

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

**CHANGE NOTICE NO. 21**  
 to  
**CONTRACT NO. 071B7200163**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
J & B Medical Supply Inc. 50496 West Pontiac Trail Wixom, MI 48393	Julian Shaya	jshaya@jandbmedical.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 896-6205	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Sue Cieciva	(517) 284-7007	cieciwas@michigan.gov
BUYER	DTMB	Sue Cieciva	(517) 284-7007	cieciwas@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Medical Supplies - Statewide</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 1, 2007	February 28, 2008	Four One-Year Options	September 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
.5% - 10 Days .35% - 15 Days .25% - 20 Days .1% - 30 Days	Delivered	3 Business Days ARO	Wixom, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
<b>No Minimum Order Requirement</b>			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		July 1, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$20,481,004.51		

**This Contract is hereby CANCELLED, effective July 1, 2014 and replaced with J & B Medical Supply Co., Inc. Contract No. 071B4300126.**

**Per DTMB, Procurement and vendor agreement.**

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

**CHANGE NOTICE NO. 20**  
 to  
**CONTRACT NO. 071B7200163**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
J & B Medical Supply Inc. 50496 West Pontiac Trail Wixom, MI 48393	Julian Shaya	jshaya@jandbmedical.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 896-6205	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Sue Cieciva	(517) 284-7007	ciecivas@michigan.gov
BUYER	DTMB	Sue Cieciva	(517) 284-7007	ciecivas@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Medical Supplies - Statewide</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 1, 2007	February 28, 2008	Four One-Year Options	April 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
.5% - 10 Days .35% - 15 Days .25% - 20 Days .1% - 30 Days	Delivered	3 Business Days ARO	Wixom, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
<b>No Minimum Order Requirement</b>			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5 Months	September 30, 2014
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$2,000,000.00			\$20,481,004.51	

Effective April 22, 2014, this Contract is extended five months from April 30, 2014 to September 30, 2014. In addition, this Contract is hereby INCREASED by \$2,000,000.00.

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

Per DTMB, Procurement request dated March 31, 2014, vendor agreement by email dated March 31, 2014 and State Administrative Board approval on April 22, 2014.

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

December 30, 2013

**CHANGE NOTICE NO. 19**  
 to  
**CONTRACT NO. 071B7200163**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
J & B Medical Supply Inc. 50496 West Pontiac Trail Wixom, MI 48393	Julian Shaya	jshaya@jandbmedical.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 896-6205	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	William C. Walsh	(517) 373-6535	walshw@michigan.gov
BUYER	DTMB	William C. Walsh	(517) 373-6535	walshw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Medical Supplies - Statewide</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 1, 2007	February 28, 2008	Four One-Year Options	December 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
.5% - 10 Days .35% - 15 Days .25% - 20 Days .1% - 30 Days	Delivered	3 Business Days ARO	Wixom, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
No Minimum Order Requirement			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4 Months	April 30, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$3,000,000.00		\$18,481,004.51		

Effective December 17, 2013, this contract is increased by \$3,000,000.00 and extended to April 30, 2014. All other terms, conditions, pricing and notifications remain the same. Per DTMB Procurement and State Administrative Board approval on December 17, 2013.

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

**CHANGE NOTICE NO. 18**  
 to  
**CONTRACT NO. 071B7200163**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
J & B Medical Supply Inc. 50496 West Pontiac Trail Wixom, MI 48393	Julian Shaya	jshaya@jandbmedical.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 896-6205	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	William C. Walsh	(517) 373-6535	walshw@michigan.gov
BUYER	DTMB	William C. Walsh	(517) 373-6535	walshw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Medical Supplies - Statewide</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 1, 2007	February 28, 2008	Four One-Year Options	December 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
.5% - 10 Days .35% - 15 Days .25% - 20 Days .1% - 30 Days	Delivered	3 Business Days ARO	Wixom, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
<b>No Minimum Order Requirement</b>			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
<b>\$1,175,000.00</b>			<b>\$15,481,004.51</b>	

Effective October 22, 2013, this Contract is hereby INCREASED by \$1,175,000.00.

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

Per DTMB, Procurement request and State Administrative Board approval on October 22, 2013.

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

**CHANGE NOTICE NO. 17**  
 to  
**CONTRACT NO. 071B7200163**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
J & B Medical Supply Inc. 50496 West Pontiac Trail Wixom, MI 48393	Julian Shaya	jshaya@jandbmedical.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 896-6205	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	William C. Walsh	(517) 373-6535	walshw@michigan.gov
BUYER	DTMB	William C. Walsh	(517) 373-6535	walshw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Medical Supplies - Statewide</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 1, 2007	February 28, 2008	Four One-Year Options	December 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
.5% - 10 Days .35% - 15 Days .25% - 20 Days .1% - 30 Days	Delivered	3 Business Days ARO	Wixom, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
No Minimum Order Requirement			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$124,000.00		\$14,306,004.51		

Effective October 17, 2013, this Contract is hereby INCREASED by \$124,000.00. In addition, the buyer on this Contract is hereby CHANGED to:

William Walsh  
 Phone: (517) 373-6535  
 Email: walshw@michigan.gov

All other terms, conditions, specifications and pricing remain unchanged. Per DTMB, Procurement approval.

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

**CHANGE NOTICE NO. 16**  
 to  
**CONTRACT NO. 071B7200163**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
J & B Medical Supply Inc. 50496 West Pontiac Trail Wixom, MI 48393	Julian Shaya	jshaya@jandbmedical.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 896-6205	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Sue Ciecwiwa	(517) 373-0301	ciecwiwas@michigan.gov
BUYER	DTMB	Sue Ciecwiwa	(517) 373-0301	ciecwiwas@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Medical Supplies - Statewide</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 1, 2007	February 28, 2008	Four One-Year Options	June 30, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
.5% - 10 Days .35% - 15 Days .25% - 20 Days .1% - 30 Days	Delivered	3 Business Days ARO	Wixom, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
No Minimum Order Requirement			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Six Months	December 31, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,000,000.00		\$14,182,004.51		

Effective June 18, 2013, this Contract is hereby EXTENDED six months to December 31, 2013. In addition, this Contract is hereby INCREASED by \$1,000,000.00.

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

Per DTMB, Procurement request dated May 31, 2013, vendor agreement by email dated May 31, 2013, and State Administrative Board approval on June 18, 2013.

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

December 28, 2012

**CHANGE NOTICE NO. 15**  
 to  
**CONTRACT NO. 071B7200163**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
J & B Medical Supply Inc. 50496 West Pontiac Trail Wixom, MI 48393	Julian Shaya	jshaya@jandbmedical.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 896-6205	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Sue Cieciva	517-373-0301	ciecivas@michigan.gov
BUYER	DTMB	Sue Cieciva	517-373-0301	ciecivas@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Medical Supplies - Statewide</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 1, 2007	February 28, 2010	4, one year	December 31, 2012
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
.5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	Delivered	3 Business Days ARO	Wixom, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
No Minimum Requirements			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	6 months	June 30, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,000,000.00		\$13,182,004.51		
Effective December 18, 2012, this contract is hereby INCREASED by \$1,000,000.00 and is extended six months to June 30, 2013. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, the approval of DTMB Procurement and the approval of the State Administrative Board on December 18, 2012.				

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

September 14, 2012

**CHANGE NOTICE NO. 14**  
 to  
**CONTRACT NO. 071B7200163**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>	<b>Julian Shaya</b>	<a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	<b>(248) 896-6205</b>	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	<b>DTMB</b>	<b>Sue Cieciva</b>	<b>(517) 373-0301</b>	<a href="mailto:ciecivas@michigan.gov">ciecivas@michigan.gov</a>
BUYER:	<b>DTMB</b>	<b>Sue Cieciva</b>	<b>(517) 373-0301</b>	<a href="mailto:ciecivas@michigan.gov">ciecivas@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Medical Supplies - Statewide</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
<b>March 1, 2007</b>	<b>February 28, 2010</b>	<b>4, 1 Yr. Options</b>	<b>June 30, 2012</b>
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
<b>.5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days</b>	<b>Delivered</b>	<b>3 Business Days ARO</b>	<b>Wixom, MI</b>
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
<b>No Minimum Order Requirement</b>			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE: <b>December 31, 2012</b>
<b>Effective immediately, this contract is hereby EXTENDED six months to December 31, 2012 and INCREASED by \$2,000,000.00.</b>		
<b>All other terms, conditions, pricing and notifications remain the same.</b>		
<b>Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on August 4, 2012</b>		
VALUE/COST OF CHANGE NOTICE:	<b>\$2,000,000.00</b>	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	<b>\$12,182,004.51</b>	

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

June 19, 2012

**CHANGE NOTICE NO. 13**

to

**CONTRACT NO. 071B7200163**

between

**THE STATE OF MICHIGAN**

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>	Julian Shaya	<a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 896-6205	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Sue Cieciva	(517) 373-0301	<a href="mailto:ciecivas@michigan.gov">ciecivas@michigan.gov</a>
BUYER:	DTMB	Sue Cieciva	(517) 373-0301	<a href="mailto:ciecivas@michigan.gov">ciecivas@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Medical Supplies - Statewide</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
March 1, 2007	February 28, 2010		June 30, 2012
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
.5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	Delivered	3 Business Days ARO	Wixom, MI
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
No Minimum Order Requirement			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE: June 19, 2012	NEW EXPIRATION DATE: September 30, 2012
Effective immediately, this contract is hereby EXTENDED to September 30, 2012 and INCREASED by \$500,000.00. All other terms, conditions, pricing and notifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on June 19, 2012		
VALUE/COST OF CHANGE NOTICE:	\$500,000.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$10,182,004.51	

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET January 17, 2012  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 12**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@iandbmedical.com">jshaya@iandbmedical.com</a>		TELEPHONE Julian Shaya <b>(248) 896-6205</b>
Contract Administrator: Sue Cieciva (517) 373-0301 <b>Medical Supplies - Statewide</b>		VENDOR NUMBER/MAIL CODE
CONTRACT PERIOD: From: <b>March 1, 2007</b> To: <b>June 30, 2012</b>		BUYER (517) 373-0301 <b>Sue Cieciva</b>
TERMS <b>.5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days</b>	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
ALTERNATE PAYMENT OPTIONS: <input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH THE MIDEAL PROGRAM [www.michigan.gov/mideal](http://www.michigan.gov/mideal) .**

**NATURE OF CHANGE(S):**

**Effective immediately, this Contract is hereby EXTENDED four months to June 30, 2012.**

**In addition, this Contract is INCREASED by \$1,500,000.00.**

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

**AUTHORITY/REASON:**

**Per DTMB, Procurement request dated December 19, 2011, vendor agreement by email dated December 19, 2011 and State Administrative Board approval on January 17, 2012.**

**INCREASE: \$1,500,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$9,682,004.51**

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 19, 2011  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 11**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>	TELEPHONE Julian Shaya <b>(248) 896-6205</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Sue Cieciva (517) 373-0301 <b>Medical Supplies - Statewide</b>	
CONTRACT PERIOD: From: <b>March 1, 2007</b> To: <b>February 28, 2012</b>	
TERMS <b>.5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days</b>	SHIPMENT <b>3 Business Days ARO</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>
ALTERNATE PAYMENT OPTIONS: <input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH THE MIDEAL PROGRAM [www.michigan.gov/mideal](http://www.michigan.gov/mideal) .**

**NATURE OF CHANGE(S):**

**Effective immediately, this Contract is hereby INCREASED by \$100,000.00.**

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

**AUTHORITY/REASON:**

**Per agency request dated December 16, 2011 and DTMB, Procurement approval.**

**INCREASE: \$100,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$8,182,004.51**

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 29, 2011  
PROCUREMENT  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 10**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@iandbmedical.com">jshaya@iandbmedical.com</a>		TELEPHONE Julian Shaya <b>(248) 896-6205</b>
Contract Administrator: Sue Cieciva (517) 373-0301 <b>Medical Supplies - Statewide</b>		VENDOR NUMBER/MAIL CODE
CONTRACT PERIOD: From: <b>March 1, 2007</b> To: <b>February 28, 2012</b>		BUYER (517) 373-0301 <b>Sue Cieciva</b>
TERMS <b>.5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days</b>	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
ALTERNATE PAYMENT OPTIONS: <input checked="" type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH THE MIDEAL PROGRAM [www.michigan.gov/mideal](http://www.michigan.gov/mideal) .**

**NATURE OF CHANGE(S):**

**Effective immediately, the option to use the P-card for payment has been added to this Contract.**

**Section 1.402 Payment Terms (c) is hereby ADDED to this Contract:**

**As an alternative payment method, Contractor will accept payment using the State's procurement card. Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.**

**Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.**

**The Contractor shall contact the Department of Technology, Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, shall be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.**

**Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.**

**The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall advise the Department of Technology, Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor shall provide a time line for corrective action.**

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

**AUTHORITY/REASON:**

**Per agency request by email dated November 9, 2011, vendor agreement by email dated November 28, 2011, and DTMB, Procurement approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,082,004.51**

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 16, 2010  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 9**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@iandbmedical.com">jshaya@iandbmedical.com</a>		TELEPHONE Julian Shaya <b>(248) 896-6205</b>
Contract Administrator: Sue Cieciva (517) 373-0301 <b>Medical Supplies - Statewide</b>		VENDOR NUMBER/MAIL CODE
CONTRACT PERIOD: From: <b>March 1, 2007</b> To: <b>February 28, 2012</b>		BUYER (517) 373-0301 <b>Sue Cieciva</b>
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

**Effective immediately, the last option year available on this Contract is exercised, therefore the contract expiration date is hereby changed to February 28, 2012.**

**This Contract is hereby INCREASED by \$2,900,000.00.**

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

**INCREASE AMOUNT: \$2,900,000.00**

**AUTHORITY/REASON:**

**Per DTMB, Purchasing Operations request by letter dated October 18, 2010, vendor agreement by letter dated October 18, 2010, and State Administrative Board approval on November 16, 2010.**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$8,082,004.51**

**071B7200163  
Change Notice No. 9  
Signature Block**

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**FOR THE VENDOR:**

**J & B Medical Supply Inc.**

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

**FOR THE STATE:**

Signature

**Anthony DesChenes, Director**

Name/Title

**Commodities Division, Purchasing  
Operations**

Division

Date

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET      September 27, 2010  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 8**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 896-6205</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Sue Cieciva (517) 373-0301 <b>Medical Supplies - Statewide</b>		
CONTRACT PERIOD:                      From: <b>March 1, 2007</b>		To: <b>February 28, 2011</b>
TERMS <b>.5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days</b>	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective immediately, the vendor mail code is changed to 005. The vendor address is now:

**J & B Medical Supply, Inc.**  
**50496 West Pontiac Trail**  
**Wixom, MI 48393.**

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

**AUTHORITY/REASON:**

Per vendor request by email dated September 23, 2010.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$5,182,004.51**

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

June 1, 2010

**CHANGE NOTICE NO. 7**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 896-6205</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Sue Cieciva (517) 373-0301 <b>Medical Supplies - Statewide</b>		
CONTRACT PERIOD: From: <b>March 1, 2007</b>		To: <b>February 28, 2011</b>
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective immediately, the following items are hereby ADDED to this contract:

<u>Item #</u>	<u>Product Description</u>	<u>Manufacturer/Brand</u>	<u>SKU</u>	<u>Cost/Each*</u>
439	Disposable Undergarment – Small Brief 38”Hip	Forever Fresh	10171	\$.73
440	Disposable Undergarment – Medium Brief 42” Hip	Forever Fresh	10172	\$.73
441	Disposable Undergarment – Large Brief 46” Hip	Forever Fresh	10173	\$.73
442	Disposable Undergarment – X-Large Brief 50” Hip	Forever Fresh	10174	\$.73
443	Disposable Undergarment – 2X-Large Brief 60” Hip	Forever Fresh	10175	\$.81
444	Disposable Undergarment – 3X-Large Brief 70” Hip	Forever Fresh	10176	\$.81
445	Disposable Undergarment – XSmall Bikini 34” Hip	Forever Fresh	827740	\$.73
446	Disposable Undergarment – Small Bikini 38” Hip	Forever Fresh	827741	\$.73
447	Disposable Undergarment – Medium Bikini 42” Hip	Forever Fresh	827742	\$.73
448	Disposable Undergarment – Large Bikini 46” Hip	Forever Fresh	827743	\$.73
449	Disposable Undergarment – X-Large Bikini 46” Hip	Forever Fresh	827744	\$.73

\*Unit Cost is per each, pack size is 100 each per box.

A revised Item Listing/Pricing Page (11 pgs.) is attached. All other terms, conditions, specifications and pricing remain unchanged.

**Contract No. 071B7200163**  
**Change Notice No. 7**  
**Page 2**

**AUTHORITY/REASON:**

**Per vendor proposal dated November 2, 2009 and DTMB, Purchasing Operations approval.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$5,182,004.51**

J & B Medical Supply Company, Inc.  
 Contract No. 071B7200163 - Change Notice No. 7  
 Medical Supplies  
 Item Listing/Pricing Page

Line No.	Product Description	Unit of Measure (UOM)	Quantity Per UOM	Est. Annual Quantity	Manufacturer	SKU	Unit Cost Eff. 3/2/10
1	EXM GLV NTRL LF PF 9.5 LG	BX	150	21,747	Kimberly Clark	55088	\$8.47
3	EXM GLV NTRL LF PF 9.5 MD	BX	150	15,622	Kimberly Clark	55087	\$8.47
9	GARDS MAXIPAD REGULAR	CS	360	2,396	Hospital Specialty Co. 10	00310	\$22.15
10	THERASENSE STRIP NFR	BX	100	926	Abbott Diabetes	42001	\$54.78
12	BARIATRIC BED, FULL-ELECTRIC, 600 LB CAPACITY	EA	1	24	Drive Medical	15300	\$1,238.29
18	EXM GLV NTRL LF PF 9.5 XL	BX	150	6,482	Kimberly Clark	55089	\$7.90
20	EXM GLV NTRL LF PF 9.5 SM	BX	150	2,999	Kimberly Clark	55086	\$8.47
22	DERMAKLEEN SOAP, W/ TRICLOSAN 800ML	EA	1	4,200	Dermarite	0090BB	\$2.93
25	MESH LARGE PROLENE PRE-SHAPED 2.4x5.4IN KEYHOLE	BX	6	23	Ethicon	PMLK	\$707.25
32	FLEXIFLO EASY FD GRVTY	CS	30	162	COVIDIEN HEALTHCARE	8884703904	\$51.26
33	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	521	COVIDIEN HEALTHCARE	1605	\$35.42
35	GENTLE RAIN SHMP/SKN CLEAN 4OZ	CS	36	343	Coloplast Corp	1701	\$36.36
37	MEDICINE CUP, 1 OZ. POLY	TB	100	22,034	Dynarex	4252	\$0.59
38	GLUCOMETER ELITE TST STRP	EA	50	301	Bayer Corp (Diagnostic)	3873	\$30.96
43	LS VIAL ADAPTER W/CLAVE	CS	50	77	Hospira Worldwide	1200701	\$138.52
46	TB SFTY 1CC SYR/NDL 28GX0.5IN	BX	100	450	COVIDIEN HEALTHCARE	8881511201	\$23.25
47	SYRINGE 60CC CATH TIP ST	BX	20	1,097	COVIDIEN HEALTHCARE	8881560141	\$7.76
48	CLOUD 9 ABSORBENT FLOORMAT	EA	1	46	Smith & Nephew Endoscopy	7209461	\$208.78
50	INS 1CC SYR/NDL 28GX0.5IN	BX	100	1,306	COVIDIEN HEALTHCARE	8881501210	\$7.87
51	PREMIUM ADULT WIPES, 9X13	CS	600	300	Elite-Med	EM77000	\$17.52
53	SHR 511136 INS SFTY .5CSYR/NDL 29X.5	BX	100	355	COVIDIEN HEALTHCARE	8881511136	\$23.25
54	ELECTROTHERAPY STMLTR SPECTRUM II TENS UNIT W/CASE	EA	1	69	ESSENTIAL MEDICAL	S1000	\$69.79
58	3-N-1 CLEANSING FOAM 8 OZ.	EA	1	1,428	DERMARITE	00190	\$3.56
59	THERASENSE LANCETS FREESTYLE LANCING DVC	BX	100	220	ONE PHARMACEUTICAL	MPA550	\$1.85
60	GAUZE SPONGE 4X4" 12PLY STL 25X2'S PEEL BACK PACK	BX	50	2,915	COVIDIEN HEALTHCARE	3033	\$2.89
64	SODIUM CHLORIDE 0.9% 100ML	CS	64	56	B.BRAUN	S8004-5264	\$87.99
65	FIBERSOURCE 183120 LACTOSE FREE 1.5L	CS	6	200	Nestle Nutrition	183120	\$28.60
67	TUBERCULIN 26G X .5	BX	100	1,000	EXEL	26043	\$7.87
70	URETHRAL CATHETER 14FR VINYL 2 EYES STERILE	CS	30	54	Coloplast Corp	414	\$22.83
71	EXAM GLOVES, P/F, VINYL, LRG, PWD, 100/BOX	BX	100	1,861	INNOVATIVE HEALTHCARE/ABCO CORP.	119300	\$2.89
72	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	1,159	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.93
73	RAINDROP NEBULIZER ADLT MSK 7FT	CS	50	56	SUNRISE MEDICAL	4650D-621	\$67.95
77	ACCK COM CRV STRP HOSP	BX	50	168	Roche Diagnostics Corp	2030365	\$33.42
78	ULTRACLAVE STERILIZER M9 AUTO CHMBR 9X15IN	EA	1	2	Midmark Corp	M9022	\$3,253.14
81	MALE ADAPT CLAVE PRT LL	CS	100	30	Hospira Worldwide	1195601	\$138.00
84	TENDERCLOUD MATTRESS	CS	4	52	Graham-Field Health Products	AQTC8035	\$91.14
87	ALCOHOL PREP PAD, MED.	BX	200	3,616	COVIDIEN HEALTHCARE	5150	\$1.42
89	ELECT THRM PROBE CVR LF	BX	250	683	FIRST MEDICAL	492113K	\$7.03
91	DISTILLED WATER, GALLON	EA	1	6,420	MAGNETIC SPRING WATER	1000006	\$0.89
95	ACCUCK COMFORT CRV STR	BX	50	138	Roche Diagnostics Corp	2030373	\$35.15
98	TRACH CARE TRAY	CS	20	206	AMSINO	AS860	\$20.51
99	GAUZE SPONGE 4" X 4" 16-PLY NS	BG	200	1,200	COVIDIEN HEALTHCARE	441216	\$2.96
100	ATTENDS BRIEF 10 MEDIUM	CS	96	159	Paper-Pak Products	24885	Deleted
104	ADULT FOLDING WALKER DUAL RELEASE 3IN FIXED WHEELS	CS	4	9	DRIVE MEDICAL	10206-2	\$137.47
110	CAN SYS SEP2 W TUB 1200CC	CS	48	35	Bemis Health Care	485410	\$151.43
111	FACIAL TISSUE, 2-PLY, FLAT DISPENSER BOX	BX	100	4,901	KIMBERLY-CLARK	21340	\$0.74

112	D DERM CGF EX THIN 2X4	BX	20	83	Convatec	187900	\$60.82
114	SECONDARY IV SET 32"W/CONV PIERCING PIN	CS	48	62	Hospira Worldwide	1195348	\$57.60
116	TRACH NECKBAND ADULT	BX	20	146	Pepper Medical	301	\$32.37
119	URETH CATH TRAY 14F VINYL STERILE W/LF GLOVES	CS	20	72	Coloplast Corp	UT8140	\$39.83
120	LS SET VENT 100" 2CLAVE	CS	48	13	Hospira Worldwide	1196278	\$249.23
122	THERMOMETER PROBE COVER	BX	200	431	Welch Allyn	05074800	\$10.91
123	SECURA FLIP TOP TUBE PROTECTIVE OINT 2.47OZ	EA	1	2,376	FOUGERA	3504	\$1.53
127	ATTENDS BRIEF 8 (MED. 32"-44")	CS	96	156	PAPER PAK	BR0820	Deleted - See #390
129	5LPM O2 CONCENTRATOR	EA	1	5	Invacare	IRC5LX02	\$661.12
130	20G X 1" MULTI-DRAW NEEDLE	CS	1000	30	EXEL	26501	\$69.21
132	EXAM GLOVES, P/F, VINYL, SM., 100/BOX	BX	100	665	INNOVATIVE HEALTHCARE/ABCO CORP.	161100	\$2.93
134	BARRIER SKIN STOMAHEISIVE 4X4IN W/1.75IN FLNG OSTMY WF	BX	10	100	Convatec	125259	\$41.09
135	URINE DRAINAGE BG W/SPOUT ANTI-REFLUX CHMBR	BX	20	495	Coloplast Corp	MENUB0500	\$2.51
136	SOFCARE HEELCARE BOOT	EA	1	184	Gaymar Industries	HCB2001	\$21.83
137	SAFETY SYR/NDL 3CC 23GX1	BX	100	224	COVIDIEN HEALTHCARE	8881533338	\$18.73
138	TRACH INNER CANNULA SZ6	BX	10	90	Mallinckrodt Anesht Products	6DIC	\$38.30
139	UNISTIK 2 LANCET	BX	100	216	VITALCARE	MPA550	\$2.37
141	FRESHMINT CLEAR GEL TOOTHPASTE 2.75 OZ.	EA	1	3,132	NEW WORLD	CG275	\$0.50
145	ALIFE DRN PCH 12"	BX	10	121	Convatec	022771	\$31.36
151	EXAM GLOVE, NITRILE, P/F, MED, 100/BOX	BX	100	512	INNOVATIVE HEALTHCARE/ABCO CORP.	158200	\$5.09
152	GAUZE SPONGE 2"X2" 8-PLY STRL 2'S	BX	100	1,418	COVIDIEN HEALTHCARE	441211	\$0.99
153	ISAGEL HAND SANIT WIPES 2.5ML	BX	300	81	Coloplast Corp	1676	\$46.35
157	EUCERIN CREME JAR 16OZ	EA	1	310	IVAX PHARMACEUTICALS	507945	\$8.24
160	DRAINAGE BAG URINE 2000ML	CS	20	43	MENTOR	UB0450	Deleted
162	CENTRAL LINE DRESS CHNG KT	CS	20	39	Medical Action Industries	262413	\$81.33
163	EXAM GLOVES, P/F, VINYL, LG., 100/BOX	BX	100	531	INNOVATIVE HEALTHCARE/ABCO CORP.	161300	\$2.93
165	DEXTROSE INJ 5% 150ML	CS	64	22	B.BRAUN	S5104-5264	\$87.99
166	METAMUCIL ORIG TXTR ORNG LAX 19OZ	EA	48	356	Amerisource Inc. Stock	2475242	\$5.45
167	MICROPORE SURGICAL TAPE 1"	BX	12	500	3M	1530-1	\$6.59
168	TRANQUILITY XL+ BARIATRIC BRIEF 64-84IN	CS	32	56	Principle Business Ent	2190	\$57.46
169	SURESTEP TEST STRIPS 2X25 BOTTLE	BX	50	76	Lifescan	10359	\$33.06
170	WINGS CHOICE BRIEF LARGE	CS	72	110	COVIDIEN HEALTHCARE	60044	\$26.24
171	TRANSPORE SURGICAL TAPE 1"	BX	12	275	3M	1527-1	\$11.43
174	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	700	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$2.99
176	DISP. BATH MAT	CS	500	82	SPRINGPRINT	SL-25100J&B	\$44.03
178	ELECTROSURGICAL PENCIL, PUSH BUTTON DISP.	CS	50	8	AARON MEDICAL	ESP1	\$188.73
179	20" STANDARD WHEELCHAIR	EA	1	9	DRIVE MEDICAL	C320FBD	\$166.60
180	INDICATOR BIO ATTEST STEAM VACUUM ASSIST	BX	100	20	3M Medical Products	1262	\$147.71
182	SFIT CLOSE END PCH 2 1/4	BX	30	74	GENAIREX	400214	\$36.20
186	FRESHSCENT SHAVE CREAM 11 OZ.	EA	1	3,144	NEW WORLD	ASC11	\$0.92
187	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	69	COVIDIEN HEALTHCARE	1605	\$35.42
189	0.9% SODIUM CHLORIDE 500ML FOR IRRIGATION	CS	16	74	B.BRAUN	R5201-01	\$19.83
192	SURECARE PROT BRIEFS XLG TEAR-AWAY SIDES	CS	56	70	COVIDIEN HEALTHCARE	1625	\$35.15
195	SECURECARE PROTECTIVE UNDERWEAR (LARGE 44"-54")	CS	72	1,815	COVIDIEN HEALTHCARE	1615	\$35.42
197	TUMS ANTACID TABLETS ASSORTED FLAVOR	EA	150	730	IVAX PHARMACEUTICALS	113920	\$2.21
198	ADHESIVE DERMABOND TOP SKIN 0.5ML GHG VSCSTY	BX	12	9	Ethicon	DHV12	\$310.46
200	PERIGUARD BARRIER OINT. 4 OZ.	EA	1	1,060	DERMARITE	204	\$1.89
202	NUTRITION RESOURCE 9,2G PACKETARGINAID CHERRY	CS	56	66	Nestle Nutrition	35984000	\$40.19
207	ATTEST BIOLOGICAL INDICATOR	BX	25	17	3M	1276	\$165.65
209	0.9% SODIUM CHLORIDE 1000ML FOR INJ.	BX	12	171	B.BRAUN	L8000	\$15.18
210	ACCESS EX TBL EMERALD	EA	1	2	The Brewer Company	500005	\$1,233.05
211	ACCESS EXAM TABLE 57.3X28X32 AZURE BLUE	EA	1	2	The Brewer Company	500007	\$1,233.05
215	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	404	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.93
216	STOMAHEISIVE PASTE 2OZ	EA	1	299	GENAIREX	200000	\$6.71

218	3CC 21G X 1"	BX	50	55	COVIDIEN HEALTHCARE	8881833110	\$13.48
219	T-PUMP FOR TP K-PADS	EA	1	7	Gaymar Industries	TP500	\$351.55
220	VITAMIN A&D 5G OINTMENT FOILPK	BX	144	253	FOUGERA	03545	\$8.81
221	TENS ELECTRODE 2.25X2.5IN SELF-ADHERING	BG	40	156	Uni-Patch	634/40	\$16.95
222	500ML STERILE WATER FOR IRRIGATION	CS	16	71	B.BRAUN	R5001-01	\$23.98
224	PREMIUM ADULT WIPES, 9X13	CS	600	76	Elite-Med	EM77000	\$17.52
227	0.9% SODIUM CHLORIDE 500ML FOR IRRIGATION	CS	16	116	B.BRAUN	R5201-01	\$18.63
229	EAKIN COHESIVE SEAL 2"	BX	20	28	Convatec	839002	\$83.01
231	URINARY 28OZ LARGE LEG BAG W/STRAPS 18IN TUBING	BX	1	41	Coloplast Corp	9007	\$3.83
234	SUTURE 2-0 ETHIBOND MO-6 GREEN BRAIDED 8-18 IN 45C	BX	12	8	Ethicon	CX46D	\$334.23
235	STAYFREE SUPER MAXIPADS 12X24 W/ADHESIVE STRIP	BG	24	531	Amerisource Inc. Stock	3967619	\$4.04
236	POLIGRIP DENTURE ADHESIVE CREAM 1.4OZ	EA	1	883	DONOVAN	DA2	\$2.47
240	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	500	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$2.99
241	TLC HOSPITAL BATH 8OZ	CS	48	54	DONOVAN	MS08	\$26.24
243	9.2G PACKETARGINAID ORANGE	CS	56	53	Nestle Nutrition	35983000	\$41.09
244	EXAM GLOVE, NITRILE, P/F, SM, 100/BOX	BX	100	312	INNOVATIVE HEALTHCARE	158100	\$5.09
245	INSULIN SAFETY 1/2CC 29G X .5"	BX	100	63	COVIDIEN HEALTHCARE	8881511136	\$24.29
246	SINGLE PORT MANIFOLD	BX	20	7	Stryker Instruments	0700-015-000	\$316.92
247	BABY POWDER CORNSTARCH 4OZ	CS	48	59	DONOVAN	BP35	\$26.19
248	3/4 OZ. SOUFFLE CUP	CS	5000	68	DYNAREX	4242	\$28.86
249	POLYSKIN TRANSPARENT ADH DRESSING 6" X 8"	BX	10	71	COVIDIEN HEALTHCARE	6642	\$22.09
250	KANGAROO ENTERAL FEEDING PUMP	CS	30	26	COVIDIEN HEALTHCARE	8884702005	\$76.08
251	NITRILE EXAM GLOVES - X-SMALL	BX	250		KIMBERLY CLARK	52816	\$13.51
252	NITRILE EXAM GLOVES - SMALL	BX	250		KIMBERLY CLARK	52817	\$13.51
253	NITRILE EXAM GLOVES - MEDIUM	BX	250		KIMBERLY CLARK	52818	\$13.51
254	NITRILE EXAM GLOVES - LARGE	BX	250		KIMBERLY CLARK	52819	\$13.51
255	NITRILE EXAM GLOVES - X-LARGE	BX	250		KIMBERLY CLARK	52820	\$13.51

**Total Estimated Contract Value: \$884,804.51**

**No. of Items: 124**

J & B Medical Supply Company, Inc.

Additional Items - Added 3/2/10

Contract No. 071B7200163 - Change Notice No. 7

Medical Supplies

Item Listing/Pricing Page

Line No.	Product Description	Unit of Measure (UOM)	Quantity Per UOM	Est. Annual Quantity	Manufacturer	SKU	Unit Cost Eff. 3/2/10
2	BRIEF WINGS HL 3D LARGE	CS	72	3,050	COVIDIEN HEALTHCARE	63064	\$29.14
7	BRIEF WINGS HL 3D MEDIUM	CS	96	1,932	COVIDIEN HEALTHCARE	63063	\$26.11
17	STRIP TEST ASSURE III-BLOOD GLUCOSE TEST STRIPS	BX	50	1,890	Hypoguard Incorporated	555050	\$13.17
19	KENGUARD PLUS UNDERPAD	CS	60	925	COVIDIEN HEALTHCARE	7159	\$23.49
21	ENSURE HOMEMADE MILKSHAKE 8OZ VANILLA PLASTIC BOTTL	CS	24	1,127	Abbott Nutrition	58297	\$14.72
24	AQUACEL WND DRESS 4X4"	BX	10	267	Convatec	177902	\$39.11
27	ENSURE CHOCOLATE 8OZ PLASTIC BOTTLE	CS	24	831	Abbott Nutrition	58293	\$14.72
30	COMBIDERM DRESSING 5.25X5.25IN ACD SQUARE STERILE	BX	10	191	Convatec	187725	\$38.01
39	GLOVE EXAM LARGE LATEX-POWDER FREE NONSTERILE	BX	100	5,102	Supermaxx	98228	\$3.51
41	EXAM GLOVE NS LAT PF MEDIUM	BX	100	4,298	Supermaxx	98227	\$3.51
42	BRIEF WINGS ULTRA LARGE 3D HL	CS	72	235	COVIDIEN HEALTHCARE	63074	\$32.51
44	AQUACEL AG WND DRS.75X18	BX	5	126	Convatec	403771	\$61.09
49	AQUACEL AG WOUND DRS 4X4	BX	10	63	Convatec	403765	\$107.80
55	ONE-STEP LANCET NEEDLE 21G GRAY 1.8MM DEPTH 10-20UL	BX	100	1,149	Surgilance	SLN200	\$11.95
61	APRIL FRESH SKIN LIQ NON-MEDICATED LOTION 2OZ	CS	96	392	Chester Labs	000602	\$21.43
62	SPOT CHECK MONITOR	EA	1	5	Welch Allyn	42NTBE1	\$1,624.30
63	COMBI-DERM ACD 6X10"	BX	5	138	Convatec	651029	\$31.15
66	BIOHAZARD SPILL UNIV CLEAN UP PRECAUTION KIT	EA	1	270	Medtrol	QC119	\$22.63
68	SHARPSTAR TRANS RED 5QT.	CS	20	82	COVIDIEN HEALTHCARE	8506SA	\$84.00
69	VAN PT SYR 1CC TB 25GX0.625IN	BX	100	151	Retractable Technolo Inc.	10151	\$41.50
74	LYOFOAM A DRESS 4"X4"	BX	10	51	Convatec	410609	\$44.15
79	SCHICK DISPOSABLE RAZOR	CS	360	84	Schick Wilkinson Sword	00123	\$62.21
82	SHEER BANDAID 1X3"	BX	100	3,285	Nutramax	99992	\$1.15
83	MEDICINE CUP 3OZ GRAD	CS	5000	64	Xpedx/Zellerbach	2083248	\$104.43
85	SOF CARE II BED CUSHION	CS	6	28	Gaymar Industries	SC460	\$194.39
88	AQUACEL WND DRESS .75X18	BX	5	144	Convatec	177904	\$25.79
92	GAUZE SPNG NS 4X4 12PLY	BG	200	1,231	COVIDIEN HEALTHCARE	441215	\$2.34
93	SHARPS CONTAIN CLR 3GAL	CS	10	72	COVIDIEN HEALTHCARE	8536SA	\$79.63
94	SLIPPER PILLOW PAW TERRY XLG TAN ADLT	CS	48	106	Principle Business Ent	1097	\$39.54
96	UNDERPAD LRG N/WOVEN STD	CS	150	209	COVIDIEN HEALTHCARE	7174	\$21.80
101	TENA CLASSIC PLS BRIEF LG 48-59IN	CS	72	208	SCA Incontinence Care	67813	\$25.80
106	EXAM GLOVE NS LAT PF SMALL	BX	100	1,433	Supermaxx	98226	\$3.51
107	SAFETY SYRINGE ONLY 12CC	BX	50	306	COVIDIEN HEALTHCARE	8881522000	\$20.16
109	LYOFOAM A DRESS 2"X2"	BX	10	47	Convatec	603020	Deleted
115	WINGED COLLECT SET 23X.75"	BX	50	111	Becton-Dickinson	367283	\$39.96
118	TRANSPARENT CUP PLASTIC 5OZ	TB	100	4,505	TPC Food Service	DA5N25	\$1.15
124	TUBIGRIP BNDG 3" SZ D 33FT ROLL	BX	1	104	Convatec	1437	\$39.51
126	ABDOMINAL PAD 8"X10" ST	CS	216	89	COVIDIEN HEALTHCARE	9194A	\$65.89
131	METREX MX1510 VIONEX SKIN WIPES 5X7IN ANTIMICROBIAL	BX	50	358	Metrex Inc	10-1510	\$6.35
133	ELAS BND AID KNUCKL 1.5X3	BX	100	1,105	Nutramax	99949	\$2.70
140	SURE TEMP PLS THRM ORAL	EA	1	18	Welch Allyn	01690200	\$196.00
144	TUBIGRIP BNDG 3.5" SZ E 33FT ROLL	BX	1	77	MOLNLYCKE	1483	\$45.81
147	TRPL ANTIBI OINT 1/32OZ	BX	144	374	Swift First-Aid	231209G	\$10.05
150	WHLCHR TRACER EX2 20X16IN ADLT	EA	1	20	Invacare	TREX20RT93 HA	\$127.50

154	ENSURE STRAWBERRY-8OZ PLASTIC BOTTLE	CS	24	204	Abbott Nutrition	58295	\$14.72
155	IV CATH W/NDL GRD 22GX1IN	BX	50	31	Medex Inc	3060	\$88.50
158	AQUACEL WND DRESS 6X6"	BX	5	51	Convatec	177903	\$43.11
173	BED SHEET STRETCHER T/P WHT 58X96IN	CS	25	224	Avalon	EM361	\$15.87
175	FLEXIFLO EASY-FD BG W/SET	CS	30	40	Abbott Nutrition	52048	\$67.11
181	COVER GOWN BLUE XLARGE	CS	100	40	Kimberly Clark	69987	\$157.58
183	CURITY UNDERPAD XTRA HVY BLUEFLUFF NONWVN 23X36IN	CS	75	134	COVIDIEN HEALTHCARE	7193	\$19.97
184	BEFRESH MTHWASH N-ALC 4OZ	CS	60	213	Chester Labs	000413	\$12.58
193	COVER GOWN YELLOW XLARGE	CS	100	38	Kimberly Clark	69988	\$152.92
194	MEDICINE CUP GRADUATED UNBRKBL PLASTIC CUP 1OZ	TB	100	4,407	Dynarex	4258	\$0.68
196	STRETCH GAUZE 4" 4.1 YD	BG	12	1,030	COVIDIEN HEALTHCARE	441502	\$1.39
201	TYMPANIC THERM PROBE CVR	BX	105	448	COVIDIEN HEALTHCARE	8884810055	\$6.32
203	GAUZE SPNG NS 2X2 12PLY	BG	200	1,871	COVIDIEN HEALTHCARE	441218	\$0.72
204	FLUIDSHIELD FACE MASK	BX	25	123	Kimberly Clark	47147	\$19.79
205	FLUSHABLE TAMPAX TAMPONS SUPER PLUS	BX	20	680	Amerisource Inc. Stock	1056209	\$3.00
206	XEROFLO DRESS ST 5X9IN	BX	12	114	COVIDIEN HEALTHCARE	8884437100	\$24.24
208	OPSITE DRESSING 5.5X4IN TRANSPARENT ADHESIVE	BX	10	188	Smith & Nephew Wound	4963	\$14.71
212	SFIT FLEX FL 5X5 2 3/4	BX	10	63	Convatec	125261	\$17.69
223	ALCOHOL PREP PAD MEDIUM	BX	200	1,573	COVIDIEN HEALTHCARE	5150	\$1.33
226	LEGBAND/CATH TUBE HLDR ADLT	BX	10	62	Dale Medical Products	316	\$34.59
228	FISTULA&WND PCH 6.9X4.3"	BX	10	15	Convatec	839212	\$112.11
230	BRIEF WINGS SUPREME LARGE ADULT 45-58IN BLUE	CS	72	52	COVIDIEN HEALTHCARE	9502	\$42.52
232	NUTRITION GLUCERNA 8OZ LIQ READY TO USE VANILLA	CS	24	80	Abbott Nutrition	54328	\$25.89
239	TRACER WHEELCHAIR 18X16 ADULT	EA	1	7	Invacare	TREX2WD86 A28BH161228 4244BKT93H A	\$161.48

**Total Estimated Contract Value Additional Items:**

**\$497,980.75**

**No. of Items:**

**67**

J & B Medical Supply Company, Inc.

Additional Items (Previous Cost Plus Items) - Added 3/2/10

Contract No. 071B7200163 - Change Notice No. 7

Medical Supplies

Item Listing/Pricing Page

Line No.	Product Description	Unit of Measure (UOM)	Quantity Per UOM	Est. Annual Quantity	Manufacturer	SKU	Unit Cost Eff. 3/2/10
256	DRESSING ACRYLIC ABSORBENT 5.6X6 1/4IN CLEAR TEGADERM	BX	5	114	3M MEDICAL/SURGICAL/SKIN PRDTS	90803	\$33.79
257	DRESSING ACRYLIC ABSORBENT 4.4X5IN CLEAR TEGADERM	BX	5	160	3M MEDICAL/SURGICAL/SKIN PRDTS	90801	\$19.47
258	BARRIER FILM NO-STING WIPE 1MLSTERILE ALCOHOL FREE CAVILON	BX	25	255	3M MEDICAL/SURGICAL/SKIN PRDTS	3344	\$12.21
259	DRESSING ACRYLIC ABSORBENT 3X3 3/4IN CLEAR TEGADERM	CS	30	34	3M MEDICAL/SURGICAL/SKIN PRDTS	90800	\$73.86
260	DRESSING TEGADERM MATRIX 4X5INW/PHI TECHNOLOGY NONADHERENT	CS	40	10	3M MEDICAL/SURGICAL/SKIN PRDTS	90571	\$174.61
261	NUTRITION ENSURE PLUS 8OZ RTU VANILLA BOTTLES	CS	24	1788	ABBOTT NUTRITION	58303	\$17.94
262	ENSURE PLUS BOTTLE VANILLA 32OZ	CS	24	1997	ABBOTT NUTRITION	58251	\$19.35
263	NUTRITION ENSURE PLUS 8OZ RTU CHOCOLATE BOTTLES	CS	24	1100	ABBOTT NUTRITION	58299	\$17.94
264	NUTRITION ENSURE PLUS 8OZ STRAWBERRY RTU BOTTLES	CS	24	750	ABBOTT NUTRITION	58301	\$17.94
265	NUTRITION JUVEN ORANGE PACKET THERAPEUTIC DRINK MIX	CS	30	162	ABBOTT NUTRITION	58012	\$68.88
266	SET FEEDING EASY FEED ENTERAL BAG W/PREATTACHED GRAVITY FEED	CS	30	96	ABBOTT NUTRITION	00056	\$77.14
267	NUTRITION JEVITY PLUS 1500ML	CS	6	140	ABBOTT NUTRITION	53114	\$39.65
268	NUTRITION ENSURE 4OZ CUP PUDDING VANILLA COMPLETE	CS	48	201	ABBOTT NUTRITION	54844	\$29.01
269	NUTRITION ENSURE 4OZ CUP PUDDING BUTTERSCOTCH COMPLETE	CS	48	200	ABBOTT NUTRITION	54848	\$29.01
270	NUTRITION ENSURE 4OZ CUP PUDDING CHOCOLATE SUPREME	CS	48	200	ABBOTT NUTRITION	54846	\$29.01
271	NUTRITION JUVEN GRAPE PACKET THERAPEUTIC DRINK MIX	CS	30	94	ABBOTT NUTRITION	58011	\$68.88
272	NUTRITION ENSURE 8OZ CAN VANILLA HIGH PROTEIN	CS	24	235	ABBOTT NUTRITION	52100	\$15.94
273	NUTRITION ENSURE PLUS 8OZ CAN READY TO USE VANILLA	CS	24	120	ABBOTT NUTRITION	50464	\$15.94
274	ADHESIVE TISSUE SKIN TOPICAL .5ML PLASTIC VIAL HISTOACRYL	BX	10	9	AESCLAP,INC.	TS1050044	\$270.77
275	GLOVE UTILITY XLARGE LATEX PF NITRILE NONSTERILE FLOCK LINED	BX	24	264	ANSELL HEALTHCARE	5789018	\$12.78
276	STRIP TEST ASSURE PRO BLOOD GLUCOSE TEST STRIPS 50CT	BX	50	6519	ARKRAY USA,INC.	460050	\$12.35
277	STRIP TEST ASSURE 4 50CT BLOOD GLUCOSE TEST STRIPS	BX	50	1680	ARKRAY USA,INC.	560050	\$11.24
278	LANCET ASSURE LANCE 28G SAFETY2MM DEPTH LOW FLOW RETRACTABLE	BX	200	52	ARKRAY USA,INC.	980228	\$15.10
279	BRIEFS ATTENDS BREATHABLE LARGE 45-58IN	BG	24	598	ATTENDS HEALTHCRE PRODUCTS,INC	BRB30	\$8.90
280	BRIEF PROTECTIVE LARGE 44-54INATTENDS PULLUPS ELASTIC WAIST	CS	72	132	ATTENDS HEALTHCRE PRODUCTS,INC	AP0730	\$30.64
281	BRIEFS PULL UPS XLARGE 59IN UPATTENDS PULL-ONS	CS	56	92	ATTENDS HEALTHCRE PRODUCTS,INC	AP0740	\$30.64

282	BAG DRAIN URINE 2000ML STERILEANTI-REFLUX CHAMBER	EA	1	164	BARD MEDICAL	154002	\$3.98
282	ALTERNATE	EA	1		COLOPLAST	MENUB0500	\$1.48
283	TRAY FOLEY 16FR	EA	1	370	BARD MEDICAL	899616	\$10.42
283	ALTERNATE	EA	1		COLOPLAST	MENUT8163	\$7.25
284	SOLUTION SODIUM CHLORIDE 9% IRRIGATION 250ML IN PLASTIC	CS	24	116	BAXTER HEALTHCARE CORPORATION	2F7122	\$25.25
285	SYRINGE NEEDLE 1CC 29GX1/2IN INSULIN SAFETY GLIDE STERILE	BX	100	82	BECTON-DICKINSON AND COMPANY	305930	\$32.77
286	SYRINGE NEEDLE 1CC 29GX1/2IN U-100 ULTRA FINE SAFETY - LOK	BX	100	90	BECTON-DICKINSON AND COMPANY	329464	\$19.97
287	CONTAINER SHARPS 5.4QT CLEAR	EA	1	660	BECTON-DICKINSON AND COMPANY	305551	\$4.74
288	TRAY TRACH CARE STANDARD STERILE LATEX FREE	CS	20	89	BUSSE HOSPITAL DISPOSABLES	715	\$29.94
289	TOWEL DISPATCH DISINFECT WITH BLEACH	BX	150	560	CALTECH INDUSTRIES, INC.	69150	\$11.40
290	UNIT TENS INTELECT W/TIMER	EA	1	166	CHATTANOOGA GROUP	77600	\$45.25
291	BATTERY 9 VOLT NICAD RECHARGABLE	EA	1	266	CHATTANOOGA GROUP	77609	\$8.33
292	CLEANSER APRIL FRESH PERINEAL 1GALLON W/4 8OZ SPRAY BOTTLES	EA	1	166	CHESTER PACKAGING LLC	000528	\$9.55
292	ALTERNATE	GALLON	1		PRO-ADVANTAGE	P772128	\$6.85
293	CLEANSER BATH BODY 1 GAL NO RINSE BODY BATH	GALLON	1	144	DERMARITE	194	\$18.61
294	CLEANSER GENTLE RAIN 1000ML	CS	12	74	COLOPLAST CORPORATION	7234	\$49.41
295	DRESSING HYDROFIBER 8X12IN AQUACEL AG W/ IONIC SILVER	BX	5	95	CONVATEC	403711	\$189.89
296	DRESSING AQUACEL AG 2X2IN HYDROFIBER WITH IONIC SILVER	BX	10	50	CONVATEC	403706	\$63.10
297	DRESSING DUODERM CGF 6X6IN	BX	10	81	CONVATEC	187957	\$48.10
298	OINTMENT ALOE VESTA 2N1 2OZ PROTECTIVE MOISTURE BARRIER	EA	1	1224	CONVATEC	324913	\$1.95
299	DRESSING DUODERM 5 1/2X5 1/2IN SIGNAL HYDROCOLLOID	BX	5	118	CONVATEC	403327	\$42.20
301	POUCH DRAIN 2 3/4IN FLANGE OSTOMY SUR-FIT TRANSPARENT	BX	10	126	CONVATEC	401514	\$12.89
302	SYRINGE NEEDLE 1CC 29GX1/2IN SAFETY INSULIN	BX	100	1035	COVIDIEN/KENDALL HEALTHCARE	8881511110	\$23.18
303	ROLL GAUZE 4 1/2IN X 4.1YD 6 PLY LARGE STERILE 1'S KERLIX	EA	1	9300	COVIDIEN/KENDALL HEALTHCARE	6715	\$0.77
303	ALTERNATE	EA	1		COVIDIEN	441103	\$0.58
305	SPONGE VERSALON 4X4IN 4PLY 2'SSTERILE PEEL BACK	TY	50	1392	COVIDIEN/KENDALL HEALTHCARE	8044	\$1.73
305	ALTERNATE	PACK	50		COVIDIEN	441412	\$1.41
308	SPONGE KERLIX 6 X 6.75 SUPER STERILE 2'S	TY	40	289	COVIDIEN/KENDALL HEALTHCARE	2585	\$10.36
310	SYRINGE 60CC CATHETER TIP IRRIGATION STERILE	BX	20	326	COVIDIEN/KENDALL HEALTHCARE	8881560141	\$7.84
311	CONTAINER SHARPS 5QT IN-ROOM TRANSPARENT RED W/SHARPSTAR LID	EA	1	552	COVIDIEN/KENDALL HEALTHCARE	8507SA	\$3.88
312	ELECTRODE MEDITRACE FOAM MEDITRACE FOAM ELECTRODE	BG	50	280	COVIDIEN/KENDALL HEALTHCARE	22450	\$5.83
313	TRAY URETHRAL CATHETER 14FR VINYL CATH STERILE W/LF GLOVES	CS	20	34	COVIDIEN/KENDALL HEALTHCARE	8887600073	\$65.13
315	TAPE PAPER TENDERSKIN 1 IN X 10 YD HYPOALLERGENIC LIGHTWEIGHT	BX	12	255	COVIDIEN/KENDALL HEALTHCARE	1914C	\$6.12
315	ALTERNATE	BX	12		AMD-RITMED	A5110	\$4.18
316	SPONGE DRAIN SORB-IT 4 X 4 IN 6 PLY STERILE 2'S PEEL POUCH	TY	50	336	COVIDIEN/KENDALL HEALTHCARE	6242P	\$6.63
316	ALTERNATE	TRAY	50		COVIDIEN	441407	\$3.39
317	ELECTRODE Q-TRACE RESTING ECG TAB	BX	1000	36	COVIDIEN/KENDALL HEALTHCARE	31433538	\$32.93
318	CANNULA INNER SIZE 6 EXTENDED LENGTH FOR SHILEY TRACH TUBE	EA	1	520	COVIDIEN/MALLINCKRODT/NELLCOR	60XLTIN	\$6.00
319	CANNULA INNER SZ 8 DISPOSABLE	BX	10	55	COVIDIEN/MALLINCKRODT/NELLCOR	8DIC	\$34.87

320	GAUZE SPONGE 4X4 IN 8 PLY NONSTERILE BULK	BAG	200	774	COVIDIEN	441217	\$1.54
321	SOAP LOTION ANTIBACTERIAL 1 LITER CARTRIDGE GREEN SBS	CS	10X1LITER	95	DERMARITE	0092BB	\$30.23
322	SANITIZER HAND INSTANT FOAMING 1000 mL SAN-E-FOAM	CS	6	115	DERMARITE	00107F	\$56.50
323	SANITIZER HAND INSTANT FOAMING	CS	12	33	DERMARITE	108	\$46.16
324	BANDAGE ADHESIVE 2X4 1/2IN PLASTIC STERILE XLARGE	BX	50	702	DERMA SCIENCES,INC.	1070033	\$2.83
324	ALTERNATE	BX	50		PRO-ADVANTAGE	P150140	\$2.64
325	SCALE WHEELCHAIR	EA	1	1	DORAN SCALES,INC.	DS9100	\$1,070.20
326	GLOVE EXAM XLARGE LATEX POWDERFREE NONSTERILE IMCO	BX	100	930	SUPERMAXX	98229	\$3.57
328	CLEANSER BACTISTAT DC 540ML HANDWASH W/ 0.3% TRICLOSAN	EA	1	600	ECOLAB HEALTHCARE DIV.	61048722	\$5.58
329	DRESSING WOUND OVAL #5 5X3 1/2IN POLYMEM SHAPES	BX	15	58	FERRIS MANUFACTURING CORPORATN	8053	\$56.50
330	MATTRESS 33 X 74 X 3 1/2 IN VINYL W/PUMP SOFCARE OVERLAY	EA	1	35	GAYMAR INDUSTRIES,INC.	CF427	\$90.70
331	BOOT HEELCARE SOFCARE STATIC	EA	1	114	GAYMAR INDUSTRIES,INC.	HCB2001	\$22.94
332	MACHINE EKG ELECTROCARDIOGRAPHNON INVASIVE W/ LAN TO	EA	1	1	GE MEDICAL SYS INFO IT DYNAREX	MAC1600-AAXAAB-ABXXX	\$5,663.83
334	CUP MEDICINE PLASTIC 1 OZ GRADUATED POLYPROPYLENE COLLECTOR FECAL INCONTINENCE STANDARD CUT TO FIT BARRIER	SLEEVE	100	10654		4258	\$0.71
335	POUCH DRAIN OSTOMY 2 PIECE W/2 3/4 IN FLANGE TRANSPARENT	BX	10	35	HOLLISTER,INC.	9821	\$56.89
336	CATHETER EXTERNAL MALE MEDIUM 29MM EXTENDED WEAR	BX	10	109	HOLLISTER,INC.	3804	\$11.98
337	BARRIER SKIN FLEXWEAR FLAT W/ 2 3/4IN FLOATING FLANGE SET PRIMARY 15DROP/ML PIGGYBACLIFESHIELD CONVERTIBLE PIN	BX	30	104	HOLLISTER,INC.	9207	\$47.54
338	SET EXTENSION MICROBORE 36IN W/SLIDE CLAMP AND OPTION LOK	BX	5	78	HOLLISTER,INC.	3724	\$9.87
339	SET MICRON FILTER EXTENSION 15IN LIFE SHIELD	CS	48	181	HOSPIRA WORLDWIDE,INC.	1154058	\$119.71
340	WHEELCHAIR 22X18IN FRAME ADULTHEAVY DUTY TRACER IV	CS	50	24	HOSPIRA WORLDWIDE,INC.	646001	\$117.64
341	WHEELCHAIR 20X18IN FRAME ADULTHEAVY DUTY TRACER IV	CS	48	8	HOSPIRA WORLDWIDE,INC.	1141505	\$161.50
343	WHEELCHAIR 18X16IN FRAME SIZE ADULT TRACER FLIP BACK ARMS	EA	1	24	INVACARE CORPORATION	T4WD28HDA DULT28BH16 1	\$227.95
344	ALTERNATE	EA	1	18	INVACARE CORPORATION	T4WD08HDA DULT28BH16 1	\$227.95
345	WHEELCHAIR 24X18IN FRAME ADULTHEAVY DUTY TRACER IV	EA	1	14	DRIVE MEDICAL	STD29ECDAFA-SF	\$210.50
345	ALTERNATE	EA	1		INVACARE CORPORATION	TRSX5WD86 ADULT28FBBH	\$176.93
346	WHEELCHAIR 18X18IN FRAME ADULTHEAVY DUTY DESK LENGTH FIXED	EA	1	8	DRIVE MEDICAL	K31DFA-SF	\$146.98
347	WHEELCHAIR 18X18IN FRAME ADULTHEAVY DUTY TRACER IV	EA	1	7	INVACARE CORPORATION	T4WD88HDA DULT28BH16 1	\$227.95
347	WHEELCHAIR 24X18IN FRAME ADULTHEAVY DUTY TRACER IV	EA	1	7	INVACARE CORPORATION	T4WD2418H DADULT28BH 1	\$227.95
348	STRIP THERASENSE NFR FREESTYLE 2 VIALS/50	BX	100	148	INVACARE SUPPLY GROUP	12401	\$51.06
349	KIT INRATIO2 METER WITH 6 PACKOF STRIPS	EA	1	2	INVERNESS MEDICAL PROF DIAG	INR2-6PK	\$1,114.59

350	PADS TUCKS HYGIENIC CLEANSING HEMORRHOID RELIEF 100 PER JAR	JR	100	429	J&J CONSUMER/PFIZER	52-15020-00	\$5.44
356	STRIPS URINE TEST	BX	100	46	INVERNESS/PERMAXIM	2001	\$20.17
357	LANCET ONE TOUCH SURESOFT GENTLE 28G 1.88MM DEPTH	BX	200	69	LIFESCAN,INC.	021140	\$37.77
358	LANCETS ONE TOUCH SURE SOFT REGULAR 21G	BX	200	58	LIFESCAN,INC.	021139	\$37.77
359	URINAL DELUXE W/HANGING HANDLEW/ LID TRANSLUCENT	EA	1	5328	MEDICAL ACTION INDUSTRIES,INC.	H140D-01	\$0.52
360	LANCET ONE STEP NEEDLE 21G ORANGE 2.2MM DEPTH 20 TO 40UL	BX	100	469	MEDIPURPOSE	SLN240	\$12.07
361	CLEANSER WOUND 8OZ MICROKLENZ ANTISEPTIC 8OZ SPRAY BOTTLE	CS	6	23	MEDLINE INDUSTRIES,INC.	CRR108008	\$59.98
361	ALTERNATE	EA	1		DERMARITE	190	\$3.60
362	GLOVE EXAM MEDIUM NITRILE BLACK POWDER FREE NONSTERILE	BX	100	653	MICROFLEX MEDICAL CORPORATION	MK-296-M	\$7.95
362	ALTERNATE	BX	100		DYNAREX CORPORATION	2522	\$5.89
363	GLOVE EXAM LARGE NITRILE BLACK POWDER FREE NONSTERILE	BX	100	500	MICROFLEX MEDICAL CORPORATION	MK-296-L	\$7.95
363	ALTERNATE	BX	100		DYNAREX CORPORATION	2523	\$5.89
364	STERILIZER SPEEDCLAVE STEAM SELF CONTAINED M7	EA	1	1	MIDMARK CORPORATION	M7-022	\$1,840.00
365	BANDAGE TUBIGRIP 4INX33FT SIZE F COMPRESSION NATURAL	BX	1	235	MOLNLYCKE HEALTH CARE US,LLC	1438	\$45.45
366	NUTRITION RESOURCE 2.0 8OZ BRIKS VANILLA	CS	27	414	NESTLE HEALTHCARE NUTRITION	18010000	\$31.68
367	NUTRITION ISOSOURCE 1500ML SPIKE RIGHT	CS	6	88	NESTLE HEALTHCARE NUTRITION	18182000	\$48.15
368	NUTRITION PEPTAMEN W/PREBIO ULTRAPAK SPIKERIGHT 1500ML	CS	4	20	NESTLE HEALTHCARE NUTRITION	9871622805	\$120.50
369	NUTRITION FIBERSOURCE 1.5LITERCLOSED SYSTEM SPIKE STANDARD	CS	6	65	NESTLE HEALTHCARE NUTRITION	18522000	\$39.98
370	NUTRITION ISOSOURCE 250ML CAN 1.5 CALORIES VANILLA	CS	24	85	NESTLE HEALTHCARE NUTRITION	18150000	\$26.40
371	SET ENTERAL COMPAT DELIVERY SPIKED 1000ML W/ WATER BAG	CS	30	38	NESTLE NUTRITION	19940700	\$146.71
372	SET ENTERAL COMPAT DELIVERY 1000ML W/ FORMULA & WATER BAG	CS	30	11	NESTLE NUTRITION	19944700	\$189.70
373	CEDAPRIN TABLET 200MG IBUPROFIN 250 PACK OF 2	BX	500	494	NORTH SAFETY PRODUCTS	166185	\$15.11
374	AYPANAL TABLET 325MG ACETAMINOPHEN 250 PACK OF 2	BX	500	314	NORTH SAFETY PRODUCTS	161582	\$9.32
375	HISTOFREEZER APPLICATOR KIT 80ML CRYOGEB W/30 APPLICATORS	EA	1	38	ORASURE TECHNOLOGIES,INC.	H-30	\$149.22
376	WASHCLOTH ADULT HYGEA TUB NO RINSE HYPO ALLERGENIC	PACK	50	5287	ELITE-MED	EM77000	\$1.475
377	WIPES HAND ANTIMICROBIAL ALCOHOL GEL SANI-HANDS ALC	BX	135	509	PDI/HEALTHCARE DIV. NICE PAK	P13472	\$4.45
378	STRETCHER WIDE W/ 4IN MATTRESSREMOVABLE IV POLE	EA	1	1	PEDIGO PRODUCTS,INC. FRT	750-SPEC-WIDE	\$3,750.00
379	BATTERY LITHIUM MANGANESE DIOXIDE FR2 SERIES	EA	1	8	PHILIPS MEDICAL SYSTEMS	M3863A	\$246.93
380	LANCET FINGERSTIX GLUCOLET 2 AUTOMATIC LANCING	BX	200	92	BAYER HEALTHCARE	5965	\$29.25
380	ALTERNATE - ULTRA THIN 30G LANCET	BX	100		ONE PHARMACEUTICAL	MPA550	\$1.85
381	DEODORANT SURE AEROSOL 6OZ UNSCENTED	EA	1	792	INNOVATIVE BRANDS	0518779	\$3.77
382	ACETAMINOPHEN TABLETS 325MG UD100 325MGX100 ORAL	EA	100	394	PRESCRIPTION SUPPLY,INC.	0181248	\$0.70
384	MILK OF MAGNESIA 30ML 100X30MLUNIT DOSE LIQUID	CS	100	59	PRESCRIPTION SUPPLY,INC.	375394	\$24.51
385	INSTA-GLUCOSE LIQUID TUBE 31GM INSTANT GLUCOSE	BX	3	141	VALEANT PHARMACEUTICALS	0136796	\$13.98
386	BRIEF PULL UP XLARGE WAIST 48-66IN WEIGHT 210LB PLUS	CS	56	1164	PRINCIPLE BUSINESS ENT,INC.	2607	\$33.70
386	ALTERNATE	CS	56		FIRST QUALITY	PF-514	\$30.87

387	BRIEFS SELECT ADULT 45IN WAIST58IN HIP LARGE W/ TAPE	CS	72	1632	PRINCIPLE BUSINESS ENT,INC.	2634	\$28.29
387	ALTERNATE	CS	72		ATTENDS	BR30	\$24.70
388	BRIEFS SELECT ADULT 56IN WAIST64IN HIP XLARGE W/ TAPE	CS	64	1464	PRINCIPLE BUSINESS ENT,INC.	2635	\$28.29
388	ALTERNATE				ATTENDS	BR40	\$24.70
389	LINER INCONTINENT TRANQUILITY SLIMLINE FITTED LINER	CS	120	1035	PRINCIPLE BUSINESS ENT,INC.	2078	\$29.58
389	ALTERNATE	CS	120		PRINCIPLE BUSINESS ENT,INC.	PBE2150	\$29.85
390	BRIEFS SELECT ADULT 32IN WAIST44IN HIP MEDIUM W/ TAPE	CS	96	468	PRINCIPLE BUSINESS ENT,INC.	2624	\$28.29
390	ALTERNATE	CS	96		ATTENDS	BR20	\$27.74
392	BRIEFS SELECT ADULT LARGE 44-54IN HIPS/WAIST PULLUPS	CS	72	265	PRINCIPLE BUSINESS ENT,INC.	2606	\$33.70
392	ALTERNATE	CS	72		FIRST QUALITY	PF-513	\$30.87
393	BRIEFS SELECT ADULT MEDIUM 34-48IN HIPS/WAIST PULLUPS	CS	80	93	PRINCIPLE BUSINESS ENT,INC.	2605	\$33.70
393	ALTERNATE	CS	80		FIRST QUALITY	PF-512	\$30.87
394	SLIPPERS PILLOW PAW GRAY TERRY CLOTH DOUBLE PRINTED XXLARGE	CS	48	46	PRINCIPLE BUSINESS ENT,INC.	1098-001	\$43.70
395	MASK FACE FULL CPAP LARGE STANDARD ULTRA MIRAGE	EA	1	17	RESMED	60604	\$123.50
396	MASK FACE FULL CPAP MEDIUM STANDARD ULTRA MIRAGE	EA	1	16	RESMED	60602	\$123.50
397	SYRINGE NEEDLE 1CC 29GX1/2IN INSULIN VANISH POINT SAFETY	BX	100	1031	RETRACTABLE TECHNOLOGIES,INC.	10211	\$41.50
398	SYRINGE NEEDLE 3CC 23GX1IN SAFETY VANISH POINT	BX	100	60	RETRACTABLE TECHNOLOGIES,INC.	10311	\$36.25
399	SYRINGE NEEDLE 1CC 27GX1/2IN TUBERCULIN SAFETY VANISH POINT	BX	100	42	RETRACTABLE TECHNOLOGIES,INC.	10131	\$41.50
400	LANCET SAFE-T-PRO ACCUCHEK SINGLE USE 1 DEPTH PUNCTURE	BX	200	109	ROCHE DIAGNOSTICS CORPORATION	03136752001	\$36.76
401	STRIP ACTIVE TEST ACCUCHEK	BX	50	131	ARKRAY	760050	\$11.50
402	STRIP TEST ACCUTREND CHOLESTEROL	BX	50	50	ROCHE DIAGNOSTICS CORPORATION	05213312160	\$39.85
403	STRIPS TEST CHEMSTRIP 10 W/ SGREAGENT URINALYSIS	BX	100	35	ROCHE DIAGNOSTICS CORPORATION	417145	\$39.85
403	ALTERNATE	BX	100		INVERNESS/PERMAXIM	2001	\$20.17
404	CUSHION ROHO 20X18IN HI PROFILE DRY FLOTATION	EA	1	9	ROHO GROUP THE	1R1110C	\$310.89
405	CUSHION ROHO 18X18X4IN	EA	1	7	ROHO GROUP THE	1R1010C	\$310.89
406	CUSHION HI PROFILE 18X16IN DRY FLOTATION WHEELCHAIR	EA	1	7	ROHO GROUP THE	1R109C	\$310.89
407	CLEANSER COMFORT BATH WASHCLOTH FRAGRANCE FREE	CS	256	22	SAGE PRODUCTS,INC.	7911	\$108.00
408	GLOVES WHEELCHAIR XLARGE PARA PUSH	EA	2	103	SAMMONS-PRESTON	660003	\$16.67
409	GLOVE WHEELCHAIR LARGE PARA PUSH	EA	2	91	SAMMONS-PRESTON	660002	\$16.67
410	BRIEF TENA ADULT MEDIUM 34-47IN HIPS/WAIST CLASSIC	CS	96	67	SCA INCONTINENCE CARE	67713	\$27.15
411	APRON SMOKER WHITE UNIVERSAL SIZE FIREPROOF LAP AND CHEST	EA	1	66	SKIL-CARE CORPORATION	906010	\$28.43
412	DRESSING ALLEVYN HEEL WOUND STERILE	BG	5	63	SMITH & NEPHEW WOUND MGNT DIV.	66007630	\$54.82
413	CLEANSER DERMAL WOUND CARE 8OZ SPRAY BOTTLE	CS	12	36	SMITH & NEPHEW WOUND MGNT DIV.	59449200	\$94.40
414	DRESSING WOUND ADHESIVE 3X3IN WATERPROOF ALLEVYN DRESSING OPSITE 5 1/2X4IN FILMADHESIVE TRANSPARENT WATERPROO	BX	10	125	SMITH & NEPHEW WOUND MGNT DIV.	66020043	\$35.27
415	DRESSING WOUND ADHESIVE 3X3IN WATERPROOF ALLEVYN DRESSING OPSITE 5 1/2X4IN FILMADHESIVE TRANSPARENT WATERPROO	BX	50	33	SMITH & NEPHEW WOUND MGNT DIV.	4975	\$58.06
416	CREAM SECURA 3 1/4OZ EXTRA PROTECTIVE FLIP TOP TUBE	EA	1	312	SMITH & NEPHEW WOUND MGNT DIV.	59432400	\$6.81
417	SYRINGE NEEDLE 1CC 28G X 1/2IN PRO INSULIN SAFETY	BX	100	101	SMITHS MEDICAL ASD	4428-1	\$51.17

418	SUPPORT ARCH CUSHION SIZE 4 3/4LENGTH MEN 10/11 WOMEN 11	EA	2	619	SPENCO MEDICAL CORPORATION	44-123-04	\$6.40
419	SUPPORT ORTHOTIC ARCH SIZE 4 3/4 MEN 10/11 WOMEN 11/12	EA	2	284	SPENCO MEDICAL CORPORATION	43-158-04	\$11.56
420	INSOLE SLIP-IN SIZE 4 GREEN FITS MEN 10/11 WOMEN 11/12	EA	2	756	SPENCO MEDICAL CORPORATION	40-212-04	\$4.27
421	SUPPORT ARCH CUSHION SIZE 5 3/4LENGTH MEN 12/13	EA	2	438	SPENCO MEDICAL CORPORATION	44-123-05	\$6.40
422	SUPPORT ARCH CUSHION SIZE 3 3/4LENGTH MEN 8/9 WOMEN 9/10	EA	2	313	SPENCO MEDICAL CORPORATION	44-123-03	\$6.40
423	INSOLE SLIP-IN SIZE 5 GREEN FITS MEN 12/13	EA	2	421	SPENCO MEDICAL CORPORATION	40-212-05	\$4.27
424	INSOLE SLIP-IN SIZE 3 GREEN FITS MEN 8/9 WOMEN 9/10	EA	2	409	SPENCO MEDICAL CORPORATION	40-212-03	\$4.27
425	HUMIDIFIER PREFILLED 650ML W/STERILE WATER W/ADAPTER	CS	10	119	TELEFLEX MEDICAL,INC.	006-40	\$16.21
426	HUMIDIFIER PREFILLED 340ML AQUAPAK W/ STERILE WATER	EA	1	1120	TELEFLEX MEDICAL,INC.	003-40	\$1.51
427	NEBULIZER MICRO MIST W/ADULT MASK W/7FT TUBING	CS	50	26	TELEFLEX MEDICAL,INC.	1885	\$64.70
428	PAPER TABLE EXAM 21INX125FT WHITE CREPE IMCO	CS	12ROLLS	149	AVALON	EM57517	\$25.85
429	CUP PLASTIC 3 1/2OZ WHITE MULTIUSE RIBBED DESIGN	BG	100	1300	TIDI PRODUCTS,LLC	9241	\$2.25
429	ALTERNATE	CS	600		DIXIE	102550	\$8.86
430	CUP PLASTIC 5OZ BLUE MULTIUSE RIBBED DESIGN	CS	1000	92	TIDI PRODUCTS,LLC	9213	\$22.85
430	ALTERNATE	CS	450		DIXIE	950163	\$10.10
431	CUP MEDICINE 1OZ PLASTIC TRANSLUCENT GRADUATED SOLO	SLEEVE	100	111	DYNAREX	4258	\$0.74
432	CUP WAXED PAPER 3OZ	BAG	100	1380	TIDI PRODUCTS	9240	\$3.89
433	CUP WAXED PAPER 5OZ	BAG	100	1328	TIDI PRODUCTS	9226	\$3.89
434	CART MEDICATION W/ EXTERNAL NARCOTIC LOCK TWO TONE GRAY	EA	1	6	WATERLOO HEALTHCARE	MTK1-4B771/TTTTT	\$1,910.91
436	COVER PROBE THERMOSCAN PRO4000EAR THERMOMETER DISPOSABLE	PK	200	3857	WELCH ALLYN,INC.	05075-800	\$12.46
437	MONITOR VITAL SIGNS 300 W/NIBPPULSE OXIMETER SURETEMP PLUS	EA	1	1	WELCH ALLYN,INC.	53NT0-E1	\$2,823.67
438	PROBE ORAL W/9FT CORD FOR SPOT VITAL SIGNS MONITORS	EA	1	26	WELCH ALLYN,INC.	02678-100	\$82.00
439	DISPOSABLE UNDERGARMENT SMALL BRIEF 38" HIP	EA	1		FOREVER FRESH	10171	\$0.73
440	DISPOSABLE UNDERGARMENT MEDIUM BRIEF 42" HIP	EA	1		FOREVER FRESH	10172	\$0.73
441	DISPOSABLE UNDERGARMENT LARGE BRIEF 46" HIP	EA	1		FOREVER FRESH	10173	\$0.73
442	DISPOSABLE UNDERGARMENT X-LARGE BRIEF 50" HIP	EA	1		FOREVER FRESH	10174	\$0.73
443	DISPOSABLE UNDERGARMENT 2X-LARGE BRIEF 60" HIP	EA	1		FOREVER FRESH	10175	\$0.81
444	DISPOSABLE UNDERGARMENT 3X-LARGE BRIEF 70" HIP	EA	1		FOREVER FRESH	10176	\$0.81
445	DISPOSABLE UNDERGARMENT X-SMALL BIKINI 34" HIP	EA	1		FOREVER FRESH	827740	\$0.73
446	DISPOSABLE UNDERGARMENT SMALL BIKINI 38" HIP	EA	1		FOREVER FRESH	827741	\$0.73
447	DISPOSABLE UNDERGARMENT MEDIUM BIKINI 42" HIP	EA	1		FOREVER FRESH	827742	\$0.73
448	DISPOSABLE UNDERGARMENT LARGE BIKINI 46" HIP	EA	1		FOREVER FRESH	827743	\$0.73
449	DISPOSABLE UNDERGARMENT X-LARGE BIKINI 48" HIP	EA	1		FOREVER FRESH	827744	\$0.73

Total Estimated Contract Value Additional items:

\$993,260.70

No. of Items:

177

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 2, 2010

**CHANGE NOTICE NO. 6**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 896-6205</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Sue Cieciva (517) 373-0301 <b>Medical Supplies - Statewide</b>		
CONTRACT PERIOD: From: <b>March 1, 2007</b>		To: <b>February 28, 2011</b>
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**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, 2011 and INCREASED by \$2,900,000.00.**

**In addition, effective March 2, 2010 prices on initial contract items (127) are reduced by 1% and 234 additional items are also added to this contract.**

**Manufacturer changes, effective immediately:**

From	To	Line No.
Kendall	Covidien Healthcare	32, 33, 46, 47, 50, 53, 60, 87, 99, 137, 152, 170, 187, 192, 195, 218, 245, 249, 250
Invacare Supply Group	Abbott Diabetes	10
Mentor Corp.	Coloplast	70, 119, 135, 231
Innovative Heathcare/Abco Corp.	Elite-Med	51, 224

From	To	Line No.
Vitalcare	One Pharmaceutical	59 – price change from \$2.37/box to \$1.85/box 139 – price change from \$2.37/box to \$1.85/box, SKU change from 24-081028 to MPA550
Norvartis Nutrition Corp.	Nestle Nutrition	65, 202, 243
NDC/Abco Dealers Inc.	Fougera	220

**The following items are discontinued:**

Item #100 Attends Brief 10 Medium

Item #127 Attends Brief 8 (Med 32”-44”) is discontinued and replaced with #390 Briefs Select Adult 32in Waist 44 in Hip Medium w/tape.

Item #160 Drainage Bag Urine 2000ML

Item #109 Lyofoam A Dress 2”x2”

A revised Item Listing/Pricing Page (11 pages) is attached.

**Customer Service Contacts:** Phone: (800) 980-0047

Chris Respondek, Customer Service Representative (for Orders)

Beth Shollenberger, Account Sales Representative (for Product Information)

Section 1.402 Payment Terms is hereby corrected from .1% 10 Days to .1% 30 Days as specified on the Contract cover page.

In addition, effective immediately, if purchase orders are issued using American Reinvestment and Recovery Act (ARRA) funds, the following terms and conditions shall apply and are hereby ADDED to this Contract:

Article 6 – see page 3

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

**INCREASE AMOUNT: \$2,900,000.00**

**AUTHORITY/REASON:**

Per DMB, Purchasing Operations request by letter dated December 8, 2009, vendor agreement by letter dated December 9, 2009, vendor proposals dated November 4, 2009 and January 19, 2010 and State Administrative Board approval on March 2, 2010.

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$5,182,004.51**

**Article 6**

**SOLICITATION & AWARD TERMS FOR ASSISTANCE AGREEMENTS THAT INCLUDE FUNDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5**

6.001 Definitions .....4  
6.010 Reporting & Registration Requirements (Section 1512) .....4  
6.020 Buy American Requirement (Section 1605).....5  
6.030 Prevailing Wages .....8  
6.040 Inspection & Audit of Records .....8  
6.050 Whistle Blower Protection for Recipients of Funds .....8  
6.060 Funding of Programs .....8  
6.070 Fixed Price- Competitively Bid .....9  
6.080 Reserved .....9  
6.090 Publication .....9  
6.100 Reserved .....9  
6.110 Non- Discrimination .....9  
6.120 Prohibition on Use of Funds .....9  
6.130 False Claims Act.....9  
6.140 Reserved .....9  
6.150 Job Opportunity Posting Requirements .....9

## **6.001 Definitions**

### *Definitions:*

ARRA means the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

## **6.010 Reporting & Registration Requirements (Section 1512)**

These reporting requirements are a material obligation of the Contract. Contractor's failure to comply may be a material basis for termination under Section 2.150, Termination by the State.

On July 1, October 1, January 1, and April 1, Contractor must provide the following information to the State:

- (A) The name of the project or activity;
- (B) A description of the project or activity;
- (C) An evaluation of the completion status of the project or activity;
- (D) An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- (E) Detailed information on any subcontracts awarded by Contractor to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282), as prescribed by the Director of OMB as follows:

For all subcontracts that meet any of the following qualifications, Contractor must provide the total number and total monetary amount of subcontracts:

- (1) valued at less than \$25,000;
- (2) awarded to an individual; or
- (3) awarded to an entity other than an individual which had less than \$300,000 in gross income in the previous tax year.

For all other subcontracts, Contractor must provide:

- (1) Subcontractor identifying information:
  - (a) Subcontractor's nine digit Data Universal Numbering System (DUNS) number; or
  - (b) U.S. Central Contractor Registration plus 4 extended DUNS number.
- (2) Award number or other identifying number assigned by Contractor.
- (3) Subcontractor's Legal Name as registered in the U.S. Central Contractor Registry.
- (4) Subcontractor's location, including:
  - (a) Physical location as listed in the Central Contractor Registry; and
  - (b) United States Congressional District (format of MI-002 where the Michigan 2<sup>nd</sup> Congressional District is the location).
- (5) Subcontractor's entity type (choose one):
  - (a) State government
  - (b) County government
  - (c) City or Township government
  - (d) Regional organization
  - (e) Independent School District
  - (f) Public/State-controlled institution of higher education
  - (g) Federally recognized Indian/Native American Tribal government

- (h) Non-Federally recognized Indian/Native American Tribal government
  - (i) Indian/Native American Tribally designated organization
  - (j) Non-profit with 501(c)(3) IRS status (not institution of higher education)
  - (k) Non-profit without 501(c)(3) IRS status (not institution of higher education)
  - (l) Private institution of higher education
  - (m) Individual
  - (n) For-Profit organization (not small business)
  - (o) Small business
  - (p) Hispanic-serving institution
  - (q) Historically Black Colleges and Universities (HBCUs)
  - (r) Tribally Controlled Colleges and Universities (TCCUs)
  - (s) Alaska Native and Native Hawaiian serving institutions
  - (t) Non-domestic (non-US) entity
  - (u) Other
- (6) Cumulative amount of cash disbursed to subcontractor as of reporting period end date.
  - (7) Total amount of cash to be disbursed by the end of the subcontract.
  - (8) Date that the subcontract was awarded.
  - (9) Date that the subcontractor's contract is scheduled to be completed.
  - (10) Primary performance location.
  - (11) The names and Total Compensation of the 5 most highly compensated officers of the entity if the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, and the subcontractor in the preceding Federal fiscal year received:
    - (a) 80 percent of more of its annual gross revenues from Federal awards; and
    - (b) \$25,000,000 or more in annual gross revenues from Federal awards.

For the purposes of this provision, "Total Compensation" means the cash and non-cash dollar value earned by the executive during the subcontractor's past fiscal year, including the following:

- (a) Salary and bonus.
- (b) Awards of stock, stock options, stock appreciation rights. Use the dollar value used for financial statement reporting purposes with respect to the fiscal year.
- (c) Earnings for services under non-equity incentive plans. Do not include group life, health, hospitalization, medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (e) Above-market earnings on deferred compensation which are not qualified.
- (f) Other compensation, including severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.00.

#### **6.020 Buy American Requirement (Section 1605)**

##### Definitions as used in this section:

- (A) *Designated Country* means:
  - (1) a World Trade Organization Government Procurement Agreement country: Aruba, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia,

Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom; or  
(2) a Free Trade Agreement (FTA) country: Australia, Chile, and Singapore.

(B) *Designated Country Good* is iron, Steel, or a Manufactured Good (other than construction-grade steel, motor vehicles, and coal) that:

- (1) is wholly the growth, product or manufacture of a Designated Country; or
- (2) in the case of a Manufactured Good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated Country into a new and different Manufactured Good distinct from the materials from which it was transformed.

(C) *Domestic Good* is iron, Steel, or a Manufactured Good that:

- (1) is wholly the growth, product or manufacture of the United States; or
- (2) in the case of a Manufactured Good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different Manufactured Good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in Manufactured Goods or products, as long as the manufacture of goods occurs in the United States.

(D) *Federal Agency* means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA which finances the project described in this RFP.

(E) *Foreign Good* is iron, Steel, or a Manufactured Good that is not a Domestic or Designated Country Good.

(F) *Manufactured Good* means a good brought to the construction site for incorporation into the building or work that has been--

- (1) processed into a specific form and shape; or
- (2) combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(G) *Public Building* and *Public Work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(H) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(I) *United States* means the 50 States, the District of Columbia, and outlying areas.

#### I. Required use of Domestic Goods

(A) Under ARRA section 1605, only Domestic Goods will be used in the construction, alteration, maintenance, or repair of a Public Building or Public Work, unless an exception applies. This requirement does not apply to the Domestic Goods listed:

None

(B) A Contractor requesting a determination regarding the inapplicability of ARRA section 1605 must submit the request to the Federal Agency with adequate time to allow a determination. A Contractor must provide a copy of this request to the DMB Buyer. The Federal Agency is the sole entity authorized to make determinations regarding the inapplicability of ARRA section 1605.

(C) The Federal Agency may except other iron, Steel, or Manufactured Goods (other than construction-grade steel, motor vehicles, and coal) if it determines that:

- (1) the cost of Domestic Goods would be unreasonable. The cost of Domestic Goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (2) the iron, Steel, or Manufactured Good (other than construction-grade steel, motor vehicles, and coal) is not produced or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) the application of ARRA section 1605 would be inconsistent with the public interest.

(D) Regardless of the status of any determination request, any Contractor that requests to use non-Domestic Goods must include in its determination request:

- (1) a description of the iron, Steel, or Manufactured Goods;
- (2) unit of measure;
- (3) quantity;
- (4) cost;
- (5) time of delivery or availability;
- (6) location of the construction project;
- (7) name and address of the proposed supplier; and
- (8) a detailed justification of the reason for use of non-Domestic Goods.

(E) If the Contractor proposes the use of non-Domestic Goods, the Contractor must submit an alternate proposal based on the use of equivalent Domestic Goods. If an alternate proposal is submitted, the Contractor must submit a separate cost comparison table similar to the DOMESTIC AND NON-DOMESTIC GOODS COST COMPARISON table.

(F) A request based on the unreasonable cost of a Domestic Good must include a survey of suppliers and a completed cost comparison table listed below for each item. The Contractor must list the name, address, telephone number, e-mail address, and contact person for each supplier surveyed. The Contractor must also attach a copy of each supplier's response; if the response is oral, the Contractor must attach a summary. The Contractor may include other supporting information.

**DOMESTIC AND NON-DOMESTIC GOODS COST COMPARISON**

Description of Goods	Unit of measure	Quantity	Cost (dollars)*
Item 1: Domestic Goods..... non-Domestic Goods.....			
Item 2: Domestic Goods..... non-Domestic Goods.....			

*\*Include all delivery costs to the construction site.*

(G) If the Federal Agency denies an exception requested under ARRA section 1605, the State will pursue the Contractor's proposal based on the use of Domestic Goods.

(H) Any request under subsection (b) submitted must explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the contract was awarded. If the Contractor does not submit a satisfactory explanation, the Federal Agency does not need to make a determination.

(I) If the Federal Agency determines after the contract award that an exception to ARRA section 1605 or the Buy American Act applies, and the agency and the Contractor negotiate adequate consideration, the agency will modify the contract to allow use of the non-Domestic Goods. However, when the basis for the exception is the unreasonable cost of a Domestic Good, adequate consideration must not be less than the differential established in the DOMESTIC AND NON-DOMESTIC GOODS COST COMPARISON table.

(J) ARRA section 1605 does not apply to equipment or tools which are not incorporated into the building or work.

### **6.030 Prevailing Wages**

Under ARRA section 1606, wages paid to all laborers and mechanics employed by the Contractor and each subcontractor on projects funded in whole or in part with funds available under ARRA must not be less than prevailing wages on projects of a similar character in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>. This provision supersedes section 2.204, Wage Rate Requirements.

### **6.040 Inspection & Audit of Records**

In addition to the requirements of Article 2:

(A) Contractor must permit both the United States Comptroller General or its representative and the United States Inspector General or its representative to:

- (1) examine any records that directly pertain to, or involve transactions relating to, this contract; and
- (2) interview any officer or employee of the Contractor or any of its subcontractors, regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

(B) This provision must be included in all subcontracts.

(C) Failure to comply with subsection (a) or (b) is considered a material breach and may result in the termination of the Contract.

### **6.050 Whistle Blower Protection for Recipients of Funds**

Contractor must post notice of an employee's rights and remedies for whistleblower protections under ARRA section 1553. Contractor must include this section in all subcontracts.

### **6.060 Funding of Programs**

Under 2009 PA 7, Section 209, this Contract is supported with temporary federal funds made available by the ARRA. The programs supported with the temporary federal funds will not be continued with state financed appropriations once the temporary federal funds are expended.

**6.070 Fixed Price- Competitively Bid**

Contractor must, to the maximum extent possible, award subcontracts as fixed-price contracts through competitive bid procedures.

**6.080 Reserved**

**6.090 Publication**

Contractor must identify projects supported by the ARRA by including the appropriate emblems as the State may require.

**6.100 Reserved**

**6.110 Non- Discrimination**

In addition to the requirements of Article 2, Contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance.

**6.120 Prohibition on Use of Funds**

Funds paid to the Contractor must not be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**6.130 False Claims Act**

Contractor must promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. 3729, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving the ARRA.

**6.140 Reserved**

**6.150 Job Opportunity Posting Requirements**

Contractor shall post notice of job opportunities funded by this Contract in the Michigan Talent Bank, [www.michworks.org/mtb](http://www.michworks.org/mtb).

**J & B Medical Supply Company, Inc.**  
**Contract No. 071B7200163 - Change Notice No. 6**  
**Medical Supplies**  
**Item Listing/Pricing Page**

Line No.	Product Description	Unit of Measure (UOM)	Quantity Per UOM	Est. Annual Quantity	Manufacturer	SKU	Unit Cost Eff. 3/2/10
1	EXM GLV NTRL LF PF 9.5 LG	BX	150	21,747	Kimberly Clark	55088	\$8.47
3	EXM GLV NTRL LF PF 9.5 MD	BX	150	15,622	Kimberly Clark	55087	\$8.47
9	GARDS MAXIPAD REGULAR	CS	360	2,396	Hospital Specialty Co. 10	00310	\$22.15
10	THERASENSE STRIP NFR	BX	100	926	Abbott Diabetes	42001	\$54.78
12	BARIATRIC BED, FULL-ELECTRIC, 600 LB CAPACITY	EA	1	24	Drive Medical	15300	\$1,238.29
18	EXM GLV NTRL LF PF 9.5 XL	BX	150	6,482	Kimberly Clark	55089	\$7.90
20	EXM GLV NTRL LF PF 9.5 SM	BX	150	2,999	Kimberly Clark	55086	\$8.47
22	DERMAKLEEN SOAP, W/ TRICLOSAN 800ML	EA	1	4,200	Dermarite	0090BB	\$2.93
25	MESH LARGE PROLENE PRE-SHAPED 2.4x5.4IN KEYHOLE	BX	6	23	Ethicon	PMLK	\$707.25
32	FLEXIFLO EASY FD GRVTY	CS	30	162	COVIDIEN HEALTHCARE	8884703904	\$51.26
33	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	521	COVIDIEN HEALTHCARE	1605	\$35.42
35	GENTLE RAIN SHMP/SKN CLEAN 4OZ	CS	36	343	Coloplast Corp	1701	\$36.36
37	MEDICINE CUP, 1 OZ. POLY	TB	100	22,034	Dynarex	4252	\$0.59
38	GLUCOMETER ELITE TST STRP	EA	50	301	Bayer Corp (Diagnostic)	3873	\$30.96
43	LS VIAL ADAPTER W/CLAVE	CS	50	77	Hospira Worldwide	1200701	\$138.52
46	TB SFTY 1CC SYR/NDL 28GX0.5IN	BX	100	450	COVIDIEN HEALTHCARE	8881511201	\$23.25
47	SYRINGE 60CC CATH TIP ST	BX	20	1,097	COVIDIEN HEALTHCARE	8881560141	\$7.76
48	CLOUD 9 ABSORBENT FLOORMAT	EA	1	46	Smith & Nephew Endoscopy	7209461	\$208.78
50	INS 1CC SYR/NDL 28GX0.5IN	BX	100	1,306	COVIDIEN HEALTHCARE	8881501210	\$7.87
51	PREMIUM ADULT WIPES, 9X13	CS	600	300	Elite-Med	EM77000	\$17.52
53	SHR 511136 INS SFTY .5CSYR/NDL 29X.5	BX	100	355	COVIDIEN HEALTHCARE	8881511136	\$23.25
54	ELECTROTHERAPY STMLTR SPECTRUM II TENS UNIT W/CASE	EA	1	69	ESSENTIAL MEDICAL	S1000	\$69.79
58	3-N-1 CLEANSING FOAM 8 OZ.	EA	1	1,428	DERMARITE	00190	\$3.56
59	THERASENSE LANCETS FREESTYLE LANCING DVC	BX	100	220	ONE PHARMACEUTICAL	MPA550	\$1.85
60	GAUZE SPONGE 4X4" 12PLY STL 25X2'S PEEL BACK PACK	BX	50	2,915	COVIDIEN HEALTHCARE	3033	\$2.89
64	SODIUM CHLORIDE 0.9% 100ML	CS	64	56	B.BRAUN	S8004-5264	\$87.99
65	FIBERSOURCE 183120 LACTOSE FREE 1.5L	CS	6	200	Nestle Nutrition	183120	\$28.60
67	TUBERCULIN 26G X .5	BX	100	1,000	EXEL	26043	\$7.87
70	URETHRAL CATHETER 14FR VINYL 2 EYES STERILE	CS	30	54	Coloplast Corp	414	\$22.83
71	EXAM GLOVES, P/F, VINYL, LRG, PWD, 100/BOX	BX	100	1,861	INNOVATIVE HEALTHCARE/ABCO CORP.	119300	\$2.89
72	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	1,159	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.93
73	RAINDROP NEBULIZER ADLT MSK 7FT	CS	50	56	SUNRISE MEDICAL	4650D-621	\$67.95
77	ACCK COM CRV STRP HOSP	BX	50	168	Roche Diagnostics Corp	2030365	\$33.42
78	ULTRACLAVE STERILIZER M9 AUTO CHMBR 9X15IN	EA	1	2	Midmark Corp	M9022	\$3,253.14
81	MALE ADAPT CLAVE PRT LL	CS	100	30	Hospira Worldwide	1195601	\$138.00
84	TENDERCLOUD MATTRESS	CS	4	52	Graham-Field Health Products	AQTC8035	\$91.14
87	ALCOHOL PREP PAD, MED.	BX	200	3,616	COVIDIEN HEALTHCARE	5150	\$1.42
89	ELECT THRM PROBE CVR LF	BX	250	683	FIRST MEDICAL	492113K	\$7.03
91	DISTILLED WATER, GALLON	EA	1	6,420	MAGNETIC SPRING WATER	1000006	\$0.89
95	ACCUCK COMFORT CRV STR	BX	50	138	Roche Diagnostics Corp	2030373	\$35.15
98	TRACH CARE TRAY	CS	20	206	AMSINO	AS860	\$20.51
99	GAUZE SPONGE 4" X 4" 16-PLY NS	BG	200	1,200	COVIDIEN HEALTHCARE	441216	\$2.96
100	ATTENDS BRIEF 10 MEDIUM	CS	96	159	Paper-Pak Products	24885	Deleted
104	ADULT FOLDING WALKER DUAL RELEASE 3IN FIXED WHEELS	CS	4	9	DRIVE MEDICAL	10206-2	\$137.47
110	CAN SYS SEP2 W TUB 1200CC	CS	48	35	Bemis Health Care	485410	\$151.43
111	FACIAL TISSUE, 2-PLY, FLAT DISPENSER BOX	BX	100	4,901	KIMBERLY-CLARK	21340	\$0.74

112	D DERM CGF EX THIN 2X4	BX	20	83	Convatec	187900	\$60.82
114	SECONDARY IV SET 32"W/CONV PIERCING PIN	CS	48	62	Hospira Worldwide	1195348	\$57.60
116	TRACH NECKBAND ADULT	BX	20	146	Pepper Medical	301	\$32.37
119	URETH CATH TRAY 14F VINYL STERILE W/LF GLOVES	CS	20	72	Coloplast Corp	UT8140	\$39.83
120	LS SET VENT 100" 2CLAVE	CS	48	13	Hospira Worldwide	1196278	\$249.23
122	THERMOMETER PROBE COVER	BX	200	431	Welch Allyn	05074800	\$10.91
123	SECURA FLIP TOP TUBE PROTECTIVE OINT 2.47OZ	EA	1	2,376	FOUGERA	3504	\$1.53
127	ATTENDS BRIEF 8 (MED. 32"-44")	CS	96	156	PAPER PAK	BR0820	Deleted - See #390
129	5LPM O2 CONCENTRATOR	EA	1	5	Invacare	IRC5LX02	\$661.12
130	20G X 1" MULTI-DRAW NEEDLE	CS	1000	30	EXEL	26501	\$69.21
132	EXAM GLOVES, P/F, VINYL, SM., 100/BOX	BX	100	665	INNOVATIVE HEALTHCARE/ABCO CORP.	161100	\$2.93
134	BARRIER SKIN STOMAHESIVE 4X4IN W/1.75IN FLNG OSTMY WF	BX	10	100	Convatec	125259	\$41.09
135	URINE DRAINAGE BG W/SPOUT ANTI-REFLUX CHMBR	BX	20	495	Coloplast Corp	MENUB0500	\$2.51
136	SOFCARE HEELCARE BOOT	EA	1	184	Gaymar Industries	HCB2001	\$21.83
137	SAFETY SYR/NDL 3CC 23GX1	BX	100	224	COVIDIEN HEALTHCARE	8881533338	\$18.73
138	TRACH INNER CANNULA SZ6	BX	10	90	Mallinckrodt Anesht Products	6DIC	\$38.30
139	UNISTIK 2 LANCET	BX	100	216	VITALCARE	MPA550	\$2.37
141	FRESHMINT CLEAR GEL TOOTHPASTE 2.75 OZ.	EA	1	3,132	NEW WORLD	CG275	\$0.50
145	ALIFE DRN PCH 12"	BX	10	121	Convatec	022771	\$31.36
151	EXAM GLOVE, NITRILE, P/F, MED, 100/BOX	BX	100	512	INNOVATIVE HEALTHCARE/ABCO CORP.	158200	\$5.09
152	GAUZE SPONGE 2"X2" 8-PLY STRL 2'S	BX	100	1,418	COVIDIEN HEALTHCARE	441211	\$0.99
153	ISAGEL HAND SANIT WIPES 2.5ML	BX	300	81	Coloplast Corp	1676	\$46.35
157	EUCERIN CREME JAR 16OZ	EA	1	310	IVAX PHARMACEUTICALS	507945	\$8.24
160	DRAINAGE BAG URINE 2000ML	CS	20	43	MENTOR	UB0450	Deleted
162	CENTRAL LINE DRESS CHNG KT	CS	20	39	Medical Action Industries	262413	\$81.33
163	EXAM GLOVES, P/F, VINYL, LG., 100/BOX	BX	100	531	INNOVATIVE HEALTHCARE/ABCO CORP.	161300	\$2.93
165	DEXTROSE INJ 5% 150ML	CS	64	22	B.BRAUN	S5104-5264	\$87.99
166	METAMUCIL ORIG TXTR ORNG LAX 19OZ	EA	48	356	Amerisource Inc. Stock	2475242	\$5.45
167	MICROPORE SURGICAL TAPE 1"	BX	12	500	3M	1530-1	\$6.59
168	TRANQUILITY XL+ BARIATRIC BRIEF 64-84IN	CS	32	56	Principle Business Ent	2190	\$57.46
169	SURESTEP TEST STRIPS 2X25 BOTTLE	BX	50	76	Lifescan	10359	\$33.06
170	WINGS CHOICE BRIEF LARGE	CS	72	110	COVIDIEN HEALTHCARE	60044	\$26.24
171	TRANSPORE SURGICAL TAPE 1"	BX	12	275	3M	1527-1	\$11.43
174	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	700	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$2.99
176	DISP. BATH MAT	CS	500	82	SPRINGPRINT	SL-25100J&B	\$44.03
178	ELECTROSURGICAL PENCIL, PUSH BUTTON DISP.	CS	50	8	AARON MEDICAL	ESP1	\$188.73
179	20" STANDARD WHEELCHAIR	EA	1	9	DRIVE MEDICAL	C320FBD	\$166.60
180	INDICATOR BIO ATTEST STEAM VACUUM ASSIST	BX	100	20	3M Medical Products	1262	\$147.71
182	SFIT CLOSE END PCH 2 1/4	BX	30	74	GENAIREX	400214	\$36.20
186	FRESHSCENT SHAVE CREAM 11 OZ.	EA	1	3,144	NEW WORLD	ASC11	\$0.92
187	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	69	COVIDIEN HEALTHCARE	1605	\$35.42
189	0.9% SODIUM CHLORIDE 500ML FOR IRRIGATION	CS	16	74	B.BRAUN	R5201-01	\$19.83
192	SURECARE PROT BRIEFS XLG TEAR-AWAY SIDES	CS	56	70	COVIDIEN HEALTHCARE	1625	\$35.15
195	SECURECARE PROTECTIVE UNDERWEAR (LARGE 44"-54")	CS	72	1,815	COVIDIEN HEALTHCARE	1615	\$35.42
197	TUMS ANTACID TABLETS ASSORTED FLAVOR	EA	150	730	IVAX PHARMACEUTICALS	113920	\$2.21
198	ADHESIVE DERMABOND TOP SKIN 0.5ML HGH VSCSTY	BX	12	9	Ethicon	DHV12	\$310.46
200	PERIGUARD BARRIER OINT. 4 OZ.	EA	1	1,060	DERMARITE	204	\$1.89
202	NUTRITION RESOURCE 9,2G PACKETARGINAID CHERRY	CS	56	66	Nestle Nutrition	35984000	\$40.19
207	ATTEST BIOLOGICAL INDICATOR	BX	25	17	3M	1276	\$165.65
209	0.9% SODIUM CHLORIDE 1000ML FOR INJ.	BX	12	171	B.BRAUN	L8000	\$15.18
210	ACCESS EX TBL EMERALD	EA	1	2	The Brewer Company	500005	\$1,233.05
211	ACCESS EXAM TABLE 57.3X28X32 AZURE BLUE	EA	1	2	The Brewer Company	500007	\$1,233.05
215	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	404	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.93
216	STOMAHESIVE PASTE 2OZ	EA	1	299	GENAIREX	200000	\$6.71

218	3CC 21G X 1"	BX	50	55	COVIDIEN HEALTHCARE	8881833110	\$13.48
219	T-PUMP FOR TP K-PADS	EA	1	7	Gaymar Industries	TP500	\$351.55
220	VITAMIN A&D 5G OINTMENT FOILPK	BX	144	253	FOUGERA	03545	\$8.81
221	TENS ELECTRODE 2.25X2.5IN SELF-ADHERING	BG	40	156	Uni-Patch	634/40	\$16.95
222	500ML STERILE WATER FOR IRRIGATION	CS	16	71	B.BRAUN	R5001-01	\$23.98
224	PREMIUM ADULT WIPES, 9X13	CS	600	76	Elite-Med	EM77000	\$17.52
227	0.9% SODIUM CHLORIDE 500ML FOR IRRIGATION	CS	16	116	B.BRAUN	R5201-01	\$18.63
229	EAKIN COHESIVE SEAL 2"	BX	20	28	Convatec	839002	\$83.01
231	URINARY 28OZ LARGE LEG BAG W/STRAPS 18IN TUBING	BX	1	41	Coloplast Corp	9007	\$3.83
234	SUTURE 2-0 ETHIBOND MO-6 GREEN BRAIDED 8-18 IN 45C	BX	12	8	Ethicon	CX46D	\$334.23
235	STAYFREE SUPER MAXIPADS 12X24 W/ADHESIVE STRIP	BG	24	531	Amerisource Inc. Stock	3967619	\$4.04
236	POLIGRIP DENTURE ADHESIVE CREAM 1.4OZ	EA	1	883	DONOVAN	DA2	\$2.47
240	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	500	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$2.99
241	TLC HOSPITAL BATH 8OZ	CS	48	54	DONOVAN	MS08	\$26.24
243	9.2G PACKETARGINAID ORANGE	CS	56	53	Nestle Nutrition	35983000	\$41.09
244	EXAM GLOVE, NITRILE, P/F, SM, 100/BOX	BX	100	312	INNOVATIVE HEALTHCARE	158100	\$5.09
245	INSULIN SAFETY 1/2CC 29G X .5"	BX	100	63	COVIDIEN HEALTHCARE	8881511136	\$24.29
246	SINGLE PORT MANIFOLD	BX	20	7	Stryker Instruments	0700-015-000	\$316.92
247	BABY POWDER CORNSTARCH 4OZ	CS	48	59	DONOVAN	BP35	\$26.19
248	3/4 OZ. SOUFFLE CUP	CS	5000	68	DYNAREX	4242	\$28.86
249	POLYSKIN TRANSPARENT ADH DRESSING 6" X 8"	BX	10	71	COVIDIEN HEALTHCARE	6642	\$22.09
250	KANGAROO ENTERAL FEEDING PUMP	CS	30	26	COVIDIEN HEALTHCARE	8884702005	\$76.08
251	NITRILE EXAM GLOVES - X-SMALL	BX	250		KIMBERLY CLARK	52816	\$13.51
252	NITRILE EXAM GLOVES - SMALL	BX	250		KIMBERLY CLARK	52817	\$13.51
253	NITRILE EXAM GLOVES - MEDIUM	BX	250		KIMBERLY CLARK	52818	\$13.51
254	NITRILE EXAM GLOVES - LARGE	BX	250		KIMBERLY CLARK	52819	\$13.51
255	NITRILE EXAM GLOVES - X-LARGE	BX	250		KIMBERLY CLARK	52820	\$13.51

**Total Estimated Contract Value:**

**\$884,804.51**

**No. of Items:**

**124**

J & B Medical Supply Company, Inc.

Additional Items - Added 3/2/10

Contract No. 071B7200163 - Change Notice No. 6

Medical Supplies

Item Listing/Pricing Page

Line No.	Product Description	Unit of Measure (UOM)	Quantity Per UOM	Est. Annual Quantity	Manufacturer	SKU	Unit Cost Eff. 3/2/10
2	BRIEF WINGS HL 3D LARGE	CS	72	3,050	COVIDIEN HEALTHCARE	63064	\$29.14
7	BRIEF WINGS HL 3D MEDIUM	CS	96	1,932	COVIDIEN HEALTHCARE	63063	\$26.11
17	STRIP TEST ASSURE III-BLOOD GLUCOSE TEST STRIPS	BX	50	1,890	Hypoguard Incorporated	555050	\$13.17
19	KENGUARD PLUS UNDERPAD	CS	60	925	COVIDIEN HEALTHCARE	7159	\$23.49
21	ENSURE HOMEMADE MILKSHAKE 8OZ VANILLA PLASTIC BOTTL	CS	24	1,127	Abbott Nutrition	58297	\$14.72
24	AQUACEL WND DRESS 4X4"	BX	10	267	Convatec	177902	\$39.11
27	ENSURE CHOCOLATE 8OZ PLASTIC BOTTLE	CS	24	831	Abbott Nutrition	58293	\$14.72
30	COMBIDERM DRESSING 5.25X5..25IN ACD SQUARE STERILE	BX	10	191	Convatec	187725	\$38.01
39	GLOVE EXAM LARGE LATEX-POWDER FREE NONSTERILE	BX	100	5,102	Supermaxx	98228	\$3.51
41	EXAM GLOVE NS LAT PF MEDIUM	BX	100	4,298	Supermaxx	98227	\$3.51
42	BRIEF WINGS ULTRA LARGE 3D HL	CS	72	235	COVIDIEN HEALTHCARE	63074	\$32.51
44	AQUACEL AG WND DRS.75X18	BX	5	126	Convatec	403771	\$61.09
49	AQUACEL AG WOUND DRS 4X4	BX	10	63	Convatec	403765	\$107.80
55	ONE-STEP LANCET NEEDLE 21G GRAY 1.8MM DEPTH 10-20UL	BX	100	1,149	Surgilance	SLN200	\$11.95
61	APRIL FRESH SKIN LIQ NON-MEDICATED LOTION 2OZ	CS	96	392	Chester Labs	000602	\$21.43
62	SPOT CHECK MONITOR	EA	1	5	Welch Allyn	42NTBE1	\$1,624.30
63	COMBI-DERM ACD 6X10"	BX	5	138	Convatec	651029	\$31.15
66	BIOHAZARD SPILL UNIV CLEAN UP PRECAUTION KIT	EA	1	270	Medtrol	QC119	\$22.63
68	SHARPSTAR TRANS RED 5QT.	CS	20	82	COVIDIEN HEALTHCARE	8506SA	\$84.00
69	VAN PT SYR 1CC TB 25GX0.625IN	BX	100	151	Retractable Technolo Inc.	10151	\$41.50
74	LYOFOAM A DRESS 4"X4"	BX	10	51	Convatec	410609	\$44.15
79	SCHICK DISPOSABLE RAZOR	CS	360	84	Schick Wilkinson Sword	00123	\$62.21
82	SHEER BANDAID 1X3"	BX	100	3,285	Nutramax	99992	\$1.15
83	MEDICINE CUP 3OZ GRAD	CS	5000	64	Xpedx/Zellerbach	2083248	\$104.43
85	SOF CARE II BED CUSHION	CS	6	28	Gaymar Industries	SC460	\$194.39
88	AQUACEL WND DRESS .75X18	BX	5	144	Convatec	177904	\$25.79
92	GAUZE SPNG NS 4X4 12PLY	BG	200	1,231	COVIDIEN HEALTHCARE	441215	\$2.34
93	SHARPS CONTAIN CLR 3GAL	CS	10	72	COVIDIEN HEALTHCARE	8536SA	\$79.63
94	SLIPPER PILLOW PAW TERRY XLG TAN ADLT	CS	48	106	Principle Business Ent	1097	\$39.54
96	UNDERPAD LRG N/WOVEN STD	CS	150	209	COVIDIEN HEALTHCARE	7174	\$21.80
101	TENA CLASSIC PLS BRIEF LG 48-59IN	CS	72	208	SCA Incontinence Care	67813	\$25.80
106	EXAM GLOVE NS LAT PF SMALL	BX	100	1,433	Supermaxx	98226	\$3.51
107	SAFETY SYRINGE ONLY 12CC	BX	50	306	COVIDIEN HEALTHCARE	8881522000	\$20.16
109	LYOFOAM A DRESS 2"X2"	BX	10	47	Convatec	603020	Deleted
115	WINGED COLLECT SET 23X.75"	BX	50	111	Becton-Dickinson	367283	\$39.96
118	TRANSPARENT CUP PLASTIC 5OZ	TB	100	4,505	TPC Food Service	DA5N25	\$1.15
124	TUBIGRIP BNDG 3" SZ D 33FT ROLL	BX	1	104	Convatec	1437	\$39.51
126	ABDOMINAL PAD 8"X10" ST	CS	216	89	COVIDIEN HEALTHCARE	9194A	\$65.89
131	METREX MX1510 VIONEX SKIN WIPES 5X7IN ANTIMICROBIAL	BX	50	358	Metrex Inc	10-1510	\$6.35
133	ELAS BND AID KNUCKL 1.5X3	BX	100	1,105	Nutramax	99949	\$2.70
140	SURE TEMP PLS THRM ORAL	EA	1	18	Welch Allyn	01690200	\$196.00
144	TUBIGRIP BNDG 3.5" SZ E 33FT ROLL	BX	1	77	MOLNLYCKE	1483	\$45.81
147	TRPL ANTIBI OINT 1/32OZ	BX	144	374	Swift First-Aid	231209G	\$10.05
150	WHLCHR TRACER EX2 20X16IN ADLT	EA	1	20	Invacare	TREX20RT93 HA	\$127.50

154	ENSURE STRAWBERRY-8OZ PLASTIC BOTTLE	CS	24	204	Abbott Nutrition	58295	\$14.72
155	IV CATH W/NDL GRD 22GX1IN	BX	50	31	Medex Inc	3060	\$88.50
158	AQUACEL WND DRESS 6X6"	BX	5	51	Convatec	177903	\$43.11
173	BED SHEET STRETCHER T/P WHT 58X96IN	CS	25	224	Avalon	EM361	\$15.87
175	FLEXIFLO EASY-FD BG W/SET	CS	30	40	Abbott Nutrition	52048	\$67.11
181	COVER GOWN BLUE XLARGE	CS	100	40	Kimberly Clark	69987	\$157.58
183	CURITY UNDERPAD XTRA HVY BLUEFLUFF NONWVN 23X36IN	CS	75	134	COVIDIEN HEALTHCARE	7193	\$19.97
184	BEFRESH MTHWASH N-ALC 4OZ	CS	60	213	Chester Labs	000413	\$12.58
193	COVER GOWN YELLOW XLARGE	CS	100	38	Kimberly Clark	69988	\$152.92
194	MEDICINE CUP GRADUATED UNBRKBL PLASTIC CUP 1OZ	TB	100	4,407	Dynarex	4258	\$0.68
196	STRETCH GAUZE 4" 4.1 YD	BG	12	1,030	COVIDIEN HEALTHCARE	441502	\$1.39
201	TYMPANIC THERM PROBE CVR	BX	105	448	COVIDIEN HEALTHCARE	8884810055	\$6.32
203	GAUZE SPNG NS 2X2 12PLY	BG	200	1,871	COVIDIEN HEALTHCARE	441218	\$0.72
204	FLUIDSHIELD FACE MASK	BX	25	123	Kimberly Clark	47147	\$19.79
205	FLUSHABLE TAMPAX TAMPONS SUPER PLUS	BX	20	680	Amerisource Inc. Stock	1056209	\$3.00
206	XEROFLO DRESS ST 5X9IN	BX	12	114	COVIDIEN HEALTHCARE	8884437100	\$24.24
208	OPSITE DRESSING 5.5X4IN TRANSPARENT ADHESIVE	BX	10	188	Smith & Nephew Wound	4963	\$14.71
212	SFIT FLEX FL 5X5 2 3/4	BX	10	63	Convatec	125261	\$17.69
223	ALCOHOL PREP PAD MEDIUM	BX	200	1,573	COVIDIEN HEALTHCARE	5150	\$1.33
226	LEGBAND/CATH TUBE HLDR ADLT	BX	10	62	Dale Medical Products	316	\$34.59
228	FISTULA&WND PCH 6.9X4.3"	BX	10	15	Convatec	839212	\$112.11
230	BRIEF WINGS SUPREME LARGE ADULT 45-58IN BLUE	CS	72	52	COVIDIEN HEALTHCARE	9502	\$42.52
232	NUTRITION GLUCERNA 8OZ LIQ READY TO USE VANILLA	CS	24	80	Abbott Nutrition	54328	\$25.89
239	TRACER WHEELCHAIR 18X16 ADULT	EA	1	7	Invacare	TREX2WD86 A28BH161228 4244BKT93H A	\$161.48

**Total Estimated Contract Value Additional Items:**

**\$497,980.75**

**No. of Items:**

**67**

J & B Medical Supply Company, Inc.

Additional Items (Previous Cost Plus Items) - Added 3/2/10

Contract No. 071B7200163 - Change Notice No. 6

Medical Supplies

Item Listing/Pricing Page

Line No.	Product Description	Unit of Measure (UOM)	Quantity Per UOM	Est. Annual Quantity	Manufacturer	SKU	Unit Cost Eff. 3/2/10
256	DRESSING ACRYLIC ABSORBENT 5.6X6 1/4IN CLEAR TEGADERM	BX	5	114	3M MEDICAL/SURGICAL/SKIN PRDTS	90803	\$33.79
257	DRESSING ACRYLIC ABSORBENT 4.4X5IN CLEAR TEGADERM	BX	5	160	3M MEDICAL/SURGICAL/SKIN PRDTS	90801	\$19.47
258	BARRIER FILM NO-STING WIPE 1MLSTERILE ALCOHOL FREE CAVILON	BX	25	255	3M MEDICAL/SURGICAL/SKIN PRDTS	3344	\$12.21
259	DRESSING ACRYLIC ABSORBENT 3X3 3/4IN CLEAR TEGADERM	CS	30	34	3M MEDICAL/SURGICAL/SKIN PRDTS	90800	\$73.86
260	DRESSING TEGADERM MATRIX 4X5INW/PHI TECHNOLOGY NONADHERENT	CS	40	10	3M MEDICAL/SURGICAL/SKIN PRDTS	90571	\$174.61
261	NUTRITION ENSURE PLUS 8OZ RTU VANILLA BOTTLES	CS	24	1788	ABBOTT NUTRITION	58303	\$17.94
262	ENSURE PLUS BOTTLE VANILLA 32OZ	CS	24	1997	ABBOTT NUTRITION	58251	\$19.35
263	NUTRITION ENSURE PLUS 8OZ RTU CHOCOLATE BOTTLES	CS	24	1100	ABBOTT NUTRITION	58299	\$17.94
264	NUTRITION ENSURE PLUS 8OZ STRAWBERRY RTU BOTTLES	CS	24	750	ABBOTT NUTRITION	58301	\$17.94
265	NUTRITION JUVEN ORANGE PACKET THERAPEUTIC DRINK MIX SET FEEDING EASY FEED ENTERAL BAG W/PREATTACHED GRAVITY FEED	CS	30	162	ABBOTT NUTRITION	58012	\$68.88
266	NUTRITION JEVITY PLUS 1500ML	CS	6	140	ABBOTT NUTRITION	53114	\$39.65
268	NUTRITION ENSURE 4OZ CUP PUDDING VANILLA COMPLETE	CS	48	201	ABBOTT NUTRITION	54844	\$29.01
269	NUTRITION ENSURE 4OZ CUP PUDDING BUTTERSCOTCH COMPLETE	CS	48	200	ABBOTT NUTRITION	54848	\$29.01
270	NUTRITION ENSURE 4OZ CUP PUDDING CHOCOLATE SUPREME	CS	48	200	ABBOTT NUTRITION	54846	\$29.01
271	NUTRITION JUVEN GRAPE PACKET THERAPEUTIC DRINK MIX	CS	30	94	ABBOTT NUTRITION	58011	\$68.88
272	NUTRITION ENSURE 8OZ CAN VANILLA HIGH PROTEIN	CS	24	235	ABBOTT NUTRITION	52100	\$15.94
273	NUTRITION ENSURE PLUS 8OZ CAN READY TO USE VANILLA	CS	24	120	ABBOTT NUTRITION	50464	\$15.94
274	ADHESIVE TISSUE SKIN TOPICAL .5ML PLASTIC VIAL HISTOACRYL	BX	10	9	AESCLAP,INC.	TS1050044	\$270.77
275	GLOVE UTILITY XLARGE LATEX PF NITRILE NONSTERILE FLOCK LINED	BX	24	264	ANSELL HEALTHCARE	5789018	\$12.78
276	STRIP TEST ASSURE PRO BLOOD GLUCOSE TEST STRIPS 50CT	BX	50	6519	ARKRAY USA,INC.	460050	\$12.35
277	STRIP TEST ASSURE 4 50CT BLOOD GLUCOSE TEST STRIPS	BX	50	1680	ARKRAY USA,INC.	560050	\$11.24
278	LANCET ASSURE LANCE 28G SAFETY2MM DEPTH LOW FLOW RETRACTABLE	BX	200	52	ARKRAY USA,INC.	980228	\$15.10
279	BRIEFS ATTENDS BREATHABLE LARGE 45-58IN	BG	24	598	ATTENDS HEALTHCRE PRODUCTS,INC	BRB30	\$8.90
280	BRIEF PROTECTIVE LARGE 44-54INATTENDS PULLUPS ELASTIC WAIST	CS	72	132	ATTENDS HEALTHCRE PRODUCTS,INC	AP0730	\$30.64
281	BRIEFS PULL UPS XLARGE 59IN UPATTENDS PULL-ONS	CS	56	92	ATTENDS HEALTHCRE PRODUCTS,INC	AP0740	\$30.64

282	BAG DRAIN URINE 2000ML STERILEANTI-REFLUX CHAMBER	EA	1	164	BARD MEDICAL	154002	\$3.98
282	ALTERNATE	EA	1		COLOPLAST	MENUB0500	\$1.48
283	TRAY FOLEY 16FR	EA	1	370	BARD MEDICAL	899616	\$10.42
283	ALTERNATE	EA	1		COLOPLAST	MENUT8163	\$7.25
284	SOLUTION SODIUM CHLORIDE 9% IRRIGATION 250ML IN PLASTIC	CS	24	116	BAXTER HEALTHCARE CORPORATION	2F7122	\$25.25
285	SYRINGE NEEDLE 1CC 29GX1/2IN INSULIN SAFETY GLIDE STERILE	BX	100	82	BECTON-DICKINSON AND COMPANY	305930	\$32.77
286	SYRINGE NEEDLE 1CC 29GX1/2IN U-100 ULTRA FINE SAFETY - LOK	BX	100	90	BECTON-DICKINSON AND COMPANY	329464	\$19.97
287	CONTAINER SHARPS 5.4QT CLEAR	EA	1	660	BECTON-DICKINSON AND COMPANY	305551	\$4.74
288	TRAY TRACH CARE STANDARD STERILE LATEX FREE	CS	20	89	BUSSE HOSPITAL DISPOSABLES	715	\$29.94
289	TOWEL DISPATCH DISINFECT WITH BLEACH	BX	150	560	CALTECH INDUSTRIES,INC.	69150	\$11.40
290	UNIT TENS INTELECT W/TIMER	EA	1	166	CHATTANOOGA GROUP	77600	\$45.25
291	BATTERY 9 VOLT NICAD RECHARGABLE	EA	1	266	CHATTANOOGA GROUP	77609	\$8.33
292	CLEANSER APRIL FRESH PERINEAL 1GALLON W/4 8OZ SPRAY BOTTLES	EA	1	166	CHESTER PACKAGING LLC	000528	\$9.55
292	ALTERNATE	GALLON	1		PRO-ADVANTAGE	P772128	\$6.85
293	CLEANSER BATH BODY 1 GAL NO RINSE BODY BATH	GALLON	1	144	DERMARITE	194	\$18.61
294	CLEANSER GENTLE RAIN 1000ML	CS	12	74	COLOPLAST CORPORATION	7234	\$49.41
295	DRESSING HYDROFIBER 8X12IN AQUACEL AG W/ IONIC SILVER	BX	5	95	CONVATEC	403711	\$189.89
296	DRESSING AQUACEL AG 2X2IN HYDROFIBER WITH IONIC SILVER	BX	10	50	CONVATEC	403706	\$63.10
297	DRESSING DUODERM CGF 6X6IN	BX	10	81	CONVATEC	187957	\$48.10
298	OINTMENT ALOE VESTA 2N1 2OZ PROTECTIVE MOISTURE BARRIER	EA	1	1224	CONVATEC	324913	\$1.95
299	DRESSING DUODERM 5 1/2X5 1/2IN SIGNAL HYDROCOLLOID	BX	5	118	CONVATEC	403327	\$42.20
301	POUCH DRAIN 2 3/4IN FLANGE OSTOMY SUR-FIT TRANSPARENT	BX	10	126	CONVATEC	401514	\$12.89
302	SYRINGE NEEDLE 1CC 29GX1/2IN SAFETY INSULIN	BX	100	1035	COVIDIEN/KENDALL HEALTHCARE	8881511110	\$23.18
303	ROLL GAUZE 4 1/2IN X 4.1YD 6 PLY LARGE STERILE 1'S KERLIX	EA	1	9300	COVIDIEN/KENDALL HEALTHCARE	6715	\$0.77
303	ALTERNATE	EA	1		COVIDIEN	441103	\$0.58
305	SPONGE VERSALON 4X4IN 4PLY 2'SSTERILE PEEL BACK	TY	50	1392	COVIDIEN/KENDALL HEALTHCARE	8044	\$1.73
305	ALTERNATE	PACK	50		COVIDIEN	441412	\$1.41
308	SPONGE KERLIX 6 X 6.75 SUPER STERILE 2'S	TY	40	289	COVIDIEN/KENDALL HEALTHCARE	2585	\$10.36
310	SYRINGE 60CC CATHETER TIP IRRIGATION STERILE	BX	20	326	COVIDIEN/KENDALL HEALTHCARE	8881560141	\$7.84
311	CONTAINER SHARPS 5QT IN-ROOM TRANSPARENT RED W/SHARPSTAR LID	EA	1	552	COVIDIEN/KENDALL HEALTHCARE	8507SA	\$3.88
312	ELECTRODE MEDITRACE FOAM MEDITRACE FOAM ELECTRODE	BG	50	280	COVIDIEN/KENDALL HEALTHCARE	22450	\$5.83
313	TRAY URETHRAL CATHETER 14FR VINYL CATH STERILE W/LF GLOVES	CS	20	34	COVIDIEN/KENDALL HEALTHCARE	8887600073	\$65.13
315	TAPE PAPER TENDERSKIN 1 IN X 10 YD HYPOALLERGENIC LIGHTWEIGHT	BX	12	255	COVIDIEN/KENDALL HEALTHCARE	1914C	\$6.12
315	ALTERNATE	BX	12		AMD-RITMED	A5110	\$4.18
316	SPONGE DRAIN SORB-IT 4 X 4 IN 6 PLY STERILE 2'S PEEL POUCH	TY	50	336	COVIDIEN/KENDALL HEALTHCARE	6242P	\$6.63
316	ALTERNATE	TRAY	50		COVIDIEN	441407	\$3.39
317	ELECTRODE Q-TRACE RESTING ECG TAB	BX	1000	36	COVIDIEN/KENDALL HEALTHCARE	31433538	\$32.93
318	CANNULA INNER SIZE 6 EXTENDED LENGTH FOR SHILEY TRACH TUBE	EA	1	520	COVIDIEN/MALLINCKRODT/NELLCOR	60XLTIN	\$6.00
319	CANNULA INNER SZ 8 DISPOSABLE	BX	10	55	COVIDIEN/MALLINCKRODT/NELLCOR	8DIC	\$34.87

320	GAUZE SPONGE 4X4 IN 8 PLY NONSTERILE BULK	BAG	200	774	COVIDIEN	441217	\$1.54
321	SOAP LOTION ANTIBACTERIAL 1 LITER CARTRIDGE GREEN SBS	CS	10X1LITER	95	DERMARITE	0092BB	\$30.23
322	SANITIZER HAND INSTANT FOAMING 1000 mL SAN-E-FOAM	CS	6	115	DERMARITE	00107F	\$56.50
323	SANITIZER HAND INSTANT FOAMING	CS	12	33	DERMARITE	108	\$46.16
324	BANDAGE ADHESIVE 2X4 1/2IN PLASTIC STERILE XLARGE	BX	50	702	DERMA SCIENCES,INC.	1070033	\$2.83
324	ALTERNATE	BX	50		PRO-ADVANTAGE	P150140	\$2.64
325	SCALE WHEELCHAIR	EA	1	1	DORAN SCALES,INC.	DS9100	\$1,070.20
326	GLOVE EXAM XLARGE LATEX POWDERFREE NONSTERILE IMCO	BX	100	930	SUPERMAXX	98229	\$3.57
328	CLEANSER BACTISTAT DC 540ML HANDWASH W/ 0.3% TRICLOSAN	EA	1	600	ECOLAB HEALTHCARE DIV.	61048722	\$5.58
329	DRESSING WOUND OVAL #5 5X3 1/2IN POLYMEM SHAPES	BX	15	58	FERRIS MANUFACTURING CORPORATN	8053	\$56.50
330	MATTRESS 33 X 74 X 3 1/2 IN VINYL W/PUMP SOFCARE OVERLAY	EA	1	35	GAYMAR INDUSTRIES,INC.	CF427	\$90.70
331	BOOT HEELCARE SOFCARE STATIC	EA	1	114	GAYMAR INDUSTRIES,INC.	HCB2001	\$22.94
332	MACHINE EKG ELECTROCARDIOGRAPHNON INVASIVE W/ LAN TO	EA	1	1	GE MEDICAL SYS INFO IT	MAC1600-AAXAAB-ABXXX	\$5,663.83
334	CUP MEDICINE PLASTIC 1 OZ GRADUATED POLYPROPYLENE	SLEEVE	100	10654	DYNAREX	4258	\$0.71
335	COLLECTOR FECAL INCONTINENCE STANDARD CUT TO FIT BARRIER	BX	10	35	HOLLISTER,INC.	9821	\$56.89
336	POUCH DRAIN OSTOMY 2 PIECE W/2 3/4 IN FLANGE TRANSPARENT	BX	10	109	HOLLISTER,INC.	3804	\$11.98
337	CATHETER EXTERNAL MALE MEDIUM 29MM EXTENDED WEAR	BX	30	104	HOLLISTER,INC.	9207	\$47.54
338	BARRIER SKIN FLEXWEAR FLAT W/ 2 3/4IN FLOATING FLANGE	BX	5	78	HOLLISTER,INC.	3724	\$9.87
339	SET PRIMARY 15DROP/ML PIGGYBACLIFESHIELD CONVERTIBLE PIN	CS	48	181	HOSPIRA WORLDWIDE,INC.	1154058	\$119.71
340	SET EXTENSION MICROBORE 36IN W/SLIDE CLAMP AND OPTION LOK	CS	50	24	HOSPIRA WORLDWIDE,INC.	646001	\$117.64
341	SET MICRON FILTER EXTENSION 15IN LIFE SHIELD	CS	48	8	HOSPIRA WORLDWIDE,INC.	1141505	\$161.50
343	WHEELCHAIR 22X18IN FRAME ADULTHEAVY DUTY TRACER IV	EA	1	24	INVACARE CORPORATION	T4WD28HDA DULT28BH16 1	\$227.95
344	WHEELCHAIR 20X18IN FRAME ADULTHEAVY DUTY TRACER IV	EA	1	18	INVACARE CORPORATION	T4WD08HDA DULT28BH16 1	\$227.95
344	ALTERNATE	EA	1		DRIVE MEDICAL	STD29ECDFA SF	\$210.50
345	WHEELCHAIR 18X16IN FRAME SIZE ADULT TRACER FLIP BACK ARMS	EA	1	14	INVACARE CORPORATION	TRSX5WD86 ADULT28FBB H	\$176.93
345	ALTERNATE	EA	1		DRIVE MEDICAL	K31DFA-SF	\$146.98
346	WHEELCHAIR 18X18IN FRAME ADULTHEAVY DUTY DESK LENGTH FIXED	EA	1	8	INVACARE CORPORATION	T4WD88HDA DULT28BH16 1	\$227.95
347	WHEELCHAIR 24X18IN FRAME ADULTHEAVY DUTY TRACER IV	EA	1	7	INVACARE CORPORATION	T4WD2418H DADULT28BH 1	\$227.95
348	STRIP THERASENSE NFR FREESTYLE 2 VIALS/50	BX	100	148	INVACARE SUPPLY GROUP	12401	\$51.06
349	KIT INRATIO2 METER WITH 6 PACKOF STRIPS	EA	1	2	INVERNESS MEDICAL PROF DIAG	INR2-6PK	\$1,114.59

350	PADS TUCKS HYGIENIC CLEANSING HEMORRHOID RELIEF 100 PER JAR	JR	100	429	J&J CONSUMER/PFIZER	52-15020-00	\$5.44
356	STRIPS URINE TEST	BX	100	46	INVERNESS/PERMAXIM	2001	\$20.17
357	LANCET ONE TOUCH SURESOFT GENTLE 28G 1.88MM DEPTH	BX	200	69	LIFESCAN,INC.	021140	\$37.77
358	LANCETS ONE TOUCH SURE SOFT REGULAR 21G	BX	200	58	LIFESCAN,INC.	021139	\$37.77
359	URINAL DELUXE W/HANGING HANDLEW/ LID TRANSLUCENT	EA	1	5328	MEDICAL ACTION INDUSTRIES,INC.	H140D-01	\$0.52
360	LANCET ONE STEP NEEDLE 21G ORANGE 2.2MM DEPTH 20 TO 40UL	BX	100	469	MEDIPURPOSE	SLN240	\$12.07
361	CLEANSER WOUND 8OZ MICROKLENZ ANTISEPTIC 8OZ SPRAY BOTTLE	CS	6	23	MEDLINE INDUSTRIES,INC.	CRR108008	\$59.98
361	ALTERNATE	EA	1		DERMARITE	190	\$3.60
362	GLOVE EXAM MEDIUM NITRILE BLACK POWDER FREE NONSTERILE	BX	100	653	MICROFLEX MEDICAL CORPORATION	MK-296-M	\$7.95
362	ALTERNATE	BX	100		DYNAREX CORPORATION	2522	\$5.89
363	GLOVE EXAM LARGE NITRILE BLACK POWDER FREE NONSTERILE	BX	100	500	MICROFLEX MEDICAL CORPORATION	MK-296-L	\$7.95
363	ALTERNATE	BX	100		DYNAREX CORPORATION	2523	\$5.89
364	STERILIZER SPEEDCLAVE STEAM SELF CONTAINED M7	EA	1	1	MIDMARK CORPORATION	M7-022	\$1,840.00
365	BANDAGE TUBIGRIP 4INX33FT SIZE F COMPRESSION NATURAL	BX	1	235	MOLNLYCKE HEALTH CARE US,LLC	1438	\$45.45
366	NUTRITION RESOURCE 2.0 8OZ BRIKS VANILLA	CS	27	414	NESTLE HEALTHCARE NUTRITION	18010000	\$31.68
367	NUTRITION ISOSOURCE 1500ML SPIKE RIGHT	CS	6	88	NESTLE HEALTHCARE NUTRITION	18182000	\$48.15
368	NUTRITION PEPTAMEN W/PREBIO ULTRAPAK SPIKERIGHT 1500ML	CS	4	20	NESTLE HEALTHCARE NUTRITION	9871622805	\$120.50
369	NUTRITION FIBERSOURCE 1.5LITERCLOSED SYSTEM SPIKE STANDARD	CS	6	65	NESTLE HEALTHCARE NUTRITION	18522000	\$39.98
370	NUTRITION ISOSOURCE 250ML CAN 1.5 CALORIES VANILLA	CS	24	85	NESTLE HEALTHCARE NUTRITION	18150000	\$26.40
371	SET ENTERAL COMPAT DELIVERY SPIKED 1000ML W/ WATER BAG	CS	30	38	NESTLE NUTRITION	19940700	\$146.71
372	SET ENTERAL COMPAT DELIVERY 1000ML W/ FORMULA & WATER BAG	CS	30	11	NESTLE NUTRITION	19944700	\$189.70
373	CEDAPRIN TABLET 200MG IBUPROFIN 250 PACK OF 2	BX	500	494	NORTH SAFETY PRODUCTS	166185	\$15.11
374	AYPANAL TABLET 325MG ACETAMINOPHEN 250 PACK OF 2	BX	500	314	NORTH SAFETY PRODUCTS	161582	\$9.32
375	HISTOFREEZER APPLICATOR KIT 80ML CRYOGEB W/30 APPLICATORS	EA	1	38	ORASURE TECHNOLOGIES,INC.	H-30	\$149.22
376	WASHCLOTH ADULT HYGEA TUB NO RINSE HYPO ALLERGENIC	PACK	50	5287	ELITE-MED	EM77000	\$1.475
377	WIPES HAND ANTIMICROBIAL ALCOHOL GEL SANI-HANDS ALC	BX	135	509	PDI/HEALTHCARE DIV. NICE PAK	P13472	\$4.45
378	STRETCHER WIDE W/ 4IN MATTRESSREMOVABLE IV POLE	EA	1	1	PEDIGO PRODUCTS,INC. FRT	750-SPEC-WIDE	\$3,750.00
379	BATTERY LITHIUM MANGANESE DIOXIDE FR2 SERIES	EA	1	8	PHILIPS MEDICAL SYSTEMS	M3863A	\$246.93
380	LANCET FINGERSTIX GLUCOLET 2 AUTOMATIC LANCING	BX	200	92	BAYER HEALTHCARE	5965	\$29.25
380	ALTERNATE - ULTRA THIN 30G LANCET	BX	100		ONE PHARMACEUTICAL	MPA550	\$1.85
381	DEODORANT SURE AEROSOL 6OZ UNSCENTED	EA	1	792	INNOVATIVE BRANDS	0518779	\$3.77
382	ACETAMINOPHEN TABLETS 325MG UD100 325MGX100 ORAL	EA	100	394	PRESCRIPTION SUPPLY,INC.	0181248	\$0.70
384	MILK OF MAGNESIA 30ML 100X30MLUNIT DOSE LIQUID	CS	100	59	PRESCRIPTION SUPPLY,INC.	375394	\$24.51
385	INSTA-GLUCOSE LIQUID TUBE 31GM INSTANT GLUCOSE	BX	3	141	VALEANT PHARMACEUTICALS	0136796	\$13.98
386	BRIEF PULL UP XLARGE WAIST 48-66IN WEIGHT 210LB PLUS	CS	56	1164	PRINCIPLE BUSINESS ENT,INC.	2607	\$33.70
386	ALTERNATE	CS	56		FIRST QUALITY	PF-514	\$30.87

387	BRIEFS SELECT ADULT 45IN WAIST58IN HIP LARGE W/ TAPE	CS	72	1632	PRINCIPLE BUSINESS ENT,INC.	2634	\$28.29
387	ALTERNATE	CS	72		ATTENDS	BR30	\$24.70
388	BRIEFS SELECT ADULT 56IN WAIST64IN HIP XLARGE W/ TAPE	CS	64	1464	PRINCIPLE BUSINESS ENT,INC.	2635	\$28.29
388	ALTERNATE				ATTENDS	BR40	\$24.70
389	LINER INCONTINENT TRANQUILITY SLIMLINE FITTED LINER	CS	120	1035	PRINCIPLE BUSINESS ENT,INC.	2078	\$29.58
389	ALTERNATE	CS	120		PRINCIPLE BUSINESS ENT,INC.	PBE2150	\$29.85
390	BRIEFS SELECT ADULT 32IN WAIST44IN HIP MEDIUM W/ TAPE	CS	96	468	PRINCIPLE BUSINESS ENT,INC.	2624	\$28.29
390	ALTERNATE	CS	96		ATTENDS	BR20	\$27.74
392	BRIEFS SELECT ADULT LARGE 44-54IN HIPS/WAIST PULLUPS	CS	72	265	PRINCIPLE BUSINESS ENT,INC.	2606	\$33.70
392	ALTERNATE	CS	72		FIRST QUALITY	PF-513	\$30.87
393	BRIEFS SELECT ADULT MEDIUM 34-48IN HIPS/WAIST PULLUPS	CS	80	93	PRINCIPLE BUSINESS ENT,INC.	2605	\$33.70
393	ALTERNATE	CS	80		FIRST QUALITY	PF-512	\$30.87
394	SLIPPERS PILLOW PAW GRAY TERRY CLOTH DOUBLE PRINTED XXLARGE	CS	48	46	PRINCIPLE BUSINESS ENT,INC.	1098-001	\$43.70
395	MASK FACE FULL CPAP LARGE STANDARD ULTRA MIRAGE	EA	1	17	RESMED	60604	\$123.50
396	MASK FACE FULL CPAP MEDIUM STANDARD ULTRA MIRAGE	EA	1	16	RESMED	60602	\$123.50
397	SYRINGE NEEDLE 1CC 29GX1/2IN INSULIN VANISH POINT SAFETY	BX	100	1031	RETRACTABLE TECHNOLOGIES,INC.	10211	\$41.50
398	SYRINGE NEEDLE 3CC 23GX11IN SAFETY VANISH POINT	BX	100	60	RETRACTABLE TECHNOLOGIES,INC.	10311	\$36.25
399	SYRINGE NEEDLE 1CC 27GX1/2IN TUBERCULIN SAFETY VANISH POINT	BX	100	42	RETRACTABLE TECHNOLOGIES,INC.	10131	\$41.50
400	LANCET SAFE-T-PRO ACCUCHEK SINGLE USE 1 DEPTH PUNCTURE	BX	200	109	ROCHE DIAGNOSTICS CORPORATION	03136752001	\$36.76
401	STRIP ACTIVE TEST ACCUCHEK	BX	50	131	ARKRAY	760050	\$11.50
402	STRIP TEST ACCUTREND CHOLESTEROL	BX	50	50	ROCHE DIAGNOSTICS CORPORATION	05213312160	\$39.85
403	STRIPS TEST CHEMSTRIP 10 W/ SGREAGENT URINALYSIS	BX	100	35	ROCHE DIAGNOSTICS CORPORATION	417145	\$39.85
403	ALTERNATE	BX	100		INVERNESS/PERMAXIM	2001	\$20.17
404	CUSHION ROHO 20X18IN HI PROFILE DRY FLOTATION	EA	1	9	ROHO GROUP THE	1R1110C	\$310.89
405	CUSHION ROHO 18X18X4IN	EA	1	7	ROHO GROUP THE	1R1010C	\$310.89
406	CUSHION HI PROFILE 18X16IN DRY FLOTATION WHEELCHAIR	EA	1	7	ROHO GROUP THE	1R109C	\$310.89
407	CLEANSER COMFORT BATH WASHCLOTH FRAGRANCE FREE	CS	256	22	SAGE PRODUCTS,INC.	7911	\$108.00
408	GLOVES WHEELCHAIR XLARGE PARA PUSH	EA	2	103	SAMMONS-PRESTON	660003	\$16.67
409	GLOVE WHEELCHAIR LARGE PARA PUSH	EA	2	91	SAMMONS-PRESTON	660002	\$16.67
410	BRIEF TENA ADULT MEDIUM 34-47IN HIPS/WAIST CLASSIC	CS	96	67	SCA INCONTINENCE CARE	67713	\$27.15
411	APRON SMOKER WHITE UNIVERSAL SIZE FIREPROOF LAP AND CHEST	EA	1	66	SKIL-CARE CORPORATION	906010	\$28.43
412	DRESSING ALLEVYN HEEL WOUND STERILE	BG	5	63	SMITH & NEPHEW WOUND MGNT DIV.	66007630	\$54.82
413	CLEANSER DERMAL WOUND CARE 8OZ SPRAY BOTTLE	CS	12	36	SMITH & NEPHEW WOUND MGNT DIV.	59449200	\$94.40
414	DRESSING WOUND ADHESIVE 3X3IN WATERPROOF ALLEVYN	BX	10	125	SMITH & NEPHEW WOUND MGNT DIV.	66020043	\$35.27
415	DRESSING OPSITE 5 1/2X4IN FILMADHESIVE TRANSPARENT WATERPROO	BX	50	33	SMITH & NEPHEW WOUND MGNT DIV.	4975	\$58.06
416	CREAM SECURA 3 1/4OZ EXTRA PROTECTIVE FLIP TOP TUBE	EA	1	312	SMITH & NEPHEW WOUND MGNT DIV.	59432400	\$6.81
417	SYRINGE NEEDLE 1CC 28G X 1/2IN PRO INSULIN SAFETY	BX	100	101	SMITHS MEDICAL ASD	4428-1	\$51.17

418	SUPPORT ARCH CUSHION SIZE 4 3/4LENGTH MEN 10/11 WOMEN 11	EA	2	619	SPENCO MEDICAL CORPORATION	44-123-04	\$6.40
419	SUPPORT ORTHOTIC ARCH SIZE 4 3/4 MEN 10/11 WOMEN 11/12	EA	2	284	SPENCO MEDICAL CORPORATION	43-158-04	\$11.56
420	INSOLE SLIP-IN SIZE 4 GREEN FITS MEN 10/11 WOMEN 11/12	EA	2	756	SPENCO MEDICAL CORPORATION	40-212-04	\$4.27
421	SUPPORT ARCH CUSHION SIZE 5 3/4LENGTH MEN 12/13	EA	2	438	SPENCO MEDICAL CORPORATION	44-123-05	\$6.40
422	SUPPORT ARCH CUSHION SIZE 3 3/4LENGTH MEN 8/9 WOMEN 9/10	EA	2	313	SPENCO MEDICAL CORPORATION	44-123-03	\$6.40
423	INSOLE SLIP-IN SIZE 5 GREEN FITS MEN 12/13	EA	2	421	SPENCO MEDICAL CORPORATION	40-212-05	\$4.27
424	INSOLE SLIP-IN SIZE 3 GREEN FITS MEN 8/9 WOMEN 9/10	EA	2	409	SPENCO MEDICAL CORPORATION	40-212-03	\$4.27
425	HUMIDIFIER PREFILLED 650ML W/STERILE WATER W/ADAPTER	CS	10	119	TELEFLEX MEDICAL,INC.	006-40	\$16.21
426	HUMIDIFIER PREFILLED 340ML AQUAPAK W/ STERILE WATER	EA	1	1120	TELEFLEX MEDICAL,INC.	003-40	\$1.51
427	NEBULIZER MICRO MIST W/ADULT MASK W/7FT TUBING	CS	50	26	TELEFLEX MEDICAL,INC.	1885	\$64.70
428	PAPER TABLE EXAM 21INX125FT WHITE CREPE IMCO	CS	12ROLLS	149	AVALON	EM57517	\$25.85
429	CUP PLASTIC 3 1/2OZ WHITE MULTIUSE RIBBED DESIGN	BG	100	1300	TIDI PRODUCTS,LLC	9241	\$2.25
429	ALTERNATE	CS	600		DIXIE	102550	\$8.86
430	CUP PLASTIC 5OZ BLUE MULTIUSE RIBBED DESIGN	CS	1000	92	TIDI PRODUCTS,LLC	9213	\$22.85
430	ALTERNATE	CS	450		DIXIE	950163	\$10.10
431	CUP MEDICINE 1OZ PLASTIC TRANSLUCENT GRADUATED SOLO	SLEEVE	100	111	DYNAREX	4258	\$0.74
432	CUP WAXED PAPER 3OZ	BAG	100	1380	TIDI PRODUCTS	9240	\$3.89
433	CUP WAXED PAPER 5OZ	BAG	100	1328	TIDI PRODUCTS	9226	\$3.89
434	CART MEDICATION W/ EXTERNAL NARCOTIC LOCK TWO TONE GRAY	EA	1	6	WATERLOO HEALTHCARE	MTK1-4B771/TTTTT	\$1,910.91
436	COVER PROBE THERMOSCAN PRO4000EAR THERMOMETER DISPOSABLE	PK	200	3857	WELCH ALLYN,INC.	05075-800	\$12.46
437	MONITOR VITAL SIGNS 300 W/NIBPPULSE OXIMETER SURETEMP PLUS	EA	1	1	WELCH ALLYN,INC.	53NT0-E1	\$2,823.67
438	PROBE ORAL W/9FT CORD FOR SPOT VITAL SIGNS MONITORS	EA	1	26	WELCH ALLYN,INC.	02678-100	\$82.00

**Total Estimated Contract Value Additional items: \$993,260.70**  
**No. of Items: 166**

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

November 19, 2009

**CHANGE NOTICE NO. 5**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 360-9977</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Sue Cieciva (517) 373-0301 <b>Medical Supplies - Statewide</b>		
CONTRACT PERIOD: From: <b>March 1, 2007</b>		To: <b>February 28, 2010</b>
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective immediately, the following items are hereby ADDED to this contract:

Item No.	Product Description	Manufacturer/Brand	SKU	Unit Cost/Box (250ea/Box)
251	Nitrile Exam Gloves – X-Small	Kimberly Clark, KC100 Lavender	52816	\$13.65
252	Nitrile Exam Gloves - Small	Kimberly Clark, KC100 Lavender	52817	\$13.65
253	Nitrile Exam Gloves – Medium	Kimberly Clark, KC100 Lavender	52818	\$13.65
254	Nitrile Exam Gloves - Large	Kimberly Clark, KC100 Lavender	52819	\$13.65
255	Nitrile Exam Gloves – X-Large	Kimberly Clark, KC100 Lavender	52820	\$13.65

A revised Item Listing/Pricing Page is attached. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

Per agency request by email dated November 5, 2009, vendor proposal dated November 5, 2009 and DMB, Purchasing Operations approval.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$884,804.51**

Line No.	Product Description	Unit of Measure (UOM)	Quantity Per UOM	Est. Annual Quantity	Manufacturer	SKU	Unit Cost
1	EXM GLV NTRL LF PF 9.5 LG	BX	150	21,747	Kimberly Clark	55088	\$8.56
3	EXM GLV NTRL LF PF 9.5 MD	BX	150	15,622	Kimberly Clark	55087	\$8.56
9	GARDS MAXIPAD REGULAR	CS	360	2,396	Hospital Specialty Co. 10	00310	\$22.37
10	THERASENSE STRIP NFR	BX	100	926	Invacare Supply Group	42001	\$55.33
12	BARIATRIC BED, FULL-ELECTRIC, 600 LB CAPACITY	EA	1	24	Drive Medical	15300	\$1,250.80
18	EXM GLV NTRL LF PF 9.5 XL	BX	150	6,482	Kimberly Clark	55089	\$7.98
20	EXM GLV NTRL LF PF 9.5 SM	BX	150	2,999	Kimberly Clark	55086	\$8.56
22	DERMAKLEEN SOAP, W/ TRICLOSAN 800ML	EA	1	4,200	Dermarite	0090BB	\$2.96
25	MESH LARGE PROLENE PRE-SHAPED 2.4x5.4IN KEYHOLE	BX	6	23	Ethicon	PMLK	\$714.39
32	FLEXIFLO EASY FD GRVTY	CS	30	162	Kendall	8884703904	\$51.78
33	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	521	Kendall	1605	\$35.78
35	GENTLE RAIN SHMP/SKN CLEAN 4OZ	CS	36	343	Coloplast Corp	1701	\$36.73
37	MEDICINE CUP, 1 OZ. POLY	TB	100	22,034	Dynarex	4252	\$0.60
38	GLUCOMETER ELITE TST STRP	EA	50	301	Bayer Corp (Diagnostic)	3873	\$31.27
43	LS VIAL ADAPTER W/CLAVE	CS	50	77	Hospira Worldwide	1200701	\$139.92
46	TB SFTY 1CC SYR/NDL 28GX0.5IN	BX	100	450	Kendall Healthcare Co.	8881511201	\$23.48
47	SYRINGE 60CC CATH TIP ST	BX	20	1,097	Kendall Healthcare Co.	8881560141	\$7.84
48	CLOUD 9 ABSORBENT FLOORMAT	EA	1	46	Smith & Nephew Endoscopy	7209461	\$210.89
50	INS 1CC SYR/NDL 28GX0.5IN	BX	100	1,306	Kendall Healthcare Co.	8881501210	\$7.95
51	PREMIUM ADULT WIPES, 9X13	CS	600	300	INNOVATIVE HEALTHCARE/ABCO CORP.	80-301	\$17.70
53	SHR 511136 INS SFTY .5CSYR/NDL 29X.5	BX	100	355	Kendall Healthcare Co.	8881511136	\$23.48
54	ELECTROTHERAPY STMLTR SPECTRUM II TENS UNIT W/CASE	EA	1	69	ESSENTIAL MEDICAL	S1000	\$70.49
58	3-N-1 CLEANSING FOAM 8 OZ.	EA	1	1,428	DERMARITE	00190	\$3.60
59	THERASENSE LANCETS FREESTYLE LANCING DVC	BX	100	220	VITALCARE	24-081028	\$2.39
60	GAUZE SPONGE 4X4" 12PLY STL 25X2'S PEEL BACK PACK	BX	50	2,915	Kendall Healthcare Co.	3033	\$2.92
64	SODIUM CHLORIDE 0.9% 100ML	CS	64	56	B.BRAUN	S8004-5264	\$88.88
65	FIBERSOURCE 183120 LACTOSE FREE 1.5L	CS	6	200	Novartis Nutrition Corp	183120	\$28.89
67	TUBERCULIN 26G X .5	BX	100	1,000	EXEL	26043	\$7.95
70	URETHRAL CATHETER 14FR VINYL 2 EYES STERILE	CS	30	54	MENTOR CORP.	414	\$23.06
71	EXAM GLOVES, P/F, VINYL, LRG, PWD, 100/BOX	BX	100	1,861	INNOVATIVE HEALTHCARE/ABCO CORP.	119300	\$2.92
72	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	1,159	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.96
73	RAINDROP NEBULIZER ADLT MSK 7FT	CS	50	56	SUNRISE MEDICAL	4650D-621	\$68.64
77	ACCK COM CRV STRP HOSP	BX	50	168	Roche Diagnostics Corp	2030365	\$33.76
78	ULTRACLAVE STERILIZER M9 AUTO CHMBR 9X15IN	EA	1	2	Midmark Corp	M9022	\$3,286.00
81	MALE ADAPT CLAVE PRT LL	CS	100	30	Hospira Worldwide	1195601	\$139.39
84	TENDERCLOUD MATTRESS	CS	4	52	Graham-Field Health Products	AQTC8035	\$92.06
87	ALCOHOL PREP PAD, MED.	BX	200	3,616	KENDALL	5150	\$1.43
89	ELECT THRM PROBE CVR LF	BX	250	683	FIRST MEDICAL	492113K	\$7.10
91	DISTILLED WATER, GALLON	EA	1	6,420	MAGNETIC SPRING WATER	1000006	\$0.90
95	ACCUCK COMFORT CRV STR	BX	50	138	Roche Diagnostics Corp	2030373	\$35.51
98	TRACH CARE TRAY	CS	20	206	AMSINO	AS860	\$20.72

99	GAUZE SPONGE 4" X 4" 16-PLY NS	BG	200	1,200	KENDALL	441216	\$2.99
100	ATTENDS BRIEF 10 MEDIUM	CS	96	159	Paper-Pak Products	24885	\$30.53
104	ADULT FOLDING WALKER DUAL RELEASE 3IN FIXED WHEELS	CS	4	9	DRIVE MEDICAL	10206-2	\$138.86
110	CAN SYS SEP2 W TUB 1200CC	CS	48	35	Bemis Health Care	485410	\$152.96
111	FACIAL TISSUE, 2-PLY, FLAT DISPENSER BOX	BX	100	4,901	KIMBERLY-CLARK	21340	\$0.75
112	D DERM CGF EX THIN 2X4	BX	20	83	Convatec	187900	\$61.43
114	SECONDARY IV SET 32"W/CONV PIERCING PIN	CS	48	62	Hospira Worldwide	1195348	\$58.18
116	TRACH NECKBAND ADULT	BX	20	146	Pepper Medical	301	\$32.70
119	URETH CATH TRAY 14F VINYL STERILE W/LF GLOVES	CS	20	72	MENTOR	UT8140	\$40.23
120	LS SET VENT 100" 2CLAVE	CS	48	13	Hospira Worldwide	1196278	\$251.75
122	THERMOMETER PROBE COVER	BX	200	431	Welch Allyn	05074800	\$11.02
123	SECURA FLIP TOP TUBE PROTECTIVE OINT 2.47OZ	EA	1	2,376	FOUGERA	3504	\$1.55
127	ATTENDS BRIEF 8 (MED. 32"-44")	CS	96	156	PAPER PAK	BR0820	\$25.95
129	5LPM O2 CONCENTRATOR	EA	1	5	Invacare	IRC5LX02	\$667.80
130	20G X 1" MULTI-DRAW NEEDLE	CS	1000	30	EXEL	26501	\$69.91
132	EXAM GLOVES, P/F, VINYL, SM., 100/BOX	BX	100	665	INNOVATIVE HEALTHCARE/ABCO CORP.	161100	\$2.96
134	BARRIER SKIN STOMAHSIVE 4X4IN W/1.75IN FLNG OSTMY WF	BX	10	100	Convatec	125259	\$41.50
135	URINE DRAINAGE BG W/SPOUT ANTI-REFLUX CHMBR	BX	20	495	MENTOR	MENUB0500	\$2.54
136	SOFCARE HEELCARE BOOT	EA	1	184	Gaymar Industries	HCB2001	\$22.05
137	SAFETY SYR/NDL 3CC 23GX1	BX	100	224	Kendall Healthcare Co.	8881533338	\$18.92
138	TRACH INNER CANNULA SZ6	BX	10	90	Mallinckrodt Anesht Products	6DIC	\$38.69
139	UNISTIK 2 LANCET	BX	100	216	VITALCARE	24-081028	\$2.39
141	FRESHMINT CLEAR GEL TOOTHPASTE 2.75 OZ.	EA	1	3,132	NEW WORLD	CG275	\$0.51
145	ALIFE DRN PCH 12"	BX	10	121	Convatec	022771	\$31.68
151	EXAM GLOVE, NITRILE, P/F, MED, 100/BOX	BX	100	512	INNOVATIVE HEALTHCARE/ABCO CORP.	158200	\$5.14
152	GAUZE SPONGE 2"X2" 8-PLY STRL 2'S	BX	100	1,418	KENDALL	441211	\$1.00
153	ISAGEL HAND SANIT WIPES 2.5ML	BX	300	81	Coloplast Corp	1676	\$46.82
157	EUCERIN CREME JAR 16OZ	EA	1	310	IVAX PHARMACEUTICALS	507945	\$8.32
160	DRAINAGE BAG URINE 2000ML	CS	20	43	MENTOR	UB0450	\$65.24
162	CENTRAL LINE DRESS CHNG KT	CS	20	39	Medical Action Industries	262413	\$82.15
163	EXAM GLOVES, P/F, VINYL, LG., 100/BOX	BX	100	531	INNOVATIVE HEALTHCARE/ABCO CORP.	161300	\$2.96
165	DEXTROSE INJ 5% 150ML	CS	64	22	B.BRAUN	S5104-5264	\$88.88
166	METAMUCIL ORIG TXTR ORNG LAX 19OZ	EA	48	356	Amerisource Inc. Stock	2475242	\$5.51
167	MICROPORE SURGICAL TAPE 1"	BX	12	500	3M	1530-1	\$6.66
168	TRANQUILITY XL+ BARIATRIC BRIEF 64-84IN	CS	32	56	Principle Business Ent	2190	\$58.04
169	SURESTEP TEST STRIPS 2X25 BOTTLE	BX	50	76	Lifescan	10359	\$33.39
170	WINGS CHOICE BRIEF LARGE	CS	72	110	Kendall Healthcare Co.	60044	\$26.50
171	TRANSPORE SURGICAL TAPE 1"	BX	12	275	3M	1527-1	\$11.55
174	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	700	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$3.02
176	DISP. BATH MAT	CS	500	82	SPRINGPRINT	SL-25100J&B	\$44.47
178	ELECTROSURGICAL PENCIL, PUSH BUTTON DISP.	CS	50	8	AARON MEDICAL	ESP1	\$190.64
179	20" STANDARD WHEELCHAIR	EA	1	9	DRIVE MEDICAL	C320FBD	\$168.28
180	INDICATOR BIO ATTEST STEAM VACUUM ASSIST	BX	100	20	3M Medical Products	1262	\$149.20
182	SFIT CLOSE END PCH 2 1/4	BX	30	74	GENAIREX	400214	\$36.57
186	FRESHSCENT SHAVE CREAM 11 OZ.	EA	1	3,144	NEW WORLD	ASC11	\$0.93
187	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	69	KENDALL	1605	\$35.78
189	0.9% SODIUM CHLORIDE 500ML FOR IRRIGATION	CS	16	74	B.BRAUN	R5201-01	\$20.03
192	SURECARE PROT BRIEFS XLG TEAR-AWAY SIDES	CS	56	70	Kendall Healthcare Co.	1625	\$35.51
195	SECURECARE PROTECTIVE UNDERWEAR (LARGE 44"-54")	CS	72	1,815	KENDALL	1615	\$35.78
197	TUMS ANTACID TABLETS ASSORTED FLAVOR	EA	150	730	IVAX PHARMACEUTICALS	113920	\$2.23
198	ADHESIVE DERMABOND TOP SKIN 0.5ML GHG VSCSTY	BX	12	9	Ethicon	DHV12	\$313.60

200	PERIGUARD BARRIER OINT. 4 OZ.	EA	1	1,060	DERMARITE	204	\$1.91
202	NUTRITION RESOURCE 9.2G PACKETARGINAI D CHERRY	CS	56	66	Novartis Nutrition Corp	35984000	\$40.60
207	ATTEST BIOLOGICAL INDICATOR	BX	25	17	3M	1276	\$167.32
209	0.9% SODIUM CHLORIDE 1000ML FOR INJ.	BX	12	171	B.BRAUN	L8000	\$15.33
210	ACCESS EX TBL EMERALD	EA	1	2	The Brewer Company	500005	\$1,245.50
211	ACCESS EXAM TABLE 57.3X28X32 AZURE BLUE	EA	1	2	The Brewer Company	500007	\$1,245.50
215	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	404	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.96
216	STOMAHESIVE PASTE 2OZ	EA	1	299	GENAIREX	200000	\$6.78
218	3CC 21G X 1"	BX	50	55	KENDALL	8881833110	\$13.62
219	T-PUMP FOR TP K-PADS	EA	1	7	Gaymar Industries	TP500	\$355.10
220	VITAMIN A&D 5G OINTMENT FOILPK	BX	144	253	NDC/Abco Dealers Inc.	03545	\$8.90
221	TENS ELECTRODE 2.25X2.5IN SELF-ADHERING	BG	40	156	Uni-Patch	634/40	\$17.12
222	500ML STERILE WATER FOR IRRIGATION	CS	16	71	B.BRAUN	R5001-01	\$24.22
224	PREMIUM ADULT WIPES, 9X13	CS	600	76	INNOVATIVE HEALTHCARE/ABCO CORP.	80-301	\$17.70
227	0.9% SODIUM CHLORIDE 500ML FOR IRRIGATION	CS	16	116	B.BRAUN	R5201-01	\$18.82
229	EAKIN COHESIVE SEAL 2"	BX	20	28	Convatec	839002	\$83.85
231	URINARY 28OZ LARGE LEG BAG W/STRAPS 18IN TUBING	BX	1	41	MENTOR	9007	\$3.87
234	SUTURE 2-0 ETHIBOND MO-6 GREEN BRAIDED 8-18 IN 45C	BX	12	8	Ethicon	CX46D	\$337.61
235	STAYFREE SUPER MAXIPADS 12X24 W/ADHESIVE STRIP	BG	24	531	Amerisource Inc. Stock	3967619	\$4.08
236	POLIGRIP DENTURE ADHESIVE CREAM 1.4OZ	EA	1	883	DONOVAN	DA2	\$2.49
240	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	500	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$3.02
241	TLC HOSPITAL BATH 8OZ	CS	48	54	DONOVAN	MS08	\$26.50
243	9.2G PACKETARGINAI D ORANGE	CS	56	53	Novartis Nutrition Corp	35983000	\$41.50
244	EXAM GLOVE, NITRILE, P/F, SM, 100/BOX	BX	100	312	INNOVATIVE HEALTHCARE	158100	\$5.14
245	INSULIN SAFETY 1/2CC 29G X .5"	BX	100	63	KENDALL	8881511136	\$24.54
246	SINGLE PORT MANIFOLD	BX	20	7	Stryker Instruments	0700-015-000	\$320.12
247	BABY POWDER CORNSTARCH 4OZ	CS	48	59	DONOVAN	BP35	\$26.45
248	3/4 OZ. SOUFFLE CUP	CS	5000	68	DYNAREX	4242	\$29.15
249	POLYSKIN TRANSPARENT ADH DRESSING 6" X 8"	BX	10	71	KENDALL	6642	\$22.31
250	KANGAROO ENTERAL FEEDING PUMP	CS	30	26	KENDALL	8884702005	\$76.85
251	NITRILE EXAM GLOVES - X-SMALL	BX	250		KIMBERLY CLARK	52816	\$13.65
252	NITRILE EXAM GLOVES - SMALL	BX	250		KIMBERLY CLARK	52817	\$13.65
253	NITRILE EXAM GLOVES - MEDIUM	BX	250		KIMBERLY CLARK	52818	\$13.65
254	NITRILE EXAM GLOVES - LARGE	BX	250		KIMBERLY CLARK	52819	\$13.65
255	NITRILE EXAM GLOVES - X-LARGE	BX	250		KIMBERLY CLARK	52820	\$13.65

**Total Estimated Contract Value: \$884,804.51**

**No. of Items: 127**

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

November 19, 2009

**CHANGE NOTICE NO. 5**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 360-9977</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Sue Cieciva (517) 373-0301 <b>Medical Supplies - Statewide</b>		
CONTRACT PERIOD: From: <b>March 1, 2007</b>		To: <b>February 28, 2010</b>
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective immediately, the following items are hereby ADDED to this contract:

Item No.	Product Description	Manufacturer/Brand	SKU	Unit Cost/Box (250ea/Box)
251	Nitrile Exam Gloves – X-Small	Kimberly Clark, KC100 Lavender	52816	\$13.65
252	Nitrile Exam Gloves - Small	Kimberly Clark, KC100 Lavender	52817	\$13.65
253	Nitrile Exam Gloves – Medium	Kimberly Clark, KC100 Lavender	52818	\$13.65
254	Nitrile Exam Gloves - Large	Kimberly Clark, KC100 Lavender	52819	\$13.65
255	Nitrile Exam Gloves – X-Large	Kimberly Clark, KC100 Lavender	52820	\$13.65

A revised Item Listing/Pricing Page is attached. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

Per agency request by email dated November 5, 2009, vendor proposal dated November 5, 2009 and DMB, Purchasing Operations approval.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$884,804.51**

Line No.	Product Description	Unit of Measure (UOM)	Quantity Per UOM	Est. Annual Quantity	Manufacturer	SKU	Unit Cost
1	EXM GLV NTRL LF PF 9.5 LG	BX	150	21,747	Kimberly Clark	55088	\$8.56
3	EXM GLV NTRL LF PF 9.5 MD	BX	150	15,622	Kimberly Clark	55087	\$8.56
9	GARDS MAXIPAD REGULAR	CS	360	2,396	Hospital Specialty Co. 10	00310	\$22.37
10	THERASENSE STRIP NFR	BX	100	926	Invacare Supply Group	42001	\$55.33
12	BARIATRIC BED, FULL-ELECTRIC, 600 LB CAPACITY	EA	1	24	Drive Medical	15300	\$1,250.80
18	EXM GLV NTRL LF PF 9.5 XL	BX	150	6,482	Kimberly Clark	55089	\$7.98
20	EXM GLV NTRL LF PF 9.5 SM	BX	150	2,999	Kimberly Clark	55086	\$8.56
22	DERMAKLEEN SOAP, W/ TRICLOSAN 800ML	EA	1	4,200	Dermarite	0090BB	\$2.96
25	MESH LARGE PROLENE PRE-SHAPED 2.4x5.4IN KEYHOLE	BX	6	23	Ethicon	PMLK	\$714.39
32	FLEXIFLO EASY FD GRVTY	CS	30	162	Kendall	8884703904	\$51.78
33	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	521	Kendall	1605	\$35.78
35	GENTLE RAIN SHMP/SKN CLEAN 4OZ	CS	36	343	Coloplast Corp	1701	\$36.73
37	MEDICINE CUP, 1 OZ. POLY	TB	100	22,034	Dynarex	4252	\$0.60
38	GLUCOMETER ELITE TST STRP	EA	50	301	Bayer Corp (Diagnostic)	3873	\$31.27
43	LS VIAL ADAPTER W/CLAVE	CS	50	77	Hospira Worldwide	1200701	\$139.92
46	TB SFTY 1CC SYR/NDL 28GX0.5IN	BX	100	450	Kendall Healthcare Co.	8881511201	\$23.48
47	SYRINGE 60CC CATH TIP ST	BX	20	1,097	Kendall Healthcare Co.	8881560141	\$7.84
48	CLOUD 9 ABSORBENT FLOORMAT	EA	1	46	Smith & Nephew Endoscopy	7209461	\$210.89
50	INS 1CC SYR/NDL 28GX0.5IN	BX	100	1,306	Kendall Healthcare Co.	8881501210	\$7.95
51	PREMIUM ADULT WIPES, 9X13	CS	600	300	INNOVATIVE HEALTHCARE/ABCO CORP.	80-301	\$17.70
53	SHR 511136 INS SFTY .5CSYR/NDL 29X.5	BX	100	355	Kendall Healthcare Co.	8881511136	\$23.48
54	ELECTROTHERAPY STMLTR SPECTRUM II TENS UNIT W/CASE	EA	1	69	ESSENTIAL MEDICAL	S1000	\$70.49
58	3-N-1 CLEANSING FOAM 8 OZ.	EA	1	1,428	DERMARITE	00190	\$3.60
59	THERASENSE LANCETS FREESTYLE LANCING DVC	BX	100	220	VITALCARE	24-081028	\$2.39
60	GAUZE SPONGE 4X4" 12PLY STL 25X2'S PEEL BACK PACK	BX	50	2,915	Kendall Healthcare Co.	3033	\$2.92
64	SODIUM CHLORIDE 0.9% 100ML	CS	64	56	B.BRAUN	S8004-5264	\$88.88
65	FIBERSOURCE 183120 LACTOSE FREE 1.5L	CS	6	200	Novartis Nutrition Corp	183120	\$28.89
67	TUBERCULIN 26G X .5	BX	100	1,000	EXEL	26043	\$7.95
70	URETHRAL CATHETER 14FR VINYL 2 EYES STERILE	CS	30	54	MENTOR CORP.	414	\$23.06
71	EXAM GLOVES, P/F, VINYL, LRG, PWD, 100/BOX	BX	100	1,861	INNOVATIVE HEALTHCARE/ABCO CORP.	119300	\$2.92
72	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	1,159	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.96
73	RAINDROP NEBULIZER ADLT MSK 7FT	CS	50	56	SUNRISE MEDICAL	4650D-621	\$68.64
77	ACCK COM CRV STRP HOSP	BX	50	168	Roche Diagnostics Corp	2030365	\$33.76
78	ULTRACLAVE STERILIZER M9 AUTO CHMBR 9X15IN	EA	1	2	Midmark Corp	M9022	\$3,286.00
81	MALE ADAPT CLAVE PRT LL	CS	100	30	Hospira Worldwide	1195601	\$139.39
84	TENDERCLOUD MATTRESS	CS	4	52	Graham-Field Health Products	AQTC8035	\$92.06
87	ALCOHOL PREP PAD, MED.	BX	200	3,616	KENDALL	5150	\$1.43
89	ELECT THRM PROBE CVR LF	BX	250	683	FIRST MEDICAL	492113K	\$7.10
91	DISTILLED WATER, GALLON	EA	1	6,420	MAGNETIC SPRING WATER	1000006	\$0.90
95	ACCUCK COMFORT CRV STR	BX	50	138	Roche Diagnostics Corp	2030373	\$35.51
98	TRACH CARE TRAY	CS	20	206	AMSINO	AS860	\$20.72

99	GAUZE SPONGE 4" X 4" 16-PLY NS	BG	200	1,200	KENDALL	441216	\$2.99
100	ATTENDS BRIEF 10 MEDIUM	CS	96	159	Paper-Pak Products	24885	\$30.53
104	ADULT FOLDING WALKER DUAL RELEASE 3IN FIXED WHEELS	CS	4	9	DRIVE MEDICAL	10206-2	\$138.86
110	CAN SYS SEP2 W TUB 1200CC	CS	48	35	Bemis Health Care	485410	\$152.96
111	FACIAL TISSUE, 2-PLY, FLAT DISPENSER BOX	BX	100	4,901	KIMBERLY-CLARK	21340	\$0.75
112	D DERM CGF EX THIN 2X4	BX	20	83	Convatec	187900	\$61.43
114	SECONDARY IV SET 32"W/CONV PIERCING PIN	CS	48	62	Hospira Worldwide	1195348	\$58.18
116	TRACH NECKBAND ADULT	BX	20	146	Pepper Medical	301	\$32.70
119	URETH CATH TRAY 14F VINYL STERILE W/LF GLOVES	CS	20	72	MENTOR	UT8140	\$40.23
120	LS SET VENT 100" 2CLAVE	CS	48	13	Hospira Worldwide	1196278	\$251.75
122	THERMOMETER PROBE COVER	BX	200	431	Welch Allyn	05074800	\$11.02
123	SECURA FLIP TOP TUBE PROTECTIVE OINT 2.47OZ	EA	1	2,376	FOUGERA	3504	\$1.55
127	ATTENDS BRIEF 8 (MED. 32"-44")	CS	96	156	PAPER PAK	BR0820	\$25.95
129	5LPM O2 CONCENTRATOR	EA	1	5	Invacare	IRC5LX02	\$667.80
130	20G X 1" MULTI-DRAW NEEDLE	CS	1000	30	EXEL	26501	\$69.91
132	EXAM GLOVES, P/F, VINYL, SM., 100/BOX	BX	100	665	INNOVATIVE HEALTHCARE/ABCO CORP.	161100	\$2.96
134	BARRIER SKIN STOMAHSIVE 4X4IN W/1.75IN FLNG OSTMY WF	BX	10	100	Convatec	125259	\$41.50
135	URINE DRAINAGE BG W/SPOUT ANTI-REFLUX CHMBR	BX	20	495	MENTOR	MENUB0500	\$2.54
136	SOFCARE HEELCARE BOOT	EA	1	184	Gaymar Industries	HCB2001	\$22.05
137	SAFETY SYR/NDL 3CC 23GX1	BX	100	224	Kendall Healthcare Co.	8881533338	\$18.92
138	TRACH INNER CANNULA SZ6	BX	10	90	Mallinckrodt Anesht Products	6DIC	\$38.69
139	UNISTIK 2 LANCET	BX	100	216	VITALCARE	24-081028	\$2.39
141	FRESHMINT CLEAR GEL TOOTHPASTE 2.75 OZ.	EA	1	3,132	NEW WORLD	CG275	\$0.51
145	ALIFE DRN PCH 12"	BX	10	121	Convatec	022771	\$31.68
151	EXAM GLOVE, NITRILE, P/F, MED, 100/BOX	BX	100	512	INNOVATIVE HEALTHCARE/ABCO CORP.	158200	\$5.14
152	GAUZE SPONGE 2"X2" 8-PLY STRL 2'S	BX	100	1,418	KENDALL	441211	\$1.00
153	ISAGEL HAND SANIT WIPES 2.5ML	BX	300	81	Coloplast Corp	1676	\$46.82
157	EUCERIN CREME JAR 16OZ	EA	1	310	IVAX PHARMACEUTICALS	507945	\$8.32
160	DRAINAGE BAG URINE 2000ML	CS	20	43	MENTOR	UB0450	\$65.24
162	CENTRAL LINE DRESS CHNG KT	CS	20	39	Medical Action Industries	262413	\$82.15
163	EXAM GLOVES, P/F, VINYL, LG., 100/BOX	BX	100	531	INNOVATIVE HEALTHCARE/ABCO CORP.	161300	\$2.96
165	DEXTROSE INJ 5% 150ML	CS	64	22	B.BRAUN	S5104-5264	\$88.88
166	METAMUCIL ORIG TXTR ORNG LAX 19OZ	EA	48	356	Amerisource Inc. Stock	2475242	\$5.51
167	MICROPORE SURGICAL TAPE 1"	BX	12	500	3M	1530-1	\$6.66
168	TRANQUILITY XL+ BARIATRIC BRIEF 64-84IN	CS	32	56	Principle Business Ent	2190	\$58.04
169	SURESTEP TEST STRIPS 2X25 BOTTLE	BX	50	76	Lifescan	10359	\$33.39
170	WINGS CHOICE BRIEF LARGE	CS	72	110	Kendall Healthcare Co.	60044	\$26.50
171	TRANSPORE SURGICAL TAPE 1"	BX	12	275	3M	1527-1	\$11.55
174	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	700	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$3.02
176	DISP. BATH MAT	CS	500	82	SPRINGPRINT	SL-25100J&B	\$44.47
178	ELECTROSURGICAL PENCIL, PUSH BUTTON DISP.	CS	50	8	AARON MEDICAL	ESP1	\$190.64
179	20" STANDARD WHEELCHAIR	EA	1	9	DRIVE MEDICAL	C320FBD	\$168.28
180	INDICATOR BIO ATTEST STEAM VACUUM ASSIST	BX	100	20	3M Medical Products	1262	\$149.20
182	SFIT CLOSE END PCH 2 1/4	BX	30	74	GENAIREX	400214	\$36.57
186	FRESHSCENT SHAVE CREAM 11 OZ.	EA	1	3,144	NEW WORLD	ASC11	\$0.93
187	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	69	KENDALL	1605	\$35.78
189	0.9% SODIUM CHLORIDE 500ML FOR IRRIGATION	CS	16	74	B.BRAUN	R5201-01	\$20.03
192	SURECARE PROT BRIEFS XLG TEAR-AWAY SIDES	CS	56	70	Kendall Healthcare Co.	1625	\$35.51
195	SECURECARE PROTECTIVE UNDERWEAR (LARGE 44"-54")	CS	72	1,815	KENDALL	1615	\$35.78
197	TUMS ANTACID TABLETS ASSORTED FLAVOR	EA	150	730	IVAX PHARMACEUTICALS	113920	\$2.23
198	ADHESIVE DERMABOND TOP SKIN 0.5ML GHV VSCSTY	BX	12	9	Ethicon	DHV12	\$313.60

200	PERIGUARD BARRIER OINT. 4 OZ.	EA	1	1,060	DERMARITE	204	\$1.91
202	NUTRITION RESOURCE 9.2G PACKETARGINAIID CHERRY	CS	56	66	Novartis Nutrition Corp	35984000	\$40.60
207	ATTEST BIOLOGICAL INDICATOR	BX	25	17	3M	1276	\$167.32
209	0.9% SODIUM CHLORIDE 1000ML FOR INJ.	BX	12	171	B.BRAUN	L8000	\$15.33
210	ACCESS EX TBL EMERALD	EA	1	2	The Brewer Company	500005	\$1,245.50
211	ACCESS EXAM TABLE 57.3X28X32 AZURE BLUE	EA	1	2	The Brewer Company	500007	\$1,245.50
215	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	404	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.96
216	STOMAHESIVE PASTE 2OZ	EA	1	299	GENAIREX	200000	\$6.78
218	3CC 21G X 1"	BX	50	55	KENDALL	8881833110	\$13.62
219	T-PUMP FOR TP K-PADS	EA	1	7	Gaymar Industries	TP500	\$355.10
220	VITAMIN A&D 5G OINTMENT FOILPK	BX	144	253	NDC/Abco Dealers Inc.	03545	\$8.90
221	TENS ELECTRODE 2.25X2.5IN SELF-ADHERING	BG	40	156	Uni-Patch	634/40	\$17.12
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236	POLIGRIP DENTURE ADHESIVE CREAM 1.4OZ	EA	1	883	DONOVAN	DA2	\$2.49
240	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	500	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$3.02
241	TLC HOSPITAL BATH 8OZ	CS	48	54	DONOVAN	MS08	\$26.50
243	9.2G PACKETARGINAIID ORANGE	CS	56	53	Novartis Nutrition Corp	35983000	\$41.50
244	EXAM GLOVE, NITRILE, P/F, SM, 100/BOX	BX	100	312	INNOVATIVE HEALTHCARE	158100	\$5.14
245	INSULIN SAFETY 1/2CC 29G X .5"	BX	100	63	KENDALL	8881511136	\$24.54
246	SINGLE PORT MANIFOLD	BX	20	7	Stryker Instruments	0700-015-000	\$320.12
247	BABY POWDER CORNSTARCH 4OZ	CS	48	59	DONOVAN	BP35	\$26.45
248	3/4 OZ. SOUFFLE CUP	CS	5000	68	DYNAREX	4242	\$29.15
249	POLYSKIN TRANSPARENT ADH DRESSING 6" X 8"	BX	10	71	KENDALL	6642	\$22.31
250	KANGAROO ENTERAL FEEDING PUMP	CS	30	26	KENDALL	8884702005	\$76.85
251	NITRILE EXAM GLOVES - X-SMALL	BX	250		KIMBERLY CLARK	52816	\$13.65
252	NITRILE EXAM GLOVES - SMALL	BX	250		KIMBERLY CLARK	52817	\$13.65
253	NITRILE EXAM GLOVES - MEDIUM	BX	250		KIMBERLY CLARK	52818	\$13.65
254	NITRILE EXAM GLOVES - LARGE	BX	250		KIMBERLY CLARK	52819	\$13.65
255	NITRILE EXAM GLOVES - X-LARGE	BX	250		KIMBERLY CLARK	52820	\$13.65

Total Estimated Contract Value: **\$884,804.51**  
No. of Items: **127**

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 13, 2009

**CHANGE NOTICE NO. 3**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 360-9977</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Laura Gyorkos (517) 373-1455 <b>Medical Supplies - Statewide</b>		
CONTRACT PERIOD: From: <b>March 1, 2007</b>		To: <b>February 28, 2010</b>
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**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.**

**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 December 5, 2008 and State Administrative Board approval on February 10, 2009.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$884,804.51**

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

November 24, 2008

**CHANGE NOTICE NO. 3**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 360-9977</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Laura Gyorkos (517) 373-1455 <b>Medical Supplies - Statewide</b>		
CONTRACT PERIOD: From: <b>March 1, 2007</b>		To: <b>February 28, 2009</b>
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective December 1, 2008, the Kimberly Clark purple nitrile exam gloves (100/box) are hereby replaced with Kimberly Clark Sterling nitrile exam gloves (150/box), as follows:

<u>Line No.</u>	<u>Product Description</u>	<u>Manufacturer /Brand</u>	<u>SKU</u>	<u>Unit Cost/Box</u>
1	Nitrile Gloves - Large	Kimberly Clark, Sterling	55088	\$8.56
3	Nitrile Gloves - Medium	Kimberly Clark, Sterling	55087	\$8.56
18	Nitrile Gloves - X-Large	Kimberly Clark, Sterling	55089	\$7.98
20	Nitrile Gloves - Small	Kimberly Clark, Sterling	55086	\$8.56

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

**AUTHORITY/REASON:**

Per vendor request (Loren Bennett) by email dated November 13, 2008 and DMB, Purchasing Operations approval.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$884,804.51**

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**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 360-9977</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Laura Gyorkos (517) 373-1455 <b>Medical Supplies - Statewide</b>		
CONTRACT PERIOD: From: <b>March 1, 2007</b>		To: <b>February 28, 2009</b>
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

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

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

**AUTHORITY/REASON:**

**Per DMB Purchasing Operations request by letter dated December 17, 2007, vendor agreement (Julian Shaya) by letter dated December 17, 2007 and State Administrative Board approval on February 19, 2008.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$884,804.51**

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**  
**OF**  
**CONTRACT NO. 071B7200163**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 360-9977</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Laura Gyorkos (517) 373-1455 <b>Medical Supplies - Statewide</b>		
CONTRACT PERIOD: From: <b>March 1, 2007</b>		To: <b>February 28, 2009</b>
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

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

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

**AUTHORITY/REASON:**

**Per DMB Purchasing Operations request by letter dated December 17, 2007, vendor agreement (Julian Shaya) by letter dated December 17, 2007 and State Administrative Board approval on February 19, 2008.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$884,804.51**

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 28, 2007

CHANGE NOTICE NO. 1  
OF  
CONTRACT NO. 071B7200163  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 360-9977</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE <b>(2) 38-3271174 (003)</b>
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
		Contract Administrator: Laura Gyorkos (517) 373-1455 <b>Medical Supplies - Statewide</b>
CONTRACT PERIOD: From: <b>March 1, 2007</b>		To: <b>February 28, 2008</b>
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Correction to the Contract number located in the header of the Contract for pages 3 through 41.

Contract number corrected (Change from 071B7200162 to 071B7200163).

AUTHORITY/REASON:

Per DMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE: \$884,804.51

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. 071B7200163  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 360-9977</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE <b>(2) 38-3271174 (003)</b>
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
		Contract Administrator: Laura Gyorkos (517) 373-1455 <b>Medical Supplies - Statewide</b>
CONTRACT PERIOD: From: <b>March 1, 2007</b>		To: <b>February 28, 2008</b>
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

The terms and conditions of this Contract are those of [ITB #07116200119](#), this Contract Agreement and the vendor's quote dated March 8, 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: \$884,804.51**

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. 071B7200163  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 360-9977</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE <b>(2) 38-3271174 (003)</b>
		BUYER (517) 373-0301 <b>Sue Cieciva</b>
		Contract Administrator: Laura Gyorkos (517) 373-1455 <b>Medical Supplies - Statewide</b>
CONTRACT PERIOD: From: <b>March 1, 2007</b> To: <b>February 28, 2008</b>		
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION: <b>THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.</b>  The terms and conditions of this Contract are those of <b>ITB #07116200119</b> , this Contract Agreement and the vendor's quote dated March 8, 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.  <b>Estimated Contract Value: \$884,804.51</b>		

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 07116200119**. 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.

<b>FOR THE VENDOR:</b>	<b>FOR THE STATE:</b>
<b>J &amp; B Medical Supply Inc.</b>	Signature
Firm Name	<b>Jeffrey A. White, Buyer Manager</b>
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	<b>Commodities Division, Purchasing Operations</b>
Date	Division
	Date



**STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS**

**Contract No. [071B7200163](#)**

**[Medical Supplies - Statewide](#)**

**Buyer Name: [Sue Ciecwa](#)  
Telephone Number: (517) 373-0301  
E-Mail Address: [CiecwaS@michigan.gov](mailto:CiecwaS@michigan.gov)**



Medical Supplies - Statewide

**Article 1 – Statement of Work (SOW)..... 8**

    1.0 Project Identification ..... 8

    1.1 Product Quality ..... 8

    1.2 Service Capabilities ..... 9

    1.3 Delivery Capabilities..... 12

    1.4 Project Price ..... 14

    1.5 Quantity Term..... 16

**Article 2 – General Terms and Conditions ..... 18**

    2.0 Introduction ..... 18

        2.001 GENERAL PURPOSE..... 18

        2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR ..... 18

        2.003 NOTICE ..... 18

        2.004 CONTRACT TERM ..... 19

        2.005 GOVERNING LAW..... 19

        2.006 APPLICABLE STATUTES..... 19

        2.007 RELATIONSHIP OF THE PARTIES ..... 20

        2.008 HEADINGS ..... 20

        2.009 MERGER ..... 20

        2.010 SEVERABILITY..... 20

        2.011 SURVIVORSHIP..... 20

        2.012 NO WAIVER OF DEFAULT ..... 20

        2.013 PURCHASE ORDERS ..... 20

    2.1 Contractor/Contractor Obligations ..... 21

        2.101 ACCOUNTING RECORDS ..... 21

        2.102 NOTIFICATION OF OWNERSHIP ..... 21

        2.103 RESERVED ..... 21

        2.104 RESERVED ..... 21

        2.105 RESERVED ..... 21

        2.106 PREVAILING WAGE-RESERVED..... 21

        2.107 PAYROLL AND BASIC RECORDS-RESERVED ..... 21

        2.108 COMPETITION IN SUB-CONTRACTING-RESERVED..... 21

        2.109 CALL CENTER DISCLOSURE..... 22

    2.2 Contract Performance ..... 22

        2.201 TIME IS OF THE ESSENCE ..... 22

        2.202 CONTRACT PAYMENT SCHEDULE ..... 22

        2.203 RESERVED ..... 22

        2.204 RESERVED ..... 22

        2.205 ELECTRONIC PAYMENT REQUIREMENT ..... 22

        2.206 RESERVED ..... 22

    2.3 Contract Rights and Obligations ..... 22

        2.301 INCURRING COSTS ..... 22

        2.302 CONTRACTOR RESPONSIBILITIES..... 22

        2.303 ASSIGNMENT AND DELEGATION ..... 23

        2.304 TAXES ..... 23

        2.305 INDEMNIFICATION..... 23

        2.306 LIMITATION OF LIABILITY - RESERVED..... 26

        2.307 CONTRACT DISTRIBUTION ..... 26

        2.308 RESERVED ..... 26

        2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION..... 26

        2.310 RESERVED ..... 26

        2.311 TRANSITION ASSISTANCE..... 26

        2.312 RESERVED ..... 26

        2.313 RESERVED ..... 26

        2.314 WEBSITE INCORPORATION..... 26

    2.4 Contract Review and Evaluation..... 27



2.401 CONTRACT COMPLIANCE INSPECTOR ..... 27  
2.402 PERFORMANCE REVIEWS ..... 27  
2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS..... 28  
2.5 *Quality and Warranties*..... 28  
2.501 PROHIBITED PRODUCTS ..... 28  
2.502 QUALITY ASSURANCE ..... 28  
2.503 INSPECTION ..... 28  
2.504 GENERAL WARRANTIES (goods)..... 28  
2.505 CONTRACTOR WARRANTIES..... 29  
2.507 RESERVED ..... 30  
2.508 RESERVED ..... 30  
2.601 BREACH DEFINED..... 30  
2.602 NOTICE AND THE RIGHT TO CURE..... 30  
2.603 EXCUSABLE FAILURE ..... 30  
2.7 *Remedies*..... 31  
2.701 CANCELLATION..... 31  
2.702 RIGHTS UPON CANCELLATION ..... 32  
2.703 RESERVED ..... 32  
2.704 RESERVED ..... 32  
2.705 SUSPENSION OF WORK..... 33  
2.8 *Changes, Modifications, and Amendments* ..... 33  
2.801 APPROVALS..... 33  
2.802 TIME EXTENSIONS - RESERVED ..... 33  
2.803 MODIFICATION..... 33  
2.804 AUDIT AND RECORDS UPON MODIFICATION ..... 34  
2.805 CHANGES ..... 34

**Attachments**

- State Agency Procurement List
- Appendix A – Item Listing/Pricing Page
- Appendix B – Additional Items – Markup Cost Sheet



## **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

The Contractor shall explore new product development and research to stay current with ongoing demands. The Contractor has a full-time medical director on staff that constantly ensures that products are meeting or exceeding the needs of the State agencies.

## 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 or quality related issues should be reported to the Contractor to facilitate repair or replacement of the product. In addition, the Contractor is partnered with Siemens Corporation to provide any medical repairs on equipment throughout the State.

### 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.

### **Customer Service Contacts:**

Chris Respondek, Customer Service Representative  
Beth Shollenberger, Account Sales Representative

Phone: (800) 980-0047

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**

### Trade-In Programs

At times, certain manufacturers will allow trade-ins on equipment and Contractor will facilitate the exchange.

### Specials/Promotions

In the event of manufacturers' specials or promotions, Contractor's sales representative will present these options to the Contract Administrator.

## **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 15<sup>th</sup> 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 15<sup>th</sup> 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.

##### Quick Ship Program

Contractor offers a quick ship program which provides one day (next day) delivery. In order to facilitate the quick ship program, State agencies shall accurately communicate the supplies and quantities that they will normally order. The Contractor will pre-order the supplies in order to have sufficient inventory on hand at Contractor's warehouse.

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).

.5% 10 Days

.35% 15 Days

.25% 20 Days

.1% 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 being 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](mailto: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](http://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 Ciecwiwa, Buyer Specialist  
DMB, Purchasing Operations  
530 West Allegan Street, 2<sup>nd</sup> Floor  
P O Box 30026  
Lansing, MI 48909  
(517) 373-0301  
[ciecwas@michigan.gov](mailto:ciecwas@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. Insurance

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

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

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

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

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

See [www.michigan.gov/cis](http://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**

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

**DEPARTMENT OF CORRECTIONS**

<b>AGENCY AND ADDRESS</b>	<b>CONTACT</b>	<b>TELEPHONE</b>
<b>Department of Corrections, Central Office Procurement</b> 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
<b>Alger Maximum Correctional Facility</b> P.O. Box 600 Munising, MI 49862	Barb Beacham Ext. 1144	(906) 387-5000
<b>Baraga Maximum Correctional Facility</b> 301 Wadaga Rd. Baraga, MI 49908	Dawn VanWagner Ext. 1152	(906) 353-7070



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



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



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

**DEPARTMENT OF EDUCATION**

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

**DEPARTMENT OF HUMAN SERVICES**

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



<b>MAXEY TRAINING SCHOOL</b> 9036 E. M-36 Whitmore Lake, MI 48189	Gary Rose, Business Manager (734) 449-3032	Phone: (734) 449-3004 Fax: (734) 449-3003
<b>NOKOMIS CENTER</b> 6300 S. Reserve Road Prudenville, MI 48651	Diane Skop, Business Manager	Phone: (989) 366-5368 or (800) 622-0993 Fax: (989) 366-8820
<b>PARMENTER HOUSE</b> 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
<b>PINE LODGE CENTER</b> 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
<b>SHAWONO CENTER</b> 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**

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

**DEPARTMENT OF MILITARY & VETERANS AFFAIRS**

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



**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 6.5%**

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

**PER ITEM 9%**

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

**PER ITEM 13%**

4. FOR DELIVERY TO INDIVIDUAL BUILDINGS WITHIN A FACILITY.

**PER ITEM 10.5%**

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

**PRICE PER DELIVERY \$105.00**



J & B Medical Supply Company, Inc.  
 Contract No. 071B7200163  
 Medical Supplies  
 Item Listing/Pricing Page

Line No.	Product Description	Unit of Measure (UOM)	Quantity Per UOM	Est. Annual Quantity	Manufacturer	SKU	Unit Cost
1	EXM GLV NTRL LF PF 9.5 LG	BX	100	21,747	Kimberly Clark	55083	\$5.72
3	EXM GLV NTRL LF PF 9.5 MD	BX	100	15,622	Kimberly Clark	55082	\$5.72
9	GARDS MAXIPAD REGULAR	CS	360	2,396	Hospital Specialty Co. 10	00310	\$22.37
10	THERASENSE STRIP NFR	BX	100	926	Invacare Supply Group	42001	\$55.33
12	BARIATRIC BED, FULL-ELECTRIC, 600 LB CAPACITY	EA	1	24	Drive Medical	15300	\$1,250.80
18	EXM GLV NTRL LF PF 9.5 XL	BX	90	6,482	Kimberly Clark	55084	\$5.72
20	EXM GLV NTRL LF PF 9.5 SM	BX	100	2,999	Kimberly Clark	55081	\$5.72
22	DERMAKLEEN SOAP, W/ TRICLOSAN 800ML	EA	1	4,200	Dermarite	0090BB	\$2.96
25	MESH LARGE PROLENE PRE-SHAPED 2.4x5.4IN KEYHOLE	BX	6	23	Ethicon	PMLK	\$714.39
32	FLEXIFLO EASY FD GRVTY	CS	30	162	Kendall	8884703904	\$51.78
33	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	521	Kendall	1605	\$35.78
35	GENTLE RAIN SHMP/SKN CLEAN 4OZ	CS	36	343	Coloplast Corp	1701	\$36.73
37	MEDICINE CUP, 1 OZ. POLY	TB	100	22,034	Dynarex	4252	\$0.60
38	GLUCOMETER ELITE TST STRP	EA	50	301	Bayer Corp (Diagnostic)	3873	\$31.27
43	LS VIAL ADAPTER W/CLAVE	CS	50	77	Hospira Worldwide	1200701	\$139.92
46	TB SFTY 1CC SYR/NDL 28GX0.5IN	BX	100	450	Kendall Healthcare Co.	8881511201	\$23.48
47	SYRINGE 60CC CATH TIP ST	BX	20	1,097	Kendall Healthcare Co.	8881560141	\$7.84
48	CLOUD 9 ABSORBENT FLOORMAT	EA	1	46	Smith & Nephew Endoscopy	7209461	\$210.89
50	INS 1CC SYR/NDL 28GX0.5IN	BX	100	1,306	Kendall Healthcare Co.	8881501210	\$7.95
51	PREMIUM ADULT WIPES, 9X13	CS	600	300	INNOVATIVE HEALTHCARE/ABCO CORP.	80-301	\$17.70
53	SHR 511136 INS SFTY .5CSYR/NDL 29X.5	BX	100	355	Kendall Healthcare Co.	8881511136	\$23.48
54	ELECTROTHERAPY STMLTR SPECTRUM II TENS UNIT W/CASE	EA	1	69	ESSENTIAL MEDICAL	S1000	\$70.49
58	3-N-1 CLEANSING FOAM 8 OZ.	EA	1	1,428	DERMARITE	00190	\$3.60
59	THERASENSE LANCETS FREESTYLE LANCING DVC	BX	100	220	VITALCARE	24-081028	\$2.39
60	GAUZE SPONGE 4X4" 12PLY STL 25X2'S PEEL BACK PACK	BX	50	2,915	Kendall Healthcare Co.	3033	\$2.92
64	SODIUM CHLORIDE 0.9% 100ML	CS	64	56	B.BRAUN	S8004-5264	\$88.88
65	FIBERSOURCE 183120 LACTOSE FREE 1.5L	CS	6	200	Novartis Nutrition Corp	183120	\$28.89
67	TUBERCULIN 26G X .5	BX	100	1,000	EXEL	26043	\$7.95
70	URETHRAL CATHETER 14FR VINYL 2 EYES STERILE	CS	30	54	MENTOR CORP.	414	\$23.06
71	EXAM GLOVES, P/F, VINYL, LRG, PWD, 100/BOX	BX	100	1,861	INNOVATIVE HEALTHCARE/ABCO CORP.	119300	\$2.92
72	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	1,159	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.96
73	RAINDROP NEBULIZER ADLT MSK 7FT	CS	50	56	SUNRISE MEDICAL	4650D-621	\$68.64
77	ACCK COM CRV STRP HOSP	BX	50	168	Roche Diagnostics Corp	2030365	\$33.76
78	ULTRACLAVE STERILIZER M9 AUTO CHMBR 9X15IN	EA	1	2	Midmark Corp	M9022	\$3,286.00
81	MALE ADAPT CLAVE PRT LL	CS	100	30	Hospira Worldwide	1195601	\$139.39
84	TENDERCLOUD MATTRESS	CS	4	52	Graham-Field Health Products	AQTC8035	\$92.06
87	ALCOHOL PREP PAD, MED.	BX	200	3,616	KENDALL	5150	\$1.43
89	ELECT THRM PROBE CVR LF	BX	250	683	FIRST MEDICAL	492113K	\$7.10
91	DISTILLED WATER, GALLON	EA	1	6,420	MAGNETIC SPRING WATER	1000006	\$0.90
95	ACCUCK COMFORT CRV STR	BX	50	138	Roche Diagnostics Corp	2030373	\$35.51



98	TRACH CARE TRAY	CS	20	206	AMSINO	AS860	\$20.72
99	GAUZE SPONGE 4" X 4" 16-PLY NS	BG	200	1,200	KENDALL	441216	\$2.99
100	ATTENDS BRIEF 10 MEDIUM	CS	96	159	Paper-Pak Products	24885	\$30.53
104	ADULT FOLDING WALKER DUAL RELEASE 3IN FIXED WHEELS	CS	4	9	DRIVE MEDICAL	10206-2	\$138.86
110	CAN SYS SEP2 W TUB 1200CC	CS	48	35	Bemis Health Care	485410	\$152.96
111	FACIAL TISSUE, 2-PLY, FLAT DISPENSER BOX	BX	100	4,901	KIMBERLY-CLARK	21340	\$0.75
112	D DERM CGF EX THIN 2X4	BX	20	83	Convatec	187900	\$61.43
114	SECONDARY IV SET 32"W/CONV PIERCING PIN	CS	48	62	Hospira Worldwide	1195348	\$58.18
116	TRACH NECKBAND ADULT	BX	20	146	Pepper Medical	301	\$32.70
119	URETH CATH TRAY 14F VINYL STERILE W/LF GLOVES	CS	20	72	MENTOR	UT8140	\$40.23
120	LS SET VENT 100" 2CLAVE	CS	48	13	Hospira Worldwide	1196278	\$251.75
122	THERMOMETER PROBE COVER	BX	200	431	Welch Allyn	05074800	\$11.02
123	SECURA FLIP TOP TUBE PROTECTIVE OINT 2.47OZ	EA	1	2,376	FOUGERA	3504	\$1.55
127	ATTENDS BRIEF 8 (MED. 32"-44")	CS	96	156	PAPER PAK	BR0820	\$25.95
129	5LPM O2 CONCENTRATOR	EA	1	5	Invacare	IRC5LX02	\$667.80
130	20G X 1" MULTI-DRAW NEEDLE	CS	1000	30	EXEL	26501	\$69.91
132	EXAM GLOVES, P/F, VINYL, SM., 100/BOX	BX	100	665	INNOVATIVE HEALTHCARE/ABCO CORP.	161100	\$2.96
134	BARRIER SKIN STOMAHESIVE 4X4IN W/1.75IN FLNG OSTMY WFF	BX	10	100	Convatec	125259	\$41.50
135	URINE DRAINAGE BG W/SPOUT ANTI-REFLUX CHMBR	BX	20	495	MENTOR	MENUB0500	\$2.54
136	SOFCARE HEELCARE BOOT	EA	1	184	Gaymar Industries	HCB2001	\$22.05
137	SAFETY SYR/NDL 3CC 23GX1	BX	100	224	Kendall Healthcare Co.	8881533338	\$18.92
138	TRACH INNER CANNULA SZ6	BX	10	90	Mallinckrodt Anesht Products	6DIC	\$38.69
139	UNISTIK 2 LANCET	BX	100	216	VITALCARE	24-081028	\$2.39
141	FRESHMINT CLEAR GEL TOOTHPASTE 2.75 OZ.	EA	1	3,132	NEW WORLD	CG275	\$0.51
145	ALIFE DRN PCH 12"	BX	10	121	Convatec	022771	\$31.68
151	EXAM GLOVE, NITRILE, P/F, MED, 100/BOX	BX	100	512	INNOVATIVE HEALTHCARE/ABCO CORP.	158200	\$5.14
152	GAUZE SPONGE 2"X2" 8-PLY STRL 2'S	BX	100	1,418	KENDALL	441211	\$1.00
153	ISAGEL HAND SANIT WIPES 2.5ML	BX	300	81	Coloplast Corp	1676	\$46.82
157	EUCERIN CREME JAR 16OZ	EA	1	310	IVAX PHARMACEUTICALS	507945	\$8.32
160	DRAINAGE BAG URINE 2000ML	CS	20	43	MENTOR	UB0450	\$65.24
162	CENTRAL LINE DRESS CHNG KT	CS	20	39	Medical Action Industries	262413	\$82.15
163	EXAM GLOVES, P/F, VINYL, LG., 100/BOX	BX	100	531	INNOVATIVE HEALTHCARE/ABCO CORP.	161300	\$2.96
165	DEXTROSE INJ 5% 150ML	CS	64	22	B.BRAUN	S5104-5264	\$88.88
166	METAMUCIL ORIG TXTR ORNG LAX 19OZ	EA	48	356	Amerisource Inc. Stock	2475242	\$5.51
167	MICROPORE SURGICAL TAPE 1"	BX	12	500	3M	1530-1	\$6.66
168	TRANQUILITY XL+ BARIATRIC BRIEF 64-84IN	CS	32	56	Principle Business Ent	2190	\$58.04
169	SURESTEP TEST STRIPS 2X25 BOTTLE	BX	50	76	Lifescan	10359	\$33.39
170	WINGS CHOICE BRIEF LARGE	CS	72	110	Kendall Healthcare Co.	60044	\$26.50
171	TRANSPORE SURGICAL TAPE 1"	BX	12	275	3M	1527-1	\$11.55
174	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	700	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$3.02
176	DISP. BATH MAT	CS	500	82	SPRINGPRINT	SL-25100J&B	\$44.47
178	ELECTROSURGICAL PENCIL, PUSH BUTTON DISP.	CS	50	8	AARON MEDICAL	ESP1	\$190.64
179	20" STANDARD WHEELCHAIR	EA	1	9	DRIVE MEDICAL	C320FBD	\$168.28
180	INDICATOR BIO ATTEST STEAM VACUUM ASSIST	BX	100	20	3M Medical Products	1262	\$149.20
182	SFIT CLOSE END PCH 2 1/4	BX	30	74	GENAIREX	400214	\$36.57
186	FRESHSCENT SHAVE CREAM 11 OZ.	EA	1	3,144	NEW WORLD	ASC11	\$0.93
187	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	69	KENDALL	1605	\$35.78
189	0.9% SODIUM CHLORIDE 500ML FOR IRRIGATION	CS	16	74	B.BRAUN	R5201-01	\$20.03
192	SURECARE PROT BRIEFS XLG TEAR-AWAY SIDES	CS	56	70	Kendall Healthcare Co.	1625	\$35.51
195	SECURECARE PROTECTIVE UNDERWEAR (LARGE 44"-54")	CS	72	1,815	KENDALL	1615	\$35.78



197	TUMS ANTACID TABLETS ASSORTED FLAVOR	EA	150	730	IVAX PHARMACEUTICALS	113920	\$2.23
198	ADHESIVE DERMABOND TOP SKIN 0.5ML HGH VSCSTY	BX	12	9	Ethicon	DHV12	\$313.60
200	PERIGUARD BARRIER OINT. 4 OZ.	EA	1	1,060	DERMARITE	204	\$1.91
202	NUTRITION RESOURCE 9,2G PACKETARGINAID CHERRY	CS	56	66	Novartis Nutrition Corp	35984000	\$40.60
207	ATTEST BIOLOGICAL INDICATOR	BX	25	17	3M	1276	\$167.32
209	0.9% SODIUM CHLORIDE 1000ML FOR INJ.	BX	12	171	B.BRAUN	L8000	\$15.33
210	ACCESS EX TBL EMERALD	EA	1	2	The Brewer Company	500005	\$1,245.50
211	ACCESS EXAM TABLE 57.3X28X32 AZURE BLUE	EA	1	2	The Brewer Company	500007	\$1,245.50
215	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	404	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.96
216	STOMAHESIVE PASTE 2OZ	EA	1	299	GENAIREX	200000	\$6.78
218	3CC 21G X 1"	BX	50	55	KENDALL	8881833110	\$13.62
219	T-PUMP FOR TP K-PADS	EA	1	7	Gaymar Industries	TP500	\$355.10
220	VITAMIN A&D 5G OINTMENT FOILPK	BX	144	253	NDC/Abco Dealers Inc.	03545	\$8.90
221	TENS ELECTRODE 2.25X2.5IN SELF-ADHERING	BG	40	156	Uni-Patch	634/40	\$17.12
222	500ML STERILE WATER FOR IRRIGATION	CS	16	71	B.BRAUN	R5001-01	\$24.22
224	PREMIUM ADULT WIPES, 9X13	CS	600	76	INNOVATIVE HEALTHCARE/ABCO CORP.	80-301	\$17.70
227	0.9% SODIUM CHLORIDE 500ML FOR IRRIGATION	CS	16	116	B.BRAUN	R5201-01	\$18.82
229	EAKIN COHESIVE SEAL 2"	BX	20	28	Convatec	839002	\$83.85
231	URINARY 28OZ LARGE LEG BAG W/STRAPS 18IN TUBING	BX	1	41	MENTOR	9007	\$3.87
234	SUTURE 2-0 ETHIBOND MO-6 GREEN BRAIDED 8-18 IN 45C	BX	12	8	Ethicon	CX46D	\$337.61
235	STAYFREE SUPER MAXIPADS 12X24 W/ADHESIVE STRIP	BG	24	531	Amerisource Inc. Stock	3967619	\$4.08
236	POLIGRIP DENTURE ADHESIVE CREAM 1.4OZ	EA	1	883	DONOVAN	DA2	\$2.49
240	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	500	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$3.02
241	TLC HOSPITAL BATH 8OZ	CS	48	54	DONOVAN	MS08	\$26.50
243	9.2G PACKETARGINAID ORANGE	CS	56	53	Novartis Nutrition Corp	35983000	\$41.50
244	EXAM GLOVE, NITRILE, P/F, SM, 100/BOX	BX	100	312	INNOVATIVE HEALTHCARE	158100	\$5.14
245	INSULIN SAFETY 1/2CC 29G X .5"	BX	100	63	KENDALL	8881511136	\$24.54
246	SINGLE PORT MANIFOLD	BX	20	7	Stryker Instruments	0700-015-000	\$320.12
247	BABY POWDER CORNSTARCH 4OZ	CS	48	59	DONOVAN	BP35	\$26.45
248	3/4 OZ. SOUFFLE CUP	CS	5000	68	DYNAREX	4242	\$29.15
249	POLYSKIN TRANSPARENT ADH DRESSING 6" X 8"	BX	10	71	KENDALL	6642	\$22.31
250	KANGAROO ENTERAL FEEDING PUMP	CS	30	26	KENDALL	8884702005	\$76.85

**Total Estimated Contract Value: \$884,804.51**  
**No. of Items: 122**

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. 071B7200163  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 360-9977</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>		VENDOR NUMBER/MAIL CODE
Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Laura Gyorkos (517) 373-1455 <b>Medical Supplies - Statewide</b>		
CONTRACT PERIOD: From: <b>March 1, 2007</b> To: <b>February 28, 2008</b>		
TERMS .5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	SHIPMENT <b>3 Business Days ARO</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION:		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

The terms and conditions of this Contract are those of [ITB #07116200119](#), this Contract Agreement and the vendor's quote dated March 8, 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: \$884,804.51**

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. 071B7200163  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR		TELEPHONE Julian Shaya <b>(248) 360-9977</b>
<b>J &amp; B Medical Supply Inc.</b> <b>50496 West Pontiac Trail</b> <b>Wixom, MI 48393</b>  Email: <a href="mailto:jshaya@jandbmedical.com">jshaya@jandbmedical.com</a>		VENDOR NUMBER/MAIL CODE
		BUYER (517) 373-0301 <b>Sue Cieciwa</b>
Contract Administrator: Laura Gyorkos (517) 373-1455 <b>Medical Supplies - Statewide</b>		
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.5% - 10 Days, .35% - 15 Days, .25% - 20 Days, .1% - 30 Days	3 Business Days ARO	
F.O.B.	SHIPPED FROM	
<b>Delivered</b>	<b>Wixom, MI</b>	
MINIMUM DELIVERY REQUIREMENTS <b>No Minimum Order Requirement.</b>		
MISCELLANEOUS INFORMATION: <b>THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.</b>  The terms and conditions of this Contract are those of <b>ITB #07116200119</b> , this Contract Agreement and the vendor's quote dated March 8, 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.  <b>Estimated Contract Value: \$884,804.51</b>		

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 07116200119**. 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.

<b>FOR THE VENDOR:</b>	<b>FOR THE STATE:</b>
<b>J &amp; B Medical Supply Inc.</b>	Signature
Firm Name	<b>Jeffrey A. White, Buyer Manager</b>
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	<b>Commodities Division, Purchasing Operations</b>
Date	Division
	Date



**STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS**

**Contract No. [071B7200163](#)**

**[Medical Supplies - Statewide](#)**

**Buyer Name: [Sue Ciecwa](#)  
Telephone Number: (517) 373-0301  
E-Mail Address: [CiecwaS@michigan.gov](mailto:CiecwaS@michigan.gov)**



Medical Supplies - Statewide

**Article 1 – Statement of Work (SOW)..... 6**

    1.0 Project Identification ..... 6

    1.1 Product Quality ..... 6

    1.2 Service Capabilities ..... 7

    1.3 Delivery Capabilities..... 10

    1.4 Project Price ..... 12

    1.5 Quantity Term..... 14

**Article 2 – General Terms and Conditions ..... 16**

    2.0 Introduction ..... 16

        2.001 GENERAL PURPOSE..... 16

        2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR ..... 16

        2.003 NOTICE ..... 16

        2.004 CONTRACT TERM ..... 17

        2.005 GOVERNING LAW..... 17

        2.006 APPLICABLE STATUTES..... 17

        2.007 RELATIONSHIP OF THE PARTIES ..... 18

        2.008 HEADINGS..... 18

        2.009 MERGER ..... 18

        2.010 SEVERABILITY..... 18

        2.011 SURVIVORSHIP..... 18

        2.012 NO WAIVER OF DEFAULT ..... 18

        2.013 PURCHASE ORDERS ..... 18

    2.1 Contractor/Contractor Obligations ..... 19

        2.101 ACCOUNTING RECORDS ..... 19

        2.102 NOTIFICATION OF OWNERSHIP ..... 19

        2.103 RESERVED ..... 19

        2.104 RESERVED ..... 19

        2.105 RESERVED ..... 19

        2.106 PREVAILING WAGE-RESERVED..... 19

        2.107 PAYROLL AND BASIC RECORDS-RESERVED ..... 19

        2.108 COMPETITION IN SUB-CONTRACTING-RESERVED..... 19

        2.109 CALL CENTER DISCLOSURE..... 20

    2.2 Contract Performance..... 20

        2.201 TIME IS OF THE ESSENCE ..... 20

        2.202 CONTRACT PAYMENT SCHEDULE ..... 20

        2.203 RESERVED ..... 20

        2.204 RESERVED ..... 20

        2.205 ELECTRONIC PAYMENT REQUIREMENT ..... 20

        2.206 RESERVED ..... 20

    2.3 Contract Rights and Obligations ..... 20

        2.301 INCURRING COSTS ..... 20

        2.302 CONTRACTOR RESPONSIBILITIES..... 20

        2.303 ASSIGNMENT AND DELEGATION ..... 21

        2.304 TAXES ..... 21

        2.305 INDEMNIFICATION..... 21

        2.306 LIMITATION OF LIABILITY - RESERVED..... 24

        2.307 CONTRACT DISTRIBUTION ..... 24

        2.308 RESERVED ..... 24

        2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION..... 24

        2.310 RESERVED ..... 24

        2.311 TRANSITION ASSISTANCE..... 24

        2.312 RESERVED ..... 24

        2.313 RESERVED ..... 24

        2.314 WEBSITE INCORPORATION..... 24

    2.4 Contract Review and Evaluation..... 25



2.401	CONTRACT COMPLIANCE INSPECTOR .....	25
2.402	PERFORMANCE REVIEWS .....	25
2.403	AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS.....	26
2.5	<i>Quality and Warranties</i> .....	26
2.501	PROHIBITED PRODUCTS .....	26
2.502	QUALITY ASSURANCE .....	26
2.503	INSPECTION .....	26
2.504	GENERAL WARRANTIES (goods).....	26
2.505	CONTRACTOR WARRANTIES.....	27
2.507	RESERVED .....	28
2.508	RESERVED .....	28
2.601	BREACH DEFINED.....	28
2.602	NOTICE AND THE RIGHT TO CURE.....	28
2.603	EXCUSABLE FAILURE .....	28
2.7	<i>Remedies</i> .....	29
2.701	CANCELLATION.....	29
2.702	RIGHTS UPON CANCELLATION .....	30
2.703	RESERVED .....	30
2.704	RESERVED .....	30
2.705	SUSPENSION OF WORK.....	31
2.8	<i>Changes, Modifications, and Amendments</i> .....	31
2.801	APPROVALS.....	31
2.802	TIME EXTENSIONS - RESERVED .....	31
2.803	MODIFICATION.....	31
2.804	AUDIT AND RECORDS UPON MODIFICATION .....	32
2.805	CHANGES .....	32

**Attachments**

- State Agency Procurement List
- Appendix A – Item Listing/Pricing Page
- Appendix B – Additional Items – Markup Cost Sheet



## **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

The Contractor shall explore new product development and research to stay current with ongoing demands. The Contractor has a full-time medical director on staff that constantly ensures that products are meeting or exceeding the needs of the State agencies.

## 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 or quality related issues should be reported to the Contractor to facilitate repair or replacement of the product. In addition, the Contractor is partnered with Siemens Corporation to provide any medical repairs on equipment throughout the State.

### 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.

### **Customer Service Contacts:**

Chris Respondek, Customer Service Representative  
Beth Shollenberger, Account Sales Representative

Phone: (800) 980-0047

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**

### Trade-In Programs

At times, certain manufacturers will allow trade-ins on equipment and Contractor will facilitate the exchange.

### Specials/Promotions

In the event of manufacturers' specials or promotions, Contractor's sales representative will present these options to the Contract Administrator.

## **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 15<sup>th</sup> 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 15<sup>th</sup> 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.

##### Quick Ship Program

Contractor offers a quick ship program which provides one day (next day) delivery. In order to facilitate the quick ship program, State agencies shall accurately communicate the supplies and quantities that they will normally order. The Contractor will pre-order the supplies in order to have sufficient inventory on hand at Contractor's warehouse.

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).

- .5% 10 Days
- .35% 15 Days
- .25% 20 Days
- .1% 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 being 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](mailto: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](http://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 Ciecwiwa, Buyer Specialist  
DMB, Purchasing Operations  
530 West Allegan Street, 2<sup>nd</sup> Floor  
P O Box 30026  
Lansing, MI 48909  
(517) 373-0301  
[ciecivas@michigan.gov](mailto:ciecivas@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. Insurance

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

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

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

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

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

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

**DEPARTMENT OF CORRECTIONS**

AGENCY AND ADDRESS	CONTACT	TELEPHONE
<b>Department of Corrections, Central Office Procurement</b> 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
<b>Alger Maximum Correctional Facility</b> P.O. Box 600 Munising, MI 49862	Barb Beacham Ext. 1144	(906) 387-5000
<b>Baraga Maximum Correctional Facility</b> 301 Wadaga Rd. Baraga, MI 49908	Dawn VanWagner Ext. 1152	(906) 353-7070



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



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



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

**DEPARTMENT OF EDUCATION**

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

**DEPARTMENT OF HUMAN SERVICES**

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



<b>MAXEY TRAINING SCHOOL</b> 9036 E. M-36 Whitmore Lake, MI 48189	Gary Rose, Business Manager (734) 449-3032	Phone: (734) 449-3004 Fax: (734) 449-3003
<b>NOKOMIS CENTER</b> 6300 S. Reserve Road Prudenville, MI 48651	Diane Skop, Business Manager	Phone: (989) 366-5368 or (800) 622-0993 Fax: (989) 366-8820
<b>PARMENTER HOUSE</b> 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
<b>PINE LODGE CENTER</b> 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
<b>SHAWONO CENTER</b> 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**

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

**DEPARTMENT OF MILITARY & VETERANS AFFAIRS**

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



**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 6.5%**

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

**PER ITEM 9%**

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

**PER ITEM 13%**

4. FOR DELIVERY TO INDIVIDUAL BUILDINGS WITHIN A FACILITY.

**PER ITEM 10.5%**

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

**PRICE PER DELIVERY \$105.00**



J & B Medical Supply Company, Inc.  
 Contract No. 071B7200163  
 Medical Supplies  
 Item Listing/Pricing Page

Line No.	Product Description	Unit of Measure (UOM)	Quantity Per UOM	Est. Annual Quantity	Manufacturer	SKU	Unit Cost
1	EXM GLV NTRL LF PF 9.5 LG	BX	100	21,747	Kimberly Clark	55083	\$5.72
3	EXM GLV NTRL LF PF 9.5 MD	BX	100	15,622	Kimberly Clark	55082	\$5.72
9	GARDS MAXIPAD REGULAR	CS	360	2,396	Hospital Specialty Co. 10	00310	\$22.37
10	THERASENSE STRIP NFR	BX	100	926	Invacare Supply Group	42001	\$55.33
12	BARIATRIC BED, FULL-ELECTRIC, 600 LB CAPACITY	EA	1	24	Drive Medical	15300	\$1,250.80
18	EXM GLV NTRL LF PF 9.5 XL	BX	90	6,482	Kimberly Clark	55084	\$5.72
20	EXM GLV NTRL LF PF 9.5 SM	BX	100	2,999	Kimberly Clark	55081	\$5.72
22	DERMAKLEEN SOAP, W/ TRICLOSAN 800ML	EA	1	4,200	Dermarite	0090BB	\$2.96
25	MESH LARGE PROLENE PRE-SHAPED 2.4x5.4IN KEYHOLE	BX	6	23	Ethicon	PMLK	\$714.39
32	FLEXIFLO EASY FD GRVTY	CS	30	162	Kendall	8884703904	\$51.78
33	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	521	Kendall	1605	\$35.78
35	GENTLE RAIN SHMP/SKN CLEAN 4OZ	CS	36	343	Coloplast Corp	1701	\$36.73
37	MEDICINE CUP, 1 OZ. POLY	TB	100	22,034	Dynarex	4252	\$0.60
38	GLUCOMETER ELITE TST STRP	EA	50	301	Bayer Corp (Diagnostic)	3873	\$31.27
43	LS VIAL ADAPTER W/CLAVE	CS	50	77	Hospira Worldwide	1200701	\$139.92
46	TB SFTY 1CC SYR/NDL 28GX0.5IN	BX	100	450	Kendall Healthcare Co.	8881511201	\$23.48
47	SYRINGE 60CC CATH TIP ST	BX	20	1,097	Kendall Healthcare Co.	8881560141	\$7.84
48	CLOUD 9 ABSORBENT FLOORMAT	EA	1	46	Smith & Nephew Endoscopy	7209461	\$210.89
50	INS 1CC SYR/NDL 28GX0.5IN	BX	100	1,306	Kendall Healthcare Co.	8881501210	\$7.95
51	PREMIUM ADULT WIPES, 9X13	CS	600	300	INNOVATIVE HEALTHCARE/ABCO CORP.	80-301	\$17.70
53	SHR 511136 INS SFTY .5CSYR/NDL 29X.5	BX	100	355	Kendall Healthcare Co.	8881511136	\$23.48
54	ELECTROTHERAPY STMLTR SPECTRUM II TENS UNIT W/CASE	EA	1	69	ESSENTIAL MEDICAL	S1000	\$70.49
58	3-N-1 CLEANSING FOAM 8 OZ.	EA	1	1,428	DERMARITE	00190	\$3.60
59	THERASENSE LANCETS FREESTYLE LANCING DVC	BX	100	220	VITALCARE	24-081028	\$2.39
60	GAUZE SPONGE 4X4" 12PLY STL 25X2'S PEEL BACK PACK	BX	50	2,915	Kendall Healthcare Co.	3033	\$2.92
64	SODIUM CHLORIDE 0.9% 100ML	CS	64	56	B.BRAUN	S8004-5264	\$88.88
65	FIBERSOURCE 183120 LACTOSE FREE 1.5L	CS	6	200	Novartis Nutrition Corp	183120	\$28.89
67	TUBERCULIN 26G X .5	BX	100	1,000	EXEL	26043	\$7.95
70	URETHRAL CATHETER 14FR VINYL 2 EYES STERILE	CS	30	54	MENTOR CORP.	414	\$23.06
71	EXAM GLOVES, P/F, VINYL, LRG, PWD, 100/BOX	BX	100	1,861	INNOVATIVE HEALTHCARE/ABCO CORP.	119300	\$2.92
72	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	1,159	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.96
73	RAINDROP NEBULIZER ADLT MSK 7FT	CS	50	56	SUNRISE MEDICAL	4650D-621	\$68.64
77	ACCK COM CRV STRP HOSP	BX	50	168	Roche Diagnostics Corp	2030365	\$33.76
78	ULTRACLAVE STERILIZER M9 AUTO CHMBR 9X15IN	EA	1	2	Midmark Corp	M9022	\$3,286.00
81	MALE ADAPT CLAVE PRT LL	CS	100	30	Hospira Worldwide	1195601	\$139.39
84	TENDERCLOUD MATTRESS	CS	4	52	Graham-Field Health Products	AQTC8035	\$92.06
87	ALCOHOL PREP PAD, MED.	BX	200	3,616	KENDALL	5150	\$1.43
89	ELECT THRM PROBE CVR LF	BX	250	683	FIRST MEDICAL	492113K	\$7.10
91	DISTILLED WATER, GALLON	EA	1	6,420	MAGNETIC SPRING WATER	1000006	\$0.90
95	ACCUCK COMFORT CRV STR	BX	50	138	Roche Diagnostics Corp	2030373	\$35.51



98	TRACH CARE TRAY	CS	20	206	AMSINO	AS860	\$20.72
99	GAUZE SPONGE 4" X 4" 16-PLY NS	BG	200	1,200	KENDALL	441216	\$2.99
100	ATTENDS BRIEF 10 MEDIUM	CS	96	159	Paper-Pak Products	24885	\$30.53
104	ADULT FOLDING WALKER DUAL RELEASE 3IN FIXED WHEELS	CS	4	9	DRIVE MEDICAL	10206-2	\$138.86
110	CAN SYS SEP2 W TUB 1200CC	CS	48	35	Bemis Health Care	485410	\$152.96
111	FACIAL TISSUE, 2-PLY, FLAT DISPENSER BOX	BX	100	4,901	KIMBERLY-CLARK	21340	\$0.75
112	D DERM CGF EX THIN 2X4	BX	20	83	Convatec	187900	\$61.43
114	SECONDARY IV SET 32"W/CONV PIERCING PIN	CS	48	62	Hospira Worldwide	1195348	\$58.18
116	TRACH NECKBAND ADULT	BX	20	146	Pepper Medical	301	\$32.70
119	URETH CATH TRAY 14F VINYL STERILE W/LF GLOVES	CS	20	72	MENTOR	UT8140	\$40.23
120	LS SET VENT 100" 2CLAVE	CS	48	13	Hospira Worldwide	1196278	\$251.75
122	THERMOMETER PROBE COVER	BX	200	431	Welch Allyn	05074800	\$11.02
123	SECURA FLIP TOP TUBE PROTECTIVE OINT 2.47OZ	EA	1	2,376	FOUGERA	3504	\$1.55
127	ATTENDS BRIEF 8 (MED. 32"-44")	CS	96	156	PAPER PAK	BR0820	\$25.95
129	5LPM O2 CONCENTRATOR	EA	1	5	Invacare	IRC5LX02	\$667.80
130	20G X 1" MULTI-DRAW NEEDLE	CS	1000	30	EXEL	26501	\$69.91
132	EXAM GLOVES, P/F, VINYL, SM., 100/BOX	BX	100	665	INNOVATIVE HEALTHCARE/ABCO CORP.	161100	\$2.96
134	BARRIER SKIN STOMAHESIVE 4X4IN W/1.75IN FLNG OSTMY WFF	BX	10	100	Convatec	125259	\$41.50
135	URINE DRAINAGE BG W/SPOUT ANTI-REFLUX CHMBR	BX	20	495	MENTOR	MENUB0500	\$2.54
136	SOFCARE HEELCARE BOOT	EA	1	184	Gaymar Industries	HCB2001	\$22.05
137	SAFETY SYR/NDL 3CC 23GX1	BX	100	224	Kendall Healthcare Co.	8881533338	\$18.92
138	TRACH INNER CANNULA SZ6	BX	10	90	Mallinckrodt Anesht Products	6DIC	\$38.69
139	UNISTIK 2 LANCET	BX	100	216	VITALCARE	24-081028	\$2.39
141	FRESHMINT CLEAR GEL TOOTHPASTE 2.75 OZ.	EA	1	3,132	NEW WORLD	CG275	\$0.51
145	ALIFE DRN PCH 12"	BX	10	121	Convatec	022771	\$31.68
151	EXAM GLOVE, NITRILE, P/F, MED, 100/BOX	BX	100	512	INNOVATIVE HEALTHCARE/ABCO CORP.	158200	\$5.14
152	GAUZE SPONGE 2"X2" 8-PLY STRL 2'S	BX	100	1,418	KENDALL	441211	\$1.00
153	ISAGEL HAND SANIT WIPES 2.5ML	BX	300	81	Coloplast Corp	1676	\$46.82
157	EUCERIN CREME JAR 16OZ	EA	1	310	IVAX PHARMACEUTICALS	507945	\$8.32
160	DRAINAGE BAG URINE 2000ML	CS	20	43	MENTOR	UB0450	\$65.24
162	CENTRAL LINE DRESS CHNG KT	CS	20	39	Medical Action Industries	262413	\$82.15
163	EXAM GLOVES, P/F, VINYL, LG., 100/BOX	BX	100	531	INNOVATIVE HEALTHCARE/ABCO CORP.	161300	\$2.96
165	DEXTROSE INJ 5% 150ML	CS	64	22	B.BRAUN	S5104-5264	\$88.88
166	METAMUCIL ORIG TXTR ORNG LAX 19OZ	EA	48	356	Amerisource Inc. Stock	2475242	\$5.51
167	MICROPORE SURGICAL TAPE 1"	BX	12	500	3M	1530-1	\$6.66
168	TRANQUILITY XL+ BARIATRIC BRIEF 64-84IN	CS	32	56	Principle Business Ent	2190	\$58.04
169	SURESTEP TEST STRIPS 2X25 BOTTLE	BX	50	76	Lifescan	10359	\$33.39
170	WINGS CHOICE BRIEF LARGE	CS	72	110	Kendall Healthcare Co.	60044	\$26.50
171	TRANSPORE SURGICAL TAPE 1"	BX	12	275	3M	1527-1	\$11.55
174	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	700	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$3.02
176	DISP. BATH MAT	CS	500	82	SPRINGPRINT	SL-25100J&B	\$44.47
178	ELECTROSURGICAL PENCIL, PUSH BUTTON DISP.	CS	50	8	AARON MEDICAL	ESP1	\$190.64
179	20" STANDARD WHEELCHAIR	EA	1	9	DRIVE MEDICAL	C320FBD	\$168.28
180	INDICATOR BIO ATTEST STEAM VACUUM ASSIST	BX	100	20	3M Medical Products	1262	\$149.20
182	SFIT CLOSE END PCH 2 1/4	BX	30	74	GENAIREX	400214	\$36.57
186	FRESHSCENT SHAVE CREAM 11 OZ.	EA	1	3,144	NEW WORLD	ASC11	\$0.93
187	SURECARE PROTECTIVE UNDERWEAR (MEDIUM 34"-46")	CS	80	69	KENDALL	1605	\$35.78
189	0.9% SODIUM CHLORIDE 500ML FOR IRRIGATION	CS	16	74	B.BRAUN	R5201-01	\$20.03
192	SURECARE PROT BRIEFS XLG TEAR-AWAY SIDES	CS	56	70	Kendall Healthcare Co.	1625	\$35.51
195	SECURECARE PROTECTIVE UNDERWEAR (LARGE 44"-54")	CS	72	1,815	KENDALL	1615	\$35.78



197	TUMS ANTACID TABLETS ASSORTED FLAVOR	EA	150	730	IVAX PHARMACEUTICALS	113920	\$2.23
198	ADHESIVE DERMABOND TOP SKIN 0.5ML HGH VSCSTY	BX	12	9	Ethicon	DHV12	\$313.60
200	PERIGUARD BARRIER OINT. 4 OZ.	EA	1	1,060	DERMARITE	204	\$1.91
202	NUTRITION RESOURCE 9,2G PACKETARGINAID CHERRY	CS	56	66	Novartis Nutrition Corp	35984000	\$40.60
207	ATTEST BIOLOGICAL INDICATOR	BX	25	17	3M	1276	\$167.32
209	0.9% SODIUM CHLORIDE 1000ML FOR INJ.	BX	12	171	B.BRAUN	L8000	\$15.33
210	ACCESS EX TBL EMERALD	EA	1	2	The Brewer Company	500005	\$1,245.50
211	ACCESS EXAM TABLE 57.3X28X32 AZURE BLUE	EA	1	2	The Brewer Company	500007	\$1,245.50
215	EXAM GLOVES, P/F, VINYL, MED., 100/BOX	BX	100	404	INNOVATIVE HEALTHCARE/ABCO CORP.	161200	\$2.96
216	STOMAHESIVE PASTE 2OZ	EA	1	299	GENAIREX	200000	\$6.78
218	3CC 21G X 1"	BX	50	55	KENDALL	8881833110	\$13.62
219	T-PUMP FOR TP K-PADS	EA	1	7	Gaymar Industries	TP500	\$355.10
220	VITAMIN A&D 5G OINTMENT FOILPK	BX	144	253	NDC/Abco Dealers Inc.	03545	\$8.90
221	TENS ELECTRODE 2.25X2.5IN SELF-ADHERING	BG	40	156	Uni-Patch	634/40	\$17.12
222	500ML STERILE WATER FOR IRRIGATION	CS	16	71	B.BRAUN	R5001-01	\$24.22
224	PREMIUM ADULT WIPES, 9X13	CS	600	76	INNOVATIVE HEALTHCARE/ABCO CORP.	80-301	\$17.70
227	0.9% SODIUM CHLORIDE 500ML FOR IRRIGATION	CS	16	116	B.BRAUN	R5201-01	\$18.82
229	EAKIN COHESIVE SEAL 2"	BX	20	28	Convatec	839002	\$83.85
231	URINARY 28OZ LARGE LEG BAG W/STRAPS 18IN TUBING	BX	1	41	MENTOR	9007	\$3.87
234	SUTURE 2-0 ETHIBOND MO-6 GREEN BRAIDED 8-18 IN 45C	BX	12	8	Ethicon	CX46D	\$337.61
235	STAYFREE SUPER MAXIPADS 12X24 W/ADHESIVE STRIP	BG	24	531	Amerisource Inc. Stock	3967619	\$4.08
236	POLIGRIP DENTURE ADHESIVE CREAM 1.4OZ	EA	1	883	DONOVAN	DA2	\$2.49
240	EXAM GLOVE, LATEX, LARGE, PWD, 100/BOX	BX	100	500	INNOVATIVE HEALTHCARE/ABCO CORP.	115300	\$3.02
241	TLC HOSPITAL BATH 8OZ	CS	48	54	DONOVAN	MS08	\$26.50
243	9.2G PACKETARGINAID ORANGE	CS	56	53	Novartis Nutrition Corp	35983000	\$41.50
244	EXAM GLOVE, NITRILE, P/F, SM, 100/BOX	BX	100	312	INNOVATIVE HEALTHCARE	158100	\$5.14
245	INSULIN SAFETY 1/2CC 29G X .5"	BX	100	63	KENDALL	8881511136	\$24.54
246	SINGLE PORT MANIFOLD	BX	20	7	Stryker Instruments	0700-015-000	\$320.12
247	BABY POWDER CORNSTARCH 4OZ	CS	48	59	DONOVAN	BP35	\$26.45
248	3/4 OZ. SOUFFLE CUP	CS	5000	68	DYNAREX	4242	\$29.15
249	POLYSKIN TRANSPARENT ADH DRESSING 6" X 8"	BX	10	71	KENDALL	6642	\$22.31
250	KANGAROO ENTERAL FEEDING PUMP	CS	30	26	KENDALL	8884702005	\$76.85

**Total Estimated Contract Value: \$884,804.51**  
**No. of Items: 122**