



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management & Budget

525 W. Allegan Street
P.O. Box 30026
Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 171180000000463

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Graybar Electric Company, Inc.
	8350 Haggerty Rd
	Bellville, MI 48111
	Doug Pung
	616-292-6069
	Douglas.Pung@Graybar.com
	CV0001847

STATE	Program Manager	As Stated on Delivery Order	SW
	Contract Administrator	Steve Rigg	DTMB
		517-249-0454	
		RiggS@Michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Lighting and Electrical Supplies - Statewide

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2018	January 31, 2023	3 – 2-year options	January 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		Most orders shipped within 24 hours of order based on availability	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This contract is part of a cooperative contract between US Communities, the City of Kansas City, MO, and Graybar Electric Company, Inc. under Master Agreement EV2370. In the event of any conflicts between the State of Michigan and Graybar Electric Company, the Standard Contract Terms of this Contract #171180000000463, as negotiated between Graybar Electric Company and the State of Michigan, take precedence over the US Communities Terms & Conditions.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$12,000,000.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Graybar Electric Company, Inc. (“**Contractor**”), a New York Corporation. This Contract is effective on April 1, 2018 (“**Effective Date**”), and unless terminated, expires on January 31, 2023.

If, pursuant to the terms of US Communities Master Agreement EV2370 the term of the Master Agreement is extended, this Contract may be renewed by the State for any applicable number of additional one (1) year periods or other length of time that coincides with any such extension of the term of the Master Agreement. Any renewal by the State, including the length of such renewal, is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document the exercise of its renewal option(s) via Contract Change Notice.

The parties agree as follows:

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

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

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

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

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

If to State: Steve Rigg 525 W. Allegan St. 1 st Floor NE PO Box 30026 Lansing, MI 48909 riggs@michigan.com 571-249-0454	If to Contractor: Doug Pung 8350 Haggerty Road Belleville, MI 48111 Doug.Pung@Graybar.com 616-292-6069
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- 3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State: Steve Rigg 525 W. Allegan St. 1 st Floor NE PO Box 30026 Lansing, MI 48909 riggs@michigan.com 571-249-0454	Contractor: Doug Pung 8350 Haggerty Road Belleville, MI 48111 Doug.Pung@Graybar.com 616-292-6069
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

State: Steve Rigg 525 W. Allegan St. 1 st Floor NE PO Box 30026 Lansing, MI 48909 riggs@michigan.com 571-249-0454	Contractor: Doug Pung 8350 Haggerty Road Belleville, MI 48111 Doug.Pung@Graybar.com 616-292-6069
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

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

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

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). The State acknowledges and agrees that Contractor's payment of a 1% administrative fee precludes the State from receiving any volume incentive discounts available under the US Communities Government Purchasing Alliance with the City of Kansas City, Missouri, Contract No. EV2370. Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

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

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

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

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

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

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

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 5 (five) calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

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

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

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

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

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

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

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

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

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

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

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

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

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

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

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

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it

becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. **Limitation of Liability.** Neither party shall be liable to the other for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Notwithstanding any provision in this Contract to the contrary, in no event shall Contractor's liability exceed \$3,000,000.00.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
 - b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
 - c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
 - d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
 - e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential

Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

- 33. **Reserved**
- 34. **Reserved**
- 35. **Reserved**

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

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

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

- 37. **Warranties and Representations.** Contractor warrants that all goods sold are free of any security interest and assigns to the State all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Contractor by the manufacturer of the goods. CONTRACTOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT.

Contractor further represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract signatory has the authority to enter into this Contract; (d) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (e) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

- 40. **Prevailing Wage.** This Contract and any subcontract is subject to the Prevailing Wage Act, 1965 PA 166. Contractor must comply with the state prevailing wage law and its requirements.

- 41. **Reserved**

- 42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

- 43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the schedules, exhibits, a purchase order, or an amendment, the order of precedence is: (a) the amendment; (b) Schedule A; (C) and other exhibits; (d) the Contract; (e) the purchase order.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

SCHEDULE A Lighting and Electrical Supplies

STATEMENT OF WORK CONTRACT ACTIVITIES

SCOPE

This is a Statewide contract for the procurement of lighting and electrical supplies for Maintenance, Repair, and Operations for all State of Michigan agencies and MiDeal members.

1. General Requirements

1.1. Product Specifications

Delivery of products as detailed in Contractor's *"Electrical Products Catalog"*.

1.2. Warranties

Contractor warrants that all products sold are free of any security interest. Contractor will make available all transferable warranties made to Contractor by the manufacturer of the goods. To assist clients in tracking product warranties, Contractor captures procurement data such as date purchased, catalog number, quantities, etc. through their SAP system. Additionally, Contractor will assist customer in completing the required paper work and returning the product to the appropriate destination for replacement or repair.

Contractor makes no other expressed or implied warranties, and more specifically makes no implied warranties of merchantability or fitness for purpose. Products sold hereunder are not intended for use in or in connection with a nuclear facility or in a healthcare situation where the products have the potential for direct patient contact or where a six (6) foot clearance from a patient cannot be maintained, unless otherwise agreed in writing by an authorized Contractor representative. Notwithstanding any provision contained in this Agreement to the contrary, in no event will Contractor be liable for special or consequential damages.

1.3. Recall Requirements and Procedures

Recalls are initiated by Contractor manufacturers. When recalls occur, the manufacturer establishes the notification and return process, and Contractor complies with that. Contractor will offer any assistance that they can provide with that process.

1.4. Quality Assurance Program

Contractor is ISO 9001:2008 registered. Contractor has pledged to give you an error-free performance. The Contractor Quality Management System is based on the requirements of the internationally recognized standard ISO 9001:2008 certification for use in the wholesale distribution of electrical, data, security, and telecommunication supplies. To date, all Contractor locations have achieved and continuously maintained their registration to this standard through routine examinations conducted by National Quality Assurance (NQA-USA). Additional information is available in our Level 1 Quality Manual and can be provided upon request.

1.5. Incentives - Reserved

2. Service Levels

2.1. Time Frames - Reserved

2.2. Delivery

Contractor ships most orders within 24-hours of receipt of order, if available, from Contractor inventory. Most orders received before 11:00 AM are shipped the same day, and all other orders are scheduled for next day delivery.

The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

2.3. Installation - Reserved

2.4. Technical Support and Repairs

Contractor will assign each account a customer service representative for support. Additionally, Technical Specialists – Industrial Automation are on staff in some locations to support lighting, automation, and technology products. If the need arises for a technical solution best addressed by the manufacturer of the product, Contractor will coordinate help directly from the manufacturer's representative to find the right product solution for that need.

2.5. Maintenance - Reserved

2.6. Training - Reserved

2.7. Reporting

Contractor's computer capabilities enable them to track performance for accuracy, returned goods, special contract compliance, and more. Contractor can provide standard reports showing customer purchase grouped by part number, manufacturer, or product categories at each sales office. Contractor can provide reports showing all day-to-day materials used.

The State reserves the right to request additional reports as deemed necessary.

2.8. Meetings

The **Contract Administrator** is responsible for scheduling and facilitating Contractor Progress Meetings. A "**Contract Progress Meeting**" is intended to assist the State and Contractor in, including but not limited to, reviewing the Contract Compliance Report, addressing outstanding items on the Issue Tracking Log and Vendor Performance in SIGMA, reviewing overall contract compliance, discuss market trends that will assist the State in understanding changes in the industry, and solicit contractor recommendations for increasing contract efficiency and reducing costs.

Contract Progress Meetings can be held (in person or by conference call) at any time, but at a minimum the Contract Administrator should hold a Contract Progress Meeting at least yearly. The Contract Administrator, Program Manager and any individual identified by the parties should participate.

3. Staffing

3.1. Contractor Representative

Contractor will assign local representatives responsible for each location. See Attachment A - Additionally, Contractor will deploy a service team consisting of inside support personnel and a management team at the servicing location to ensure service requirement compliance.

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

3.2. Customer Service Toll-Free Number

The Customer Service Toll-Free Number is 1-800-GRAYBAR (800-472-9227) and is available Monday-Friday 5am-11pm EST and Saturday-Sunday 9am-6pm EST. For customer service outside these hours, contact your dedicated Account Manager.

3.3. Disclosure of Subcontractors

Contractor does not intend to utilize subcontracts. If the Contractor would ever need to utilize subcontractors, the Contractor must disclose the following:

- a) The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- b) The relationship of the subcontractor to the Contractor.
- c) Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- d) A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- e) The Subcontractor cannot begin work until State of Michigan approval is issued via contract change notice.

3.4. Security

The Contractor may be required to make deliveries to or enter State facilities. The Contractor does past employer, criminal, and education background checks on all Graybar employees through True Screens.

The Contractor will be subject to the following security procedures as required by the Department of Corrections. Current versions of these policies are available through the Program Manager.

- a) Prison Rape Elimination Act (PREA).
- b) The Department of Corrections Vendor Handbook.

4. Pricing

4.1. Price Term

Prices for non-commodity items are set firm for 12 months. Commodity items that consist of copper, aluminum, steel, zinc, or PVC, are subject to price in effect at time of shipment or other mutually agreed adjustment.

Non-commodity items are defined as those items that do not contain copper, aluminum, steel, zinc, or PVC.

4.2. Price Changes

Pricing applies to normally stocked Contractor materials. Discounts are based on Contractor List Price or Cost in effect at time of order. The majority of pricing on the Contractor contracts is based on a list less discount structure. Cost-Plus discounting is used for market sensitive commodities and lighting fixtures. Not-To-Exceed discounting is used for value added services and material with no list price in our system. Contractor cannot sell at levels above the base contract price and reserves the right to offer a lesser discount for projects, or where large quantity discounts or localized supplier negotiations are available. Pricing was established through competitive

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solicitation process with Los Angeles County, CA. Our Pricing Commitment through Los Angeles County and U.S. Communities agreements dictate that Contractor lead with the U.S. Communities contract first and foremost for any opportunity within the applicable government procurement segment. Our contracts represent pricing discounts from an extensive list of best-in-class suppliers offering unique opportunities to streamline your supply chain and find innovative or integrated solutions.

Quoted Pricing: Contractor will honor pricing provided in a quote to the State for the stated time period on the quote. Standard quotes are valid for 30 days from the time delivered to the State.

Cost-Plus Discounting: This is defined as (average variable cost + % allocation of fixed costs) x (1+markup %). Markup percentage on a specific category can be found in the most recent Electrical Discount Schedule as provided by the Contractor.

Not-To-Exceed Discounting: This follows the Cost-Plus structure but caps the percentage. The percentage on a specific category can be found in the most recent Electrical Discount Schedule as provided by the Contractor.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Purchase Order, which must be approved by the Program Manager, to order any Deliverable(s). The Contractor is not authorized to begin performance until receipt of a Purchase Order.

5.2 Order Verification

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

6. Delivery

6.1. Delivery Programs

Contractor uses several national and regional carriers, as well as UPS and Fed-Ex. In addition, Contractor trucks are available for local deliveries. Contractor will work with each facility to determine the most efficient and cost-effective way to deliver.

Contractor will use the most economical means to deliver products to the State including, but not limited to: Contractor fleet, UPS, FED-Ex, other third-party carriers, Standard delivery policy provides customers with next day service, free of charge, for materials stocked in the branch and within the standard service area. Orders requiring same-day or expedited next-day service, non-stock items, special order or special handling and materials obtained from the manufacturer, may include shipping or handling charges. Any shipping, handling or other costs will be negotiated at time of order.

6.2. Packaging and Palletizing

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

7. Acceptance

7.1. Acceptance, Inspection and Testing

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

- a) The State may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.
- b) The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within 30 Days at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of State approval.
- c) The State, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must include: (a) contract number (b) date; (c) purchase order; (d) quantity; (e) description of the Contract Activities; (f) unit price; (g) shipping cost (if any); and (h) total price.

8.2. Payment Methods

The State will make payment for approved/accepted Contract Activities by Electronic Funds Transfer (EFT) or Procurement Card (P-Card).

9. Additional Requirements

9.1. Environmental and Energy Efficient Products

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

9.2. Recycled Content and Recyclability

Deliverable(s). Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials. Contractor must indicate an estimate of the percentage of recycled materials, if any, contained in each Deliverable:

- Total estimated percentage of recovered material
- Estimated percentage of post-consumer material
- Estimated percentage of post-industrial waste

9.3. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

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

9.4. Mercury Content

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

9.5. Brominated Flame Retardants

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

9.6. Online Catalog/Ordering System

- a) Contractor’s online catalog/ordering system shall be available 24 hours a day, 7 days a week, with the exception of scheduled maintenance. Payments for online orders can be made with a procurement card and order acknowledgements are provided electronically to customers. Contractor’s online catalog/ordering system identifies State of Michigan contract items. Online customers can view product availability before placing orders and will automatically notify online customers when less expensive alternate is available.
- b) Website allows designated customer administrators to set up, add, and delete end users, with permissions and restrictions, approval paths, varying levels of authorization of purchases, etc. independently, without having to contact customer service or Contractor’s sales representative.
- c) The Contractor shall be willing and have the capacity to work with third-party providers of Electronic Data Interchange (EDI) services which have been chosen by the State. The Contractor shall be willing, at no additional charge to the State or to the EDI provider, to transmit text and image catalog information to the State’s provider of EDI services.
- d) The State does not currently have an E-Procurement system; however, the State is in the process of implementing an E-Procurement module with the new financial system (SIGMA). The Contractor will be able to migrate all electronic catalog and online ordering functions to the State’s E-Procurement system within 60 days of notice. At such time the following insurance will be required in addition to the standard insurance requirements:

Privacy and Security Liability (Cyber Liability) Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate</p>	<p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p>

Attachment A Prosperity Regional Customer Service and Sales Representatives

Douglas Pung | Account Manager
Mobile (616) 292-6069 | douglas.pung@graybar.com

Scott Strain | Customer Service Representative
2204 Turner Avenue | Walker, MI 49544 | General Office (800) 866-2500 | Fax (626) 254-4399 |
scott.strain@graybar.com Direct 616-254-4373

Carrilee Hoose | Senior Customer Service Representative
401 Elm Street | Lansing, MI 48912 | General Office (800) 444-5075 | Fax (517) 487-0532
Carrilee.Hoose@Graybar.com Direct 517-827-6206

Cynthia Oliver | Customer Service Representative
8350 Hagerty Rd - Belleville, MI | General Office (734) 252-8300 FAX 734-957-5501 | cynthia.oliver@graybar.com
Direct 734-252-8227

Prosperity Region	COUNTY	Customer Service	Sales	Branch
1a	Baraga	Carrilee Hoose	Doug Pung	LAMI
1a	Gogebic	Carrilee Hoose	Doug Pung	LAMI
1a	Houghton	Carrilee Hoose	Doug Pung	LAMI
1a	Iron	Carrilee Hoose	Doug Pung	LAMI
1a	Keweenaw	Carrilee Hoose	Doug Pung	LAMI
1a	Ontonagon	Carrilee Hoose	Doug Pung	LAMI
1b	Alger	Carrilee Hoose	Doug Pung	LAMI
1b	Delta	Carrilee Hoose	Doug Pung	LAMI
1b	Dickinson	Carrilee Hoose	Doug Pung	LAMI
1b	Marquette	Carrilee Hoose	Doug Pung	LAMI
1b	Menominee	Carrilee Hoose	Doug Pung	LAMI
1b	Schoolcraft	Carrilee Hoose	Doug Pung	LAMI
1c	Chippewa	Carrilee Hoose	Doug Pung	FLMI
1c	Luce	Carrilee Hoose	Doug Pung	FLMI
1c	Mackinac	Carrilee Hoose	Doug Pung	FLMI
2	Antrim	Scott Strain	Doug Pung	GRMI
2	Benzie	Scott Strain	Doug Pung	GRMI
2	Charlevoix	Scott Strain	Doug Pung	GRMI
2	Emmet	Scott Strain	Doug Pung	GRMI
2	Grand Traverse	Scott Strain	Doug Pung	GRMI
2	Kalkaska	Scott Strain	Doug Pung	GRMI
2	Leelanau	Scott Strain	Doug Pung	GRMI
2	Manistee	Scott Strain	Doug Pung	GRMI
2	Missaukee	Scott Strain	Doug Pung	GRMI
2	Wexford	Scott Strain	Doug Pung	GRMI
3	Alcona	Carrilee Hoose	Doug Pung	FLMI
3	Alpena	Carrilee Hoose	Doug Pung	FLMI
3	Cheboygan	Carrilee Hoose	Doug Pung	FLMI
3	Crawford	Carrilee Hoose	Doug Pung	FLMI
3	Iosco	Carrilee Hoose	Doug Pung	FLMI
3	Montmorency	Carrilee Hoose	Doug Pung	FLMI
3	Ogemaw	Carrilee Hoose	Doug Pung	FLMI
3	Oscoda	Carrilee Hoose	Doug Pung	FLMI
3	Otsego	Carrilee Hoose	Doug Pung	FLMI
3	Presque Isle	Carrilee Hoose	Doug Pung	FLMI
3	Roscommon	Carrilee Hoose	Doug Pung	FLMI
4a	Lake	Scott Strain	Doug Pung	GRMI
4a	Mason	Scott Strain	Doug Pung	GRMI
4a	Mecosta	Scott Strain	Doug Pung	GRMI
4a	Newaygo	Scott Strain	Doug Pung	GRMI
4a	Oceana	Scott Strain	Doug Pung	GRMI
4a	Osceola	Scott Strain	Doug Pung	GRMI
4b	Allegan	Scott Strain	Doug Pung	GRMI

4b	Barry	Scott Strain	Doug Pung	GRMI
4b	Ionia	Scott Strain	Doug Pung	GRMI
4b	Kent	Scott Strain	Doug Pung	GRMI
4b	Montcalm	Scott Strain	Doug Pung	GRMI
4b	Muskegon	Scott Strain	Doug Pung	GRMI
4b	Ottawa	Scott Strain	Doug Pung	GRMI
5	Arenac	Carrilee Hoose	Doug Pung	FLMI
5	Bay	Carrilee Hoose	Doug Pung	FLMI
5	Clare	Carrilee Hoose	Doug Pung	FLMI
5	Gladwin	Carrilee Hoose	Doug Pung	FLMI
5	Gratiot	Carrilee Hoose	Doug Pung	LAMI
5	Isabella	Carrilee Hoose	Doug Pung	FLMI
5	Midland	Carrilee Hoose	Doug Pung	FLMI
5	Saginaw	Carrilee Hoose	Doug Pung	FLMI
6	Genesee	Carrilee Hoose	Doug Pung	FLMI
6	Huron	Carrilee Hoose	Doug Pung	FLMI
6	Lapeer	Carrilee Hoose	Doug Pung	FLMI
6	Sanilac	Carrilee Hoose	Doug Pung	FLMI
6	Shiawassee	Carrilee Hoose	Doug Pung	FLMI
6	St. Clair	Carrilee Hoose	Doug Pung	BEMI
6	Tuscola	Carrilee Hoose	Doug Pung	FLMI
7	Clinton	Carrilee Hoose	Doug Pung	LAMI
7	Eaton	Carrilee Hoose	Doug Pung	LAMI
7	Ingham	Carrilee Hoose	Doug Pung	LAMI
8	Berrien	Scott Strain	Doug Pung	SBIN
8	Branch	Scott Strain	Doug Pung	LAMI
8	Calhoun	Scott Strain	Doug Pung	LAMI
8	Cass	Scott Strain	Doug Pung	LAIN
8	Kalamazoo	Scott Strain	Doug Pung	GRMI
8	St. Joseph	Scott Strain	Doug Pung	SBIN
8	Van Buren	Scott Strain	Doug Pung	GRMI
9	Hillsdale	Carrilee Hoose	Doug Pung	LAMI
9	Jackson	Carrilee Hoose	Doug Pung	LAMI
9	Lenawee	Cynthia Oliver	Doug Pung	BEMI
9	Livingston	Cynthia Oliver	Doug Pung	BEMI
9	Monroe	Cynthia Oliver	Doug Pung	BEMI
9	Washtenaw	Cynthia Oliver	Doug Pung	BEMI
10	Macomb	Cynthia Oliver	Doug Pung	BEMI
10	Oakland	Cynthia Oliver	Doug Pung	BEMI
10	Wayne	Cynthia Oliver	Doug Pung	BEMI
4a	Lake	Scott Strain	Doug Pung	GRMI
4a	Mason	Scott Strain	Doug Pung	GRMI
4a	Mecosta	Scott Strain	Doug Pung	GRMI
4a	Newaygo	Scott Strain	Doug Pung	GRMI
4a	Oceana	Scott Strain	Doug Pung	GRMI
4a	Osceola	Scott Strain	Doug Pung	GRMI
4b	Allegan	Scott Strain	Doug Pung	GRMI
4b	Barry	Scott Strain	Doug Pung	GRMI
4b	Ionia	Scott Strain	Doug Pung	GRMI
4b	Kent	Scott Strain	Doug Pung	GRMI
4b	Montcalm	Scott Strain	Doug Pung	GRMI
4b	Muskegon	Scott Strain	Doug Pung	GRMI
4b	Ottawa	Scott Strain	Doug Pung	GRMI