



**STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**
to
Contract Number **19000000522**

CONTRACTOR	ABSOPURE WATER COMPANY, LLC	STATE	Various	SW
	41590 Joy Road			
	Plymouth, MI 48170			
	Tom Story		Jordana Sager	DTMB
	734-207-4881		517-896-1903	
	tstory@absopure.com		sagerj2@michigan.gov	
CV0137116				

CONTRACT SUMMARY				
BOTTLED WATER - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 1, 2019	May 31, 2022	2 - 1 Year	March 31, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		As per Delivery Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	6 months	September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,908,000.00	\$0.00	\$5,908,000.00		
DESCRIPTION				
Effective April 9, 2024, the following changes are hereby incorporated into this contract:				
1. Extended by six-months, holding all current pricing. The new expiration date is September 30, 2024.				
2. Contract Representative is replaced from Art Amelotte to Tom Story. Tom Story 734-207-4881 Tstory@Absopure.com				
3. Contract Administrator has been updated to Jordana Sager. Jordana Sager 517-896-1903 SagerJ2@michigan.gov				

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on April 9, 2024.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DMVA	Gregory Pawlek	517-481-7655	PawlakG@michigan.gov
DNR	Samantha Fusco	517-284-5973	FuscoS@michigan.gov
MDARD	Carla McCarrick	517-284-5746	mccarrickc@michigan.gov
EGLE	Lisa VanOstran	517-284-5012	VanOstranL@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7
 to
 Contract Number 19000000522

CONTRACTOR	ABSOPURE WATER COMPANY, LLC
	41590 Joy Road
	Plymouth, MI 48170
	Art Amelotte
	734-207-4873
	aamelotte@absopure.com
	CV0137116

STATE	Program Manager	Various	DTMB
	Contract Administrator	Valerie Hiltz (517) 249-0459 hiltzv@michigan.gov	DTMB

CONTRACT SUMMARY

BOTTLED WATER - STATEWIDE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2019	May 31, 2022	2 - 1 Year	March 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		As per Delivery Order	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
 N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	2 years	<input type="checkbox"/>		March 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,908,000.00	\$0.00	\$5,908,000.00		

DESCRIPTION
 Effective April 1, 2022, this contract is exercising the two available option years and revising Schedule B- Pricing as attached. The new contract expiration date is March 31, 2024.
 All other terms, conditions, specifications and pricing remain the same per Contractor and DTMB Central Procurement Services agreement and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DMVA	Gregory Pawlek	517-481-7655	PawlakG@michigan.gov
MDHHS	Lauri Bonnell	989-539-4260	BonnellL@michigan.gov
DNR	Samantha Fusco	517-284-5973	FuscoS@michigan.gov
MDARD	Brandon Colby	517-342-4487	colbyb@michigan.gov
EGLE	Lisa VanOstran	517-284-5012	VanOstranL@michigan.gov

STATE OF MICHIGAN

Contract 190000000522

Bottled Water

SCHEDULE B- PRICING

Volume Bottled Water and Products Pricing				
Descriptions	Unit	Unit Cost	Sold By	Cost as Sold
Bottled Water, 1 Gallon, Distilled, sold 6 per case, non-returnable	Each	\$ 1.08	Case	\$ 6.48
Bottled Water, 1 Gallon, Spring, sold six per case, non-returnable	Each	\$ 1.08	Case	\$ 6.48
Bottled Water, 1 Gallon, Purified, sold six per case, non-returnable	Each	\$ 1.08	Case	\$ 6.48
Bottled Water, 2.5 Gallon, Distilled, sold 2 per case, non-returnable	Each	\$ 3.65	Case	\$ 7.30
Bottled Water, 2.5 Gallon, Spring, sold 2 per case, non-returnable	Each	\$ 3.65	Case	\$ 7.30
Bottled Water, 2.5 Gallon, Purified, sold 2 per case, non-returnable	Each	\$ 3.65	Case	\$ 7.30
Bottled Water, 5 Gallon, Distilled, sold each, returnable container*	Each	\$ 3.95	Each	\$ 3.95
Bottled Water, 5 Gallon, Spring, sold each, returnable container*	Each	\$ 3.95	Each	\$ 3.95
Bottled Water, 5 Gallon, Purified, sold each, returnable container*	Each	\$ 3.95	Each	\$ 3.95
4.5 oz. Paper Cups, 1000 per case, disposable	-	-	Case	\$ 15.00
* Additional 5 Gallon Bottle Pricing				
Descriptions	Unit	Unit Cost	As Rented	Cost / Month
Deposit for Five Gallon Container, mandatory fee	Each	\$ 7.00	-	-
Dispenser, Room Temperature (delivered and picked up at no charge)	-	-	Each	\$ 5.00
Dispenser, Cold Dispenser (delivered and picked up at no charge)	-	-	Each	\$ 6.00
Dispenser, Hot and Cold Dispenser (delivered and picked up at NC)	-	-	Each	\$ 8.00

PERSONAL BOTTLED WATER			PRICE
per CASE AND PALLET			
(24 ea, 16.9 oz bottles of spring water per Case) (84 Cases per Pallet)			
Zone	Individual Case Price	1-7 Pallet Price	18 Pallet Price (Semi-Load)
1	N/A	\$ 9.00	\$ 5.00
2	\$ 4.95	\$ 4.75	\$ 4.15
3	\$ 4.95	\$ 4.75	\$ 4.10
4	\$ 4.95	\$ 4.50	\$ 3.85
5	\$ 4.95	\$ 4.50	\$ 3.85
6	\$ 4.95	\$ 4.25	\$ 3.80
7	\$ 4.95	\$ 4.25	\$ 3.40
8	\$ 4.95	\$ 4.25	\$ 3.40
9	\$ 4.95	\$ 4.25	\$ 3.40
10	\$ 4.95	\$ 4.00	\$ 3.30



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **19000000522**

CONTRACTOR	ABSOPURE WATER COMPANY, LLC
	41590 Joy Road
	Plymouth, MI 48170
	Art Amelotte
	734-207-4873
	aameolotte@absopure.com
	CV0137116

STATE	Program Manager	Various	DTMB
	Contract Administrator	Valerie Hiltz (517) 249-0459 hiltzv@michigan.gov	DTMB

CONTRACT SUMMARY

BOTTLED WATER - STATEWIDE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2019	May 31, 2022	2 - 1 Year	March 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		As per Delivery Order	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		March 31, 2022
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$908,000.00		\$5,000,000.00	\$5,908,000.00	

DESCRIPTION

Effective October 27, 2021 this contract's value is being increased by \$5,000,000.00 in response to emerging water concerns. Per Contractor and Agency Agreement, DTMB Central Procurement approval and approval by the State Administrative Board on October 26, 2021.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DMVA	Gregory Pawlek	517-481-7655	PawlakG@michigan.gov
MDHHS	Jennifer C. Frank	517-241-6563	FrankJ4@michigan.gov
DNR	Samantha Fusco	517-284-5973	FuscoS@michigan.gov
MDARD	Carla McCarrick	517-284-5746	mccarrickc@michigan.gov
EGLE	Lisa VanOstran	517-284-5012	VanOstranL@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
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 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **19000000522**

CONTRACTOR	ABSOPURE WATER COMPANY, LLC
	41590 Joy Road
	Plymouth, MI 48170
	Art Amelotte
	734-207-4873
	aamelotte@absopure.com
	CV0137116

STATE	Program Manager	Various	Statewide
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459 hiltzv@michigan.gov	

CONTRACT SUMMARY

BOTTLED WATER - STATEWIDE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2019	May 31, 2022	2 - 1 Year	May 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		As per Delivery Order	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$908,000.00	\$0.00	\$908,000.00		

DESCRIPTION
 Effective September 23, 2020 this contract is adding use of P-Card for payment, with restrictions, per Schedule A Revised Language as attached. Schedule C - Zone Map is attached to clarify zoning indicated in Schedule B- Pricing. All other terms, conditions and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DMVA	Gregory Pawlek	517-481-7655	PawlakG@michigan.gov
MDHHS	Jennifer C. Frank	517-241-6563	FrankJ4@michigan.gov
DNR	Samantha Fusco	517-284-5973	FuscoS@michigan.gov
MDARD	Carla McCarrick	517-284-5746	mccarrickc@michigan.gov
EGLE	Lisa VanOstran	517-284-5012	VanOstranL@michigan.gov



Language Revisions to Schedule A

Section 5. Reporting

Replace Subsection 5.1. in its entirety as follows:

5.1 Authorizing Document

The appropriate authorizing document for this contract will be:

- A. Delivery Order (DO) created by the requesting agency purchasing department, in SIGMA, against the master agreement. The agency will send the DO to the Contractor's Program Manager via fax or email. Contractor will not begin contract activities until a DO is received.
- B. P-Card purchases will be allowed for low dollar and single one-off purchases. Large dollar and/or recurring purchases will be made utilizing a Delivery Order wherever possible. P-Card purchases may not exceed \$500.000 per transaction. Failure to comply with DTMB Procurement policy and procedures may result in the withdrawal of this approval.
 - 1) When placing an order using a P-Card it is **preferred that buyers place the order by calling the Contractor's Program Manager, Art Amelotte at 734-207-4873**. However, an order may be placed by calling the Customer Service Toll Free number if necessary.
 - 2) The following information **MUST** be provided in order to ensure that the end user will be charged the contract rates:
 - a. Let the Program Manager or Contractor Representative know that you are placing an order for the State of Michigan
 - b. Provide the Master Agreement number: 190000000522
 - c. Provide the delivery location
 - d. Provide the P-Card number

Section 7. Invoice and Payment

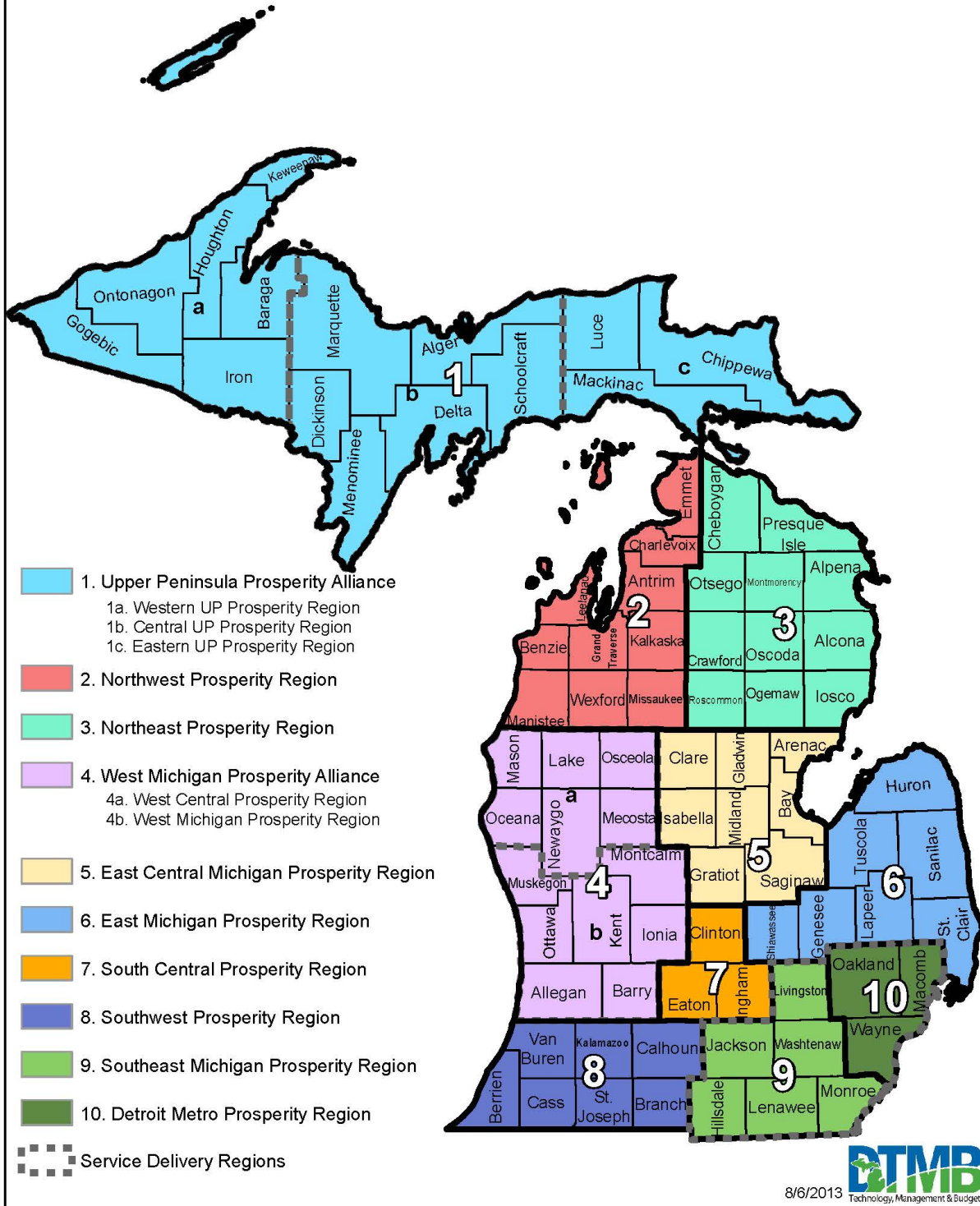
Replace Section 7.2 in its entirety as follows:

7.2 Payment Methods

The State prefers to make payment for contract activities via EFT. If electronic payment fails, a paper warrant will be issued. Orders may also be paid via P-Card, for purchases as governed in Schedule A, Section 5.1.B.2., which will be provided at the time the order is placed.



State of Michigan Prosperity Regions





STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **19000000522**

CONTRACTOR	ABSOPURE WATER COMPANY, LLC
	41590 Joy Road
	Plymouth, MI 48170
	Art Amelotte
	734-207-4873
	aamelotte@absopure.com
	CV0137116

STATE	Program Manager	Various	Statewide
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459 hiltzv@michigan.gov	

CONTRACT SUMMARY

BOTTLED WATER - STATEWIDE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2019	May 31, 2022	2 - 1 Year	May 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		As per Delivery Order	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$908,000.00	\$0.00	\$908,000.00		

DESCRIPTION
 Effective September 23, 2020 this contract is adding use of P-Card for payment, with restrictions, per Schedule A Revised Language as attached. Schedule C - Zone Map is attached to clarify zoning indicated in Schedule B- Pricing. All other terms, conditions and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DMVA	Gregory Pawlek	517-481-7655	PawlakG@michigan.gov
MDHHS	Jennifer C. Frank	517-241-6563	FrankJ4@michigan.gov
DNR	Samantha Fusco	517-284-5973	FuscoS@michigan.gov
MDARD	Carla McCarrick	517-284-5746	mccarrickc@michigan.gov
EGLE	Lisa VanOstran	517-284-5012	VanOstranL@michigan.gov



Language Revisions to Schedule A

Section 5. Reporting

Replace Subsection 5.1. in its entirety as follows:

5.1 Authorizing Document

The appropriate authorizing document for this contract will be:

- A. Delivery Order (DO) created by the requesting agency purchasing department, in SIGMA, against the master agreement. The agency will send the DO to the Contractor's Program Manager via fax or email. Contractor will not begin contract activities until a DO is received.
- B. P-Card purchases will be allowed for low dollar and single one-off purchases. Large dollar and/or recurring purchases will be made utilizing a Delivery Order wherever possible. P-Card purchases may not exceed \$500.000 per transaction. Failure to comply with DTMB Procurement policy and procedures may result in the withdrawal of this approval.
 - 1) When placing an order using a P-Card it is **preferred that buyers place the order by calling the Contractor's Program Manager, Art Amelotte at 734-207-4873**. However, an order may be placed by calling the Customer Service Toll Free number if necessary.
 - 2) The following information **MUST** be provided in order to ensure that the end user will be charged the contract rates:
 - a. Let the Program Manager or Contractor Representative know that you are placing an order for the State of Michigan
 - b. Provide the Master Agreement number: 190000000522
 - c. Provide the delivery location
 - d. Provide the P-Card number

Section 7. Invoice and Payment

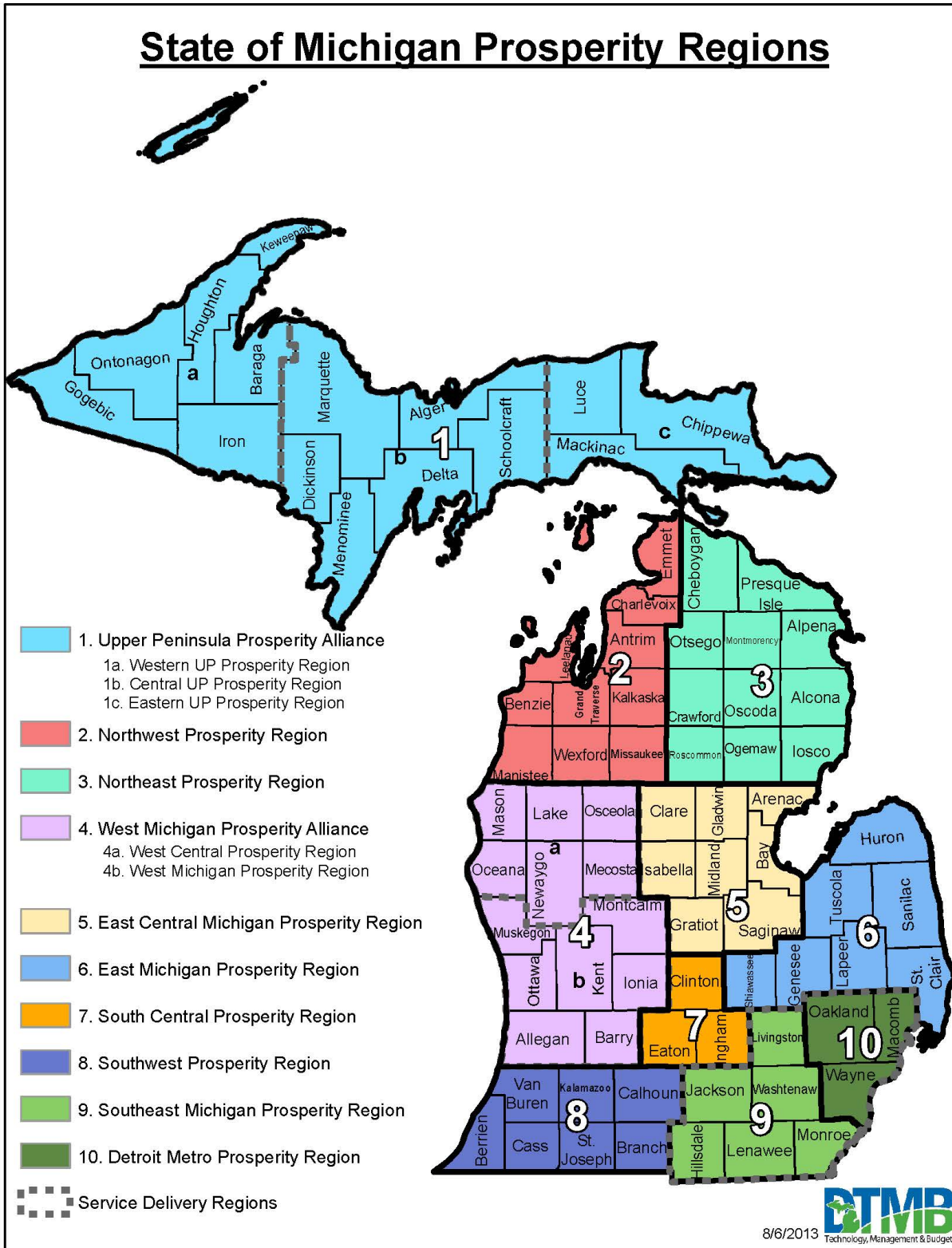
Replace Section 7.2 in its entirety as follows:

7.2 Payment Methods

The State prefers to make payment for contract activities via EFT. If electronic payment fails, a paper warrant will be issued. Orders may also be paid via P-Card, for purchases as governed in Schedule A, Section 5.1.B.2., which will be provided at the time the order is placed.



State of Michigan Prosperity Regions





STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **190000000522**

CONTRACTOR	ABSOPURE WATER COMPANY, LLC
	41590 Joy Road
	Plymouth, MI 48170
	Art Amelotte
	734-207-4873
	aameolotte@absopure.com
	CV0137116

STATE	Program Manager	Lisa VanOstran	DELEG
		517-284-5012	
		vanostranl@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
BOTTLED WATER - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 1, 2019	May 31, 2022	2 - 1 Year	May 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		As per Delivery Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$408,000.00	\$500,000.00	\$908,000.00		
DESCRIPTION				
Effective December 19, 2019 this contract is adding \$250,000.00 for use by MDHHS and \$250,000.00 for use by other agencies as their need for bottled water arises. All other terms, conditions, specifications and pricing remain the same. Per agency and Contractor agreement, DTMB Central Procurement Services Office approval, and State Administrative Board approval on December 17, 2019.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DMVA	Gregory Pawlek	517-481-7655	PawlakG@michigan.gov
MDHHS	Jennifer C. Frank	517-241-6563	FrankJ4@michigan.gov
DNR	Samantha Fusco	517-284-5973	fiscoS@michigan.gov
MDARD	Carla McCarrick	517-284-5746	mccarrickc@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **190000000522**

CONTRACTOR	ABSOPURE WATER COMPANY, LLC
	41590 Joy Road
	Plymouth, MI 48170
	Art Amelotte
	734-207-4873
	aamelotte@absopure.com
	CV0137116

STATE	Program Manager	Lisa VanOstran	DELEG
		517-284-5012	
		vanostranl@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
BOTTLED WATER - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 1, 2019	May 31, 2022	2 - 1 Year	May 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		As per Delivery Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$402,000.00	\$6,000.00	\$408,000.00		
DESCRIPTION				
Effective October 18, 2019 this contract is hereby increased by \$6000.00 for use by MDARD. All other terms, conditions, specifications and pricing remain the same per Agency and Contractor agreement and DTMB Central Procurement Services approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDHHS	Jennifer C. Frank	517-241-6563	FrankJ4@michigan.gov
DNR	Samantha Fusco	517-284-5973	fiscoS@michigan.gov
MDARD	Carla McCarrick	517-284-5746	mccarrickc@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 190000000522

CONTRACTOR	ABSOPURE WATER COMPANY, LLC
	41590 Joy Road
	Plymouth, MI 48170
	Art Amelotte
	734-207-4873
	aameolotte@absopure.com
	CV0137116

STATE	Program Manager	Lisa VanOstran	EGLE
		517-284-5012	
		vanostranl@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
BOTTLED WATER - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 1, 2019	May 31, 2022	2 - 1 Year	May 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		As per Delivery Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$302,000.00	\$100,000.00	\$402,000.00		
DESCRIPTION				
Effective September 4, 2019 this contract is hereby increased by \$100,000.00 for use by the DNR. All other terms, conditions, specifications and pricing remain the same. Per Contractor and DNR agreement, and DTMB Central Procurement Services approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DMVA	Gregory Pawlek	517-481-7655	PawlakG@michigan.gov
MDHHS	Jennifer C. Frank	517-241-6563	FrankJ4@michigan.gov
DNR	Samantha Fusco	517-284-5973	fiscoS@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 171190000000522

CONTRACTOR	ABSOPURE WATER COMPANY, LLC
	41590 Joy Road
	Plymouth, MI 48170
	Art Amelotte
	734-207-4873
	aameolotte@absopure.com
	CV0137116

STATE	Program Manager	Lisa VanOstran	DELEG
		517-284-5012	
		vanostranl@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
BOTTLED WATER - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 1, 2019	May 31, 2022	2 - 1 Year	May 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		As per Delivery Order		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$250,000.00	\$52,000.00	\$302,000.00		
DESCRIPTION				
Effective August 14, 2019 this contract is adding the Federal Addendum as attached and funding in the amount of \$2000.00 for use by MDHHS and \$50,000.00 for use by DMVA. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on August 13, 2019.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DMVA	Gregory Pawlek	517-481-7655	PawlakG@michigan.gov
MDHHS	Jennifer C. Frank	517-241-6563	FrankJ4@michigan.gov

Federal Provisions Addendum

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

1. Federally Assisted Construction Contracts

If this contract is a "**federally assisted construction contract**" as defined in [41 CRF Part 60-1.3](#), and except as otherwise may be provided under [41 CRF Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

2. Davis-Bacon Act (Prevailing Wage)

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

3. Copeland "Anti-Kickback" Act

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

4. Contract Work Hours and Safety Standards Act

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

5. Rights to Inventions Made Under a Contract or Agreement

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

6. Clean Air Act

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

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

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

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

Signed by:

Signature

Print name and Title

Print Company Name

Date: _____



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

Change Contract Number 19000000606
to
Contract Number 19000000522

CONTRACTOR	Absopure Water Company, LLC
	41590 Joy Road
	Plymouth, MI 48170
	Art Amelotte
	734-207-4873
	aameolotte@absopure.com
	8014

STATE	Program Manager	Lisa VanOstran	EGLE
		517-284-5012	
	vanostranl@michigan.gov		
	Contract Administrator	Valerie Hiltz	DTMB
517-249-0459			
hiltzv@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Bottled Water - Statewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 1, 2019	March 31, 2022	2 – 1 Year	March 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		As per DO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<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				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$250,000.00		\$0.00	\$250,000.00	
DESCRIPTION: Effective June 10, due to processing issues in SIGMA, Contract Master Agreement No. 19000000606 has been changed to Contract Master Agreement No. 19000000522. All other terms, conditions, specifications and pricing remain the same. Per DTMB Central Procurement Services approval.				



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management and Budget
 525 West Allegan St. Lansing, MI 48913

NOTICE OF CONTRACT NO. **190000000606**

between

THE STATE OF MICHIGAN

and

Absopure Water Company, LLC
41590 Joy Road
Plymouth, MI 48170
Art Amelotte
734-207-4873
Email Address
8014

Program Manager	Lisa VanOstran	DEQ
	517-284-5012	
Contract Administrator	VanostranL@michigan.gov	
	Valerie Hiltz	DTMB
	517-249-0459	
	HiltzV@michigan.gov	

DESCRIPTION:			
<u>INITIAL EFFECTIVE DATE</u>	<u>INITIAL EXPIRATION DATE</u>	<u>INITIAL AVAILABLE OPTIONS</u>	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
4/1/2019	3/31/2022	2 (One Year)	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
<u>ALTERNATE PAYMENT OPTIONS</u>			<u>EXTENDED PURCHASING</u>
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$250,000.00	

CONTRACT NO. 19000000606

FOR THE CONTRACTOR:

ABSOLUTE WATER CO LLC
Company Name

[Signature]
Authorized Agent Signature

AET Amelotte
Authorized Agent (Print or Type)

3/27/2019
Date

FOR THE STATE:

[Signature]
Signature

CATEGORY MANAGER
Name & Title

DTMS
Agency

3/27/19
Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Absopure Water Company (“**Contractor**”), a Michigan Limited Liability Company. This Contract is effective on April 1, 2019 (“**Effective Date**”), and unless terminated, expires on March 31, 2022. This Contract may be renewed for up to two additional one year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.]

The parties agree as follows:

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

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

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

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

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

If to State:	If to Contractor:
Valerie Hiltz 525 West Allegan St. Lansing, MI. 48913 HiltzV@michigan.gov 517-249-0459	Art Amelotte 41590 Joy Road Plymouth, MI 48170 aamelotte@absopure.com (734)207-4873

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

State:	Contractor:
Valerie Hiltz 525 West Allegan St. Lansing, MI. 48913 HiltzV@michigan.gov 517-249-0459	Art Amelotte 41590 Joy Roadd Plymouth, MI 48170 aamelotte@absopure.com (734)207-4873

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

State:	Contractor:
Valerie Hiltz 525 West Allegan St. Lansing, MI. 48913 HiltzV@michigan.gov 517-249-0459	Art Amelotte 41590 Joy Roadd Plymouth, MI 48170 aamelotte@absopure.com (734)207-4873

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

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

<u>Deductible Maximum:</u> \$50,000 Each Occurrence	
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section;

(c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

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

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

Department of Technology, Management and Budget

Cashiering

P.O. Box 30681

Lansing, MI 48909

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

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

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

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

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

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c)

incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

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

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

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

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.

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

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

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

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

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

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense:

(a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes noninfringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. State Data. All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. RESERVED.

32. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a

written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. RESERVED.

34. RESERVED.

35. RESERVED.

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

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

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

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities;

(e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **RESERVED.**
41. **RESERVED.**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 201909](#), Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties

will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICKTHROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

STATE OF MICHIGAN

Contract No. **19000000606**
Bottled Water Program - Statewide

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

BACKGROUND

Contamination of drinking/potable water, whether from groundwater wells or municipal water systems, may occur at any time within the State for a variety of reasons, whether that be from natural sources or the result of man-made impact.

Bottled water is provided on a temporary basis to eligible state citizens to lessen the risk to public health until a permanent, safe alternative source of water can be provided. Each site of environmental contamination where a determination for a need of delivery of bottled water exists is funded separately on a case by case basis. Authority for the bottled water delivery program under this Contract is through Part 201, Act 451, Public Acts of 1996 as amended (PA 451), The Michigan Natural Resources and Environmental Protection Act

SCOPE

This Contract is for the delivery of bottled water to residences and businesses throughout the State of Michigan where drinking/potable water is contaminated or threatened with contamination. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

REQUIREMENTS

1. General Requirements

1.1. Deliverable Product Specifications

The Contractor must provide the following: A.

Bottled Water must:

- 1) Meet all standards of the Michigan Safe Drinking Water Act (PA 399 or 1976, as amended) and the administrative rules adopted pursuant to the Act
- 2) Be from a source approved by the Resource Management Group (RMG), Office of Drinking Water and Municipal Assistance (ODWMA), and the Department of Environmental Quality (DEQ)
- 3) Be bottled in an operation/facility approved by the Michigan Department of Agriculture and Rural Development (MDARD) in accordance with the Food Law (PA 92 of 2000, as amended)
- 4) Bottled water under this contract will contain no more than a total of 10 nanograms per liter combined of the per- and polyfluoroalkyl substances (PFAS) or per the standards adopted under the Michigan Safe Drinking Water Act, whichever are lower. PFAS shall be analyzed by USEPA Method 537 Version 1.1 or USEPA Method 537.1 Version 1.0, except that after June 30, 2020, only Method 537.1 shall be used. B. Bottled Water will be available in the following sizes:

- 1) 16.9 oz Recyclable Water Bottles packaged in case quantities of 24
 - 2) One (1) Gallon Recyclable Containers packaged in not more than six gallons per case
 - 3) Two and a half (2.5) Gallon Recyclable Containers
 - 4) Five (5) Gallon Returnable/Refillable Containers. It is anticipated that these bottles, in addition to the filled cost, will have an associated deposit fee.
- C. 4.5 oz Disposable Paper Cups packaged 1000 per case
- D. Five (5) Gallon Dispenser Rental. The Contractor must have the ability to provide the state with Dispensers to be used with the five (5) gallon reusable containers, and must be able to provide three different styles for dispensing: Please indicate how credits for deposit charges will be issued back to the State.
- 1) Room Temperature
 - 2) Cold
 - 3) Hot and Cold

1.2. Warranties

The State reserves the right to require additional warranties other than those identified by the Contractor in its response.

1.3. Recall Requirements and Procedures

1.4. Quality Assurance Program

The Contractor follows a Hazard Analysis and Critical Control Points (HACCP) plan as well as Good Manufacturing Practices (GMP) for everyday operations. Details of these plans will be made available upon request. The Contractor's facilities must be Safe Quality Food (SQF) certified.

1.5. Incentives

Any product can be returned for any reason and replaced at no additional charge.

2.0 Services Levels

2.1. Time Frames

All Deliverable(s) must be delivered within 20 Business Days after receipt of order. The receipt of order date is governed in the same manner as notices sent under Section 2.3.6, Notices. The contractor must explain in detail its various delivery programs (e.g., standard delivery and quick-ship), including any limitations such as quantity.

	Southern Half Low (South of M-46)	Northern Half Lower (North of M-46)	Upper Peninsula
Standard Recurring	20 Business Days	20 Business Days	N/A
For Quantities Exceeding	(25) – 7 Business Days	(50) – 7 Business Days	N/A
Quick Ship (Emergencies)	1 Business Day	1 Business Day	1 Business Day

2.2. Delivery

Delivery will be expected:

- A. For Standard deliveries- within 14 calendar days upon date of order. Delivery will be made to the locations indicated in the Delivery Order.

- B. For Emergency Response deliveries, meaning those situations when a sudden fast response time is required to meet emerging situations, the Contractor must be able to mobilize and make delivery within 24 hours of receipt of Delivery Order.
- C. Emergency delivery of bottled water may occasionally be required. The Contractor shall have the ability to provide emergency deliveries. An example would be to provide bottled water to a school when no potable water is available. The Contractor must respond to these requests as specified in Section 2.2 Delivery Responsibilities.
- D. The Program Manager shall be responsible for informing the Contractor of additional delivery locations as they arise allowing for a 24-hour window for delivery to new accounts.

2.3. Water Dispenser Support and Repairs

In the event of breakdown or malfunction of water dispensers, the Contractor will be expected to replace the dispenser within 24 hours of the reported problems.

2.4. Reporting

The Contractor must submit to the individual Agency Program Managers, their designee and/or the Contract Administrator, the following written reports as requested:

- A. Line item usage reports
- B. Any other reports the State deems necessary.
- C. Water quality reports as required by DEQ.

2.5. Meetings

The Contractor must attend the following meetings:

- A. A Kick-Off meeting scheduled by the Contract Administrator which will be held either in person or via teleconference, within 14 calendar days of the contract Effective Date. This meeting must be attended by the Contractors Representative and other Key customer relations and ordering personnel.
- B. An Annual Contract Review meeting if requested by the Contract Administrator.
- C. The State may request other meetings as it deems appropriate.

3.0. Staffing

3.1. Contractor Representative

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

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

3.2. Key Personnel

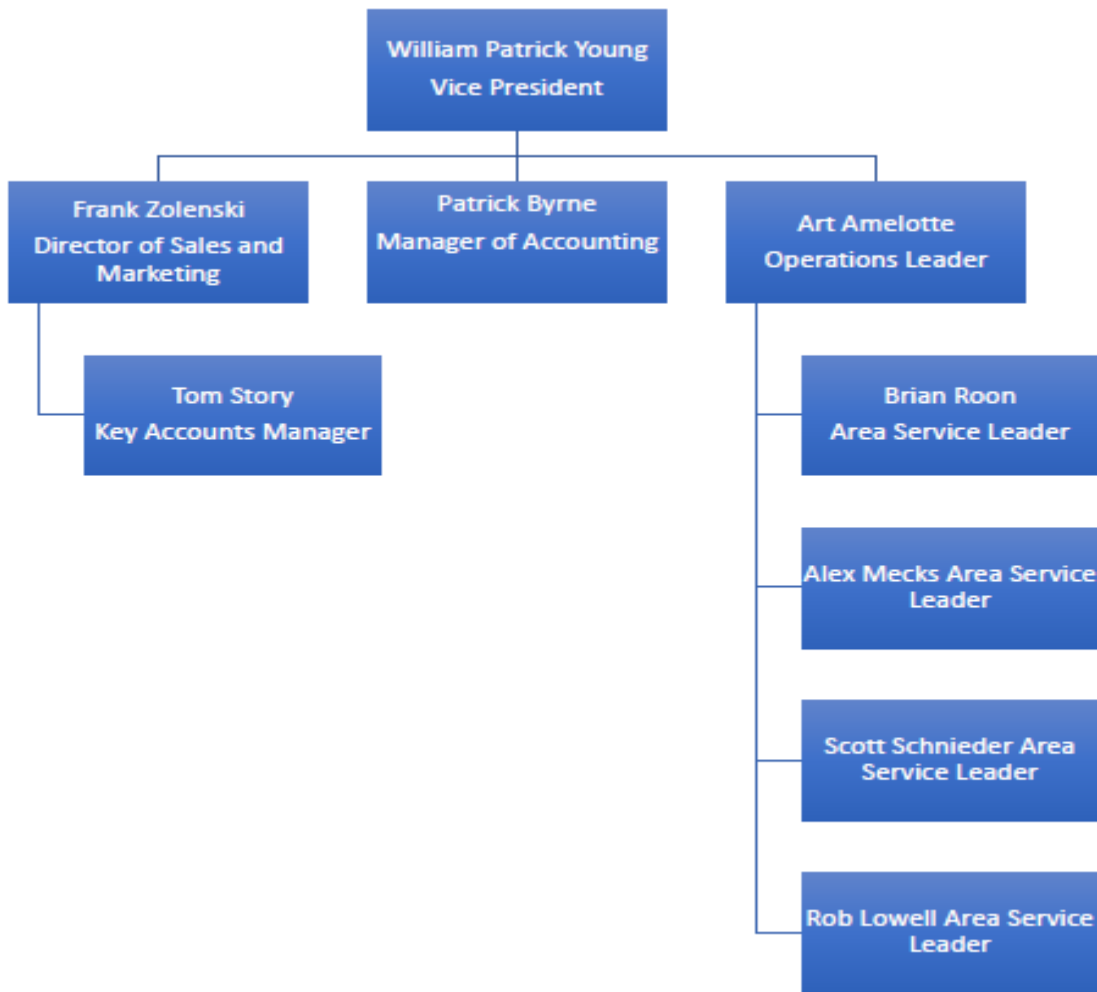
The Contractor must appoint one Contractor Representative and other Key Personnel, specifically assigned to State of Michigan accounts, who will be knowledgeable on the contractual requirements and directly responsible for the day to day operations of the Contract.

- A. The Contractor Representative and Key Personnel must be: available via a toll-free number for customer service calls and must be available during the hours of 7:30 a.m. to 4:30 p.m. ET Monday through Friday.
- B. The Contractor Representative and Key Personnel must respond to the State within 3 business hours to State inquiries.

- C. The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative or Key Personnel.
- D. The Contractor may not remove or assign a new Contractor Representative or Key Personnel without the prior consent of the State.
 - 1. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.
 - 2. The State may request a résumé and conduct an interview before approving a change.
 - 3. The State may require a 30-calendar day training period for replacement personnel.

3.4. Organizational Chart

Attach in the space below an overall organizational chart that details staff members, by name and title, and subcontractors who will be assigned to this contract, and the hierarchy/associations:



3.5. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

Contractors Toll Free Number – (800) 422-7678

3.7. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors in the performance of this contract, the Contractor must disclose so in the information boxes below.

- A. Any subcontractors will be bound by the terms of this contract. The State will not accept billing from nor make direct payments to any subcontractor.
- B. The Contractor will give the State 30 calendar days' notice if it intends to replace any subcontractor and provide the same information as required below.

3.8. Security

The contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

4. Pricing

4.1. Price Term

Pricing is firm fixed for the entire length of the base Contract.

4.2. Price Changes

Adjustments will be based on changes in actual Contractor costs.

- A. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.
- B. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.
- C. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO) created by the requesting agency purchasing department, in SIGMA, against the master agreement. The agency will send the DO to the contractor via fax or email. Contractor will not begin Contract Activities until a DO is received. Verbal orders are not acceptable and will not be considered authorization to proceed.

5.2 Order Verification

The Contractor must have internal controls, approved by DTMB-Procurement, to verify abnormal orders and to ensure that only authorized individuals place orders.

5.3. Packaging and Palletizing

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

6.0. Acceptance

6.1. Acceptance, Inspection, and Testing

- A. The State's obligation to comply with any State Review Period is conditioned on the timely delivery of the Deliverable(s). The State Review Period will begin on the first Business Day following the State's receipt of the Deliverable(s).
- B. The State may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.
- C. The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within a reasonable time at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of State approval.
- D. If, after three opportunities the Contractor is unable to correct all deficiencies, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.
- E. The State, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

6.2. Final Acceptance

The State's review period for acceptance of the Deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify the State's review period, it is by default 30 Days for a Deliverable (State Review Period). The State will notify the Contractor by the end of the State Review Period that either:

- A. The Deliverable is accepted in the form delivered by the Contractor.
- B. The Deliverable is accepted, but noted deficiencies must be corrected; or
- C. The Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.

7. Invoice and Payment

7.1. Invoice Requirements

The Contractor must provide a sample invoice that, at a minimum, includes:

- A. The Deliverable is accepted in the form delivered by the Contractor.
- B. Agency Project Number, if required.
- C. Delivery Order
- D. Delivery Date
- E. Service address or site name if multiple customer addresses to include each address goods are delivered to with amount delivered to each site.
- F. Description of deliverable (i.e. 1- gallon, case of six 1-gallon containers, etc.)
- G. Unit Price per individual product delivered
- H. Quantity (i.e. number of cases or units delivered)
- I. Total Cost of products delivered

7.2. Payment Methods

The State prefers to make payment for Contract activities via EFT. If electronic payment fails, a paper warrant will be issued.

8. Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager.

9. Additional Requirements

9.1. Liquidated Damages

The Contractor acknowledges that late or improper completion of the Deliverable(s) will cause loss and damage to the State, and that it would be impracticable and extremely difficult to determine the actual damage sustained by the State as a result. If there is late or improper completion of the Deliverable(s), the State is entitled to collect liquidated damages in the amount of \$5000.00 and an additional \$500.00 per day for each day the Contractor fails to remedy the late or improper completion of the Deliverable(s). In the event the State terminates the Contract under Section 2.16, Termination by the State, the State will be entitled to collect liquidated damages until the date of termination. These amounts are not intended to be a penalty.

9.2. Hazardous Chemical Identification

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

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

9.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible

9.4. Brominated Flame Retardants

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

STATE OF MICHIGAN
Contract No. 19000000606 Bottled Water

SCHEDULE B PRICING

- Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

Description	Commodity Code	Unit	Unit Cost
Bottled Water – one (1) gallon containers, 6 gallons per case, non-returnable	1 gallon Distilled-604536 1 gallon Spring-604539	1-Gallon	\$1.08 per unit (6 – 1 gallon bottles per case)
Bottled Water – 2.5 gallon container, non-returnable	2.5 gallon Distilled600355 2.5 gallon Spring-600355	2.5-Gallon	\$3.65 per unit (2 – 2.5 gallon bottles per case)
*Bottled Water – Five (5) gallon container, returnable	Distilled-600400 Spring-600403	5-Gallon	\$3.95 per bottle
*Paper Products – cups, disposable paper, 4.5 ounces	4.5oz cone cup case - 603068 Quantity in a case: 1000	Case	\$15.00 per case
Additional Charges (List Individually)			
Deposit for Five Gallon Container			\$7.00
Monthly Rental Charges for Dispensers			
Room Temperature			\$5.00
Cold Dispenser			\$6.00
Hot and Cold Dispenser			\$8.00

Bottle Water Price Per Case (24 Qty, 16.9 Ounce Spring) and Per Pallet

Zone	Individual Price	1-7 Pallets Price (84 cases per Pallet)	18 Pallets Price (Semi-Load)
1	N/A	\$9.00	\$4.50
2	\$4.95	\$4.75	\$3.70
3	\$4.95	\$4.75	\$3.70
4	\$4.95	\$4.50	\$3.50
5	\$4.95	\$4.50	\$3.50
6	\$4.95	\$4.25	\$3.40
7	\$4.95	\$4.25	\$3.20
8	\$4.95	\$4.25	\$3.20
9	\$4.95	\$4.25	\$3.20
10	\$4.95	\$4.00	\$3.10