



STATE OF MICHIGAN PROCUREMENT
 Department of Technology Management and Budget
 525 W. Allegan 1st Floor, Lansing, MI 48913
 P.O. BOX 30026 Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 200000000372
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	CareLinc Medical LLC
	89 54 th St. SW
	Grand Rapids, MI 49548
	Edward Southworth
	517-937-4905
	esouthworth@carelinccmed.com
	CV0041508

STATE	Program Manager	Various	Various
		See Section 4 Program Manager – Standard Contract Terms	
	Contract Administrator	Sarah Walter	DTMB
		517-256-4237	
		Walters6@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Anti-Ligature Furnishing Services – Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 1, 2020	January 31, 2025	5, 1-year	N/A
PAYMENT TERMS		DELIVERY TIMEFRAME	
2%NET20; Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of our inquiring RFP No. 190000003175. Orders for delivery will be issued directly by Departments through the issuance of a Delivery Order Form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$600,000.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Sarah Walter, Category Analyst
Name & Title

DTMB Procurement Services
Agency

Date

STATE OF MICHIGAN

Contract No. 200000000372
Statewide – Anti-Ligature Furnishing Services

Table of Contents

1. Standard Contract Terms	Pages 4 – 13
2. Federal Provisions Addendum	Pages 14 – 16
3. Byrd Anti-Lobbying Certification	Page 16
4. Schedules:	
Schedule A – Statement of Work	Pages 17 – 26
Schedule B – Pricing	Pages 27 – 28
Schedule C – Product Specifications	Pages 29 – 30
5. Vendor Products:	
Schedule D – Zenith Series – Extended Care Beds Specifications	Pages 31 – 39
Schedule E – LUMEX C600 Comfort Series	Pages 40 – 41



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and CARELINC MEDICAL ("**Contractor**"), a MICHIGAN LIMITED LIABILITY COMPANY. This Contract is effective on February 1, 2020 ("**Effective Date**"), and unless terminated, expires on January 31, 2025.

This Contract may be renewed for up to 5, additional 1-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Change Notice.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

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

If to State:	If to Contractor:
Sarah Walter 525 W. Allegan St. Lansing, Michigan, 48819 WalterS6@michigan.gov 517-256-4237	Edward Southworth 89 54 th St. SW Grand Rapids, MI 49548 esouthworth@carelincmed.com 1-888-810-5410 517-937-4905

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Sarah Walter 525 W. Allegan St. Lansing, Michigan, 48819 WalterS6@michigan.gov 517-256-4237	Edward Southworth 89 54 th St. SW Grand Rapids, MI 49548 esouthworth@carelincmed.com 1-888-810-5410 517-937-4905

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

State:	Contractor:
Mohamad (Mike) Hassan 222 N. Washington Square Lansing, Michigan, 48933 HassanM1@michigan.gov 517-257-2761	Edward Southworth 89 54 th St. SW Grand Rapids, MI 49548 esouthworth@carelincmed.com 1-888-810-5410 517-937-4905

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$4,000,000 General Aggregate	Contractor must have their policy follow form.

Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

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

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

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

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

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

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

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.

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

23. Termination for Cause. The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve

Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an

obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, though, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and

provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
- 41. Reserved.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Reserved.**
51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
52. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
54. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

- 1. Federally Assisted Construction Contracts.** If this contract is a “**federally assisted construction contract**” as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2 Davis-Bacon Act (Prevailing Wage)

- a If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3 Copeland "Anti-Kickback" Act. If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4 Contract Work Hours and Safety Standards Act. If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

5 Rights to Inventions Made Under a Contract or Agreement. If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6 Clean Air Act. If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. **Debarment and Suspension.** A “contract award” (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
8. **Byrd Anti-Lobbying Amendment.** If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under 31 USC 1352.
9. **Procurement of Recovered Materials.** Under 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the “Byrd Anti-Lobbying Amendment.” Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal, hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

STATE OF MICHIGAN

Contract No. 200000000372
Statewide – Anti-Ligature Furnishing Services

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

BACKGROUND

Department Military and Veterans Affairs (DMVA)

DMVA is seeking to establish a means for purchase of Anti-ligature furniture for all State Facilities including live-in homes. DMVA facilities operate in accordance with the Standards set forth by the Joint Commission (TJC), Center for Medicare and Medicaid Services (CMS) and DMVA regulations. The Contractor assigned must be able to meet the specifications set in this Contract.

Currently DMVA is in need of 128 beds, 128 mattresses, 4 bed extension kits, 4 side rails, and 4 extended mattresses for each facility (2), for the following facilities:

- Chesterfield – Home for Veterans
- Grand Rapids - Home for Veterans

SCOPE

The Michigan Department for Military and Veterans Affairs (DMVA) has a need for anti-ligature, psychiatric/behavioral health furniture.

Furniture must be designed in a way to eliminate points where a rope, clothing or bed sheet can be looped around to cause self-harm to a client.

Furniture must also have a way to be secured to a wall or floor to prevent the piece of furniture from being picked up or moved. Furniture surfaces must be stain-resistant, and not be moisture absorbent.

Please Note: additional State Agencies may request use of this Contract; additional Agencies will be added via Contract Change Notice.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

The Contractor must provide Anti-Ligature Furnishings meeting that specifications of Schedule C – Product Specifications, and the Standards set forth by The Joint Committee (TJC) and Center for Medicare and Medicaid Services (CMS) regulations and DMVA regulation.

Please Note: Schedule C – is not an all-inclusive list of items, the State may request additional items for purchase on an as needed basis.

1.2 Additional Products

The Contractor may offer alternate Anti-Ligature Furnishings that vary from the specifications outlined in Schedule C. Alternate furnishing must be clearly described, all variances from the specifications in this proposal must include descriptive literature that contains complete specifications.

Please Note:

- Completion of this requirement is only necessary if your organization wishes to include alternate items for consideration.
- For items offered that do not meet the specifications outline in Section 1.1 – DMVA reserves the right to request a Demo of proposed products.

1.3. Warranties

The Contractor will handle any repairs or replacements for products recalled, and offer following warranties for Zenith Products:

- **Frame:** 15-years
- **Motors and Control Box:** 5-years
- **Other Electronics:** 3-years
- **Bed Accessories and Unspecified Components:** 2-years
- **Head and Footboards:** 1-year

Please Note: The State reserves the right to require additional warranties other than those identified in this Contract.

1.4. Recall Requirements and Procedures

The Contractor must notify the State's applicable Program Manager when a recall is issued, to schedule a date and time to repair equipment on-site or replace/exchange recalled equipment.

1.5. Quality Assurance Program

Explain your Quality Assurance Program(s). Proposed program(s) must be continuously evaluated and improve the quality of service received by the State. Any proposed program(s) must include the following components:

1. Measurement of Key Performance indicators (KPIs)
2. Implementation of individual and system interventions to improve the quality of services;
3. Evaluation of the effectiveness of the interventions, and
4. Planning and initiation of activities for increasing and maintaining improvements in service quality
5. Plan must ensure compliance with TJC standards, including the Seven Environments of care required by TJC. Please use the link below for further details:
https://www.jointcommission.org/assets/1/6/2019_All_Programs_Organization_Survey_Activity_Guide.pdf
 - a. Safety;
 - b. Security;
 - c. Hazardous materials and waste;
 - d. Emergency management
 - e. Fire risk management
 - f. Medical equipment, and
 - g. Utilities

Please Note:

- The Contractor must work with the State to finalize and implement a quality assurance program(s), that meet the specifications above. Specifications are subject to change.
- CareLinc Medical is An ACHC (Accreditation Commission for Health Care) Accredited Organization.

1.6. Incentives

The Contractor must explain any special incentives or services including, but not limited to, return policies, restocking policies*, trade-in programs, quantity/volume discounts, or any other incentives offered.

*restocking fees, or associated charges must be built into the Contractors' proposed pricing as defined in Schedule B – Pricing, item 1.

Please Note: Restocking fees of any kind have been waved and will not be invoiced for.

1.7 Training

During the life of the Contract, and at the request of the State the Contractor must provide the following training:

- Ordering Processes & Procedures
- Shipping & Billing
- Delivery Processes
- Warranty Services
- Product Information and Application/Use Guidelines
- Web-based catalog – if applicable
- Any additional training that may be deemed necessary

Please Note:

- Training will be provided to the State at no additional cost.
- The Contractor must have the ability to and provide training materials upon request.

1.8. Reporting

The Contractor must submit to the requesting Program Area and/or Program Manager, the following written reports:

Please Note: Reports are due on a Monthly basis and must be submitted to the Program Manager(s) no later than the 15th day of the following month. Reports must also be made available to the State upon request.

- **Itemized Purchased Reports**
 - Reports must reflect the total number of items purchased by all agencies, as well as, individual agency.
- **Open invoice report**
 - Reports should show which invoices are currently outstanding and amount due
- **Deliver Report**
 - Reports should indicate address, time of delivery, items delivered and their condition at deliver, any refused or damaged items
 - A supplemental report should indicate the action plan to correct and deliver replacement items. If items were refused at the time of deliver – please indicate why: ordered by mistake, damaged, wrong items etc.
- **Purchasing Activity Report**
 - Reports must separate product design, product line, or product style etc.
 - Installation, if applicable
- **Lead Time Report**
 - Order specific performance and data by product line
 - Data should be displayed in the following format:
 - On-time and Complete Shipments, including shipment location
 - Average lead time by product line
 - Days to process and enter orders
 - Requested shipment receipt dates – differentiate which shipment request were completed on-time and past receipt date
- **Sales History Report**
 - Indicate the quantity of sales for each item by product line, style and design
 - Reports should be presented by Agency, and broken down into requesting facility, as well as presented by Statewide totals
- **Other – Additional Reports**
 - Any additional report the State may request; please note the State will work with the Contractor to develop and implement additional reports requested.

2. Staffing

2.1. Contractor Representative

The Contractor must appoint at least one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the “Contractor Representative”).

The Contractor must notify the Contract Administrator at least 15 calendar days before removing or assigning a new Contractor Representative.

Contractor Representative: Ed Southworth
Phone: 517-937-4905
Email: Esouthworth@carelincmed.com

2.2. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00a.m. to 5:00p.m. EST.

Toll-free Contract Number: 1-888-810-5410

2.3. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8:00a.m. to 5:00p.m. EST.

When providing support, the Call Center must resolve the caller's issues within 30 minutes. If issue resolution cannot be provided within 30 minutes – due to complexity of the request, issues must be resolved within 48-hours of submission.

Toll-free Contract Number: 1-888-810-5410

Ask for Ed Southworth

2.4. Key Personnel

The Contractor must appoint at a minimum 3 individuals who will be directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 48 hours.

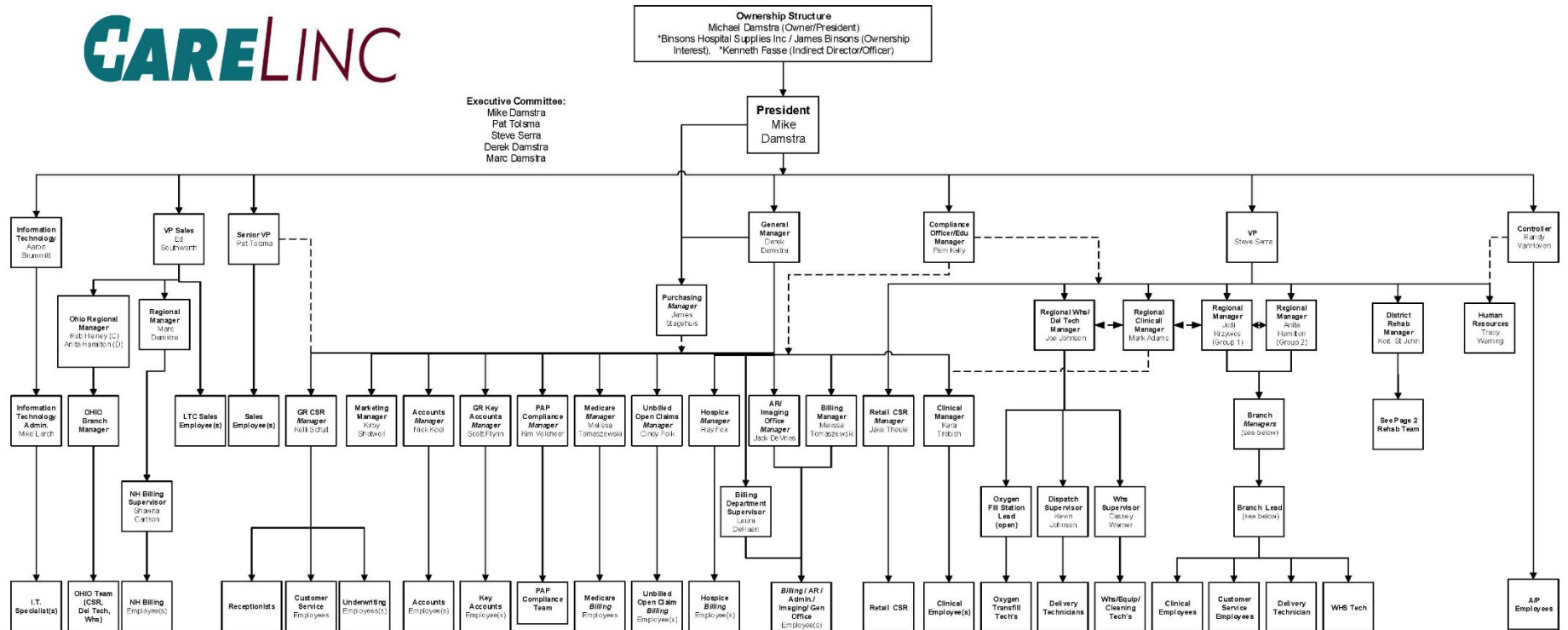
The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

Key Personnel Table			
Position	Name (First and Last)	Physical Location of Employment	Years of Experience in Current Role
1. Account Manager	Ed Southworth	Grand Rapids, MI	15 years
2. Account Representative	Marc Damstra	Grand Rapids, MI	20 years
3. Contractor Representative	Joe Johnson	Grand Rapids, MI	25 years

2.5. Organizational Chart

Provide an overall organizational chart that details staff members, by name and title, and subcontractors.



Ohio Branch Managers:
Columbus (C) = Josh Snyder
Delta (D) = Ervin Fress

Branch Managers (Group 1):
Hillsdale = Shirley Easton, Grand Haven = Terry Frey, Gaylord Whs = Kyle Obey, Hastings = Sheila Trow,
Holland = Justin Arquette, Kalamazoo = Jim VandeGuchte, Haslett = Jarad Salisbury,
Sturgis/Three Rivers = Brenda Carmean, West Branch = Lori Jonsson

Branch Manager Support (Group 1):
Haslett Dispatch Supervisor = Jen Vandenske
Kalamazoo Showroom Supervisor = Tom Roe
Kalamazoo Dispatch Supervisor = Scott Kirkin
West Branch Team Lead = Brenda Jonsson

Branch Managers (Group 2):
Ann Arbor = Jerry Hagen, Big Rapids = Karen Lyons, Cadillac / Reed City = Dave May,
Greenville = Ryan Smith, Jackson = Mike Oxendale, Livonia Whs = Jake Johnson,
Ludington / Mansite = Bruce Plasterer, Saginaw = Bill Taft

Branch Manager Support (Group 2):
Big Rapids Warehouse Supervisor = Brandon Barone
Greenville Team Lead = Penny Neese
Jackson Team Lead = Christina Henry
Livonia Team Lead = Matt Klein
Livonia Dispatch Supervisor = Scott Cutting

Rehab Department:
Rehab Home Access Tech Team Lead = Bill Neese

Prepared By: _____ Date: _____ Approved By: _____ Date: _____

ADOP01228

2.6. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number;
- A description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
 - A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- The relationship of the subcontractor to the Contractor.
 - Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

Please Note: If a subcontracted service(s) is not currently utilized, but may be in the future, the above information must then be provided.

2.7. Security

The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor will be subject the following security procedures:

The bidder must:

- (a) explain how it intends to ensure the security of State facilities,
- (b) whether it uses uniforms and ID badges, etc.,
- (c) identify the company that will perform background checks, and
- (d) the scope of the background checks.

Please Note: The State may require the Contractor's personnel to wear State issued identification badges. The Contractor must explain any additional security measures in place to ensure the security of State facilities.

2.8. Meetings

The Contractor must attend the following meetings:

- Kick-off meeting within 30-calendar days of the Contract Effective Date
- Weekly/bi-weekly implementation update meetings – if applicable
- Introduction meeting – if applicable
- Weekly review and status meeting:
 - This meeting will be held between the Contractor's Program Manager and the State, to review process and performance – if applicable
- Quarterly Review Meetings
- Any other State may request other meetings as it deems appropriate.

3. Electronic Catalog

To enable catalog management functionality, the Contractor must supply the State with product and pricing information as identified in Schedule B – Pricing of this Contract.

The State's preferred method for catalog management is online – please indicate where your organizations current pricing and product offerings can be viewed. If web-based view for catalogs is not available, please indicate your process for catalog management.

Web-Based Catalog Available at: <https://www.carelinmed.com/>

- A passcode to access Web-based catalog(s) will be provided upon request.

Catalog, Hard Copy: Copies are available by contacting Edward (Ed) Southworth at:

- 517-937-4905 or 1-888-810-5410
- PDF copies are also available upon request – Please note PDF's are living documents and are updated as necessary by CareLinc.

Please Note: The Contractor must supply the State with updated product and pricing information over the duration of the Contract. Should product and price change, changes will not take effect until the catalog is updated in the State's procurement system.

4. Ordering

4.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO).

4.2 Order Verification

The Contractor must have internal controls, to verify abnormal orders and to ensure that only authorized individuals place orders.

- For every order placed the Contractor must provide the ordering party with a tracking number, or other means to track the order and shipment of products purchased.
 - CareLinc utilizes a tracking file for all items ordered by an Agency (DMVA) and will provide day-to-day tracking information upon request.

5. Delivery

5.1. Delivery Programs

The Contractor must explain in detail its delivery programs (e.g., standard delivery and quick ship), including any limitations such as quantity.

The Contractor must explain the transportation method (e.g., UPS, FedEx, Contractor fleet, or other third-party carrier) it intends on utilizing in delivery of the Contract Activities.

- **Standard Order Delivery** – CareLinc utilizes its own delivery system and will hand deliver all items ordered by the State.
- **Emergency Order Delivery** – CareLinc could utilize FedEx or UPS next day at no additional charge to the State.

Please Note: The Contractor must make available a request for delivery date to State Agencies. Special delivery request should be processed and delivered to the State at no additional cost. DMVA deliveries are not expected prior to December 2020.

5.2. Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

5.3. Installation

In some instances, Installation may be required. When deemed necessary by the State, installation must be completed within 30-calendar days upon date of item receipt. Installation will be considered complete when:

- A post-installation review is completed between the Program Manager or designee and the Contractor.

Please Note: The Contractor must perform the following:

- Conduct a pre-installation walk-through with the Program Manager or designee prior to installation.
 - Pre-installation walk-through must be completed within 5-business days after receipt of items. At the conclusion of the pre-installation walk-through the Contractor must schedule the installation date and time with the State.
- The Contractor must work with the State to determine all site access requirements, work times, and schedule work to be completed, at least 10-business days prior to the Installation date.
 - The Contractor must ensure all staff assigned to the installation team meet the requirements set in Section 2.7 Security.
- The Contractor is financially responsible for any and all site damage that may occur during an installation.
 - Any damage incurred must be repaired within 10-business days from the completion of installation date.

6. Acceptance

6.1. Acceptance, Inspection and Testing

The State will use the acceptance process defined in Section 16, Acceptance of the Standard Contract Terms.

Please Note: The State Agency representative, or designee, will review and inspect order shipment documents and approve acceptance of good upon delivery. Shipment documents should include product details, quantities to be delivered, delivery location, date and time, and any additional information that may be requested at a later date.

7. Invoice and Payment

7.1. Invoice Requirements

Invoices will be paid in accordance with Section 20, of the Standard Contract Terms.

All invoices submitted to the State must include:

- (a) Contract Number
- (b) Delivery Order
- (c) Project Reference
- (d) Date
- (e) Quantity & Unit Price
- (f) Description of the Contract Activities (Service and/or product provided);
- (g) Unit price
- (h) Shipping cost
- (i) Total Price

Please Note: The State may require alterations to invoice detail at any point throughout the term of the Contract. If applicable, for installation of projects purchased invoices must also list items J and K:

- (j) Labor hours (removal, cleaning, preparation etc.)
- (k) Service provided & delivery date(s)

7.2. Payment Methods

The State will make payment for Contract Activities by Electronic Fund Transfer (EFT).

8. Pricing

8.1. Price Term

Pricing is firm for the first five-years ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party, and will take effect no earlier than the next Pricing Period.

8.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

9. Liquidated Damages

- a. Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.
- b. Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.

The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

10. Service Levels

10.1. Time Frames

All Contract Activities must be delivered within the timeframes specified below in order to meet the needs of the State. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

a. Delivery

Delivery will be expected within 45-business days from receipt of order, delivery will be made at various locations. If delivery is delayed, a new delivery date will be communicated and agreed upon with the purchasing area.

The Contractor must credit the State 1% of the purchase total for deliveries that exceed the 45-business day delivery window, for late deliveries that are not communicated to the State. A 1% additional credit will be assessed for each additional day that the delivery is delayed.

Please Note: a credit will not be assessed for delayed deliveries that are outside of the control of the Contractor please refer to Section 46. Force Majeure of the Standard Contract terms.

b. Invoicing and Accounting Credits

Failure to provide invoices in the manner specified in Section 8.1 Invoices will result in a credit of 1% of the invoice total back to the State.

c. Customer Services

When providing support, the Call Center must resolve the caller's issues within 30 minutes. If issue resolution cannot be provided within 30 minutes – due to complexity of the request, issues must be resolved within 48-hours of submission.

Failure to provide resolution, or response, will result in a \$500.00 credit to the State.

d. Warranty Services

The Contractor must provide warranty service response within 48-hours of the State's request. Provide service or product replacement within 10-business days of determination of need. Schedule all services so as not to interfere with activities within space, at no charge to the State.

Failure to provide response to a warranty service request within 48-hours of receipt of request, or to provide service or product replacement within 10-business days of determination of need will result in a \$500.00 per occurrence credit to the State.

e. Installation Services

When deemed necessary by the State, installation must be completed within 30-calendar days upon date of item receipt and perform the following:

- The Contractor must conduct the pre-installation walk-through within 5-business days after receipt of items, and schedule with the State a date and time to complete installation within the 30-day window.
- The Contractor must work with the State to determine all site access requirements, work times, and schedule work to be completed, at least 10-business days prior to the Installation date.
 - The Contractor must ensure all staff assigned to the installation team meet the requirements set in Section 2.7 Security.
- The Contractor is financially responsible for any and all site damage that may occur during an installation.
 - Any damage incurred must be repaired within 10-business days from the completion of installation date.

11. Additional Requirements

11.1. Environmental and Energy Efficient Products

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio-based product label.

11.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly

identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

11.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

11.4. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

STATE OF MICHIGAN

Contract No. 200000000372
Statewide – Anti-Ligature Furnishing Services

SCHEDULE B PRICING

- Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
- Quick payment terms: 2 % discount off invoice if paid within 20 days after receipt of invoice.
- Quantity/Volume terms: N/A.

Product Number	Product Description (including unit size: each, pair, dozen, case, etc.)	Cost/Unit	Total
ZZA99674	BED Z9100 APS W/ LOK SLIDE WIDE ZENITH9100 WITH ADVANCED POSITIONING INCLUDES CHAIR POSITION; SLIDE W-I-D-E EXPANDING/RETRACTING GRID DECK 35",39", 42"; 76/80"L;TRAVEL RANGE 7"-30"H; 4 SYNCHRONIZED MOTORS KEEP BED LEVEL AT ALL TIMES; SEALED BALL BEARINGS ENSURE CONTINUOUS SILENT OPERATION; 600LB WT CAP; INTUITIVE 2-PEDAL LOCK MECHINISIM;360 DEG MOBILITY; MAXIMUM UNDERBED CLEARANCE; TRENDELENBURG/REV TRENDELENBURG OPTION AVAIL.	\$1,775.55	\$227,270.40
ZA90010	UNDER-BED-LIGHT-KIT UNDERBED LIGHT KIT FOR NIGHT TIME SAFETY. REQUIRES ADVANCED POSITIONING HAND PENDANT OR STANDARD/ADVANCED POSITIONING EMBEDDED STAFF CONTROL.	\$84.55	\$10,822.40
C600B-4280	C600 MATTRESS 42X80 HS BOLSTERS PROVIDES PRESSURE REDUCTION AND REDISTRIBUTION; THREE LAYER CONSTRUCTION WITH HEEL SLOPE. MAX WT CAP 450LB (500LB FOR 42)	\$350.55	\$44,870.40
C600B-4284	C600 MATTRESS 42X84 HS BOLSTERS PROVIDES PRESSURE REDUCTION AND REDISTRIBUTION; THREE LAYER CONSTRUCTION WITH HEEL SLOPE. MAX WT CAP 450LB (500LB FOR 42)	\$350.55	\$1,402.20
ZA90500	4" EXT KIT-ZEN 5,7,9 UNIVERAL 4" LENGTH EXTENSION KIT FOR 35", 39", 42" AND SLIDE-W-I-D-E BEDS	\$160.55	\$642.20
ZA91300	COUNTER-ROTATING ASSISTS (PAIR) COUNTER-ROATATING ASSIST DEVICES; ONE PAIR; WARM TO THE TOUCH;76"/80" HEAD/FOOT COMPATIBLE ON BEDS MANUFACTURED AFTER MAY 2019	\$160.55	\$642.20

Installation Services Pricing Notes:

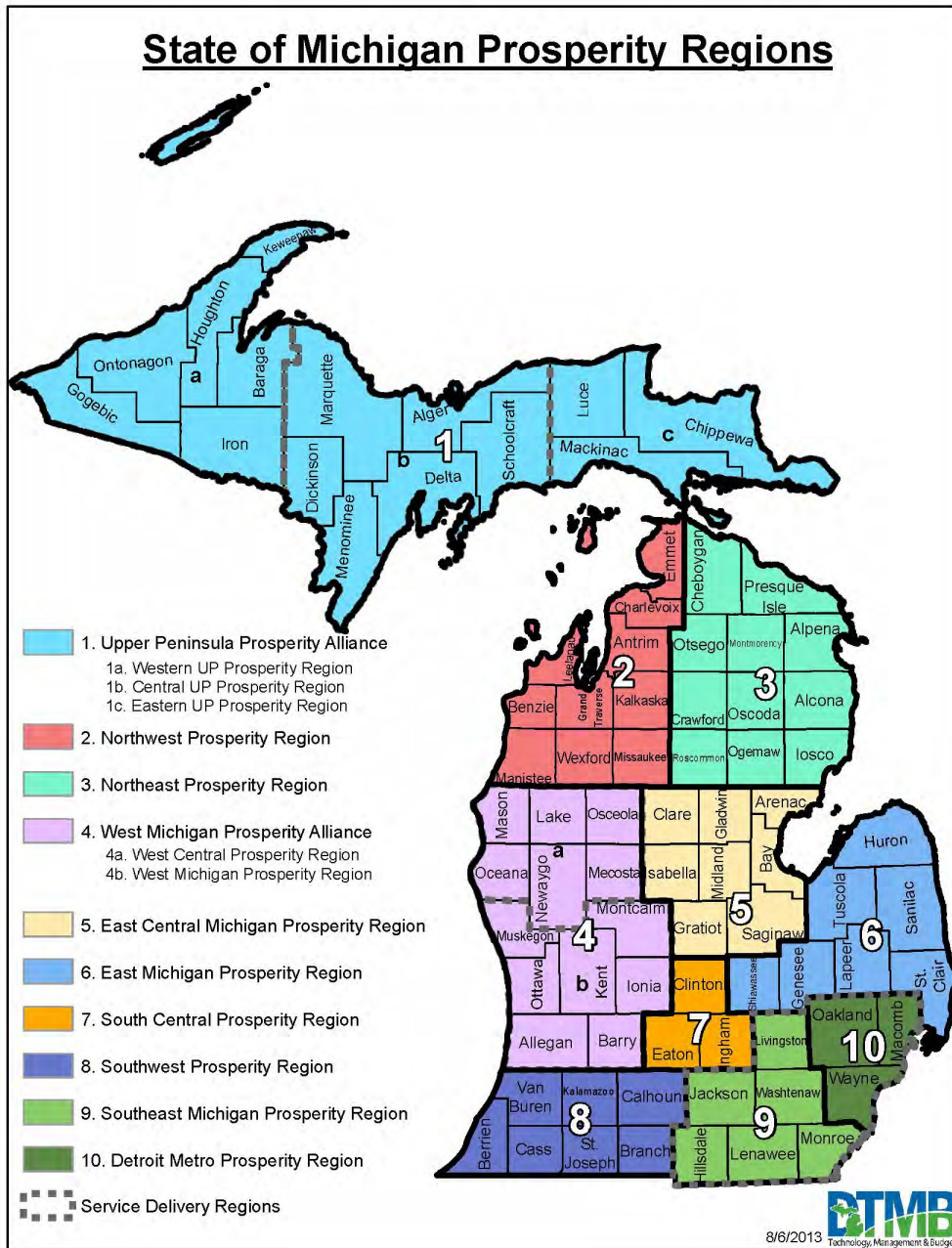
- Installation Services Pricing per hour is free of Charge for Zones 2 – 10.
- Installation Services Pricing Zone 1:
 - Standard Pre-Installation Hours:** \$50.00/hour
 - Price for Pre-installation meeting and post installation walk through as defined in Section 5.3 Installation.
 - Standard Installation Hours:** \$50.00/hour
 - Price for installation team to perform services Monday – Friday 8:00am –5:00pm
 - Weekend Hours:** \$75.00/hour
 - Price for installation team to perform services outside of the Standard Installation Hours
- Please refer to Schedule B – Prosperity Map for further information regarding Prosperity Zones.

STATE OF MICHIGAN

Contract No. 200000000372
Statewide – Anti-Ligature Furnishing Services

SCHEDULE B PROSPERITY MAP

The Michigan Prosperity Regions Map has been used to help the Contractor determine fees for installation as noted in the "Installation Pricing Notes" of Schedule B Pricing.



STATE OF MICHIGAN

Contract No. 200000000372
Statewide – Anti-Ligature Furnishing Services

SCHEDULE C PRODUCT SPECIFICATIONS

Michigan Department of Military and Veterans Affairs (DMVA):

- | | |
|-------------------------------------|-------------------------------------|
| 1. Chesterfield – Home for Veterans | 2. Grand Rapids – Home for Veterans |
| a. Under Construction | a. Under Construction |

Special Notes:

- The following items are a general list of items currently utilized by each facility.
- Items listed are an indicator of future need and are in no way a guarantee of items to be purchased by the State in the future.

Hospital Bed – Residential Item Description		Hospital Bed – Side Rail Set – Residential Item Description		Hospital Bed – Bed Extender Kit – Residential Item Description	
Quantity	128	Quantity	4	Quantity	4
Size/ Dimensions	Standard: 36"Wx80"L Max Extension: 42"W Max Height: 31" Minimum Height: 7-7/8" Max Weight: 600 lbs.	Size/ Dimensions	Bed width @ 36" + 6" Or Bed width @ 42" + 6" = 48"	Size/ Dimensions	Extension kit provides an additional 4". For a total bed length of 84"L
Additional Specifications	<ul style="list-style-type: none"> 360 Mobility, and Mobile at any Height Smart Stop 7-7/8" Low, 31"High 4-Synchronized DC Motors Wall protector Board Brackets & Corner Mattress Stops Backlit 8-Button Hand Pendant with auto Contour and Cardiac Chair Under bed LED lighting Food End Controls with Safety locks 42" pre-installed Expansion device Headboards and footboards to be provided by other. Provide boring template to designer. ENCORE MC9RW by SpanAmerica or equal 	Additional Specifications	<ul style="list-style-type: none"> Set to include 3-position pivot assist and Half-head side assist Standard bed size: 36"W Kit creates 42"W extension Encore R9939 by SpanAmerica or equal 		<ul style="list-style-type: none"> Encore Q6690 by SpanAmerica or equal
Color	Color coded floor lock wheels, Neutrals	Color	Neutrals	Color	Neutrals
Material	Mixed	Material	Mixed	Material	Mixed
Quality	Fire-Retardant	Quality	Fire-Retardant	Quality	Fire-Retardant
New or used	New	New or used	New	New or used	New

Hospital Bed – Mattress - Residential Item Description		Hospital Bed – Mattress – Residential Item Description		Hospital Bed – Bed Extender Kit – Residential Item Description	
Quantity	128	Quantity	4	Quantity	
Size/ Dimensions	Standard: 80"Lx42"Wx7"H	Size/ Dimensions	Standard: 84"Lx42"Wx7"H	Size/ Dimensions	
Additional Specifications	<ul style="list-style-type: none"> • Dual-layer, vapor barrier, bacteriostatically treated cover, tri-laminate bottom • Hidden Zipper • Bariatric Therapeutic Foam Mattress • 350-600lb. capacity • Non-powered Pressure Redistribution • Geo-Matt anti-shearing surface • Heel Slope • Encore A8042-24 Geo-Mattress by SpanAmerica or equal 	Additional Specifications	<ul style="list-style-type: none"> • Dual-layer, vapor barrier, bacteriostatically treated cover, tri-laminate bottom • Hidden Zipper • Bariatric Therapeutic Foam Mattress • 350-600 lb. capacity • Non-Powered Pressure Redistribution • Geo-Matt anti-shearing surface • Heel Slope • Encore A8442-29 Geo-Mattress by SpanAmerica or equal 		N/A
Color	Blue – preferred	Color	Blue - Preferred	Color	Neutrals
Material	Mixed	Material	Mixed	Material	Mixed
Quality	Fire-Retardant	Quality	Fire-Retardant	Quality	Fire-Retardant
New or used	New	New or used	New	New or used	New

STATE OF MICHIGAN

Contract No. 200000000372
Statewide – Anti-Ligature Furnishing Services

SCHEDULE D
Zenith Series – Extended Care Beds Specifications

Please refer to pages 32 – 39.

EXTENDED CARE BEDS





Zenith 9100 series
9100 & 9100 with APS



Zenith 7100 series
7100 & 7100 with APS

Zenith Key Features

- With US Patent awarded time-saver Hi-Lo system
- 'Plug and Play' Digital Electronics enable future feature additions
- Smart Technology
- Interchangeable, industry-leading, energy-saving electronics consume up to 66% less power than transformer electronics
- Sealed ball bearings joints provide continuous, maintenance-free, silent operation
- Intuitive two-pedal locking system - centrally located, easily visible and accessible at ALL heights and widths
- Tool-less assembly

Zenith Series Available With

- Embedded staff control with safety-inspired, two-stage lockouts enabling caregivers to lock-out features to the resident
- Advanced Positioning, including cardiac chair and Trendelenburg/Reverse Trendelenburg
- Patented industry-leading Slide-W-I-D-E deck option provides built-in ability to adjust bed width between 35", 39", and 42"
- Pin-on wide kits extend the deck width to 39" or 42"
- USB Power Supply for device charging
- Underbed Light clearly illuminates area for resident safety

Additional Options All Beds

Advanced Positioning System (APS)

Advanced positioning allows the bed to go into numerous positions

- Positively influencing clinically driven outcomes through multiple positioning options
- Accommodating post-surgical rehab positioning to facilitate resident comfort
- Reduces caregiver strain and potential injuries versus manually repositioning residents



Zenith 9100APS

Chair Position

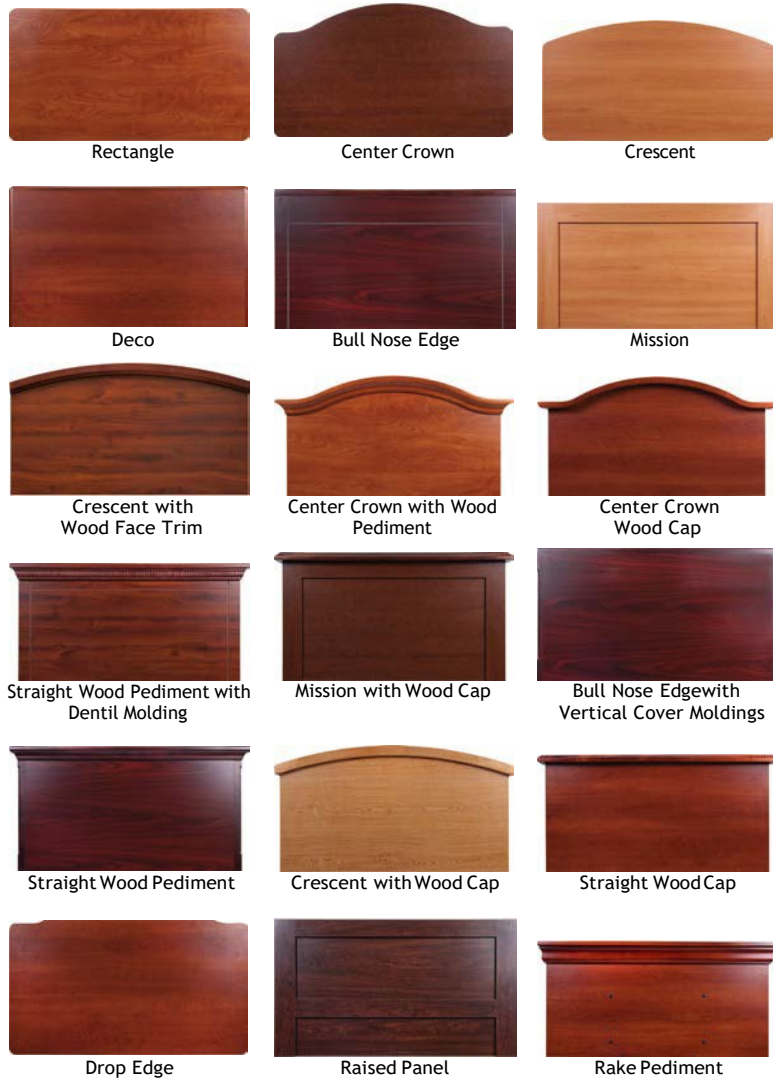


Trendelenburg Position



Reverse Trendelenburg

Head & Footboard Options



Mission w/Cap

Headboards
H09R36 36" x 20"
H09R39 39" x 20"
H09R42 42" x 20"

Crescent Trim

Headboards
H15AS36 36" x 20"
H15AS39 39" x 20"
H15AS42 42" x 20"

Crown w/Cap

Headboards
H12R36 36" x 20"
H12R39 39" x 20"
H12R42 42" x 20"

Crown w/Ped.

Headboards
H13R36 36" x 20"
H13R39 39" x 20"
H13R42 42" x 20"

Pediment

Headboards
H18R36 36" x 20"
H18R39 39" x 20"
H18R42 42" x 20"

Crescent Cap

Headboards
H15BR36 36" x 20"
H15BR39 39" x 20"
H15BR42 42" x 20"

Straight Cap

Headboards
H11R36 36" x 20"
H11R39 39" x 20"
H11R42 42" x 20"

Rake Pediment

Headboards
H16R36 36" x 20"
H16R39 39" x 20"
H16R42 42" x 20"

Rectangle

Headboards - t-mold
H01T36 36" x 20"
H01T39 39" x 20"
H01T42 42" x 20"

Center Crown

Headboards - t-mold
H02T36 36" x 20"
H02T39 39" x 20"
H02T42 42" x 20"

Crescent

Headboards - t-mold
H03T36 36" x 20"
H03T39 39" x 20"
H03T42 42" x 20"

Drop Edge

Headboards - t-mold
H04T36 36" x 20"
H04T39 39" x 20"
H04T42 42" x 20"

Pediment Dentil

Headboards
H17R36 36" x 20"
H17R39 39" x 20"
H17R42 42" x 20"

Bull Nose Edge

Footboards
F17R36 36" x 18"
F17R39 39" x 18"
F17R42 42" x 18"

Bull Nose Edge+

Footboards
F18R36 36" x 18"
F18R39 39" x 18"
F18R42 42" x 18"

Rectangle

Footboards - t-mold
F01T36 36" x 18"
F01T39 39" x 18"
F01T42 42" x 18"

Center Crown

Footboards - t-mold
F02T36 36" x 18"
F02T39 39" x 18"
F02T42 42" x 18"

Crescent

Footboards - t-mold
F03T36 36" x 18"
F03T39 39" x 18"
F03T42 42" x 18"

Drop Edge

Footboards - t-mold
F04T36 36" x 18"
F04T39 39" x 18"
F04T42 42" x 18"

Raised Panel

Headboards
H10R36 36" x 20"
H10R39 39" x 20"
H10R42 42" x 20"

Deco

Headboards
H06W36 36" x 20"
H06W39 39" x 20"
H06W42 42" x 20"

Mission

Headboards
H08R36 36" x 20"
H08R39 39" x 20"
H08R42 42" x 20"

Rectangle

Footboards - radius
F01R36 36" x 18"
F01R39 39" x 18"
F01R42 42" x 18"

Center Crown

Footboards - radius
F02R36 36" x 18"
F02R39 39" x 18"
F02R42 42" x 18"

Crescent

Footboards - radius
F03R36 36" x 18"
F03R39 39" x 18"
F03R42 42" x 18"

Drop Edge

Footboards - radius
F04R36 36" x 18"
F04R39 39" x 18"
F04R42 42" x 18"

Footboards
F10R36 36" x 18"
F10R39 39" x 18"
F10R42 42" x 18"

Footboards
F06W36 36" x 18"
F06W39 39" x 18"
F06W42 42" x 18"

Footboards
F08R36 36" x 18"
F08R39 39" x 18"
F08R42 42" x 18"

Footboards - radius
F02R36 36" x 18"
F02R39 39" x 18"
F02R42 42" x 18"

Footboards - radius
F03R36 36" x 18"
F03R39 39" x 18"
F03R42 42" x 18"

Footboards - radius
F04R36 36" x 18"
F04R39 39" x 18"
F04R42 42" x 18"

Finishes



Additional Options All Beds

Length Extension Kit

Extends standard length bed frame from 80" to 84". Complete with solid pan extension, mattress guard, and installation hardware.

- No additional spring length or fabric required
- Available in 8" kit on Zenith beds
- Easy to install



Intuitive Two-Pedal Locking System

Centrally positioned and easily visible from a distance ensures the caregiver that bed is locked at a glance.

- Bed rolls at any height increasing caregiver safety
- Readily accessible at ALL bed heights (even lowest) and widths



Embedded Staff Control

Standard Functionality and Lockouts, or Advanced Positioning (APS).

- Angled-Up Display for Improved Visibility
- Two-Stage lockouts deter unwanted changes
- Mix or Match with Plug & Play design



Board Mounted IV Socket

- Mounts with 3 screws
- Works with all beds
- Easy to install
- IV pole sold separately



Plastic Pandack Kit

- Can be field installed to Matrix 5100/6100 and Zenith 7100/9100 beds



Edema Foot Ratchet

Elevated foot rest.

- Standard on Zenith
- Optional on Matrix



Adjustable Wallsaver

Maximum wallsaver protection with optional side-wall bumpers.

- Adjustable for multiple clearance lengths
- Standard on all beds

Mattress Retainers

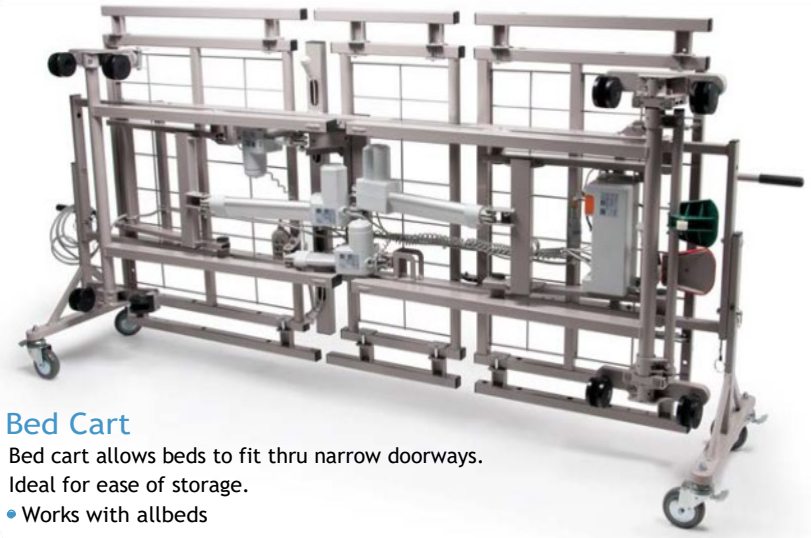
- Adjustable for multiple mattress lengths
- Standard on all beds



Trapeze and Adapter

- Pivots out of the way when not in use
- Ridged Design
- Sold Separately

Additional Options All Beds



Bed Cart

Bed cart allows beds to fit thru narrow doorways.
Ideal for ease of storage.

- Works with all beds



UnderBed Light

- Prevents falls
- Eliminates bright light intrusion



USB Power Supply

- Charges most devices

Basic American Beds

We take great pride in building all of our beds to higher safety standard approvals.

FDA Recognized Standard: ANSI/AAMI STD ES60601-1

Health Canada Recognized Standard:

CAN/CSA C22.2 No. 60601-1 (IEC 60601-1:2012-Edition 3.1)

Includes International Standards: IEC 60601-1, IEC 60601-1-2, IEC 60601-2-52

- Can be used as transport devices
- Equipped with splash proof electronics
- Interchangeable hand pendants and electronics
- Complies with FDA guidelines for reducing the risk of bed entrapment, "Hospital Bed System Dimensional and Assessment Guidance to Reduce Entrapment".

For details visit: www.fda.gov

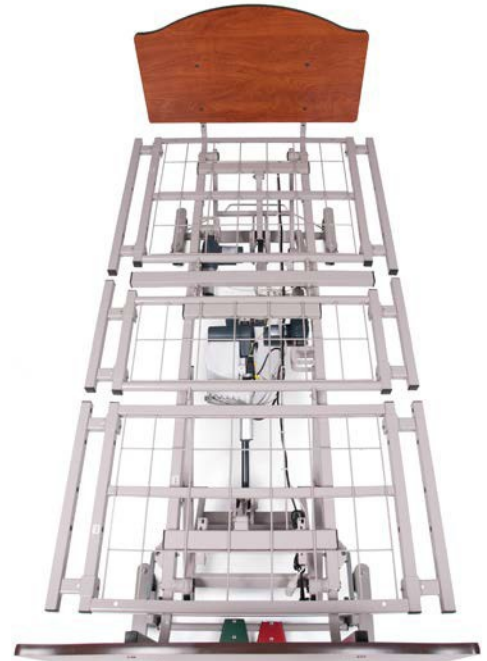
- Made in the USA by skilled craftsmen
- Built to withstand trouble-free use for many years
- SilverSolutions* within the powder-coating provides antimicrobial surface protection

* SilverSolutions preserves the cured coating during the service life of the bed.

* SilverSolutions inhibits the growth of organisms that can detract from the appearance and coating functionality:

- Inhibits the growth of bacterial odors
- Resists stains caused by mildew
- Resists stains caused by mold

GF Health Products, Inc. makes no independent representations or empirical statements about SilverSolutions. This information is reprinted from: TCI Powder Coatings, EPA Guidance for EPA Registration 40 CFR 152.25



Pin-on Wide Kit

Can be added to a standard 35" deck Zenith 7100/9100, or Matrix 5100/6100.

- Anytime add-on
- Available in 39" or 42" width kits

Overbed Table Options



Laminate Top with Vinyl Edges



3DL Thermoformed Top



Raised Edge 3DL Thermoformed Top



Liberty 7174

Liberty Bed Key Features

- Desired features at affordable price point
- Four Locking castersstandard

Liberty Bed Available With

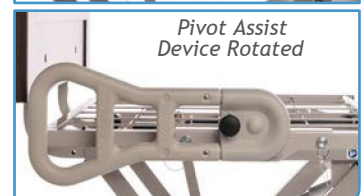
- Optional 4-inch Total-lockcasters
- Taller casters - increase under-bed clearance
- Maximize security with optionalone-step red/green pedal lock

Additional Options All Beds

Counter-Rotating Assist Device and Pivot Assist Bars

Provide a sturdy and secure hand hold to assist residents in and out of bed yet easily swivels out of the way when desired.

- Meet FDA Entrapment Guidelines
- US Patent-awarded
- Removable without tools
- Move out of the way for lateral transfers
- Pivot away from egressarea
- Provide toe clearance in lowest position to prevent staff injury
- Hand pendant mounts facing inward or outward and away from hand grab area



Fixed Assist Devices

Provide a sturdy and secure hand hold to assist residents in and out of bed.

- Move out of the way for lateral transfers
- Tool-free assembly andremoval



Matrix Series



Matrix 6100

Shown with intuitive pedal-lock option



Matrix 5100

Auto-locked/Roll-in-Low



Matrix 4100

Shown with optional four locking casters

Matrix Series Key Features

- Straight-Line Hi-lo Travel with Patent-Awarded Design Technology
- 'Plug and Play' Digital Electronics enable future feature additions
- Smart Technology
- Interchangeable, industry-leading, energy-saving electronics consume up to 66% less power than transformer electronics
- Sealed ball bearings joints provide continuous, maintenance-free, silent operation
- Intuitive two-pedal locking system - centrally located, easily visible and accessible at ALL heights and widths
- Tool-less assembly
- Roll-in-Low feature (Matrix 5100): for resident safety, when transporting or moving residents, bed only moves in lowest position and locks in place when raised to any height

Matrix Series Available With

- Embedded staff control with safety-inspired, two-stage lockouts enabling caregivers to lock-out features to the resident
- Advanced Positioning, including cardiac chair and Trendelenburg/Reverse Trendelenburg
- Pin-on wide kits extend the deck width to 39" or 42"
- USB Power Supply for device charging
- Underbed Light clearly illuminates area for resident safety
- Optional hand pendant to control Trendelenburg/Reverse Trendelenburg
- 4-locking casters
- 35" or 42" sleep deck

Additional Options All Beds

Slide-W-I-D-E™

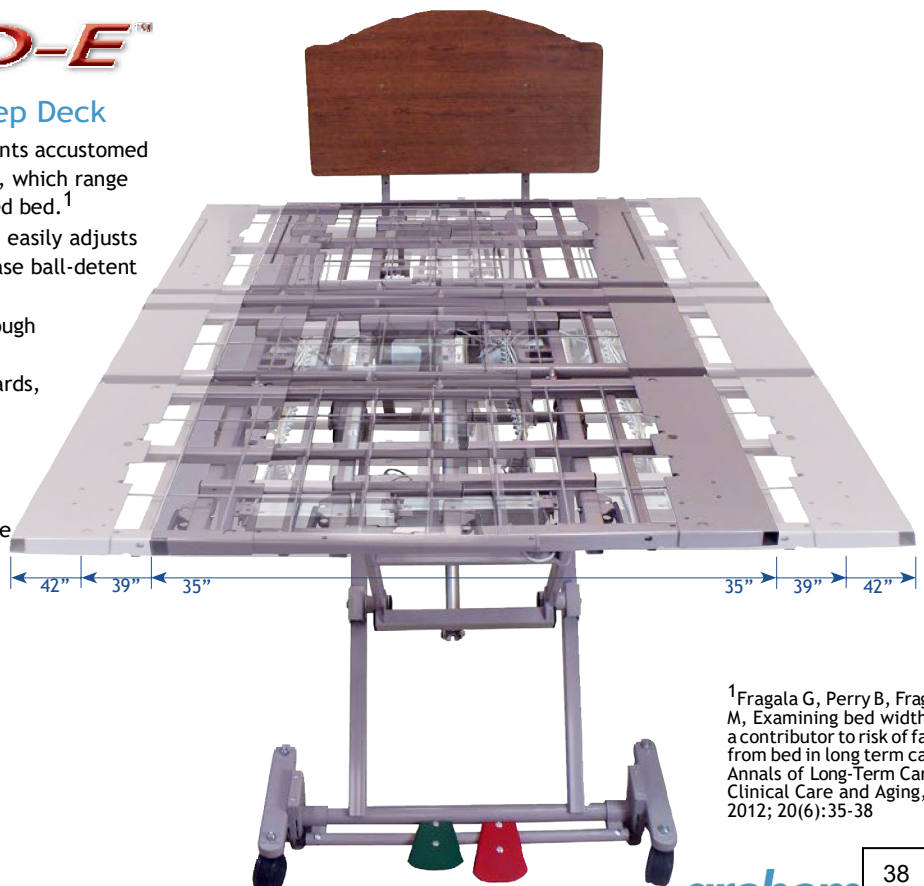
Expandable/Retractable Sleep Deck

Wider sleep surfaces reduce falls by residents accustomed to sleeping on common consumer products, which range from 39" for a twin to 60" for a queen sized bed.¹

- Expandable/retractable deck quickly and easily adjusts to 35", 39", and 42" with two quick-release ball-detent pins on each side.
- Quick adjustment is ideal for moving through narrow doorways.
- All pins are attached to the bed with lanyards, eliminating lost parts
- Wide head and footboards available in 39" and 42" widths
- Rails and assist devices are also quick-release without tools on each side



Quick-release ball-detent pins attached to beds by lanyards



¹Fragala G, Perry B, Fragala M, Examining bed width as a contributor to risk of falls from bed in long term care. Annals of Long-Term Care: Clinical Care and Aging, 2012; 20(6):35-38

Specifications

All Beds Include:

- Certified transport device - passes threshold clearance at ALL heights by 20mm - ideal for evacuation.
- Synchronized high-low functionality as a standard feature, keeping the bed level for proper therapeutic positioning
- Patented design of high/low mechanism inside bottom of tubes reduces the chance of fluids getting inside and harboring bacteria
- SilverSolutions powder-coating provides antimicrobial surface protection and deters the growth of odor-causing bacteria
- Grounded bed with right-angle hospital grade plug for safety
- Adjustable wallsaver protects the wall with smallest footprint
- Sturdy, no-sag, grid sleep surface with cross braces
- Bed provides 360 mobility for cleaning, etc.
- 4" length extension kit available
- Adjustable to use at 76" or 80"
- Proudly Made in the USA
- Assist devices available
- Tool-less assembly

	ZENITH		MATRIX			LIBERTY
	Zenith9100	Zenith7100	Matrix6100	Matrix5100	Matrix4100	Liberty
Height Travel Range	7"-30"	7.95"-30"	8.95"-27"	8.95"-27"	8.95"-27"	9.95"-24.4"
Safe Work Load, lbs. (includes resident, support surface, head/footboards, and accessories)	600	500	450	450	450	450
Maximum Patient Weight	550	450	400	400	400	400
Chair Position						
Trendelenburg/Reverse Trendelenburg Positioning						
Actuators	4 DC	4 DC	4 DC	4 DC	4 DC	3 DC
Patented super-efficient transmission is less strain on the motors						
In low position, bed rests on brackets, removing load from actuator						
Advanced Positioning Pendant Option						
Pendant attaches to either side of the bed						
Staff Control pre-wired to foot end - easy add at any time						
Staff Control						
Locking method	Intuitive Pedal Lock	Pedal Lock	Intuitive Pedal Lock	RLO	Pedal Lock	Pedal Lock
Maintenance-free, silent operating, sealed ball bearings					in Hi-Lo	
Plastic Pan Deck Option						
Edema foot ratchet elevates the foot end of the bed						
Bed locks and rolls at any height, reducing care-giver back strain				RLO		
Optional Backup Battery (external or mounted onboard)						
8" length extension kit available						
39" and 42" field installed wide kits available					42" Factory Installed	
Taller caster available for approximately 7" of clearance						
Slide-W-I-D-E option available						
Tall, tubular securely mounted head and foot boards create a built-in push bar and reduce breakage			Low Profile Mount	Low Profile Mount	Low Profile Mount	Low Profile Mount
Maximum clearance for overbed tables and lifts						5.1" or less
WARRANTY: Frame:	15	15	15	15	15	10
Motors and Control Box:	5	5	4	4	4	2
Other electronics:						2
Bed accessories and unspecified components:	3	3	3	3	3	2
Head and foot boards:	2	2	2	2	2	1

YES NO OPTIONAL

Please inquire with any questions or to arrange a showing of our products in your building or at our showroom.

1.770.368.4700

Information contained herein is subject to change without notice. The most current and complete product information can be found on our website.

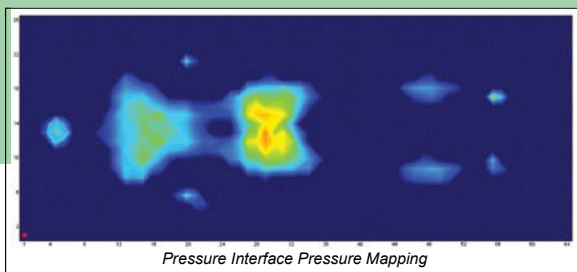
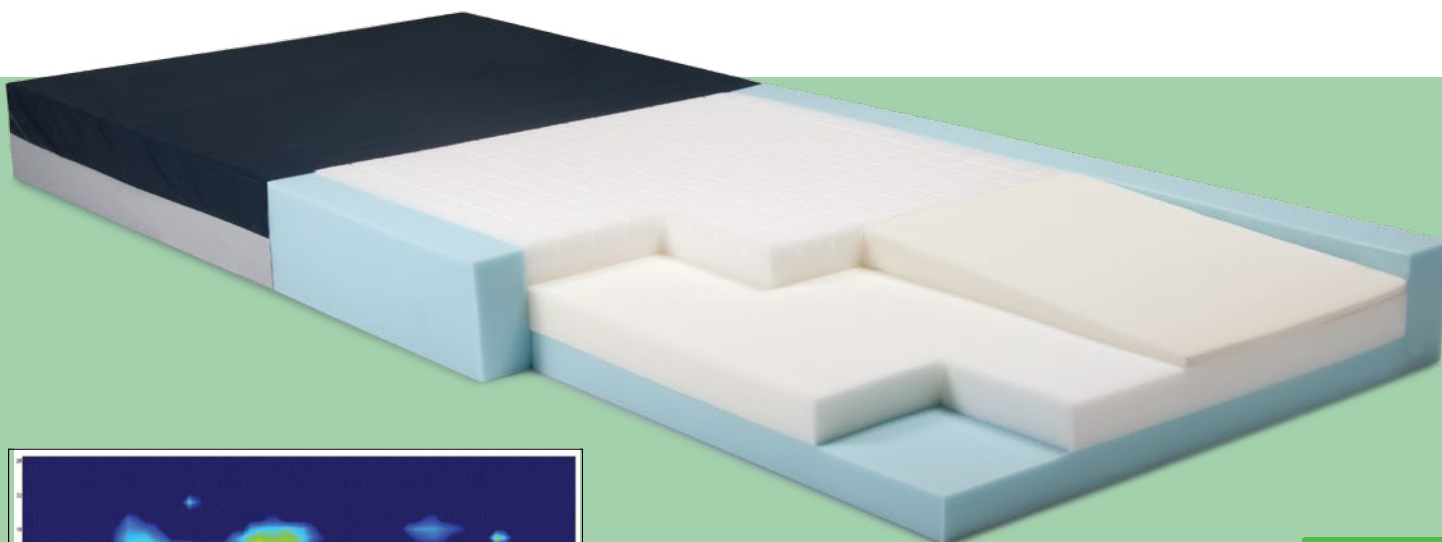
www.grahamfield.com

STATE OF MICHIGAN

Contract No. 200000000372
Statewide – Anti-Ligature Furnishing Services

SCHEDULE E
LUMEX C600 Comfort Series

Please refer to Page 41.



**This product is not made with natural rubber latex*

- Protection for higher risk patients with pressure ulcers and high-risk heels
- Provides pressure reduction and redistribution
- Firm side perimeter construction with optional 3" raised perimeter bolsters (RB) featuring ingress-egress cutout
- Three-Layer construction with heel slope
- Fluid-resistant, low friction, anti-microbial top cover with vinyl bottom cover and full zipper
- Designed to meet the requirements of HCPCS Code E0184
- Maximum Weight Capacity 450 lb (500 lb for 42" wide models) - EVENLY DISTRIBUTED
- Five (5) year limited warranty on mattress, One (1) year limited warranty on cover

Dimensions	With Firm Side Bolsters	With 3" Raised Firm Side Bolsters
35" x 76" x 6"	C600B-3576	C600RB-3576
35" x 80" x 6"	C600B-3580	C600RB-3580
35" x 84" x 6"	C600B-3584	C600RB-3584
42" x 76" x 7"	C600B-4276	C600RB-4276
42" x 80" x 7"	C600B-4280	C600RB-4280
42" x 84" x 7"	C600B-4284	C600RB-4284