No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

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

February 26, 2009

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B7200164
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE Stephen Dent **(800) 537-1394 ext. 108**
Krasity's Medical & Surgical Supply Inc. **1825 Bailey St.** **Dearborn, MI 48124-2488** **Email: steve@krasitys.com**	VENDOR NUMBER/MAIL CODE BUYER (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Laura Gyorkos (517) 373-1455 **Medical Supplies - Statewide**	
CONTRACT PERIOD: From: **March 1, 2007**	To: **August 31, 2010**
TERMS **.25% (1/4%) – 10 Days**	SHIPMENT **3 Business Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Dearborn, MI**
MINIMUM DELIVERY REQUIREMENTS **No Minimum Order Requirement.**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately this Contract is hereby EXTENDED six months to August 31, 2010.

All other terms, conditions, specifications and pricing remain the same.

AUTHORITY/REASON:

Per DMB, Purchasing Operations request by letter dated December 8, 2009, vendor agreement by letter dated February 8, 2010.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $264,625.63

orm No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

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

February 12, 2009

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B7200164
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE Stephen Dent **(800) 537-1394 ext. 108**
Krasity's Medical & Surgical Supply Inc. **1825 Bailey St.** **Dearborn, MI 48124-2488** **Email: steve@krasitys.com**	VENDOR NUMBER/MAIL CODE BUYER (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Laura Gyorkos (517) 373-1455 **Medical Supplies - Statewide**	
CONTRACT PERIOD: From: **March 1, 2007**	To: **February 28, 2010**
TERMS **.25% (1/4%) – 10 Days**	SHIPMENT **3 Business Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Dearborn, MI**
MINIMUM DELIVERY REQUIREMENTS **No Minimum Order Requirement.**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby EXTENDED one year to February 28, 2010.

In addition, PRICE INCREASES are effective March 1, 2009 for the following items.

Line No.	Description	Unit of Measure	Quantity per UOM	Manufacturer	SKU	Current Price	New Price
13	MAXITHINS REG UNSC IND WRAP	CS	288	Hospital Specialty Co. 10	48044	$22.36	$22.86
75	SUPER SANI-CLOTH IND. XLG	BX	50	Professional Dispens	U87295	$17.18	$18.55

All other terms, conditions, specifications and pricing remain the same.

AUTHORITY/REASON:
Per DMB, Purchasing Operations request by letter dated December 5, 2008, vendor agreement by letter dated January 15, 2009 and State Administrative Board approval on February 10, 2009.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $264,625.63

orm No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

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

February 21, 2008

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B7200164
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE Stephen Dent **(800) 537-1394 ext. 108**
Krasity's Medical & Surgical Supply Inc. **1825 Bailey St.** **Dearborn, MI 48124-2488** **Email: steve@krasitys.com**	VENDOR NUMBER/MAIL CODE BUYER (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Laura Gyorkos (517) 373-1455 **Medical Supplies - Statewide**	
CONTRACT PERIOD: From: **March 1, 2007**	To: **February 28, 2009**
TERMS **.25% (1/4%) – 10 Days**	SHIPMENT **3 Business Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Dearborn, MI**
MINIMUM DELIVERY REQUIREMENTS **No Minimum Order Requirement.**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby EXTENDED one year to February 28, 2009.

In addition, effective immediately, Line No. 40 Sani-Dex Hand Wipe Reg, Professional Disposables SKU Q20372 is hereby replaced with Sani-hands ALC Professional Disposables SKU P13472 and pricing remains the same.

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

AUTHORITY/REASON:

Per DMB, purchasing Operations request by letter dated December 17, 2007, vendor agreement (Stephen Dent) by letter dated January 14, 2008, and State Administrative Board approval on February 19, 2008.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $264,625.63

AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

March 7, 2007

NOTICE
OF
CONTRACT NO. 071B7200164
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Krasity's Medical & Surgical Supply Inc.** **1825 Bailey St.** **Dearborn, MI 48180** **Email: steve@krasitys.com**	TELEPHONE Stephen Dent **(800) 537-1394 ext. 108** VENDOR NUMBER/MAIL CODE BUYER (517) 373-0301 **Sue Cieciwa**
Contract Administrator: Laura Gyorkos (517) 373-1455 **Medical Supplies - Statewide**	
CONTRACT PERIOD: From: **March 1, 2007**	To: **February 28, 2008**
TERMS **.25% (1/4%) – 10 Days**	SHIPMENT **3 Business Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Dearborn, MI**
MINIMUM DELIVERY REQUIREMENTS **No Minimum Order Requirement.**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I6200119, this Contract Agreement and the vendor's quote dated March 7, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $264,625.63

AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

CONTRACT NO. 071B7200164
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE Stephen Dent **(800) 537-1394 ext. 108**
Krasity's Medical & Surgical Supply Inc. **1825 Bailey St.** **Dearborn, MI 48180** **Email: steve@krasitys.com**	VENDOR NUMBER/MAIL CODE BUYER (517) 373-0301 **Sue Cieciwa**
Contract Administrator: Laura Gyorkos (517) 373-1455 **Medical Supplies - Statewide**	
CONTRACT PERIOD: From: **March 1, 2007**	To: **February 28, 2008**
TERMS **.25% (1/4%) – 10 Days**	SHIPMENT **3 Business Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Dearborn, MI**
MINIMUM DELIVERY REQUIREMENTS **No Minimum Order Requirement.**	

MISCELLANEOUS INFORMATION:

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I6200119, this Contract Agreement and the vendor's quote dated March 7, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $264,625.63

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I6200119. Orders for delivery of equipment will be issued directly by the State Agencies through the issuance of a Purchase Order Form. All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	**FOR THE STATE:**
Krasity's Medical & Surgical Supply Inc. Firm Name	Signature
Authorized Agent Signature	**Jeffrey A. White, Buyer Manager** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Purchasing Operations** Division
Date	Date

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS

Contract No. 071B7200164

Medical Supplies - Statewide

Buyer Name: Sue Cieciwa
Telephone Number: (517) 373-0301
E-Mail Address: CieciwaS@michigan.gov

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State Agency Procurement List
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Article1 – Statement of Work (SOW)

1.0 *Project Identification*

1.01 DEFINING DOCUMENT

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

Articles and Sections within this document labeled “Reserved” are contract terms that do not apply to this Contract.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is to provide Terms, Conditions and Pricing for State Agencies and Local Units of Government for the procurement of medical supplies.

A listing of State Institutions (with agency procurement contacts) that intend to order from the Contract is attached. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions.

1.003 PROJECT CONTROL

The Contractor will carry out this project under the direction and control of the Department of Management and Budget, Purchasing Operations (see Article 2.401).

1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing two copies of the Contract and returning them to the Contract Administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 *Product Quality*

1.101 SPECIFICATIONS

Approved Brands or Manufacturers' lines - Acceptable brands are noted on the attached Appendix A – Item Listing/Pricing Page. All commodities to be furnished hereunder shall conform to the specifications as noted.

Products Covered and Agency Exemptions

The Contractor shall provide a full range of clinically acceptable consumable medical/surgical products excluding pharmaceuticals. If the Contractor cannot provide a product needed by an agency, specified as an emergency or within standard delivery terms for non-emergencies, the agency may procure the product from another vendor.

The Grand Rapids Home for Veterans and Jacobetti Home for Veterans may be eligible to purchase medical/surgical supplies through the Federal Veteran’s Administration Contracts. If the State’s Contractor is not a Federal Veteran’s Administration prime vendor, both of these State agencies are exempted from this Contract for medical/surgical products that cost less on the federal contract.

1.102 RESEARCH AND DEVELOPMENT

Contractor shall constantly and aggressively seek ways to improve service to State agencies and stay current with ongoing demands.

1.103 QUALITY ASSURANCE PROGRAM

The Contractor shall have a Quality Assurance program currently in place within their organization.

1.104 WARRANTY FOR PRODUCTS OR SERVICES

The warranty for products or services procured under this Contract shall be the warranty offered by the manufacturer.

Warranty issues are to be reported to Steve Dent (800) 537-1394 ext. 108 or Eric Krasity ext. 109.

1.2 *Service Capabilities*

1.201 CUSTOMER SERVICE/ORDERING

The Contractor shall have the capacity to receive orders by phone, facsimile, Internet and by written order. The Contractor shall provide a statewide toll-free phone number for phone and facsimile orders. Contractor shall have internal controls, approved by Purchasing, to insure that authorized individuals with the State place orders.

The Contractor shall have an accessible customer service department with a minimum of one (1) individual specifically assigned (not necessarily dedicated) to State of Michigan account. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries within one (1) business day. The Contractor shall provide a statewide toll-free number for customer service calls.

Toll Free Customer Service (800) 537-1394

Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders.

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

Orders may be issued by phone, by facsimile, electronically. Confirmation of agency's order shall be faxed or electronically sent to the agency within two (2) hours of receipt of order by the Contractor. Items shall be available in less than case lots to meet the individual needs of each agency.

It is the Contractor's responsibility to notify the State agencies in advance of delivery of any shortage of product. Confirmations of substitutions or backorders shall be faxed to the ordering agencies within two (2) hours after a substitution has been agreed upon by the agencies.

In addition to returning rejected products, State agencies may, unless prohibited by law, return products ordered from the Contractor under the following circumstances: (1) the product is a stock product or committed product and is no longer needed by the State agency due to deletion from its standard supply list, or changes in usage patterns, provided the product is returned at least six (6) months prior to its expiration date, is in its' original packaging and is in salable condition, (2) The product is one which a product manufacturer or supplier authorized for return through the Contractor. The State agency shall

bear the cost of shipment to the Contractor and the State agency bears the risk of loss or damage to the product until it is received by the Contractor.

Products returned must be exchanged or credited by the Contractor according to the following: Products returned within 90 days of the invoice date must be credited 100%. Products returned after 90 days of the invoice date shall be credited 75%. Special order items shall be credited 75% regardless of the date when the product is returned.

1.202 TRAINING

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

1.203 SPECIAL PROGRAMS - RESERVED

1.204 SECURITY

This Contract may require frequent deliveries to State of Michigan facilities. The Contractor shall ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, the Contractor shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, the Contractor shall provide the results of all security background checks.

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

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

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities (ex. The Department of Corrections requires LEIN checks be performed on anyone entering a prison facility).

1.205 REPORTS

Contractor shall be able to provide various reports, when requested by the State. At a minimum, the Contractor shall electronically submit the following reports to Purchasing and/or each State agency:

a. Fill rate information for Contract and non-Contract items, statewide and by agency, which shall include the number of orders received, orders processed, back orders, partially filled orders, reorders, and total dollar amount spend. This report shall be submitted quarterly by the 15th day of the month following the reporting period.
b. Usage reports by agency and statewide (including MiDeal usage report) indicating the number and price of each item sold. This report will be submitted monthly by the 15th day of the month following the reporting period.

c. A list of items that should be placed on Contract and a list of items which should be removed from the Contract and the anticipated cost savings associated with these actions.
d. Custom reports that the Contract Compliance Inspector may request at any time on an as-needed basis.

More specifically, the Contractor shall submit the following management reports:

To the Contract Administrator within 30 days of the end of each quarter:

a. Itemized report of all items purchased by each agency for the previous quarter. The report shall include item descriptions, item numbers, pack (unit of measure), quantity purchased and total cost.
b. Report of all agencies making purchases. Report shall include agency name, account number, date of last purchase, and total dollars purchased.
c. Fill rate information by agency, which shall include the number of orders received, orders processed, back orders, partially filled orders and reorders. Also included shall be a list of products that have been on manufacturer backorder during the quarter and a list of products that are currently on manufacturer backorder. The name of the manufacturer shall be listed with each product.
d. Itemized report of all items purchased by all agencies and local units of government during the previous quarter within the framework of the MiDeal program. The report shall include item descriptions, item numbers, pack (unit of measure), quantity purchased and total cost.

Within 30 days of the end of each year of the Contract, the following reports:

a. Itemized report of all items purchased by each agency for the previous year. The report shall include item description, item number, pack, quantity purchased and total cost.
b. Itemized report of all items purchased by all agencies and local units of government for the previous year within the framework of MiDeal. The report shall include item descriptions, item numbers, pack (unit of measure), quantity purchased and total cost.

At the request of the Contract Administrator:

a. Itemized report of all items purchased by all agencies for which there is no negotiated pricing discounts or pricing agreements.
b. Products purchased by manufacturer by agency and statewide.
c. Fill rates by product categories and for all product categories by agency and statewide.
d. Custom reports that the Contract Administrator may request from time to time.

To each agency within 30 days of the end of each quarter:

a. Itemized report of all items purchased by that agency for the previous quarter.
b. Report shall include item descriptions, item numbers, pack (unit of measure), quantity purchased and total cost.

To each agency within 30 days of the end of each year of the Contract:

a. Itemized report of all items purchased by that agency during the previous year.
b. Report shall include item descriptions, item numbers, pack (unit of measure), quantity purchased and total cost.
c. Report to be itemized by location of each agency.

1.206 CATALOG

a. The Contractor shall provide, at no charge, the on-Contract catalog in hard copy to all State agencies without limitation as to quantity. Also, the catalog should be available electronically in a downloadable format (i.e., not just web-view).
b. The on-Contract catalog shall include all Contract items including product descriptions, product number, unit of measure, price, ordering instructions, return instructions, customer service telephone and fax numbers, and customer service hours of operation.
c. All changes including supplements, deletions and price revisions must be approved by Purchasing Operations.
d. Catalogs incorporating all changes will be issued once every twelve months.
e. Updates/supplements to the catalog will be issued monthly when changes have been approved by Purchasing Operations (see Article 1.601).
f. The Contractor will maintain a list of active State customers to whom the Contractor will send all catalogs and supplements.
g. The selling of the mailing lists containing the names of State customers is absolutely prohibited. Mailing of promotional materials may only be permitted with the prior approval of the Contract Administrator.

1.3 Delivery Capabilities

1.301 TIME FRAMES

All orders shall be delivered within three (3) business days after receipt of order.

Should the Contractor fail to meet the delivery schedule, the agency may purchase urgently needed items from another source.

1.302 MINIMUM ORDER

There is no minimum order size.

1.303 PACKAGING

Each order delivered shall be individually packaged and will indicate the ordering agency's name, address, and order number. Each order will utilize the box size that is the most appropriate for the quantity of items being shipped. Each package will contain a packing slip. This packing slip shall contain the following information: Agency name and address; name and telephone number or the person to whom the order is being delivered; the state's order number; stock number and brief description of each item; unit of issue and quantity issued of each item; unit price and extended price for each item; date order was received by Contractor; shipping code to identify shipping condition (item temporarily out of stock/will ship late, discontinued item, or item temporarily out of stock/please reorder); and total price of the order.

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

1.304 PALLETIZING

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

- Manufacturer's standard 4-way shipping pallets are acceptable.

- Maximum height: 5'6", including pallet.
- Maximum weight: 3000 pounds, including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

1.305 DELIVERY TERMS

a. Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders.

b. Each agency may have specific needs as to the method of delivery, size of delivery vehicle and security concerns. The Contractor must be flexible in order to satisfy these special requirements. Some agencies may establish regular delivery schedules. These may be biweekly, twice per month or monthly depending on the needs of the agency. Some agencies require their supplies to be packaged (shrink wrapped) by purchase order and some require individual deliveries to be made to different locations. **Agency must contact Contractor for these special requests, as needed.**

c. The Walter P. Reuther Psychiatric Hospital requires the Contractor to deliver products ordered by that agency wrapped and specifically identified by floor and delivered to each floor at that facility. Mt. Pleasant Center also requires products to be delivered to individual buildings within the facility.

d. There shall be no additional charge unless the delivery is an Emergency Delivery. An Emergency Delivery is a delivery of a product ordered and delivered on the same day. The Contractor shall have the capability for same day delivery in the lower part of the State at a fee (please refer to Appendix B Additional Items - Markup Cost Sheet).

e. Each order shall be accompanied by a packing slip. The packing slip shall contain the following information:

Agency name and address
Agency designated purchase order number on the package
Stock number and brief description of each item
Unit of issue and quantity issued for each item
Unit price and extended price for each item
Date order was received by Contractor
Total price of the order

f. All deliveries shall be F.O.B. destination to the ordering agency. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the agency except as to the latent defects, fraud, and the Contractor's warranty obligations, if any.

1.4 Project Price

1.401 PROPOSAL PRICING

Please refer to the Appendix A Item Listing/Pricing Page for pricing for the items included on this Contract.

Contractor shall also provide a percentage markup from the Contractor's Cost to be applied to all other items purchased by the State (please refer to Appendix B Additional Items - Markup Cost Sheet).

Contractor's Cost is the Contractor's actual invoice cost from the manufacturer or supplier plus applicable freight less all off-invoice Contract allowances. These allowances shall include all rebates, promotional allowances, reverse rebates, cost adjustments, special incentives and discounts allowable

under a Pricing Agreement. Applicable freight for any product shall not exceed the rate charged by nationally recognized carriers operating in the same market for the same type of freight service.

Pricing Agreements are agreements with manufacturer's or suppliers which have been negotiated by the Contractor on behalf of the State of Michigan, or negotiated by Purchasing Operations, or by a buying group for its' members, or by a third party.

The Contractor shall be responsible for negotiating discounts off list prices directly with manufacturers for the State of Michigan. These discounts must be acceptable to the State and the State will benchmark discounts against prices paid by other users. The Contractor shall provide the Contract Administrator with copies of all Pricing Agreements negotiated by the Contractor on behalf of the State. The Contractor shall provide the Contract Administrator with list prices for all products, the negotiated discount for all product lines and length of time the manufacturer will hold the discount. The inability of the Contractor to negotiate discounts acceptable to the State may result in finding the Contractor in default, thereby causing the State to cancel the Contract. Upon cancellation for default, the State reserves the right to begin negotiation with another bidder to enter a Contract for all of the State's medical/surgical product needs.

The Contractor will keep the Contract Administrator informed of products being ordered by State agencies for which there are no price agreements. The State of Michigan reserves the right to negotiate Pricing Agreements directly with manufacturers, to join a buying group and use the product Pricing Agreement negotiated by the buying group or use a Pricing Agreement negotiated by a third party.

The Contractor shall pass on to the State agencies all price discounts and reductions that the Contractor is entitled to receive from the manufacturers and suppliers under a Pricing Agreement. These discounts and reductions shall include, without limitation free goods, rebates, quarterly and other discounts, early payment discounts, special manufacturer deal prices and carload shipment discounts.

a. Best Customer

The State, or any participating Local Unit of Government, expects to be considered the "Best Customer" regarding Medical Supplies purchased in the State. In other words, since the total quantity included in this Contract far exceeds the quantity that may be purchased by any other State entity in the state, the State expects to receive the "best price" during the term of the Contract for all locations.

b. Invoicing

Some State agencies are centralized and others are decentralized for ordering and payment processes. Contractor must be capable of submitting one consolidated invoice to an agency centralized location or multiple invoices to an agency for each delivery location

c. Donations

Donations of products, supplies or services to charitable, nonprofit or government entities, if the donations are recognizable as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of this provision.

1.402 PAYMENT TERMS

a. Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.

b. Contractor shall provide the following quick payment terms to the State (i.e. % discount off invoice if paid within 10 days):

.25% (1/4%) 10 days

1.403 PRICE TERM

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

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

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

1.404 ADMINISTRATIVE FEE

The Contractor must collect an Administrative Fee on all sales, including participating local units of government transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The Administrative Fee equals 6% of the total monthly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing.

The Contractor must pay the Administrative Fee collected by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment:

Applicable State BPO Number, report amount(s), and reporting period covered.

Contractor must forward the check to the following address:

Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut Street
P.O. Box 30681
Lansing, MI 48909

Please make check payable to: State of Michigan.

The Contractor must provide reporting of MiDeal purchases separately from the reporting that details the State's purchasing activities. For further details, please refer to Article 1.205, "Reports."

1.405 BILLING

The Contractor shall have the capability to bill monthly by hard copy and/or electronically and is responsible for developing the electronic billing interface in accordance with the requirements provided by the State. The Contractor shall be able to bill each agency by account codes as well as bill centrally to each department by agency and further by agency account codes depending on the needs of each department. All billings shall include the following information:

Agency name and address;
Purchase order or packing slip number;
Account codes;
Stock number and brief description of each item;
Unit of issue and quantity issued of each item;
Unit price and extended price of each item;
Statement total;
Delivery Location(s); and,
Payment terms

1.406 RESERVED

1.5 Quantity Term

1.501 REQUIREMENTS

Contractor agrees to supply all that the State requires.

1.601 CONTRACT CHANGES

If a proposed Contract change is supported by the Contract Administrator, they will make recommendations to the Director of DMB, Purchasing Operations regarding ultimate approval/disapproval of change request. If the Director of DMB, Purchasing Operations (or authorized designee), agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Contract Administrator will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by DMB, Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

1.602 FILL RATE

The Contractor should maintain a monthly statewide average Fill Rate of 98%.

Orders not filled and partials should be indicated on the packing slip along with the availability of these items (see Article 1.303). Items that are reordered, backordered or partially filled are not considered filled items when calculating the service level.

1.603 RECYCLING/ENVIRONMENTAL AWARENESS

Contractor is encouraged to supply products containing recovered materials suitable for the intended use. By doing so, the Contractor warrants the product(s) is at least functionally equivalent to the bid specifications. "Recovered Material" is defined as post-consumer waste (any product generated by a

business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition), and secondary waste (industrial by-products as in wastes generated after completion of a manufacturing process that would normally not be reused).

Contractor shall identify any mercury containing products supplied and shall provide mercury-free alternatives, when available. (See also Section 2.510.)

Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for Medical Supplies for the State of Michigan. Exact quantities to be purchased are unknown; however, as one of the successful Contractors, you will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified if any, are estimates based on prior purchases, however, the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

Units of local government may also issue orders (see attached Non-State Agency Statement, Article 1B.303)

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

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

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

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

All communications covering this procurement must be addressed to Contract Administrator indicated below:

Department of Management and Budget
Purchasing Operations
Attention: Laura Gyorkos, Contract Administrator
530 West Allegan Street
2nd Floor, Mason Building
P O Box 30026
Lansing, Michigan 48909
(517) 373-1455
gyorkosl@michigan.gov

2.003 NOTICE

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

2.004 CONTRACT TERM

The term of this Contract will be for one (1) year and will commence with the issuance of a Contract. This will be March 1, 2007 through February 28, 2008.

Option. The State reserves the right to exercise four (4) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing to exercise an option year.

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

Written notice will be provided to the Contractor within 10 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

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

2.006 APPLICABLE STATUTES

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

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

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

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

2.008 HEADINGS

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

2.009 MERGER

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

2.010 SEVERABILITY

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

2.011 SURVIVORSHIP

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

2.012 NO WAIVER OF DEFAULT

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

2.013 PURCHASE ORDERS

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

2.1 Contractor/Contractor Obligations

2.101 ACCOUNTING RECORDS

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

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing within 30 days.

2. The Contractor shall also notify the Purchasing within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;

2. Provide Purchasing or designated representative ready access to the records upon request;

3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and

4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 RESERVED

2.104 RESERVED

2.105 RESERVED

2.106 PREVAILING WAGE-RESERVED

2.107 PAYROLL AND BASIC RECORDS-RESERVED

2.108 COMPETITION IN SUB-CONTRACTING-RESERVED

2.109 CALL CENTER DISCLOSURE

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

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

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

2.202 CONTRACT PAYMENT SCHEDULE

All invoices shall reflect actual orders delivered. The Contractor shall submit a monthly invoice of all orders placed during the reporting period, which includes an itemized listing of orders delivered; furthermore, the invoice shall list the contract number.

Some State agencies are centralized and some are decentralized. Contractor must be capable of submitting one consolidated invoice to an agency-centralized location or multiple invoices to decentralized agencies for each delivery location.

2.203 RESERVED

2.204 RESERVED

2.205 ELECTRONIC PAYMENT REQUIREMENT

Contractor is required to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 RESERVED

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

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

2.302 CONTRACTOR RESPONSIBILITIES

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

2.303 ASSIGNMENT AND DELEGATION

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

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

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

2.304 TAXES

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

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

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

2.305 INDEMNIFICATION

General Indemnification

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

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

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

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

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

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

Patent/Copyright Infringement Indemnification

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

Code Indemnification

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

Indemnification Obligation Not Limited

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

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

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

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY - RESERVED

2.307 CONTRACT DISTRIBUTION

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

2.308 RESERVED

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

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

2.310 RESERVED

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 30 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

2.312 RESERVED

2.313 RESERVED

2.314 WEBSITE INCORPORATION

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

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

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

Sue Cieciwa, Buyer Specialist
DMB, Purchasing Operations
530 West Allegan Street, 2nd Floor
P O Box 30026
Lansing, MI 48909
(517) 373-0301
cieciwas@michigan.gov

2.402 PERFORMANCE REVIEWS

The State may review with the Contractor their performance under the Contract. Performance reviews shall be conducted every 4 months during the first year of the Contract and biannually thereafter, unless Contractor's past performance gives cause for concern, in which case reviews may take place more frequently. Performance reviews shall include, but not be limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, fill rates, the amount of back orders, status of such orders, accuracy of billings, third party billing services, customer service, the number of substitutions and the reasons for substitutions, completion and submission of required paperwork, and any other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing, the Contract may be canceled for default.

Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

Performance reviews may also include an audit of past invoices. If errors are found in past invoicing, Contractor will reimburse the State for the difference within 30 days of the audit.

The Contract Administrator and the Contractor shall meet on an as needed basis during the year to share new service information and technology and to discuss opportunities of mutual interest. The Contractor shall work with the Contract Administrator in developing new services and exploring opportunities of mutual interest.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

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

The State may conduct a site visit to tour and inspect the distribution center and administrative offices. Purchasing Operations will schedule these visits, if required.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

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

2.502 QUALITY ASSURANCE

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

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

2.503 INSPECTION

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

2.504 GENERAL WARRANTIES (goods)

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

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

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

2.505 CONTRACTOR WARRANTIES

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

1. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the products that are separately chargeable to the State;

2. The Contractor will provide the products in a manner that does not infringe the proprietary rights of any third party;

3. The Contractor will provide the products in a manner that complies with all applicable laws and regulations;

4. The Contractor has duly authorized the execution, delivery and performance of the Contract;

5. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.

6. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.

7. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.

8. The Contractor is qualified and registered to transact business in all locations where required.

9. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

10. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any Contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

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

2.506 RESERVED

2.507 RESERVED

2.508 RESERVED

2.509 RESERVED

2.510 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

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

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

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another Contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its sub-Contractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result

of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its sub-Contractors will not relieve the Contractor of its obligations under the Contract except to the extent that a sub-Contractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the sub-Contractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

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

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

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

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

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

2. Cancellation for Convenience by the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or sub-Contract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

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

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 RESERVED

2.704 RESERVED

2.705 SUSPENSION OF WORK

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

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this Contract, or (2) by the Contract Administrator's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension,

delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

A claim under this clause shall not be allowed:

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

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

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

2.802 TIME EXTENSIONS - RESERVED

2.803 MODIFICATION

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

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

Product Evaluation

The State will annually review products for clinical acceptability and reserves the right to add and remove products. The State will review new products as the need arises, and reserves the right to add new products. The Contractor shall keep the Contract Administrator advised of new products, changes in products and all product recalls. The Contractor shall send all product notices, as well as notices of any other changes affecting its' distribution services to the Contract Administrator.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: Records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form Contractor shall be required to submit cost or pricing data with the pricing of any modification of this

contract to the Contract Administrator in Purchasing. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

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

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

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

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

2.805 CHANGES

(a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the State-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:

(1) The date, circumstances, and source of the order; and
(2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

2.806 LIABILITY INSURANCE

A. <u>Insurance</u>

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

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

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

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

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

See www.michigan.gov/cis

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

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

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

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

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

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

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

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

☑ 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

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

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

☑ 4. Employers liability insurance with the following minimum limits:

$100,000	each accident
$100,000	each employee by disease
$500,000	aggregate disease

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

☑ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

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

C. Certificates of Insurance and Other Requirements

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

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

STATE OF MICHIGAN - AGENCY PROCUREMENT LIST
(Revised 12/08/06)

DEPARTMENT OF COMMUNITY HEALTH

AGENCY AND ADDRESS	CONTACT	TELEPHONE
Department of Community Health **Contract Management Section** 4th Floor, Cass Bldg. Lansing, MI 48909	Lynn Strong/Jane Bitsicas Shirley Martin	(517) 241-0134 (517) 241-2305
Caro Center 2000 Chambers Rd. Caro, MI 48723-9296	Tammy McPherson	(989) 672-9444
Center for Forensic Psychiatry P.O. Box 2060 Ann Arbor, MI 48106	Beth Duffy	(734) 295-4531
Hawthorn Center 18471 Haggerty Road, Northville, MI 48167	Lisa Morrow Ext. 6737 Judy Valentine Ext. 5995	(248) 349-3000 (248) 349-3000
Huron Valley Center 3511 Bemis Road Ypsilanti, MI 48197	Dee Proctor	(734) 434-3899
Kalamazoo Psychiatric Hospital 1312 Oakland Drive Kalamazoo, MI 49008	Peggy Deaton	(616) 337-3047
Mt. Pleasant Center 1400 W. Pickard Mt. Pleasant, MI 48858	Luci Christensen Ext. 2370	(989) 773-7921
Walter P. Reuther Psychiatric Hospital 30901 Palmer Road Westland, MI 48186	Pamela Mason	(734) 367-8409

DEPARTMENT OF CORRECTIONS

AGENCY AND ADDRESS	CONTACT	TELEPHONE
Department of Corrections, **Central Office Procurement** 206 E. Michigan Ave. – 5th Floor Grandview Plaza, Lansing, MI 48909	Marsha Stansfield Laura Campbell Lisa Lehnert	(517) 335-2889 (517) 373-4447 (517) 335-4904
Alger Maximum Correctional Facility P.O. Box 600 Munising, MI 49862	Barb Beacham Ext. 1144	(906) 387-5000
Baraga Maximum Correctional Facility 301 Wadaga Rd. Baraga, MI 49908	Dawn VanWagner Ext. 1152	(906) 353-7070

Bellamy Creek Correctional Facility 1727 W. Bluewater Hwy. Ionia, MI 48846	Cyndi Marshall Ext. 1156	(616) 527-2510
Boyer Road Correctional Facility (See Carson City Correctional Facility)		
Carson City Correctional Facility 10522 Boyer Rd. Carson City, MI 48811	Lisa Mills Ext. 6108	(989) 584-3941
CFA Region III – Business Office 4000 Cooper St. Jackson, MI 49201	Carol Brownlee Sandi Fairbanks Kari Kerstetter	(517) 780-6102 (517) 780-6104 (517) 780-6384
Charles Egeler Reception & Guidance Ctr. (See CFA-Region III Business Office)		
Chippewa Correctional Facility 4269 W. M-80 Kincheloe, MI 49784	Ruth Paquin Ext. 3118	(906) 495-2275
Cooper Street Correctional Facility (See CFA-Region III Business Office)		
Deerfield Correctional Facility 1755 Harwood Rd. Ionia, MI 48846	Teresa McKendry (Acting) Ext. 431	(616) 527-6320
Earnest C. Brooks Correctional Facility 2500 S. Sheridan Rd. Muskegon Hgts., MI 49444	Chris DeVoogd	(231) 773-0029
Florence Crane Correctional Facility 38 Fourth St. Coldwater, MI 49036	Ron LaBelle Ext. 1217	(517) 279-9165
G. Robert Cotton Correctional Facility (See CFA-Region III Business Office)		
Gus Harrison Correctional Facility 2727 E. Beecher St. Adrian, MI 49221	Betsy Schoolmaster Ext. 3110	(517) 265-3900
Hiawatha Correctional Facility (See Kinross Correctional Facility)		
Huron Valley Correctional Facility 3201 Bemis Rd. Ypsilanti, MI 48197	Cathy Judkins Ext. 1598 Renard Marshall	(734) 572-1598 (734) 572-1593
Ionia Maximum Correctional Facility 1576 W. Bluewater Hwy. Ionia, MI 48846	Norma Sage Ext. 226	(616) 527-6331
Kinross Correctional Facility 16770 S. Watertower Dr. Kincheloe, MI 49788	Charles Bergman Ext. 3113	(906) 495-2275
Lakeland Correctional Facility (See Florence Crane Correctional Facility)		

Macomb Correctional Facility 34625 26 Mile Rd. New Haven, MI 48048	Tawana Brooks Ext. 154	(586) 749-4900
Marquette Branch Prison 1960 South U.S. 41 Marquette, MI 49855	Dave Rice Ext. 1804	(906) 226-6531
Michigan State Industries 5656 S. Cedar Lansing, MI 48911-3809	Nancy Taylor-Williams Cathy Carr Cori Sackrider Ruth Thole	(517) 373-3897 (517) 373-3923 (517) 373-3887 (517) 241-6291
Mid-Michigan Correctional Facility (See St. Louis Correctional Facility)		
Mound Correctional Facility 17600 Ryan Rd. Detroit, MI 48212	Rochelle Comer Ext. 1124	(313) 368-3200
Muskegon Correctional Facility 2400 S. Sheridan Dr. Muskegon, MI 49442	Kathleen Ayotte Ext. 1506	(231) 773-9200
Newberry Correctional Facility 3001 Newberry Ave. Newberry, MI 49868	Jody Mark	(906) 293-0003
Oaks Correctional Facility 1500 Caberfae Highway Manistee, MI 49660	Erin Patrick Ext. 1093	(231) 723-8272
Ojibway Correctional Facility N 5705 Ojibway Rd. Marenisco, MI 49947	Carol Carlson Ext. 114	(906) 787-2217
Parnall Correctional Facility (See CFA-Region III Business Office)		
Parr Highway Correctional Facility (See Gus Harrison Correctional Facility)		
Pine River Correctional Facility (See St. Louis Correctional Facility)		
Pugsley Correctional Facility 7401 E. Walton Rd. Kingsley, MI 49649	Sue Ellen Walter Ext. 1123	(231) 263-5253
Richard A. Handlon Correctional Facility 1728 Bluewater Hwy. Ionia, MI 48846	Norma Sage Ext. 226	(616) 527-6331
Riverside Correctional Facility (See Deerfield Correctional Facility)		
Robert Scott Correctional Facility 47500 Five Mile Rd., Plymouth, MI 48170	Jean Woolridge Ext. 229	(734) 459-7400
Ryan Correctional Facility 17600 Ryan Rd. Detroit, MI 48212	Lisa Porter Ext. 1117	(313) 368-3200

Saginaw Correctional Facility 9625 Pierce Rd. Freeland, MI 48623	Janine Stone-Wallace Ext. 1136	(989) 695-9880
St. Louis Correctional Facility 8585 N. Croswell Rd. St. Louis, MI 48880	Nancy Michael Bonnie Compton	(989) 681-7008 (989) 681-7010
Southern Michigan Correctional Facility (See CFA-Region III Business Office)		
Standish Maximum Correctional Facility 4713 W. M-61 Standish, MI 48658	Sherry Payton Ext. 1149	(989) 846-7000
Straits Correctional Facility (See Chippewa Correctional Facility)		
Thumb Correctional Facility 3225 John Conley Dr. Lapeer, MI 48446	Donna Jones Ext. 239	(810) 667-2045
West Shoreline Correctional Facility (See Earnest Brooks Correctional Facility)		

DEPARTMENT OF EDUCATION

AGENCY AND ADDRESS	CONTACT	TELEPHONE
Michigan School for the Deaf and Blind West Court at Miller Road Flint, MI 48503	Cathy St. James	Phone: (810) 257-1427 Fax: (810) 257-1490 Email: stjamesc@michigan.gov

DEPARTMENT OF HUMAN SERVICES

AGENCY AND ADDRESS	CONTACT	TELEPHONE
DEPT. OF HUMAN SERVICES, PURCHASING 235 S. Grand; Suite 1205 Lansing, MI 48933	Judy Unrath, Buyer	Phone: (517) 373-4108 Fax: (517) 335-6251 Email: Unrathj@michigan.gov
ACADEMY HALL 818 Park Street Kalamazoo, MI 49001	William Powell, Director	Phone: (269) 337-3614 Fax: (269) 337-3616
ADRIAN TRAINING SCHOOL P.O. Box 218, 2300 N. Adrian Hwy. Adrian, MI 49221	David Bauman, Business Manager	Phone: (517) 264-1200 Direct Line: (517) 264-1203 Fax: (517) 263-6290
ABROR HEIGHTS CENTER 1447 Washington Heights Ann Arbor, MI 48104	Mike Johnson, Director	Phone: (734) 302-2200 Fax: (734) 662-0616
BAY PINES CENTER 2425 N. 30th Street Escanaba, MI 49829	Paul Walters, Business Manager	Phone: (906) 789-1232 Direct Line: (906) 789-7220 Fax: (906) 789-9848
FLINT HOUSE 1526 W. Court Street Flint, MI 48503	Elverna Ponder, Director or Willie Hill	Phone: (810) 235-8913 Fax: (810) 235-9431

MAXEY TRAINING SCHOOL 9036 E. M-36 Whitmore Lake, MI 48189	Gary Rose, Business Manager (734) 449-3032	Phone: (734) 449-3004 Fax: (734) 449-3003
NOKOMIS CENTER 6300 S. Reserve Road Prudenville, MI 48651	Diane Skop, Business Manager	Phone: (989) 366-5368 or (800) 622-0993 Fax: (989) 366-8820
PARMENTER HOUSE 706 Fifth Street Bay City, MI 48708	Frank Hoese, Director or Ken Marks	Phone: (989) 895-2570 or (989) 895-2571 Fax: (989) 895-2565
PINE LODGE CENTER 227 N. Sycamore Street Lansing, MI 48933	Mike Opsommer, Director or Ron Drinkard	Phone: (517) 334-7700 Direct Line: (517) 334-6627 Fax: (517) 485-3513
SHAWONO CENTER 10 North Howes Lake Road Grayling, MI 49738	Kelly Vandecar, Business Manager	Phone: (989) 344-5000 Direct Line: (989) 344-5008 Fax: (989) 348-4287

DEPARTMENT OF LABOR AND ECONOMIC GROWTH

AGENCY AND ADDRESS	CONTACT	TELEPHONE
Michigan Career & Technical Institute 11611 Pine Lake Rd. Plainwell, MI 49080	Ann Minshall	Phone: (269) 664-9544 Email: minshalla@michigan.gov
Michigan Commission for the Blind 1541 Oakland Drive Kalamazoo, MI 49008	Rose Beville-Sprinkle	Phone: (269) 337-3760 Email: beveller@michigan.gov

DEPARTMENT OF MILITARY & VETERANS AFFAIRS

AGENCY AND ADDRESS	CONTACT	TELEPHONE
Department of Military & Veterans Affairs, Office of Financial Services - Purchasing and Contracts Section 2500 S. Washington Avenue Lansing, MI 48913	Kimberly Graham, Buyer Manager, CPPB	Phone: (517) 483-5803 Fax: (517) 483-5881 email: grahamk@michigan.gov
Grand Rapids Home for Veterans 3000 Monroe NW Grand Rapids, MI 49505	Fran Kirkwood, Dept. Manager	Phone: (616) 364-5328 Fax: (616) 365-3804 email: kirkwoodf@michigan.gov
D.J. Jacobetti Home For Veterans 425 Fisher St. Marquette, Michigan 49855	Joe Miller, Buyer	Phone: (906) 226-3576 ext. 351 Fax: (906) 226-3507 E-Mail: Millerjoe1@Michigan.gov

Appendix A – Item Listing/Pricing Page

See attached Item Listing/Pricing Page.

Appendix B – Additional Items - Markup Cost Sheet

MARKUP TO COVER ALL COSTS ASSOCIATED WITH PROCESSING ORDERS:

1. TO INCLUDE STORAGE AND DELIVERY IN BULK SHRINK WRAP TO AGENCY'S RECEIVING DOCK OR INSIDE RECEIVING AREA.

   PER ITEM 8%

2. TO INCLUDE STORAGE AND DELIVERY PACKAGED BY DEPARTMENT TO THE AGENCY'S DOCK OR INSIDE RECEIVING AREA.

   PER ITEM 8%

3. TO INCLUDE STORAGE AND DELIVERY PACKAGED BY DEPARTMENT INSIDE TO A WARD, FLOOR, WING OR OTHER SUB-UNIT INSIDE THE BUILDING.

   PER ITEM 8%

4. FOR DELIVERY TO INDIVIDUAL BUILDINGS WITHIN A FACILTY.

   PER ITEM 8%

5. CHARGE IN ADDITION TO MARKUP QUOTED ABOVE, FOR SAME DAY EMERGENCY DELIVERIES.

   PRICE PER DELIVERY $0.00 within 50 miles of zip code 48124, $25.00 outside 50 miles for same day deliveries.

Krasity's Medical & Surgical Supply, Inc.
Contract No. 071B7200164
Medical Supplies
Item Listing/Pricing Page

Line No.	Product Description	Unit of Measure (UOM)	Quantity Per UOM	Est. Annual Quantity	Manufacturer	SKU	Unit Cost	Total $
4	PRIMARY SET W/2CLAVE LF	CS	48	254	Hospira Worldwide	1196168	$195.28	$49,601.12
6	INS SFTY 1CC SYR/NDL 29GX0.5IN	BX	100	2,630	Kendall Healthcare Co.	8881511110	$22.92	$60,279.60
11	VAN PNT SAF SYR 1CC 29X.5"	BX	100	990	Retractable Technolo Inc.	10211	$43.90	$43,461.00
13	MAXITHINS REG UNSC IND WRAP	CS	288	1,728	Hospital Specialty Co. 10	48044	$22.36	$38,638.08
40	SANI-DEX HAND WIPE REG	BX	135	2,575	Professional Dispens	Q20372	$4.73	$12,179.75
57	PREFILLED HUMIDIFER 340ML	CS	20	232	Hudson RCI	00340	$30.15	$6,994.80
75	SUPER SANI-CLOTH IND. XLG	BX	50	409	Professional Dispens	U87295	$17.18	$7,026.62
76	SAFETY-LOK INSUL 1CC 29X.5	BX	100	221	Becton-Dickinson	329464	$21.96	$4,853.16
80	DEX 5% INJ 50ML	CS	80	43	Hospira Worldwide	7923-36	$118.03	$5,075.29
86	IV CATH W/NDL GRD 20X1.00	BX	50	51	Medex Inc	3067	$89.04	$4,541.04
90	SORB-IT DRN SPONGE 4X4 6P	TY	50	837	Kendall Healthcare Co.	6242P	$3.86	$3,230.82
121	T UP-DRAFT II NEBULIZER MOUTHPIECE RESERVOIR6IN	CS	50	84	Hudson RCI	1734	$45.94	$3,858.96
125	ACCUCHEK ADVANTAGE TST STP	EA	50	105	Roche Diagnostics Corp	553	$44.52	$4,674.60
128	UTILTY GLV LTX/NTRL NS XLG FLOCK LINED 1PAIR	BX	12	300	Ansell Healthcare	5789018	$12.24	$3,672.00
142	ECLIPSE NEEDLE 21X1.25	BX	48	197	Becton-Dickinson	368607	$17.28	$3,404.16
159	PREFILLED HUMIDIFER 650ML	CS	10	136	Hudson RCI	00640	$15.43	$2,098.48
185	TRACH INNER CANNULA LOW PRESSURE SZ8	BX	10	66	Mallinckrodt Anesht Products	8DIC	$38.77	$2,558.82
188	ARCH SUPPORT CUSHION 4.25LENGTH SZ10/11 1PAIR	EA	1	393	Spenco Medical Corp	4412304	$5.80	$2,279.40
213	SELF CONT NDL 1CC 27GX.625	BX	200	65	Becton-Dickinson	309310	$40.47	$2,630.55
225	MASK TRACHEOTOMY DISP ADLT W/O TUBING NONLATEX	CS	50	39	Hudson RCI	1075	$53.42	$2,083.38
233	MANUAL AUTOCLAVE	EA	1	1	Tuttnauer USA Co., Ltd. 25	1730M	$1,484.00	$1,484.00
					Total Estimated Contract Value:			**$264,625.63**
					No. of Items:			**21**