m. to 2:00 p.m. EST, except State of Michigan holidays.



ARTICLE 2 – GENERAL TERMS AND CONDITIONS

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for the Chair Kits and Replacement Parts for the Department of Corrections, Michigan State Industries. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by the Department of Corrections on the Purchase Order Contract Release Form.

Indicated on the attached Item Listing (Attachment A) is the "ship to" address for the participating agency. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

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

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

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

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

Department of Management and Budget
Acquisition Services
Attn: Joan Bosheff
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
Phone: (517) 373-7374
Email: bosheffj@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 August 1, 2006, through August 1, 2009.

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

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

Written notice will be provided to the Contractor before the contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

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

2.006 APPLICABLE STATUTES

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

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FIOA) 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 the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.008 HEADINGS

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

2.009 MERGER

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

2.010 SEVERABILITY

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

2.011 SURVIVORSHIP

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

2.012 NO WAIVER OF DEFAULT

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

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by 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. Contractor is asked to reference the Purchase Order Number on all invoices for payment.



2.1 Vendor/Contractor Obligations

2.101 ACCOUNTING RECORDS

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

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

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

The Contractor shall:

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

2.103 RESERVED

2.104 RESERVED

2.105 RESERVED

2.106 PREVAILING WAGE

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.



The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Consumer and Industry Services, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

2.108 COMPETITION IN SUBCONTRACTING

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

2.109 CALL CENTER DISCLOSURE

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



2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

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

2.202 RESERVED

2.203 RESERVED

2.204 RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Vendors 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 RESERVED

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

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

2.302 CONTRACTOR RESPONSIBILITIES

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

2.303 ASSIGNMENT AND DELEGATION

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

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



The Contractor must obtain the approval of the Director of Acquisition Services 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 the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

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

2.305 INDEMNIFICATION

General Indemnification

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

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;



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

Patent/Copyright Infringement Indemnification

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

Code Indemnification

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

Indemnification Obligation Not Limited

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

Continuation of Indemnification Obligation

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

Indemnification Procedures

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



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

2.306 LIMITATION OF LIABILITY

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.



The State's liability for damages to the Contractor shall be limited to the value of the Contract.

2.307 CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to MSI unless other arrangements are authorized by Acquisition Services.

2.308 FORM, FUNCTION, AND UTILITY

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

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

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

2.310 RESERVED

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 30 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 the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the 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 the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.



2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

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

Nancy Taylor-Williams
Michigan State Industries
Department of Corrections
5656 South Cedar Street
Lansing, MI 48911
Phone: (517) 373-3897
Fax: (517) 335-6628
Email: taylorne@michigan.gov

2.402 PERFORMANCE REVIEWS

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

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

2.403 RESERVED

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

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

2.502 RESERVED

2.503 RESERVED

2.504 RESERVED



2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor 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. The Contractor 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. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor 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 Contractor's 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. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State. The staffing numbers and qualifications proposed must be in agreement with the accepted contract resulting from the proposal.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

2.507 RESERVED

2.508 RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

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

In addition to any remedies available in law and by the terms of this contract, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or



repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, 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 the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, 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 the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of



breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

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

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

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

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



- convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months 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. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES

- A. The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.
- B. The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.

2.704 RESERVED

2.705 RESERVED



2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

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

2.802 TIME EXTENSIONS

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 the 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

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

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

2.804 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

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Acquisition Services. 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 the contractor's 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.

Contractor 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.

2.805 LIABILITY INSURANCE

A. Insurance

The Contractor 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 the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, 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.

The Contractor 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 the Contractor 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 Contractor 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 Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE 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 Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, 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.



The Contractor 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) |
- The Contractor 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. The Contractor 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, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.
- The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor 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 the Contractor's 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, Contractor 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.
- The Contractor 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 Contractor 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).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor'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 Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor 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 the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor 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 Contractor 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.

Contractor shall maintain all required insurance coverage throughout the term of the 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. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor 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 Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

PARTS FOR CHAIR KITS

ITEM LISTING

- 001 425-06-55 **PARTS FOR CHAIR KIT, GUARDIAN XLG CHAIR, ICF #DA1478, \$294.33/KIT.** Specifications as follows:
1. 65mm black dual wheel hooded carpet casters with 7/16" x 7/8" stem with retainer ring.
 2. Black, 5-leg intensive-use aluminum base. 28" diameter at caster centers. Matte textured finish.
 3. SUSPA #C19-62141HD, gas lift, 50mm, 17-4, pneumatic lift.
 4. Textured black three-section telescoping cover over pneumatic lift.
 5. Collier-Keyworth torsion dual torsion bar control, knee pivot, synchro-tilt action minimizes seat front lift and tilts the back two degrees for each degree of seat tilt. Hand wheel tilt tension adjustment. Tilt action can be locked in "at-rest" position.
 6. Seat 21-1/4" D x 23-1/2" W (upholstered). Ergonomically contoured 3/4" thick, 9-ply laminated hardwood inner seat with waterfall front and threaded steel fasteners for attaching tilt mechanism and arms.
 7. Seat foam. Sculptured, 3-3/4" thick (minimum), fabricated Q31 polyurethane foam bolster pad, 3" thick core and 3/4" topper pad. 27-36 lb. IFD, 2.4 sag factor, and 2.5 lb./cubic ft. density.
 8. Back upright. Black, 3" x 3/8" high strength steel, "J" type with 4" travel vertical adjustment mechanism and 1/4" thick x 7-11/16" x 6-1/2" upper attachment plate. Attaches to the inner back with four 1/4"-20 steel screws and to the control mechanism with three 5/16-18 bolt and nut fasteners.
 9. Back 28" H x 23" W (upholstered). 1/2" thick, 7-ply laminated hardwood inner back, ergonomically contoured horizontally and vertically with threaded steel fasteners. 3/16" thick, 3-ply laminated hardwood outer back attached with nine 5/16" diameter nylon Christmas tree fasteners. Formed, 1/16" thick black high-impact polystyrene back upright cover.
 10. Inner back foam. 2-3/4" thick, multi-density, multi-IFD, fabricated polyurethane foam. Core of 2" thick R17X, 19-23 lb. IFD, 1.9 sag factor, 1.1 lb./cubic ft. density. Bolster to create edge shape of 1" x 1-1/4" M100X, 90-110 lb. IFD, 1.9 sag factor, 2.1 lb./cubic ft. density. Topper of 3/4" thick R17X, 19-23 lb. IFD, 1.9 sag factor, 1.1 lb./cubic ft. density.
 11. Outer back foam. 1/2" thick R32X, 32-37 lb. IFD, 1.9 sag factor, 1.4 lb./cubic ft. density polyurethane foam.
 12. Center outer back foam. 1/4" thick R32X, 32-27 lb. IFD, 1.9 sag factor, 1.4 lb./cubic ft. density polyurethane foam.
 13. Chair measurements as measured with BIFMA chair measuring device (CMD):
 - a. Backrest height (from seat to top of back rest): 26-5/8" to 30-5/8"
 - b. Seat height: 18-3/8" to 23"
 - c. Seat depth: 18-3/4"
 - d. Backrest to seat angle: 97 to 107 degrees
 - e. Seat pan angle (at rest): +1 degree

002 425-06-55

PARTS FOR CHAIR KIT, GUARDIAN XLG STOOL, ICF #DA1491, \$369.00/KIT. Specifications as follows:

1. Base. 6-leg construction with foot ring and platform swivel glides welded to a center hub weldment. Legs and foot ring are 1" diameter 14 gauge (.083") steel tubing. 29" diameter foot ring. Base diameter: 32". Base height (with glides): 13-3/4".
2. Gas lift. SUSPA #019-6214HD, 50mm, 17-4.
3. Textured black three-section telescoping cover over pneumatic lift.
4. Control: Collier-Keyworth 743 torsion bar control. Features to include adjustable tension back tilt action, fixed seat angle, gas lift actuator paddle, soft touch tension adjustment knob.
5. Seat 21-1/4" D x 23-1/2" W (upholstered). Ergonomically contoured 3/4" thick, 9-ply laminated hardwood inner seat with waterfall front and threaded steel fasteners for attaching tilt mechanism and arms.
6. Seat foam. Sculptured, 3-3/4" thick (minimum), fabricated Q31 polyurethane foam bolster pad, 3" thick core and 3/4" topper pad.
7. Back upright. Black, 3" x 3/8" high-strength steel, "J" type with 4" travel vertical adjustment mechanism and 1/4" thick x 7-11/16" x 6-1/2" upper attachment plate. Attaches to the inner back with four 1/4"-20 steel screws and to the control mechanism with three 5/16-18 bolt and nut fasteners.
8. Back 28" H x 23" W (upholstered). 1/2" thick, 7-ply laminated hardwood inner back, ergonomically contoured horizontally and vertically with threaded steel fasteners. 3/16" thick, 3-ply laminated hardwood outer back attached with nine 5/16" diameter nylon Christmas tree fasteners. Formed, 1/16" thick black high impact polystyrene back upright cover.
9. Inner back foam. 2-3/4" thick, multi-density, multi-IFD, fabricated polyurethane foam. Core of 2" thick R17X, 19-23 lb. IFD, 1.9 sag factor, 1.1 lb./cubic ft. density. Bolster to create edge shape of 1" x 1-1/4" M100X, 90-110 lb. IFD, sag factor, 2.1 lb./cubic ft. density. Topper of 3/4" thick R17X, 19-23 lb. IFD, 1.9 sag factor, 1.1 lb./cubic ft. density.
10. Outer back foam. 1/2" thick R32X, 32-37 lb. IFD, 1.9 sag factor, 1.4 lb./cubic ft. density polyurethane foam.
11. Center outer back foam. 1/4" thick R32X, 32-27 lb. IFD, 1.9 sag factor, 1.4 lb./cubic ft. density polyurethane foam.
12. Chair measurements as measured with BIFMA chair measuring device (CMD):
 - a. Backrest height (from seat to top of back rest): 26-5/8" to 30-5/8"
 - b. Seat height: 27-1/4" to 31-7/8"
 - c. Seat depth: 18-3/4"
 - d. Backrest to seat angle: 97 to 107 degrees
 - e. Seat pan angle (at rest): +1 degree

003 425-06-55

PARTS FOR CHAIR KIT, VIPER (EURO MIDBACK/ECLIPSE/GEL) CHAIR, ICF #DA1453MI, \$207.11/KIT. Specifications as follows:

1. Gas lift 50mm titan C19-62220, 50mm 17-4, pneumatic lift. Seat height 16" to 20-1/2".
2. Northfield mini-freefloat control with the following features:
 - a. Control swivels and tilts.
 - b. Seat and back tilt independently of each other with separate tilt springs.
 - c. 11 degrees back tilt range: rearward 1 degree to rearward 12 degrees.
 - d. 16 degrees seat tilt range: forward 5 degrees to rearward 11 degrees.
 - e. Single lever, infinite tilt lock to secure both seat and back in desired position.
 - f. Back tilt tension adjustment handwheel.
 - g. Seat depth adjustment: 2-1/2" travel in 1/2" increments with full width front activator.

- h. Separate paddle to activate pneumatic lift.
 - i. Graphic icons on all actuator paddles to indicate function.
 - j. Black matte finish including textured actuator paddles.
3. Textured black three-section telescoping cover over pneumatic lift.
 4. Seat 17-3/4" D x 19" W (upholstered). Ergonomically contoured 1/2" thick, 7-ply laminated hardwood inner seat with waterfall front. Threaded steel fasteners for arms and mechanism.
 5. Seat foam. Sculptured, 3" thick, Q31 high resilience, fabricated polyurethane foam, 27-36 lb. IFD, 2.4 sag factor, 2.5 lb./cubic ft. density.
 6. Inner back 17" H x 16-1/2" W or 21" H x 17-1/2" W (upholstered). Injection molded, structural polypropylene resin, inner back ergonomically contoured horizontally and vertically with threaded steel fasteners installed for attaching back upright and integrally molded fasteners to attach outer back.
 7. Inner back foam. 3" thick, H28X polyurethane foam, 27-35 lb. IFD, 2.0 sag factor, 1.8 lb./cubic ft. density with 13" or 15" W x 3" H x 3/4" thick, LL32X polyurethane foam, lumber pad, 30-38 lb. IFD, 1.7 sag factor, 1.2 lb./cubic ft. density.
 8. Outer back. Black, textured, injection molded, structural polypropylene resin with integrally molded color and integrally molded fasteners for attaching to inner back.
 9. 3" x 1/4" high strength steel back upright with eight position, ratchet-type, northfield back height adjustment mechanism with 2-1/2" travel.
 10. 55mm black dual wheel hooded carpet casters with 45mm barrel and 7/16" x 7/8" stem with retainer ring.
 11. Base. Black powder coated 5-leg die-cast aluminum. 25" diameter at caster centers. Matte textured finish.
 12. Eclipse arms:
 - a. Height adjustment: 3-1/8", nine position, convenient side trigger actuation.
 - b. Width adjustment: Lever actuated, five position, 1-5/8" travel.
 - c. Arm pad pivot: 30 degree to left and right. Each position secured by detent.
 - d. Arm pad depth adjustment: Six detent positions 2-3/8" travel.
 - e. Upper housing: High performance, glass fiber reinforced polymer.
 - f. Vertical support: 1-1/2" diameter steel tube.
 - g. Horizontal support: 2-1/4" wide x 1/4" thick steel.
 - h. Support bracket: 7/32" thick solid extruded aluminum.
 - i. Gel pad: 4-3/8" x 9" oval. Textured, injection molded "skin", resilient gel interior, steel inner structure with threaded holes for mounting. Black.

13. Shall provide Instructional hang tags.

004 425-06-55

PARTS FOR CHAIR KIT, PC1 TASK CHAIR, ICF #DA1562

\$288.97/KIT. Specifications as follows:

1. SUSPA #c19-622220, gas lift, 50mm, 17-4, pneumatic lift.
2. Gordon 5601 Control with the following features:
 - a. Control swivels and tilts.
 - b. "Knee-tilt" action with seat tilt fulcrum 6-3/4" forward of the gas lift centerline.
 - c. At-rest seat position lever selects any one of three positions, -2 degrees, +1/2 degree, or +3 degrees.
 - d. Back tilts 2 degrees for each 1 degree of seat tilt. Back tilt range 22 degrees.
 - e. Seat tilt range: -2 degrees to +9 degrees.
 - f. Six seat tilt lock positions with non-rebound feature.
 - g. Tilt tension adjustment handwheel.
 - h. Seat depth adjustment: 2-3/8" travel in 3/8" increments with activation paddle at the front, left side of the mechanism.
 - i. Separate paddle to activate pneumatic lift.
 - j. Graphic icons on all actuator paddles to indicate their function.

- k. Black matte finish including textured actuator paddles.
- 3. Textured black three-section telescoping cover over pneumatic lift.
- 4. Seat 19-1/2" D x 20-1/2" W (upholstered). Ergonomically contoured polypropylene (gray) outer seat shell molded to accept six 1/4"-20 flanged nuts for attaching arms and mechanism with waterfall front edge. Black inner polypropylene seat pan ribbed for reinforcement and flexible front edge. Outer seat shell and inner seat pan material specifications: density—0.899 g/cm cubed; tensile strength—250 kg/cm squared; flexural strength—10500 kg/cm squared; Rockwell hardness—82 rr; Izod impact test (notched)—7 kg times cm/cm.
- 5. Seat foam. Molded high resiliency foam, meeting Cal 117 Fire Code. Foam thickness: 2-1/2" thick. Foam depth: 19". Foam width: 20".
- 6. Back. 22" wide x 27" high (22" from seat to top of back). Two piece construction injection molded nylon back frame (gray). Frame is an open style frame designed to accept a polyester weave mesh upholstery. Back frame is ergonomically contoured with a defined lumbar support region. Injection molded nylon outer cover mechanically fastened to injection molded nylon inner frame at 10 anchor locations. Inner frame contoured to accept a rubber spline around back frame perimeter. Inner nylon frame reinforced by two 1/8" x 1/2" x 20" steel rods. Steel rods positioned at left and right sides and positioned vertically. The inner frame secured to control assembly at four molded anchor locations. Nylon material specifications: 60% nylon, 30% glass filled (fiber), 10% lubricant.
- 7. Back mesh: 100% polyester, black.
 - a. Breaking strength – LBF (ASTM D 5034-95): warp: 185.7, fill: 67.3.
 - b. Yarn slippage-LBF (ASTM D 4034095): warp: 38.0, fill: 25.7.
 - c. Resistance to pilling (ASTM D 3511-99) – no pilling.
 - d. Surface abrasion (ASTM D 3597-95A, Sec. 7.4) – 30,000 cycles.
 - e. Colorfastness to crocking (AATCC 8-1996) dry: 3.5, wet: 4.0.
 - f. Colorfastness to light (AATCC 16-1988 OPT. E) – Grade 5 after 40 std. Hours.
 - g. Flammability: Shall meet Cal 117 requirements.
- 8. Lumbar support: 16-5/8" x 5-3/4" x 1-1/4": Outer and inner polypropylene covers which snap together via molded bosses and recesses in the respective covers. Molded foam bonded to the inner cover and the outer cover is snapped on the opposite side of the inner cover. The unit moves up and down with a travel of 2-1/2". Bushings are screwed to back frame and interlock with slots in the inner and outer cover to keep the lumbar assembly attached to the back frame.
- 9. Lumbar foam: 16-5/8" x 5-3/4" x 1" molded foam.
 - a. Density: 52 g/cm³.
 - b. IFD: 16-18 kg/314cm².
 - c. Compression modulus: 50%.
 - d. Passes Cal 117.
- 10. Back attachment weldment. Color matched (gray), 4" x 8mm high strength steel welded to 2.0mm contoured oval steel tube. Tube dimensions: 13/16" x 1-1/2" x 19-1/4". Attaches to control mechanism with three 3/8-24 bolts and nut fasteners with nut retainer plate. Tube designed to mate to left and right handed "L" shaped steel reinforced nylon housings. Nylon housings are mechanically fastened to back assembly at four locations.
- 11. 75mm (3") diameter color matched (gray) dual wheel carpet caster. 7/16" diameter x 7/8" long stem with spring steel retaining ring.
- 12. Color matched (gray), five-leg aluminum base. "Umbrella" style, 26" diameter at caster centers. Matte finish.
- 13. Chair measurements as measured with BIFMA chair measuring device (CMD):
 - a. Backrest height (from seat to top of back rest): 22".
 - b. Seat height: 17-1/2" to 22-1/4".

- c. Seat depth: 19-1/2" to 21-1/2".
 - d. Seat width: 20-1/2".
 - e. Backrest to seat angle: 90 to 112 degrees.
14. Chair includes compact disc hang tag with ergonomic adjustment instructions.

Arm Specifications:

- 15. Arm pads. 3-1/2" x 10-7/8" x 1-1/2", ergonomically contoured, black polyurethane covered. Foam core.
- 16. Arms. Color matched (gray) nylon arms. 1-1/2" arm width adjustment and 2-1/2" height adjustment. Push button height adjustment and lever actuated width adjustment with high-performance polymer levers and steel wrapped housing. Steel arm housing welded to 4" x 8mm high strength steel bar. 4" steel bar mechanically fastened to polypropylene seat steel and control at four locations. Nylon material specifications: 60% nylon, 30% glass filled (fiber), 10% lubricant.

005 425-06-55 PARTS FOR CHAIR KIT, BREAKAWAY PACIFIC ARM KIT, ICF #DA1483,

\$82.26/KIT. Specifications as follows:

- 1. Arm pads. 3" x 10" x 1-3/8", ergonomically contoured, black, self-skinned, textured, 60 durometer polyurethane.
- 2. Arms. Seven position, 2-1/4" travel, twist knob height adjustment in high-performance polymer housing. 1/4" x 2-1/4" high-strength steel frame with polymer insulated hinge to "swing" arm pad to the rear for easier entry and exit from the chair. Four position, 1-1/4" travel, lever actuated width adjustment with high performance polymer levers and steel wrapped housing.

006 425-06-55 PARTS FOR CHAIR KIT, DOHENY LOOP ARM KIT, ICF #DA1389,

\$61.39/KIT. Specifications as follows:

- 1. Arm pads. Closed loop, black, self-skinned, textured, 60 durometer polyurethane.
- 2. Arms. Eight position, 2-3/4" travel, push button height adjustment in high performance polymer housing. 1/4" x 2-1/4" high-strength steel frame. Four position, 1-1/4" travel, lever actuated width adjustment with high-performance polymer levers and steel wrapped housing.

**Agency Ship-To Address: Department of Corrections
Michigan State Industries
I-Max Correctional Facility – Furn Rest –1291
1576 West Bluewater Highway
Ionia, MI 48846**

**CHAIR FRAME
ITEM LISTING**

	ICF Part Number	Description	Minimum Order Quantity	Unit Price
1	10900319	HANG TAG OPERATOR TASK CHAIR	250	<u>\$0.16</u>
2	10900904	HANG TAG TUF GRANDE/COP ADJSTM	250	<u>\$0.16</u>
3	12050011	ERGO LOBBY BASE FRAME ONLY BLK	1	<u>\$25.82</u>
4	12050020	SPRING CLOSURE BLACK	200	<u>\$0.38</u>
5	22530065	SCR #8X1/2 PN HD STS ZINC	1,000	<u>\$0.02</u>
6	22530172	SCR 1/4-20X1-1/2 PAN HD MS BLK	1,000	<u>\$0.06</u>
7	22530350	SCR 1/4-20X2 PAN HD MS ZINC	1,000	<u>\$0.05</u>
8	22530382	SCR1/4-20X1/2SQPHPNHDWZLKGR5BZ	1,000	<u>\$0.07</u>
9	22530383	SCR1/4-20X1 SQPHPNHDWZLKGR8BZ	1,000	<u>\$0.11</u>
10	22530407	SCR 1/4-20X1 FL SOC GR8 BLK	1,000	<u>\$0.13</u>
11	22530413	SCR1/4-20X3/4SQPHPNHDWZLKGR8BZ	1,000	<u>\$0.10</u>
12	23000157	1/4-20X7/16 PROPELL NUT ZINC	1,000	<u>\$0.08</u>
13	23000205	TNUT 1/4-20X7/16 HOOKPRONG ZNC	1,000	<u>\$0.05</u>
14	23000206	TNUT 1/4-20X3/8 HOOKPRONG ZINC	1,000	<u>\$0.05</u>
15	2K2941	BASE INT USE 28 X 50MM BLK	4	<u>\$43.53</u>
16	2K3297	FR 69420-15 BLKENT 2.0 IN	10	<u>\$26.44</u>
17	2N0173	BASE BLACK 190-25-5-50	72	<u>\$16.04</u>
18	2N0187	BASE BLACK 220-25-50	72	<u>\$18.72</u>
19	2N0288B	BACK 1002758-1 OUTER	25	<u>\$7.30</u>
20	2N0288F	BACK 1002758-1 FASTENERS	100	<u>\$0.02</u>
21	2N0289	BACK 1002758-1 LG INNER	25	<u>\$7.30</u>
22	2N0314	SEAT 100 1905-5 GP-35 ABS	25	<u>\$10.71</u>
23	D20099	FOAM SEAT VALUE LINE	10	<u>\$8.90</u>
24	D20100	FOAM BACK VALUE LINE	10	<u>\$5.61</u>
25	D20325	GAS LIFT 50MM TITAN C19-62200	16	<u>\$15.20</u>
26	D60011	LABEL-PUSH DOWN TO LOCK	10	<u>\$0.24</u>
27	D60015	LABEL-LIFT TO ADJUST	10	<u>\$0.24</u>
28	D60017	LABEL-LIFT TO ADJUST ANGLE	10	<u>\$0.24</u>
29	D70139	ARM DOHENY ADJ LP 1000713 BLK	20	<u>\$10.03</u>
30	D70689	ARM PAD 100 1855-5 30DURO BLK	40	<u>\$5.27</u>
31	D70800	ARM PAD MOBILE BLACK	30	<u>\$7.35</u>
32	D70823	ARM 100 2025-5 C BLACK 30	20	<u>\$14.75</u>
33	D71014	ARM PD100 2678-1 MONTREY BLK	40	<u>\$5.27</u>
34	D80143	CASTER SOFT 50MM HD BLK	100	<u>\$1.64</u>
35	D80193	CASTER SOFT 55MM HDBARREL BLK	100	<u>\$1.85</u>
36	D80212	CASTER 5545 HD BARREL BLK	100	<u>\$0.89</u>
37	DA0011	ARM MT PLATE MED GREY OPR-TUF	25	<u>\$3.34</u>
38	DA0030	BACK EDGE TRIM (FT)	1,000	<u>\$0.28</u>
39	DA0032	FOAM SEAT MED. CONTOUR	10	<u>\$10.93</u>
40	DA0124	FOAM IS BACK EXLG W/FM LUMB	10	<u>\$12.80</u>
41	DA0140	WOOD BACK 22 1/2 SYB0782	200	<u>\$10.29</u>

42	DA0141	FOAM OS BACK 22 1/2 BACK	10	<u>\$1.68</u>
43	DA0142	ARM VH ADJ RH BLK	50	<u>\$10.73</u>
44	DA0143	ARM VH ADJ LH BLK	50	<u>\$10.73</u>
45	DA0187	LUMBAR SUPPORT MECH W/8 HANDLE	20	<u>\$26.04</u>
46	DA0188	LUMBAR HNDL RETAIN CLIP LPC-5	20	<u>\$0.03</u>
47	DA0191	LUMBAR HANG TAG	20	<u>\$0.18</u>
48	DA0220	LUMBAR BLACK KNOB	20	<u>\$0.15</u>
49	DA0221	LUMBAR BLACK TUBE 8 1/2 IN	20	<u>\$0.01</u>
50	DA0256	WASHER 3/8 SAE FLAT BLK	50	<u>\$0.03</u>
51	DA0257	WASHER 3/8 STAR B/O	1,000	<u>\$0.11</u>
52	DA0472	WOOD SEAT GR TUF NO TNUTS	200	<u>\$32.12</u>
53	DA0473	FOAM SEAT GR TUF	10	<u>\$29.67</u>
54	DA0531	FOAM SEAT MED PILLOW	50	<u>\$31.48</u>
55	DA0546	TUF MD ST WD DRL FOR SP1800CTL	100	<u>\$14.32</u>
56	DA0549	MOBILE ARM SL/SW/TL ASSEMBLY	50	<u>\$9.70</u>
57	DA0602	WOOD IS BACK 24	200	<u>\$15.55</u>
58	DA0606	FOAM OS BACK 28	100	<u>\$2.43</u>
59	DA0607	FOAM OS CTR SOF	100	<u>\$0.67</u>
60	DA0610	WOOD IS BACK 16	200	<u>\$10.93</u>
61	DA0611	FOAM IS BACK 16 SCULP	100	<u>\$12.44</u>
62	DA0613	FOAM OS BACK 16	100	<u>\$1.51</u>
63	DA0614	WOOD IS BACK 20	200	<u>\$12.16</u>
64	DA0615	FOAM IS BACK 20 SCULP	10	<u>\$30.20</u>
65	DA0617	FOAM OS BACK 20	100	<u>\$1.83</u>
66	DA0618	WOOD SEAT MED W/O T-NUTS	200	<u>\$10.70</u>
67	DA0619	FOAM SEAT MED SCULP	10	<u>\$25.40</u>
68	DA0620	WOOD SEAT LARGE W/O T-NUTS	20	<u>\$15.80</u>
69	DA0621	FOAM SEAT LARGE SCULP	10	<u>\$31.74</u>
70	DA0622	WOOD OS BACK 24	200	<u>\$8.03</u>
71	DA0623	FOAM OS BACK 24	100	<u>\$2.04</u>
72	DA0625	FOAM IS BACK 24 SCULP	10	<u>\$29.17</u>
73	DA0626	WOOD IS BACK 28	200	<u>\$22.12</u>
74	DA0627	FOAM IS BACK 28 SCULP	10	<u>\$27.45</u>
75	DA0638	X-MAS CLIP #60 PANEL FASTENER	1,000	<u>\$0.17</u>
76	DA0642	INSERT HEADREST W/RELEASE	20	<u>\$1.54</u>
77	DA0643	INSERT HEADREST W/O RELEASE	20	<u>\$1.51</u>
78	DA0719	HEADREST MOLDED FOAM TILTABLE	20	<u>\$22.67</u>
79	DA0720	BRKT HEADREST MOUNTING W/PLATE	20	<u>\$4.10</u>
80	DA0735	BACK PLASTIC FULL 16 SOF 1175	25	<u>\$14.71</u>
81	DA0736	BACK PLASTIC FULL 20 SOF 1176	25	<u>\$16.04</u>
82	DA0737	WOOD OS BACK 28	200	<u>\$11.92</u>
83	DA0745	COVER AUTO-CHA PLASTIC 24 & 28	25	<u>\$11.79</u>
84	DA0751	FOAM BACK IS 16 PILLOW	100	<u>\$15.92</u>
85	DA0752	FOAM IS BACK 20 PILLOW	100	<u>\$19.58</u>
86	DA0816	COVER AUTO-CHA PLASTIC 16 & 20	25	<u>\$13.38</u>
87	DA0958	WOOD OS BACK 16	200	<u>\$5.57</u>
88	DA0959	WOOD OS BACK 20	200	<u>\$7.02</u>
89	DA1166	SOF ADV TASK HANG TAG (T3001)	25	<u>\$0.18</u>
90	DA1167	SOF OFC DELUXE HANG TAG(T4002)	25	<u>\$0.24</u>
91	DA1170	ADAPTER BRKT S/M/L SMALL L/L	25	<u>\$1.01</u>
92	DA1183	ARM MOBILE REINFORCEMENT PLATE	25	<u>\$3.50</u>

93	DA1198	GAS LIFT C1962141HD TALL TUF	16	<u>\$24.92</u>
94	DA1234	FOAM IS BACK XLG	10	<u>\$37.71</u>
95	DA1245	SPACER 4 SOF AUTOCHA	25	<u>\$1.03</u>
96	DA1269	ARMS ERGO7 CSADJ2 BLK SHORT LH	50	<u>\$12.30</u>
97	DA1270	ARMS ERGO7 CSADJ2 BLK SHORT RH	50	<u>\$12.30</u>
98	DA1391	GAS CYLINDER C1962068 HD STOOL	16	<u>\$19.54</u>
99	DA1485	GAS LIFT 50MM TITAN C19-62208	16	<u>\$13.98</u>
100	F30001	WOOD SEAT ERGO W/ TNUTS	200	<u>\$17.27</u>
101	F30051	FOAM SEAT MOLDED ERGO	10	<u>\$13.80</u>
102	F30091	SCR 1/4-20X1-3/4 PAN HD MS ZNC	1,000	<u>\$0.04</u>
103	F30092	WASHER 1/4 LOCK BLACK ZINC	1,000	<u>\$0.03</u>
104	F30352	SCR 1/4-20X3/4 HXHDM5GR5 BLKZC	1,000	<u>\$0.05</u>
105	F30397	SCR 1/4-20X1 3/4 HEX HD GR5	1,000	<u>\$0.10</u>
106	F30413	WOOD BACK DHB W/ TNUTS	200	<u>\$20.57</u>
107	F30415	FOAM OS BACK TUF GR/DHB	100	<u>\$6.01</u>
108	F30418	ARM MT PLATE S/L BLACK ZINC	200	<u>\$4.76</u>
109	F30437	SCR 1/4-20X1 HEX HD GR5 BLK	1,000	<u>\$0.06</u>
110	F30546	WASHER 1/4 SAE FLAT BLK	1,000	<u>\$0.02</u>
111	F30612	ARM BRKT ERGO VIII CS SH L/L	50	<u>\$17.87</u>
112	N13760	CTL T3001HDFTSTLTAEB3 17-4SSBK	100	<u>\$104.31</u>
113	N13837	T4002TABTTLEB-3BLK17-4W/AUTOSS	40	<u>\$122.78</u>
114	N14223	CTL T3001HDFTSTATLJBUFEBLK17E	50	<u>\$49.73</u>
115	N14238	T3001HDFTSTLTAEB3 17-4SSBK WW	100	<u>\$72.36</u>
116	N14242	T3001HDFTSTATLJBUFEBLK17E WW	50	<u>\$60.16</u>
117	N14307	T4002TABTTLEB3174ESSBLKWW	100	<u>\$94.04</u>
118	N20622	UPRIGHT MTG PLATE 2CB BLK UNI	50	<u>\$20.98</u>
119	N21385	SP1800DLNTA 2.25 BLK 17-E	100	<u>\$43.64</u>
120	N21598	CTL SP6000 STATL 3EB 17-4 BLK	100	<u>\$43.77</u>
121	N40345	ARM KNOB 3/8-24 STAR	400	<u>\$2.09</u>
122	N40482	PLUG 18275 STOP BUTTON	100	<u>\$0.13</u>
123	N40590	SCR 5/16-18X1/2 BUTTONHD ALLEN	1,000	<u>\$0.22</u>
124	N40696	PLUG BUTTON FOR TA791 LEVER	100	<u>\$0.13</u>
125	N40749	LEVER-TA T3001 BLK BT-BLK	100	<u>\$3.05</u>
126	N41315	TELECOVER 3PC 4 BLK FLAT TOP	200	<u>\$1.70</u>
127	N41414	LEVER TA SP6000 BLK BT BLK	100	<u>\$3.05</u>
128	N41434	PLUNGER TA SP6000	100	<u>\$0.37</u>
129	N41890	HANDWHEEL ROUND BLK LG W/BOLT	100	<u>\$3.34</u>
130	N42285	CLIP TOP ACTIVATOR - E TYPE	100	<u>\$0.13</u>
131	N42498	SPRING PIVOT & ARTICULATING	100	<u>\$0.26</u>
132	N42519	NUT FLANGE 3/8-24 WHIZ-LOCK	1,850	<u>\$0.19</u>
133	N42560	LEVER TA T4002 BT BLK	100	<u>\$3.38</u>
134	N42662	CAP .187 DOME BLACK STARLOCK	100	<u>\$0.40</u>
135	N42670	TILT PIN .187X1.680RDHD BLK	100	<u>\$0.26</u>
136	N42680	COVER SAFETY T3001 CONTROL	100	<u>\$0.24</u>
137	N42843	CS L/L SQ CAP BLK	100	<u>\$0.30</u>
138	N42886	CARRIAGE BOLT 3/8-24X1 RND HD	1,850	<u>\$0.32</u>
139	N42919	SAFETY COVER T3001 WITH SS	100	<u>\$0.02</u>
140	N42982	ARM BRKT CS-LVR LAT SHRT ASSEM	100	<u>\$3.05</u>
141	N42983	ARM BRKT CS-LVR LAT SHRT INNER	100	<u>\$2.43</u>
142	N42984	ARM BRKT CS-LVR LAT SHRT OUTER	100	<u>\$2.43</u>
143	N43124	PLASTIC HINGE COV FOR FIXUPRT	100	<u>\$2.45</u>

144	N43590	BRACKET REINF CHA 3IN BLK	100	<u>\$1.00</u>
145	N43591	STRAP AUTOCHA 4 JBU	100	<u>\$1.18</u>
146	N50875	BU18275 BLK ICF 1BND FIX HINGE	50	<u>\$14.61</u>
147	N50973	BUCHA AUTO 4 3000 JBUM BLK ICF	50	<u>\$24.15</u>
148	N51199	BU AUTO-CHA 3EB 3000 BLK	50	<u>\$27.33</u>
149	N51241	BUCHA AUTO 4EB 3000 BLK 125DEG	50	<u>\$33.49</u>
150	N51400	BU3375 3 BLK JBUF4HTOPDBLBND29	50	<u>\$19.53</u>
151	N70316	GLN 50MM DBL 80 CLASS IV	16	<u>\$11.37</u>
152	N70317	GLN 50MM DBL 100 CLASS IV	16	<u>\$14.58</u>
153	N70339	GLN 50MM DBL 120 CLASS IV	16	<u>\$14.58</u>

WARRANTY

Indiana Chair Frame (ICF) Warranty – Seating

ICF warrants its products to the original user to be free of defects in material and workmanship from the date of delivery for the period set forth below for each category of chair use, when products are manufactured, installed, and used as instructed by ICF. Contact your ICF representative for a list showing the use category of each chair model. Specified use categories for each chair are published periodically by ICF. Chairs used outside specified use category are not covered by this warranty.

Standard Use: Occupant weighing up to 300 pounds, general office, one shift, 40 hours per week.

Non-moving wood and metal components – ten years
Tilt mechanisms, arm and back mechanisms – five years
Gas cylinder, casters, foam plastic resin, exposed wood components – two years

Heavy Duty Use or 24/7 Use: Occupant weighing up to 300 pounds, multiple shifts seven days per week.

Non-moving wood and metal components – five years
Tilt mechanisms, arm and back mechanisms – two years
Gas cylinders, casters, foam, plastic resin, exposed wood components – one year

Intensive Use: Occupant weighing up to 400 pounds, multiple shifts up to 24 hours per day, seven days per week.

Non-moving wood and metal components – five years
Tilt mechanisms, arm and back mechanisms – two years
Gas cylinders, casters, foam, plastic resin, exposed wood components – one year

ICF's warranty is of no effect if (i) the product is not stored or handled appropriately; (ii) the product is altered, misused, modified, or negligently handled – whether such conduct is accidental or intentional; (iii) the defect of the product resulted from damage occurring after receipt of shipment; or (iv) the defect of the product has not been reported to ICF promptly after discovery of it.

IF SELLER BREACHES THE WARRANTY AND THE CONDITIONS FOR THE APPLICABILITY OF THE WARRANTY ARE MET, ICF SHALL, AT ITS OPTION, EITHER REPLACE OR REPAIR THE NONCONFORMING GOODS. LABOR, TRANSPORTATION, OR REPAIR CHARGES ARE NOT INCLUDED. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

IN NO EVENT SHALL ICF BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR A BREACH OF THIS WARRANTY.

EXCEPT AS EXPRESSLY STATED ABOVE, ICF DISCLAIMS ALL AND DOES NOT MAKE ANY ADDITIONAL REPRESENTATIONS, WARRANTIES AND /OR INDEMNITIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS, WARRANTIES, AND/OR INDEMNITIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRICE, PATENT OR ANY OTHER MATTER.

ICF reserves the right to inspect products/component considered to be defective prior to taking any action under warranty, and at its option may repair or replace any product/component, which, in ICF's judgment, is not functioning properly. ICF may require purchaser to provide proof of purchase and in the event of doubt as to warranty coverage, ICF's decision is final.

Due to their inherent nature, materials such as wood, fabric, leather, foam, and certain plastics are subject to minor variation and irregularities of color, grain, and texture and are subject to normal wear. This warranty specifically does not apply to any claims for such variations or wear.

The terms and conditions of this warranty are exclusive and in lieu of all other warranty-related terms and conditions appearing on any buyer's purchase order or elsewhere, and shall govern all warranties of goods and products by ICF to any buyer.