



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

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number MA230000000346

CONTRACTOR	J & B MEDICAL SUPPLY INC
	50496 West Pontiac Trail
	Wixom Mi 48393
	Julian Shaya
	248-896-6201 ext. 205
	jshaya@jandbmedical.com
	CV0039601

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Lisa Spitzley	DTMB
		5172490440	
		SpitzleyL4@michigan.gov	

CONTRACT SUMMARY

Medical Supplies and Equipment - Statewide

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2023	December 31, 2025	3, 1-Year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
0.5% - 10 DAYS, 0.35% - 15 DAYS, 0.25% - 20 DAYS, 0.1% - 30 DAYS		Three (3) Business Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (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"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,000,000.00	\$230,500.00	\$20,230,500.00		

DESCRIPTION

Effective October 1, 2024 this contract is updated to add increase of \$230,500.00 and update pricing for the 13 items on Schedule B, Core List, see attached list of items. All other terms, conditions, specifications, 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
MDOC	Kristy McPherson	906-495-2282	mcphersonk1@michigan.gov
DMVA	Jennifer Manning	586-719-6791	ManningJ5@michigan.gov
DMVA	Carly MacDonald	517-245-9652	MacDonaldC4@michigan.gov
DMVA	Ronald Oja	906-225-6888	OjaR@michigan.gov
DMVA	Jason Hawkins	517-719-5268	hawkinsj8@michigan.gov
DTMB	Susan Mellon	906-251-0619	MellonS@michigan.gov
LEO	Jennifer Frank	517-719-9798	FrankJ4@michigan.gov

CN2 230000000346

Item List - Update to Schedule B

<u>Item</u>	<u>Description</u>	<u>UOM</u>	<u>Old Cost</u>	<u>New Cost</u>
PED5400-W-SPEC	PEDIGO 5400-W SPECIAL PACKAGE - INCLUDES 5400-W STRETCHER W/TRUE DIRECTION STEERING, GREY BUMPER, 3" MATTRESS, IV POLE, QUICK-RELEASE O2 HOLDER, PATIENT BELONGING BAG HOOK	Each	\$4,206.08	\$5,071.80
DUK8509	DUKAL BASIC GAUZE SPONGES - 4" x 4", Non-Sterile, 8-Ply, 200/Bag, 20 Bags/Case	Bag	\$1.69	\$2.37
BEC305930	BD SAFETYGLIDE INSULIN SYRINGES, 1ml Insulin w/29 G x 0.5" Permanently Attached Needle, 100/Box, 4 Boxes/Case	Cas	\$127.04	\$166.88
DUK4162	DUKAL WOVEN COTTON GAUZE SPONGES - 4" x 4", Non-Sterile, 16-Ply, 200/Package, 10 Packages/Case	PKG	\$1.95	\$5.31
MCK56151161011	SUNMARK TRUEPLUS GLUCOSE TABLETS - Orange, 10/Bottle, 6 Bottles/Carton	Btl	\$1.06	\$2.57
HNW166180-H5	IBUPROFEN 200MG TABLETS - 2/Package, 50 Packages/Box, 12 Boxes/Case	Box	\$4.66	\$8.75
HNW166180-H5	IBUPROFEN 200MG TABLETS - 2/Package, 50 Packages/Box, 12 Boxes/Case	Case	\$55.86	\$105.00
SAG7903	PROMISE COMFORT BATH CLEANING SYSTEM 44/CASE	Case	\$69.82	\$106.75
NIP87701042600	GNP GLUCOSE TAB, Orange, 50/Bottle	Bottle	\$3.53	\$5.12
GOJ3659-12	PURELL ADVANCED INSTANT HAND SANITIZER, 12 oz, pump bottle, clear, 12/case	Case	\$28.68	\$48.48
GOJ3659-12	PURELL ADVANCED INSTANT HAND SANITIZER, 12 oz, pump bottle, clear, 12/case	Each	\$2.39	\$4.04
TEL003-40	HUDSON RCI AQUAPAK NEBULIZER SYSTEMS AQUAPAK Humidifier, Pre-filled, Sterile Water, 340 mL w/ adaptor, 20/cs	Each	\$1.69	2.0475
TEL003-40	HUDSON RCI AQUAPAK NEBULIZER SYSTEMS AQUAPAK Humidifier, Pre-filled, Sterile Water, 340 mL w/ adaptor, 20/cs	Case	\$33.76	\$40.95



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 **1**
 to
 Contract Number **230000000346**

CONTRACTOR	J & B MEDICAL SUPPLY INC
	50496 West Pontiac Trail
	Wixom, Mi 48393
	Julian Shaya
	248-896-6201 ext. 205
	jshaya@jandbmedical.com
	CV0039601

STATE	Program Manager	Various	SW
		See Below	
STATE	Contract Administrator	Lisa Spitzley	DTMB
		(517) 249-0440	
		spitzleyl4@michigan.gov	

CONTRACT SUMMARY

MEDICAL SUPPLIES AND EQUIPMENT - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 1, 2023	December 31, 2025	3 - 1 Year	December 31, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
0.5% - 10 DAYS, 0.35% - 15 DAYS, 0.25% - 20 DAYS, 0.1% - 30 DAYS		Three (3) Business Days ARO	
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"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,000,000.00	\$0.00	\$20,000,000.00		

DESCRIPTION

Effective May 1, 2023, the following item is added to the Schedule B, Core List of this Contract:
 ROHMOS1818CA - ROHO Mosaic Cushion, Inflatable Seat Cushion for Office Chairs, Wheelchairs, Cars at \$77.50/each.
 All other terms, conditions, specifications, 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
MDOC	John Kimsel	906-226-6531	KimseJ1@michigan.gov
MDHHS	Kevin Dunn	517-481-7643	dunnk3@michigan.gov
DMVA	Jennifer Manning	586-719-6791	Manningj5@michigan.gov
DMVA	Carly McDonald	517-245-9652	MacDonaldc4@michigan.gov
DMVA	Ron Oja	906-225-6888	Ojar@michigan.gov
DMVA	Jason Hawkins	517-719-5268	HawkinsJ8@michigan.gov
DTMB	Susan Mellon	906-251-0619	MellonS@michigan.gov
LEO	Jennifer Frank	517-719-9798	FrankJ4@michigan.gov



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management, and Budget
 320 S Walnut Street, Lansing, MI 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000000346**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	J & B Medical Supply Co., Inc.
	50496 West Pontiac Trail
	Wixom, MI 48393
	Julian Shaya
	248-896-6201 ext. 205
	jshaya@jandbmedical.com
	CV0039601

STATE	Program Manager	Various	Statewide
		Phone Number	
		Email Address	
STATE	Contract Administrator	Lisa Spitzley	DTMB
		517-284-7007	
		spitzleyL4@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Medical Supplies and Equipment - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2023	December 31, 2025	3, 1-Year	December 31, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
0.5% - 10 Days, 0.35% - 15 Days, 0.25% - 20 Days, 0.1% - 30 Days		Three (3) Business Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
No Minimum Order Requirement			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$20,000,000.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and J & B Medical Supply Co. (“**Contractor**”), a Michigan corporation. This Contract is effective on January 1, 2023 (“**Effective Date**”), and unless terminated, expires on December 31, 2025.

This Contract may be renewed for up to three (3) 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 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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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:
See Contract Administrator information shown below.	J&B Medical Supply Company 50496 W. Pontiac Trail Wixom, MI 48393 info@jandbmedical.com 800-737-0045

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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:
Lisa Spitzley spitzleyL4@michigan.gov 517-249-0440	Julian Shaya 50496 W. Pontiac Trail Wixom, MI 48393 jshaya@jandbmedical.com 800-737-0045 x 2203

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:
John Kimsel Michigan Department of Corrections (MDOC) Marquette Branch Prison 1960 US Highway 41S Marquette, MI 49855 E-mail: KimselJ1@michigan.gov Phone: 906-226-6531	Chris Respondek 50496 W. Pontiac Trail Wixom, MI 48393 crespondek@jandbmedical.com 800-737-0045 x 2205
Kevin Dunn, Manager Michigan Department of Health and Human Services (DHHS) Purchasing Section Lewis Cass Building, 4th Floor 320 S. Walnut Lansing, MI 48913 Email: dunnk3@michigan.gov Phone: 517-481-7643	
Department of Military and Veterans Affairs (DMVA) Michigan Youth Challenge Academy Jason Hawkins Email: HawkinsJ8@michigan.gov Phone: 517-719-5268	

<p>TBD Department of Military and Veterans Affairs (DMVA) State Operations - Purchasing & Contracts Reserve Forces Support Center 3423 N. Martin Luther King Jr. Blvd, Suite 320F Lansing, MI 48906 E-mail: XXXXX@michigan.gov Phone: 517-481-7643</p>	
<p>Michigan Veterans Home at Chesterfield Township (MVHCT) Jennifer Manning, Administrator Manningj5@michigan.gov</p> <p>Michigan Veterans Home at Grand Rapids (MVHGR) Carly MacDonald, Administrator MacDonaldc4@michigan.gov</p> <p>Michigan Veterans Home at DJ Jacobetti (MVHDJJ-Marquette) Ron Oja, Administrator Ojar@michigan.gov</p>	

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 – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. Insurance Requirements.
See Attached Schedule C, Insurance Requirements

7. Administrative Fee and Reporting. Contractor must pay an administrative fee of .75% 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 online by check or credit card at:
<https://www.thepayplace.com/mi/dtmb/adminfee>

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

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

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

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

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

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

- 9. Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

Intellectual Property Rights. If Schedule A, Statement of Work, requires Contractor to create any intellectual property, 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.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, 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 the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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 24, 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. Invoices and 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 provided 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 fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities.

Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

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

Excluding federal government charges and terms. Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the

date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

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

the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, 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 26, 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. 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

27. Infringement Remedies. If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS

CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. Reserved.

31. State Data.

a. **Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data, user data, and any other data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) protected health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.

b. **Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the

Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.

- c. **Extraction of State Data.** Contractor must, within 5 business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. **Backup and Recovery of State Data.** Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within 2 hours at any point in time.
- e. **Loss or Compromise of Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally

required monitoring services, for no less than 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 32** are to be considered direct damages and not consequential damages.

- f. **State's Governance, Risk and Compliance (GRC) platform.** Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

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.

- 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; or, (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 or is: (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. Data Privacy and Information Security.

- a. **Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.

- b. **Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. **Audit Findings.** Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section

34. Payment Card Industry Data Security Standard.

- a. **Undertaking by Contractor.** Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the Payment Card Industry Data Security Standard (PCI DSS). The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.
- b. **Cooperation to Notify of Breach.** The Contractor must notify the State's Contract Administrator, within 48 hours of discovery, of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, Discover, and American Express) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. The Contractor must provide, at the request of the State, the results of such third-party security review. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.
- c. **Responsibilities for Costs Incurred.** The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit

monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

- d. **Disposing of Cardholder Data.** The Contractor must dispose of cardholder data when it is no longer needed in compliance with the PCI security standard. The Contractor must continue to treat cardholder data as confidential upon contract termination.
- e. **Audit by Contractor.** The Contractor must provide the State's Contract Administrator with an annual Service Provider Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

35. Reserved.

- 36. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, 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 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 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. Representations and Warranties.** 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 24, Termination for Cause.

- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.
- 41. Reserved.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because

of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

49. Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Name	Description
Standard Contract Terms and Conditions	Standard Contract Terms and Conditions
Federal Addendum	Federal Addendum
Schedule A	Schedule A Statement of Work
Schedule B	Schedule B, Pricing
Schedule C	Schedule C, Insurance Requirements – part of Standard Contract Terms, Section 6, Insurance Requirements
Schedule D	Schedule D, Locations List
Attachment A1	Attachment A1, Packing Slip

50. Entire Agreement and Order of Precedence. This Contract, which includes Schedule A – Statement of Work, and 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, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, 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.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 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.

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, 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. Equal Employment Opportunity

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

- a. 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.
- b. 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.
- c. 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.

- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) 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"), and during performance of this Contract the Contractor agrees as follows:

- a.** All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall

comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, 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, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

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, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to

work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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.

Clean Air Act and the Federal Water Pollution Control 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](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

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 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “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](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

1. **Access to Records.** The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

3. DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.
2. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, J & B Medical Supply Company, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Julian Shaya, Executive Vice President_

Name and Title of Contractor's Authorized Official

Date

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 230000000346

Medical Supplies and Equipment

The Contractor must make available its entire catalog of products and/or services in order that Participating Agencies who agree to the use of the contract may order goods as needed.

BACKGROUND

This Contract is for delivery of medical supplies and equipment to various State Agencies, on a statewide basis. The Contract also serves Extended Purchasing Participants (MiDeal Members). The State reserves the right to modify the products and services on Contract to serve its needs or those of Extended Purchasing Participants.

Medical supplies and equipment are used by State Agencies and Extended Purchasing Participants.

SCOPE

The scope of this Contract is to provide medical supplies and equipment to each Ordering Entity as needed. The type and quantities of those medical supplies and equipment will vary based upon the needs of the Ordering Entity.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

The Contractor must provide the following: All commodities and/or services to be furnished must conform to the specifications as noted on Schedule B Pricing Matrix.

The State is not obligated to purchase in any specific quantity.

“Approved Alternates” – A listing of Approved Alternates under the tab “Approved Alternates” that correspond to items in Schedule B Pricing Matrix is provided.

The State or ordering entity reserves the right to request a sample of any alternate product proposed by the Contractor for evaluation.

1.2. Warranties

The warranty for products procured under this Contract shall be the warranty offered by the manufacturer. Warranty or quality related issues should be reported to the Contractor representative to facilitate repair or replacement of the product. The Contractor representative

will work in conjunction with the manufacturer to assist in facilitating a replacement or repair of the product.

Contractor contact for warranty information is Chris Respondek, and/or customer service staff. Contractor must work with the ordering entity to ensure all warranty claims are handled appropriately and in a timely fashion.

Contact information:

crespondek@jandbmedical.com

Direct Line is 248-896-6211

Toll Free 800-737-0045 x 2205

Fax 248-960-7985

Back-up contact information:

medsurgcsreps@jandmedical.com

Order via Telephone at 855-289-3427

1.3. Recall Requirements and Procedures

Individual manufacturers will notify the Contractor in the event of a product recall. Contractor's internal recall department will handle each individual recall as they are notified by the manufacturer. Contractor will search their order history to identify the Ordering Entity of the recalled product. The Contractor must immediately notify the Contract Administrator and agency Program Manager(s) by email. The Contractor must provide instructions detailing the process to return the products to the Contractor at the expense of the Contractor. The Contractor is solely responsible for notifying the State and coordinating the return of the products

1.4. Quality Assurance Program

Contractor's Quality Improvement Committee comprised of Customer Service, Billing, Nursing, and Operations leadership meets quarterly with executive management and owners to review and analyze call logs, phone queue reports, survey results, shipping issues and complaint logs to make recommendations for improvements, as these matters effect customer satisfaction.

Areas for quality improvement are identified through a quarterly review of a variety of reports by the Quality Improvement Committee. These include customer survey results, complaint and call logs, shipping issue tracker, and phone queue reports. These internal audits are used to identify and solve

potential problems, as well as assist in the implementation of new services for the organization.

Contractor's Customer Service representatives conduct telephonic surveys at the conclusion of customer calls. The responses are entered into an electronic form and submitted for inclusion into routine reports. Survey results are reviewed by the Quality Improvement Committee on a quarterly basis to identify any areas that need improvement.

Contractor's phone system records every call that comes in through each of Contractor's numbers and can provide call tracing from point of origin to final handled status. Contractor's phone system reports deliver such metrics as number of agents in queue, total number of calls, agent-handled calls, voicemail handled calls, transferred calls, abandoned calls, average/maximum abandoned rate, queue hold times, and call handled times. Call reports are reviewed regularly by the call center leadership team and compiled into trend reports for high-level analysis.

All complaints received are handled upon receipt, using an escalation process if the customer is dissatisfied with the customer service representative's resolution, which includes the Customer Service Manager, and General Manager. Complaints are also reviewed to ensure that appropriate and timely follow-up was completed, and to ensure there are no unresolved concerns. Areas for improvement and educational opportunities for staff are identified and addressed immediately on an individual basis.

1.5. Transition

A. Transition-In Implementation. State Agencies expect to work collaboratively with the Contractor to ensure an efficient and non-disruptive transition to the services by the required start date.

1. Within existing ordering system, Contractor can set up any new accounts within 5 minutes through customer service department and can set up web access account within 24 hours. Contractor must have new accounts set up for ordering entities, users, and training for each agency within 60 days of contract start and prior to processing orders.
2. The State and Contractor will establish an agreed upon implementation timeline which will be critical to transition planning and implementation readiness.
3. The Contractor will submit, to the Program Manager (PM) by the required due date, submit an implementation plan and timeline, as part of their Project Plan, see Section 8, Project Plan, detailing the major activities, tasks, timelines, and names and titles of resources assigned to implementation and management of the services. Contractor's implementation plan must sufficiently define:

- a. Communication of the implementation's progress to the applicable Agency Program Manager or designee and the Contract Administrator to include frequency and method.

For adding any new purchasing agents (new accounts and/or new users), a contractor representative is responsible for setting up the online accounts and managing the rights of users per direction from Program Manager(s) or designee. Users can be setup, so they have the ability to both create and submit orders. Users can also be setup with the ability to create orders only, but an approved admin would then need to login to complete/submit the order after the cart has been shared. Maximum order amounts can also be setup by user. A contractor representative from J&B Medical will create the account and send a welcome email to the user. This email includes your login and password, along with your sales rep contact info.

- b. Contractor must maintain communications and management of the communications to all Agency Program Manager(s) or designee(s) and users weekly through implementation period and monthly post-implementation and as needed upon request.
- c. Contractor must communicate to the program manager online ordering system implementation tasks, personnel, resources, systems and timeline including the minimum requirements to permit initiation of the services for ordering and delivery such as:
 - 1.) Contractor must verify with Program Manager(s) all accounts set up on website ordering system.
 - 2.) User updates will be completed within a few minutes of notification and may be emailed.

B. Post-Contract Transition Out

1. The Contractor must provide all user data, outstanding orders and other records as requested by Agency Program Managers or Contract Administrator.
2. Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

1.6. Specific Standards

IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. If applicable, Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided through this

contract must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Public IT Policies, Standards and Procedures (PSP):

https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor participate in a standards review process, and complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

<https://www.michigan.gov/som/0,4669,7-192-86761---,00.html>

2. Service Requirements

2.1. Timeframes

All Contract Activities must be delivered within (3) business days from receipt of order. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

2.2. Delivery

The Contractor will utilize the Contractor's own fleet of delivery vehicles (trucks and vans) as the transportation method for delivery of the Contract Deliverables. The Contractor will ship in bulk (palletized) for the larger orders processed and package deliveries directly from the Contractor's warehouse located in Wixom, MI.

Contractor must notify the Ordering Entity immediately if a shipment fails to be delivered, for any reason. In the case of a failed or delayed delivery, Contractor's customer service staff receives a FedEx email notification. Contractor's customer service staff then notifies the Ordering Entity of the delay, and provides an estimated time of arrival for the new delivery, which will be next business day.

Packing slips must accompany all deliveries and deliveries must be signed for by the receiving staff. If a replacement packing slip is needed, Contractor's customer service staff will provide it, upon request.

2.2.1. Standard Delivery

Delivery must be within three (3) business days upon date of order. The Contractor must ship medical supplies and equipment to the drop point locations listed in Schedule D Delivery Locations. The State reserves the right to add or remove locations from Schedule D. Please discuss the delivery time associated with the standard delivery program.

2.2.2. Quick Ship Program

For emergency shipments, the Contractor uses Fed-Ex to ship orders the next business day from their warehouse and an overnight freight fee is not assessed since this is considered standard shipping. For any local deliveries the contractor will use their own fleet of vehicles to make emergency deliveries as needed, these deliveries will be made same day where possible or at minimum, next business day. There are no quantity limitations or additional costs for the quick ship program.

2.2.3. Delivery Location List

An updated department list of locations, including delivery hours is available from the Program Manager during the Contract period. See Schedule D.

2.3. Additional Delivery Instructions – Agency Specific

A. Michigan Department of Corrections (MDOC)

For deliveries of medical supplies and equipment to the Michigan Department of Corrections (MDOC) facilities, the following delivery terms apply:

1. The Contractor will be required to ship the items to various facilities as noted on each individual Delivery Order (DO).
2. Deliveries shall be Monday through Friday 8:00 a.m.-2:30 p.m. No deliveries will be accepted on State of Michigan holidays. The State of Michigan holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Election Day (even years only), Veterans Day, Thanksgiving (and the day after), Christmas Eve, Christmas and New Year's Eve. If a holiday falls on the weekend, the State may be closed on either Friday or Monday depending on the actual holiday

NOTE: There are State Facilities on this Contract which operate 24/7 and do not close on any holidays. The Contractor may be required to deliver emergency orders per Contract “emergency” delivery requirements.

3. If delivering to a location inside a correctional facility’s secure perimeter, the carrier must call the correctional facility at least 24 hours prior to delivery of the order and provide the information for Law Enforcement Information Network (L.E.I.N.) clearance of the delivery driver and rider(s). Minors under the age of 17 will not be allowed to enter the correctional facility. If an employee of the Contractor or subcontractor has a felony or misdemeanor conviction (excluding minor driving offenses), that employee may not be permitted to enter any correctional facility.
NOTE: The LEIN check is no cost to the Contractor.
4. The Contractor’s or sub-contractor’s staff may be required to complete and submit an RI-8 Fingerprint Card for Fingerprint Checks to the MDOC if entering the secure perimeter of the correctional facility.
5. Contractors should be aware that there is a possibility of a mobilization and/or delay at any of the correctional facilities which prohibits delivery carriers entering the facility at time of arrival. The State will not be responsible for any additional charges which may arise due to delivery delays. The Contractor is only required to coordinate with the receiving facility 24 hours prior to delivery when the Contractor will be delivering within the inside of the secure perimeter. The majority of the deliveries will be outside the secure perimeter of the facility. In the event of an uncontrollable circumstance within the facility, the MDOC will work diligently with the Contractor to ensure that goods are unloaded from the truck as quickly as possible to get the truck off facility grounds.
6. All vehicles entering a MDOC correctional facility must be inspected before entry of the secure perimeter.
7. The MDOC reserves the right to deny access to any facility to any Contractor(s)/ subcontractor(s) staff members who fails to comply with any applicable State, Federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff.
8. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility),

cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities.

9. Correctional facilities will provide a lock box for cellular devices and personal tobacco products in the vehicle sallyport. If the Contractor comes into the Administration Building of a correctional facility, the Contractor will need to secure their cellular devices and personal tobacco products in their vehicle prior to entrance. If the Contractor arrives with such products, the Contractor will be requested to return the item to their vehicle. Delivery vehicles that carry tobacco products for other organizations will not be allowed to bring such products into correctional facilities.

10. If the Contractor's vehicle is equipped with video equipment, the Contractor must have locking capability of interior and exterior facing lenses. Video equipment cannot be used within correctional facilities.

B. Department of Health and Human Services

For deliveries of medical supplies and equipment being made to the Department of Health and Human Services (DHHS), the following delivery term applies:

The Contractor will be required to ship the items to various facilities as noted on each individual delivery order.

The Contractor is required to deliver products ordered by DHHS to be wrapped and specially identified by floor and delivered to each floor at that facility.

2.4. Packaging and Palletizing

Each order delivered must be individually packaged and will indicate the ordering agency's name, address and order number. Each order will utilize the box size that is the most appropriate for the quantity of items being shipped. Each package will contain a packing slip.

This packing slip must contain the following information:

- agency name and address
- name and telephone number or the person to whom the order is being delivered
- The State's order number
- stock number with a brief description of each item
- unit of issue
- quantity of each item issued
- unit price
- extended price for each item
- date order was received by Contractor
- shipping code to identify shipping condition (item temporarily out of stock/will ship late, discontinued item or item temporarily out of stock/please reorder)
- total price of the order.

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

- Maximum height: 5'6", including pallet.
- Maximum weight: 3000 pounds, including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.
- In addition, the Contractor adds an extra layer of cardboard around the shipment when shrink wrapping the shipment and a shipping manager performs a final check to ensure height, and weight limits are adhered to. A packing slip on the outside of each pallet in a sealable clear envelope. In the event an additional packing slip is requested, customer service staff can provide via email, or fax.
- See Attachment A for Packing Slip Example.

2.5. Damaged Goods, Defective Merchandise, and Returns

a. Damaged Freight, Error in Shipment, Defective Items

The Contractor must pay and arrange for all shipping and handling charges for items returned because of freight damage or error in shipment. Agencies must be credited the full amount of all items returned. The Contractor must issue credit within seven (7) calendar days once item has been returned to Contractor's facility.

The Contractor's customer service staff will create a Return Authorization and then email the purchasing agent a FedEx return label, or a J&B Medical driver will pick up the return at the facilities warehouse.

The contractor will generate a credit memo the next business day following the issuing of the credit.

b. Credit and Return Policy

The Contractor agrees to replace or issue credit within seven (7) calendar days of the receipt of return for all manufacturer and shipping defects at no cost to the Ordering Entity. If the Contractor does not issue a call tag and/or make arrangements to pick up the damaged or incorrect product within 30 days, the Ordering Entity may dispose of the product and will not be billed for the damaged or incorrect product.

Contractor's Return Policy:

The Contractor agrees to replace or issue credit within seven (7) calendar days of the receipt of return for all manufacturer and shipping defects at no cost to the Ordering Entity.

Contractor will issue a call tag or arrange pick up of items requested to be returned within this time frame. Once the Contractor receives the returned items back into their facility, the Contractor then receives the return authorization in their system.

After the return is processed, the invoice is refunded automatically in the Contractor's system and a credit memo is generated for the Ordering Entity the next business day.

If the Contractor does not issue a call tag and/or make arrangements to pick up the damaged or incorrect product within 30 days, the Ordering Entity may dispose of the product and will not be billed for the damaged or incorrect product.

c. Return Process

The Ordering Entity must notify the Contractor of any issues with their order within 10 business days of delivery of the product. Contractor will create a return authorization form, issue a call tag, and arrange for pickup of items requested to be returned. Once the Contractor receives the

returned item(s) back into their facility along with the return authorization form, processes the return in their system and issues refund automatically and a credit memo is generated for the Ordering Entity the next business day.

Returns will be completed within 30 days. All returns for incorrect orders are at no cost to the Ordering Entity, and there are no re-stocking fees.

2.6. Technical Support and Customer Service

Contractor customer service staff dedicated to this contract must be available from the hours of 8am to 5pm EST Monday through Friday.

Customer Service Contact information:

800-737-0045 x 2114

855-289-3427 – Any customer service rep on this line can assist

248-960-7985 – Direct fax line

Lead Contact for the contract is:

Chris Respondek – 248-896-6211 – Direct line

crespondek@jandbmedical.com

Customer Service Team Members:

medsurgcsreps@jandbmedical.com

2.7. Training

The Contractor must provide training to individual Agencies, when necessary, throughout the contract term, on aspects of ordering, shipping, billing, and receiving. At the request of the Program Manager or designee, the Contractor must provide in-service training to Agency personnel on products, installation, and product safety issues. The Contractor must also provide Agency training jointly with the State as needed during the period covered by the Contract at no additional charge. Prior to go live date, in a timeline established in the transition in, training materials must be provided by the Contractor to State, for its use, shall include but not be limited to:

1. Recorded webinars and electronic training tutorials which provide orientation to the web-catalog/ purchasing platform and aspects of order, shipping, billing and receiving.
2. Tutorials for “administrators” regarding user and account management and reporting functionality.
3. The Contractor must update these webinars and tutorials throughout the Contract period should the on-line purchasing platform and web page change, or as requested by the state.
4. At the time users first obtain access to the ordering system, the Contractor must send them a welcome e-mail which provides links to tutorials regarding but not limited to, the contractors ordering platform, how to place and order, check on existing orders, etc., which can be made available on the State’s Intranet.

5. The Contractor will provide to the State prior to the go live date and at times as requested by the Program Manger in-service training to Agency personnel on on-line platform usage, products, installation, and product safety issues. This training will be extended to MiDEAL members. Training will be made available throughout the life of the contract, as requested.
6. The Contractor will also provide Agency training jointly with the State as needed during the period covered by the Contract at no additional charge. This training will be extended to MIDEAL members.
7. The Contractor will provide to the State, prior to the go live date and updated as necessary, a FAQ PDF for use on the State's Intranet as requested.
8. For MDOC Facilities- The Contractor may be required to complete Agency specific training, if entering a correctional facility.
9. Training can be requested and scheduled as needed. Contractor's lead contact can perform in-person training onsite at any facility or perform via video chat.

10. The Contractor has dedicated IT staff members to assist in website training. The lead contact for IT Website training is Andy Bingham, (abingham@jandbmedical.com 800.980.0047 ext. 2216). Recorded webinars and electronic training tutorials which provide orientation to the web-catalog/ purchasing platform and aspects of order, shipping, billing and receiving are available. Along with step-by-step Pdf. instructions under Resources section of Contractor's website ordering page on how to perform any task required on website ordering system. Contractor must maintain web-based training.
11. Upon request the Contractor will set up in-service product training and utilization with manufacturer's clinical support staff. If an issue arises with a specific product, the contractor will work with the manufacturer to problem solve alongside the participant(s). The Contractor employs full time nurses and have a certified Ems Coordinator available at no charge to the state.

2.8. Reporting

The Contractor will be required and must submit to the State or Extended Purchasing Participant reports as requested. The reports include, but are not limited to, monthly usage by Ordering Entity, outstanding invoices, backorder reports, identified below:

- The Contractor must supply a report to suggest methods e.g., introduction of new products, etc. by which the Ordering Entity can save at least 3% of its total medical supply expense during the next year. This report should be submitted to the Program Managers, annually 60 calendar days prior to the Contract anniversary date.
- The Contractor must provide a monthly fill rate report as specified in Section 5.A.7., Fill Rate (Ordering), to the Contract Administrator and copy the Program Manager of each Ordering Entity. The information in the report must be broken down by Agency or facility, as specified by each agency Program Manager.
- The Contractor must provide a monthly report of backordered items by Agency, including at a minimum, the Delivery Order number, facility, item description, quantity order and quantity on backorder. The report must be received no later than the 10th day of the following month. The report format must be approved by the applicable Program Manager. Delivery Order number, (DO) tied to back order items that carry over to new fiscal year will remain open, a new DO will not be created.

- The Contractor must submit a Quarterly report identifying user accounts, separated by agency, and sent to the corresponding agency Program Manager and must be received by the 15th day of January, April, July, and October.
- The Contractor must provide at least twice a year the most commonly-substituted items
- A minimum of Annually, the Contractor must provide a list of their suppliers and products they supply and send to the Agency Program Manager and Contract Administrator.
- The Contractor must document and transfer data files electronically in Excel format, via email for items in Section 4 Pricing.
- The State and/or Ordering Entity reserves the right to request additional reports, which must be at no charge. Ad Hoc reports must be received within 5 business days of request or as coordinated and approved by each Agency Program Manager or designee.
- The contractor must work with the State to develop additional reports as requested.

2.9. Meetings

The Contractor must attend the following meetings:

- Kick-off meeting within 30 calendar days of the Effective Date with each Program Manager.
- Agency Meetings. The purpose of these meetings will be to discuss operational issues stemming from contractual requirements as outlined in Schedule A – Statement of Work-Contract Activities. The Contractor may also present literature regarding new technology or cost savings strategies at this meeting.
- The State and its agencies or its MiDEAL members may request other meetings as it deems appropriate.
- In addition, individual Agencies may request the Contractor's representatives to visit facilities on a regular basis.

2.10. Supply Chain

- A. The Contractor has a state-of-the-art Enterprise Resource Planning System ("ERP"), through Oracle. This system provides supply chain processes based on real-time demand information, thus helping to prevent backorders. Oracle Mobile Supply Chain applications enables many typical warehouse and shop floor transactions through hand-held devices, personal digital assistants, and truck-mounted scanners.

As a result of these technologies, the contractor can:

- Improve operational productivity.
- Ensure accurate, up-to-date inventory information by using barcode scanning for data entry.
- Improve recipient satisfaction by improving inventory accuracy, shipment confirmation, and quality tracking.

The Contractor's procurement team works quickly to increase order volumes from manufacturers to secure enough products to account for any potential supply chain disruption, including Personal Protection Equipment (PPE). The Contractor has direct access to over 1,000 manufacturers and being a vendor on the Federal Supply Schedule, are given priority status with products, supplies, and services.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint a single point of contact, 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. and who will be directly responsible for the day-to-day operations of the Contract (the "Contractor Representative"). The Contractor will name an assigned delegate as back up should the Contractor Representative be unavailable.

The Contractor Representative is considered Key Personnel and Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

Contractor's Representative or assigned delegate should be available during the following times on all State business days: 8 am to 5 pm EST.

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

The Contractor's Primary point of contact is Chris Respondek:

crespondek@jandbmedical.com

Direct Line is 248-896-6211

Toll Free 800-737-0045 x 205

Fax 248-960-7985

Physical location:

50496 W. Pontiac Trail

Wixom, MI 48393

Back-up contact:

Customer Service Team Members:

medsurgcsreps@jandbmedical.com

Customer Service:

800-737-0045 x 2114

3.2. 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:
➤ Lisa Spitzley ➤ spitzleyL4@michigan.gov ➤ (517) 249-0440	➤ Julian Shaya ➤ 50496 W. Pontiac Trail ➤ Wixom, MI 48393 ➤ ishaya@j&bmedical.com ➤ (248) 896-6201 x 2203 ➤

3.3. 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:
➤ Various	➤ Chris Respondek ➤ 50496 W. Pontiac Trail ➤ Wixom, MI 48393

	> crespondek@j&bmedical.com > (248) 896-6211
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3.4. Additional Key Personnel

The Contractor must identify individuals who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 hours or 1 business day.

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

- A. The Contractor must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:
 1. Name and title of staff that will be designated as Key Personnel.
 2. Key Personnel years of experience in the current classification.
 3. Identify which of the required key personnel positions they are fulfilling.
 4. Key Personnel’s roles and responsibilities, as they relate to contract requirements. Descriptions of roles should be functional and not just by title.
 5. Identify if each Key Personnel is a direct, subcontract, or contract employee.
 6. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
 7. List each Key Personnel staff member’s length of employment or affiliation with the Contractor’s organization.
 8. Identify each Key Personnel’s percentage of work time devoted to this Contract.
 9. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

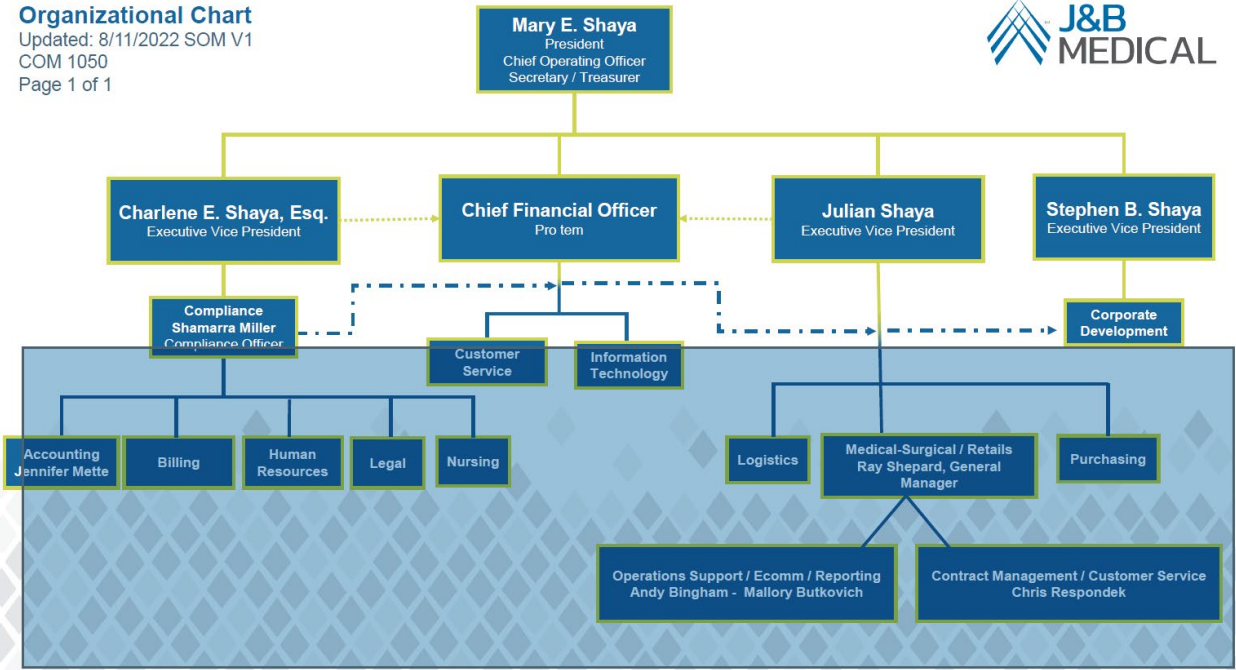
<Add more rows below as needed>

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract / Contract	5. % of Work Time	6. Physical Location
Julian Shaya	25	Contract Administrator	Direct	10	50496 W. Pontiac Trail, Wixom, Mi 48393
Chris Respondek	18	Primary Contact/Program Manager	Direct	40	50496 W. Pontiac Trail, Wixom, Mi 48393
Ray Shepard	19	General Manager, Reporting Specialist	Direct	15	50496 W. Pontiac Trail, Wixom, Mi 48393
Andrew Bingham	5	E-Commerce, Sigma Catalogue, Reporting Specialist	Direct	15	50496 W. Pontiac Trail, Wixom, Mi 48393

3.5. Organizational Chart



Organizational Chart
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3.6. Customer Service Toll-Free Number

The Contractor must have staff available for customer service and technical support calls Monday through Friday during the hours of 8 am to 5 pm EST.

The Contractor must specify its toll-free number for customer service calls and technical support. Also specify customer service fax number and email address.

The Contractor’s Primary point of contact is Chris Respondek:

crespondek@jandbmedical.com
 Direct Line is 248-896-6211
 Toll Free 800-737-0045 x 205
 Fax 248-960-7985

Physical location:
 50496 W. Pontiac Trail
 Wixom, MI 48393

In Chris’ s absences please contact J&B Medical’s dedicated Medical Surgical Customer Service Staff:

Customer Service Team Members:
medsurgcsreps@jandbmedical.com

Customer Service Contacts:
800-737-0045 x 2114

3.7. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST Monday through Friday at a minimum. Identify availability for this proposal by hours and days of the week.

Primary Contact for the contract is:
Chris Respondek – 248-896-6211 – Direct line
crespondek@jandbmedical.com

Customer Service Team Members:
medsurgcsreps@jandbmedical.com

Customer Service Contacts:
800-737-0045 x 2114
855-289-3427 – Any customer service rep on this line can assist
248-960-7985 – Direct fax line

For any manufacturer technical support needed for a specific item a Contractor associate can supply the manufacturer's direct line as needed, and if required we can get the manufacturer's sales associate involved to assist at any time.

3.8. Disclosure of Subcontractors

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

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and

information concerning subcontractor’s ability to provide the Contract Activities.

- The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor’s work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

<p>The legal business name, address, telephone number of the subcontractor(s):</p>	<p>Federal Express 942 S. Shady Grove Rd Memphis, TN 38120 800-463-33339</p> <p>Estes Express 3901 West Broad St Richmond, VA 23230 866-378-3748</p>
<p>A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities:</p>	<p>Federal Express Ground rep is: Jennifer Henderson – jennifer.henderson@fedex.com Cell Phone: 517-749-9247</p> <p>Federal Express Freight service is utilized to deliver specifically, to the DJ Jacobetti Home for Veterans in Marquette, Michigan.</p> <p>Federal Express Freight Reps are: Joe Pollock – joseph.pollock@fedex.com Cell Phone: 314-299-8980</p> <p>Kurt Moody – kurt.moody@fedex.com Cell Phone: 515-249-4307</p> <p>Estes Freight is utilized to deliver pallet deliveries for all large orders our company driver cannot make. Estes Freight rep is:</p>

	Mark Sienkiewicz – mark.sienkiewicz@estes-express.com Cell Phone - 734-946-0374
The relationship of the subcontractor to the Bidder:	Business
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship:	Federal Express Exclusive worldwide accounts team. FedEx Freight and Estes Freight utilized to make deliveries to the facilities for orders, affiliated since 2007. Federal Express Ground service is used to ship smaller deliveries.
A complete description of the Contract Activities that will be performed or provided by the subcontractor:	Both of these subcontractors will be making deliveries of orders for the contract.
Of the total bid, the price of the subcontractor's work:	\$5,000,000.00

3.9. Security

The Contractor will be subject the following security procedures:

The Contractor must explain any additional security measures in place to ensure the security of State facilities.

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.

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

The Contractor performs a background check on all its potential employees using the ICHAT & OIG web-based system. The applicant completes an authorization form which grants the contractor permission to perform the background check.

The Contractor only performs criminal background checks after an offer has been made and will disqualify/do not hire anyone who has an active warrant or who has been convicted of dishonest acts; fraud, theft or violent crimes.

The Contractor adheres to all security requirements included in both 3.9 and 3.9.1 requirements and perform criminal background checks on all employees at time of hire. Contractor searches go back further than 7 years in jurisdictions that allow it.

For the ICHAT website, The Contractor will request the following information from the candidate to perform a Background check/search:

- 1 – Login and password
- 2 – Identifiable data for the Michigan I-CHAT database

First and last names of applicant, plus middle initial, including maiden name, sex and race and date of birth.

- 3 – When data is submitted, it is processed and
- 4 – J & B Medical information/address/credit card is entered
- 5 – When this is processed, results will be shown.

For the OIG DHH Website, J & B needs the following to perform a search:

- 1 – First and last name, previous names
- 2 – If there is a similar name that matches our applicant, we are asked to verify with a social security number.
- 3 – Results are printed
- 4 – We run OIG searches monthly on every employee.

The Contractor is also certified by the Exemplary Team under the strictest of standards for both IT and personnel security. The Exemplary Team is one of the ten accrediting bodies for Medicare.

When making deliveries to the facilities our company drivers are always wearing a shirt with Contractor's company embroidered logo on the left-hand side of the shirt. Also, the drivers for contractor subcontractors, Fed-Ex and Estes wear uniforms that clearly indicate their company logos employed by.

If the state requires J&B Medical employees to wear an issued identification badge, the contractor will comply.

3.9.1 Additional Security Requirements – Michigan Department of Corrections (MDOC)

The Contractor/subcontractor and any staff assigned to this contract will be subject to the following security procedures:

- A. No active warrants or pending charges on any staff assigned to this contract.
- B. MDOC reserves the right to approve, decline, or remove Contractor and subcontractor staff from providing services on this Contract.
- C. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
- D. Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 U.S.C. 1997.
- E. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
- F. Has not been civilly or administratively adjudicated to have engaged in the activity described in Number E. above.
- G. The MDOC may investigate the Contractor/subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor/Subcontractor's personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC). Proposed Contractor/subcontractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
- H. The Contractor/subcontractor's personnel who are entering a MDOC correctional facility must be LEIN cleared and received written approval from the MDOC's Program Manager and Contract Manager initially and annually by MDOC prior to entering a correctional facility. Any Contractor/subcontractor staff with an identified felony conviction must receive approval through the MDOC Deputy Director or designee.
- I. The Contractor/subcontractor must document if a Contractor/subcontractor's personnel assigned to the Contract is related to or acquainted with an offender incarcerated and under the jurisdiction of the MDOC. For Contractor/subcontractor's personnel who are related to or acquainted with an offender, the Contractor/subcontractor's staff member must complete the Offender Contact Disclosure for Contractors form and submit it to the MDOC Program Manager or designee. The Contractor must ensure its personnel and

subcontractor's personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term.

- J. The Contractor/subcontractor's personnel will be required to enter State facilities. The State may require the Contractor/subcontractor's personnel to wear State-issued identification badges.
- K. The Contractor/subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
- L. The Contractor/subcontractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html. Contractor/subcontractor personnel must also agree to the State's security and acceptable use policies before the Contractor/subcontractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to prospective Contractor/subcontractor personnel before the Contractor/subcontractor presents the individual to the State as a proposed resource. Contractor/subcontractor personnel must comply with all physical security procedures in place within the facilities where they are working.
- M. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal, or local law, ordinance or regulation or whose presence may compromise the security of the facility, its offenders, or staff.
- N. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities.
- O. Security is the facility's first priority and the Contractor/subcontractor and its personnel must be responsive and respectful of these needs.
- P. The Contractor/subcontractor and its personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor/subcontractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.

- Q. The Contractor/subcontractor personnel must follow the facility entry, exit, manifest process, including the following:
1. The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor/subcontractor personnel's training certificates in the appropriate file for auditing purposes.
 2. The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
 3. The Contractor must ensure that all Contractor/subcontractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor/subcontractor personnel develop positive and cooperative relationships with MDOC facility staff.
 4. The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
 5. The Contractor/subcontractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
 6. The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor/subcontractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.

4. Pricing

4.1. Price Term

A. State's Core List

The prices for items listed in the State's Core List are fixed prices as specified in Schedule B, Pricing. Core items are listed in the 16 categories and the pricing details are provided in Schedule B, Pricing Matrix.

Non-Core List

Medical supply and equipment not identified in the State's Core List provided in Schedule B, Pricing Matrix, will be referred to as Non-Core and can be purchased at a discount off the manufacturer's list price. Refer to Schedule B, Pricing, Non-Core Items Tab.

- B.** The Contractor must keep pricing on their website current for core and non-core items.
- C.** Pricing for any item added to the State Core List at a later date will be negotiated before the item is added to the State Core List via a Contract change notice.
- D.** Contractor agrees to allow the State to add, subtract or modify items in Schedule B, Pricing Matrix during the term of the Contract.
- E.** The Contractor will be required to complete a Microsoft Excel spreadsheet with an identified supplier part number, description of the item, unit price of the items, etc. to be attached to the Master Agreement in the State's ERP system."

4.2. Price Firm Term Period

The State's Core List prices provided in Schedule B, Pricing Matrix are firm for the initial year of Contract term.

4.3. Price Changes

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

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

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

To project the financial impact of any price increase for each agency, all price increase requests will require the vendor to submit a current rolling 1-year usage report in an excel spreadsheet in the below format with all other supporting documents.

Agency Name	Item Order Number	Item Description	Brand Name	Bill Date	Billing Document	Quantity	Current Price	Extended Total	New Requested Price	New Extended Total

5. Ordering

A. Online Catalog/Ordering System

1. Contractor’s online catalog/ordering system must available 24 hours per day, 7 days per week, with the exception of scheduled maintenance. The system has the capability to either invoice the account for the order being placed or charge a procurement directly. Upon placing an order, a confirmation of the order is emailed to the user. Contractor’s online catalog/ordering system identifies the State’s contract items. Contract items are visually flagged which differentiates between contracted and non-contracted items. Users are able to view product availability before placing orders. The Contractor’s online catalog/ordering system must allow an agency to establish a shopping list of specific items. The user must be provided with the status (Active or Discontinued) of all items. Users have the ability to create their own shopping lists. In addition to being able to create custom shopping lists the contractor’s website automatically generates a shopping list based on the users order history.

2. The Ordering Entity accounts will be initially set up by contacting Contractor’s Customer Service or Contractor’s Representative. New accounts requiring a website account can be set up and active within 24 hours. For new logins, the Contractor’s Representative will create the account and send the welcome email. This email includes the user’s login and password, along with the Contractor Representative’s contact information.

Any additional logins that may be necessary can be requested through the Primary Contractor Representative, who is responsible for setting up the

online accounts and managing the rights of users per direction from the administrators. Users can be setup, so they have the ability to both create and submit orders. Users can also be setup so they only have the ability to create orders, but an approved administrator would then need to login to complete/submit the order after the cart has been shared. Maximum order amounts can also be setup by user.

3. Contractor must have a mechanism in place to provide the State information regarding outstanding orders, including but not limited to, backorders and outstanding orders from deactivated user account.

Products must be made available for procurement through the following methods:

B. Online Catalog/Ordering System - Method

- 1) Contractor's online catalog/ordering system must be available 24 hours a day, 7 days a week, except for scheduled maintenance.
 - a. Contractor's online catalog/ordering system must include all the Contractors available product items.
 - b. Contractor's online catalog/ordering system must identify State of Michigan "Core" items and approved Alternate items.
 - c. Online customers must be able to view product availability before placing orders and the online system must automatically notify online customers when approved alternate is available and direct them to it.
 - d. Website must allow for order tracking and order history review. Ideally, the purchasing platform will allow for users to create "frequently ordered" lists that can be used to expedite purchases.
 - e. Order acknowledgements must be provided electronically to customers.
- 2) Contractor must work closely with the State and its Agencies to initiate usage of their online ordering platform by establishing authorized users, assigning accounting and shipping codes, and establishing approval paths.
- 3) The Contractor must provide training to all authorized online ordering platform users throughout the terms of the contract. See details in Training Section.

- a. Prior to go live date, in a timeline established in the transition in, training materials must be provided by the Contractor to State, for its use, shall include but not be limited to:
 - i. Recorded webinars and electronic training tutorials which provide orientation to the web-catalog/purchasing platform and aspects of order, shipping, billing and receiving.
 - ii. Tutorials for “administrators” regarding user and account management and reporting functionality.
 - iii. The Contractor must update these webinars and tutorials throughout the Contract period should the on-line purchasing platform and web page change, or as requested by the state.
 - b. At the time users first obtain access to the ordering system, they must be sent a welcome e-mail which provides links to tutorials and to the State’s intranet.
 - c. The Contractor must provide to the State prior to the go live date and at times as requested by the Program Manager in-service training to Agency personnel on on-line platform usage, products, installation, and product safety issues. This training must be extended to MiDEAL members.
 - d. The Contractor must also provide Agency training jointly with the State as needed during the period covered by the Contract at no additional charge. This training must be extended to MIDEAL members.
 - e. The Contractor must provide to the State, prior to the go live date and updated as necessary, a FAQ PDF for use on the State’s Intranet as requested.
- 4) Contractor’s website must allow designated customer administrators to set up, add, modify, and delete end users, with permissions and restrictions, approval paths, varying levels of authorization of purchases, etc. independently, without having to contact customer service or Contractor’s sales representative.
- 5) **Online Catalog Technical Support.** Contractor must have sufficient help desk resources to promptly provide technical assistance to the State and MiDeal members.
- a. Contractor must provide online Customer Service support which enables real-time, online interaction with Customer Service through:
 - i. instant messaging;
 - ii. live log-on assistance;

- iii. web collaboration; and
- iv. call-back requests.

4. Ordering Entity Accounts

Online accounts/users are setup and active in Contractor's online ordering system. Contractor will reach out to all facilities to see if any additional logins are necessary. A Contractor representative is responsible for setting up the online accounts and managing the rights of users per direction from Admins. Users can be assigned the ability to create and/or submit orders. Users can also be setup to only have the ability to create orders, but an approved admin would then need to login to complete/submit the order after the cart has been shared (see attached for details on sharing a cart). Maximum order amounts can also be setup by user. For new logins, Andy Bingham will create the account and send the welcome email. New website user accounts are established usually within minutes upon request. New users are generally able to place an order within a few minutes of account setup.

The current system managing all existing purchasing accounts must be managed internally by Contractor's team. Any new accounts, deletions, or modifications will be handled by the Contractor's team. The Contractor has a new E-Commerce system, which is planned to go live before the end of 2022, and will have the ability to allow authorized users the ability to create accounts and manage users more effectively.

5. SIGMA Catalog Document

The Contractor shall, at no cost, assist in the creation and maintenance of an EXCEL spreadsheet catalog document which can be uploaded into State-wide Integrated Governmental Management Applications (SIGMA) ERP System.

6. Online Catalog and Catalog Technical Support

To enable catalog management functionality, the Contractor must supply the State with product and pricing information as identified in Schedule B. The Contractor must supply the State with updated product and pricing information over the duration of the Contract using the current catalog template provided by the State. Product and price changes provided in this manner will not take effect until the catalog is updated in the State's procurement system.

Contractor shall have sufficient help desk resources to provide technical assistance to the Ordering Entity promptly. Contractor should discuss its Customer Service for online catalog technical support.

7. Phone, Fax and Email Orders

The Contractor should be available for receiving orders and providing customer service Monday through Friday during the hours of 8 am to 5 pm Eastern time. All orders must include the Agency and contact name of the person placing the order.

8. Fill Rate

The Contractor must maintain a monthly statewide average fill rate of 94%, however it is the goal to fill orders at 100%, whenever possible. The Contractor shall calculate the fill rate based on dollars fulfilled for contracted core items. Contractor may propose alternate fill rate calculations, for the State's consideration. If the fill rate falls below 94% for three consecutive months and the Contractor fails to provide an explanation for the reduction which is satisfactory to the State, the State reserves the right to issue a notice to cure or cancel the Contract with a 30-day written notice to the Contractor.

9. Backorders and Over-shipments

- A.** The Contractor must notify the Ordering Entity at time of order placement of shipment delays, partial shipments and backorders. In the event that the Contractor is temporarily out of stock on an item, the Contractor should describe how the Ordering Entity is notified, e.g., through website in-stock/backorder status, at the time of order placement for phone orders, or email confirmation.

The Contractor must then work to fill the backorder and provide a date when the item(s) will be in stock or will offer alternative products(s). The Ordering Entity reserves the right to wait for the item(s) to return to stock and place as a backorder or cancel the item(s) and order from an alternate Contractor.

Backordered items must not be billed for until the item has been delivered. Backorders for online orders paid by a PCard must not be shipped until the PCard has been charged (person who originally placed the order may have left the Agency or transferred to another location, so the PCard is no longer valid). If the PCard is no longer valid, the Contractor must contact the Ordering Entity Program Manager or designee for procedures on how to receive a valid PCard to charge before shipping the backorder. (For MDOC contact MDOC-PCard@michigan.gov to receive a valid PCard).

- B.** Material shipped in excess of quantity ordered may be returned at Supplier's expense. **OVERSHIPMENTS.** The State reserves the option to return at Seller's expense any shipment of products either in excess of the amount stated on the face of an order, or in advance of the agreed upon schedule.

10. Discontinued/Unavailable Items

The Contractor must notify the Contract Administrator and Program Managers of discontinued products and must offer alternate product(s) which are of equal or better quality for equal or less price.

The State must be notified 30 calendar days in advance of any item that will be discontinued during the term of the Contract and the item that replaces the discontinued item shall be added to the Contract at the fixed price or lower and be of equal or greater quality/specification. The Contractor may be required to submit samples for the State's evaluation, at no cost to the State. The State reserves the right to consider approval of the alternate in its sole discretion. Pricing for any item added to the Contract at a later date will be negotiated before the item is added to the Contract via a Contract change notice, as specified in Section 4, Pricing.

If an item is discontinued, or has an unusual lead-time, the Ordering Entity must be notified of this at the time of the order, or if the order is faxed, the Ordering Entity must be called the same day and given a choice of canceling the order/item or selecting an alternate.

11. Product Substitution

Product substitution is not allowable unless written approval is received from the Ordering Entity or is pre-determined within Schedule B, Pricing. Pricing for the substituted product cannot exceed the contract price for the item. Automatic substitution without written approval from the Ordering Entity is not allowed unless pre-determined within Schedule B, Pricing.

12. Emergency Ordering – After State Business Hours

In the event of an emergency after State business hours, the Contractor Representative shall be the contact and shall provide the Contract Administrator and Ordering Entity Program Manager a phone number where they can be reached anytime.

All emergency orders can be placed directly with Primary Contractor Contact, Chris Respondek. His emergency contact number is 313-701-6652. Chris is available 24/7 at this number and if an emergency arises he can get an order out the door immediately if required.

As a first responder, in the event of an emergency or disaster, the State should be served before other customers. The State reserves the right to purchase from any category Contractor can provide during a declared emergency or disaster.

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Deliver Order (DO) referencing this Contract Master Agreement (MA), online order, phone/fax order, or Alternate pay transaction, i.e., P-card transaction. All documents shall be bound by the terms and conditions contained herein.

5.2. Order Verification

The Contractor must have internal controls approved by Central Procurement Services to verify abnormal orders and to ensure that only authorized individuals place and that non-State public entities are current MiDEAL Members www.michigan.gov/mideal.

5.3. Minimum Order

The State requests that there is no minimum order requirement.

6. Acceptance

6.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

1. Itemized packing slip must accompany all deliveries and deliveries will be signed for by receiving staff.
2. Damaged boxes may be refused.
3. Detailed invoice must be received.
4. Order shipment is complete and correct

Signing for the delivery does not constitute acceptance. Acceptance occurs when the State has verified the requested quantities are delivered in the requested time frame, product is verified to conform to the specifications of the contract, and the quantities are verified with the Delivery Order and shipper.

If delivered products do not meet the specifications of this contract or the proposed brand, the State is entitled to 100% refund of costs.

Refunds must not be limited to return time frames or warranties set by the Contractor. The State may return any quantities for full refund of costs or replacement products at the discretion of the State. Deficiencies in the deliverables are determined solely at the discretion of the State.

7. Invoice and Payment

7.1. Invoice Requirements

All invoices submitted to the State must include:

- (a) Date
- (b) Invoice Number (Contractor Generated)
- (c) Contract Number (if field available on Contractor invoicing system)
- (d) Delivery Order or on-line transaction order number of the Ordering Entity, along with contact name and facility location (for online orders only)
- (e) Quantity
- (f) Description of the product, including Contractor's part # and Brand
- (g) Unit Price
- (h) Total Price
- (i) Sales Order Number (Contractor supplied)
- (j) Customer Number
- (k) Billing Address
- (l) Shipping Address

Items must be invoiced at the price listed in the Contractor's catalog at the time of order placement

All invoices are for payment purposes only. No additional terms, conditions, fees, or price adjustments will be allowed on any invoice. Any invoices that have additional items that are outside the agreed upon scope of the contract need to be corrected. Invoices with additions will be sent back to vendor for correction and a new invoice will be generated with corrections made. The 45 days allowed to pay an invoice will coincide with the newly submitted invoice date from the vendor.

7.2. Payment Methods

The State will make payment for Contract Activities via EFT, direct voucher or P-card.

Users of this contract could potentially place orders via Procurement Card (PCard)..

7.3. Procedure

Contractor must email invoices within 30 calendar days post of shipment of product. For invoices received after 31 calendar days post shipment of product, the Contractor must provide additional documentation, such as tracking information, signed packing slip, etc., as requested by the ordering entity Program Manager or designee. Invoices received after 180 calendar days post shipment will not be considered for payment.

Below is the invoice process for each Agency:

*Please note there are a few locations that have exceptions, follow instructions specified on DO.

- **DHHS**
All MDHHS invoices must be emailed directly to MDHHS-CPU@michigan.gov
- **DMVA* (known exceptions noted below)**
Most DMVA invoices must be emailed directly to dmva-accountspayable@michigan.gov
- ***MVH (Michigan Veterans Homes)**
All MVH invoices must be emailed directly to dtmb-mvhpayables@michigan.gov
- **DTMB**
All DTMB invoices must be emailed to DTMB-Accounts-Payable@michigan.gov
- **EGLE**
Invoices must be emailed to the EGLE Program Manager of the ordering entity.
- **LEO**
Invoices must be emailed to the LEO Program Manager or designee of the ordering entity.
- **MDOC**
All MDOC invoices must be emailed directly to MDOC-Accounting@michigan.gov
- **MDOS**
All MDOS invoices must be emailed directly to sospaymentprocess@michigan.gov
- **MDOT**

Invoices must be emailed to the MDOT Program Manager or designee of the ordering entity.

➤ **MSL**

All MSL invoices must be emailed directly to msl-accountspayable@michigan.gov

➤ **MSP**

Invoices must be emailed to the MSP Program Manager or designee of the ordering entity.

8. Project Plan

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

Submit a project plan to each ordering entity Program Manager or designee, containing

A final project plan must be submitted for final approval within 10-calendar days of the Contract Effective Date. The plan must include:

- (a) Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals.
- (b) Project breakdown showing sub-projects, tasks, and resources required.
- (c) Contractor Transition In Duties, including weekly meetings with agency designated staff and Contractor's Key Personnel to ensure that goals are met and quickly recognize any plan changes that need to be made. All changes will be reviewed with the Program Managers.
- (d) Visits with any requesting agency.
- (e) Contractor Transition Out Duties. The Contractor must work with the State to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to affect an orderly transition. The transition phase will be no longer than three months. Additional transition requirements can be found in Standard Terms and Conditions, Transition Responsibilities Section.

The Contractor should explain the amount of time that will be required in order to transition from the current provider to your company if awarded the Contract, along with the following:

- (a) How the Ordering Entity accounts will be initially setup

(b) How the Contractor will communicate with the State during the implementation of the Contract, along with who within the company will communicate and receive ongoing information.

(c) In addition, the Contractor should specify what information will be required from the State in order to facilitate the transition.

9. Licensing Agreement

The Contractor must provide a copy of any applicable licensing agreement.

10. Additional Requirements

10.1. Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

10.2. 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.

10.3. Mercury Content

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

10.4. 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. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

12.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

OR

The Contractor must disclose whether a product or its components contain intentionally added PFAS. If the product or its components contain intentionally added PFAS the Contractor must:

- a. provide an explanation with respect to the intentionally added PFAS contents, including the purpose for which PFAS are used in the product or its components, the types of PFAS used in the product or its components, and the amount of each PFAS used in the product or its components.
- b. indicate whether the product will be labeled or packaged with information about the intentionally added PFAS contents.
- c. identify any alternative products that do not contain intentionally added PFAS.
- d. provide any additional information that would further the Department's implementation of [ED 2021-08](#).

11. Service-Level Agreements (SLA)

The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Deliveries and Reporting	
Definition and Purpose	<ol style="list-style-type: none"> 1. All orders must be delivered within 3 business days after receipt of order (ARO), unless notified at time of shipment of delay or back order, see Backorders and Over shipments Section. If shipment delay determined after order placed, contractor must obtain Program Manager or designee approval of delay. <p style="text-align: center;">AND</p> <ol style="list-style-type: none"> 2. The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions, other than pre-approved alternate items listed in Schedule B, Pricing will be allowed without prior written permission by Program Manager, or designee, and a Change Notice executed by the Contract Administrator. 3. Reports must be accurate and submitted on time.
Acceptable Standards for Order and Delivery	<ol style="list-style-type: none"> 1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.2, Delivery 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time. 3. Items, brands, and quantities delivered will match the Order Confirmation exactly. 4. Signed and dated packing slips will be provided to ordering Agency at the time of delivery. 5. The Entire Order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager, or designee. 6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate. <p>The acceptable standard is 100% compliance.</p>

SLA Metric 1. Deliveries and Reporting	
Credit Due for Failing to Meet the Service Level Agreements for Order and Delivery	<ol style="list-style-type: none"> 1. 5% off questionable invoiced items or late shipments reported to the Program Manager or designee of the Ordering Entity, may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. 10% off questionable invoiced items or late shipments reported to the Program Manager or designee of the Ordering Entity, may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State will be completed within 10 days of notice of assessment.</p>
Acceptable Standard for Reporting	<ol style="list-style-type: none"> 1. Contractor must submit reports as established in Section 2.8., Reporting. Contractor must submit Ad Hoc reports within 5 days of request List of Reports established at contract start are as follows: <ul style="list-style-type: none"> • Monthly Backorder Report • Quarterly User Account Report • Suppliers List (minimum of Annually) • Monthly Fill Rate Report (to Contract Administrator) 2. The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Reporting Standards	<p>A credit of \$2,000 may be assessed for each instance that a required report is not submitted to the Program Manager (PM) by the required due date as established in the Reporting Section.</p>

STATE OF MICHIGAN
 Contract No 230000000346
 Medical Supplies and Equipment -Statewide
SCHEDULE B
PRICING MATRIX

1. 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).
2. The Contractor offers quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.
 Quick payment terms: **see below** % discount off invoice if paid within **see below** days after receipt of invoice.

.5% -10 days, .35% -15 days, .25% -20 days, .1% -30 days

3. The Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Contractor to provide discount amount available off list pricing of Non-Core items

% Discount	
State Agencies	20%
Other Government Entities	20%
Mi Deal Members	20%

Covid Home Test Kit Pricing

1	QUICKV Quidel	QUI20402	Diagnostic 2 Tests/Kit	16.80/Kit
2	UE			
3	INDICAID PHASE	PSEINDICAID2TES	Diagnostic 2 Tests/Kit	9.86/Kit
	Dia	TS		
4	INDICAID PHASE	PSE2110200	Diaanostic 25 Tests/Box	117.00/Box

See following pages for Core Items List, Core Item Pricing available to All State Agencies and Other Government Entities and MiDeal Members.

1. SCHEDULE C - INSURANCE REQUIREMENTS

Contract No. 230000000346
Medical Supplies and Equipment

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract.
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- 7. Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	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 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$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	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident	

Required Limits	Additional Requirements
\$500,000 Each Employee by Disease	
\$500,000 Aggregate Disease	

8. Non-Waiver. This Schedule C 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.

State of Michigan, DTMB - Enterprise
 Risk Management (ERM)

STATE OF MICHIGAN

Contract No. 230000000346
Medical Supplies and Equipment - Statewide

SCHEDULE D Delivery Locations

Department of Health and Human Services

Caro Center
2000 Chambers Road
Caro, MI 48723

Hawthorn Center
18471 Haggerty Road
Northville, MI 48168

Walter P Reuther Psychiatric Hospital
30901 Palmer Road
Westland, MI 48186

Center for Forensic Psychiatry
8303 Platt Road
Saline, MI 48176

Kalamazoo Psychiatric Hospital
1312 Oakland Drive
Kalamazoo, MI 49008

Bay Pines Center
2425 N. 30th St.
Escanaba, MI 49829

Shawono Center
10 North Howes Lake Rd.
Grayling, MI 49738

Department of Military and Veterans Affairs

(older building)
Grand Rapids Home for Veterans
3000 Monroe Ave NE
Grand Rapids, MI 49505

(new building)
Grand Rapids Home for Veterans
2950 Monroe Ave NE
Grand Rapids, MI 49505

D.J. Jacobetti Home for Veterans
425 Fisher St.
Marquette, MI 49855

Michigan Veteran Homes at Chesterfield Township (MVHCT)
 47901 Sugarbush Road
 Chesterfield Township, MI 48047

Department of Corrections

UPPER PENINSULA AND NORTHERN LOWER PENINSULA	
Alger Correctional Facility (LMF) N 6141 Industrial Park Drive Munising, MI 49862	Baraga Correctional Facility (AMF) 13924 Wadaga Rd. Baraga, MI 49908-9204
Brooks Correctional Facility (LRF) 2500 S. Sheridan Rd. Muskegon Heights, MI 49444	Central Michigan Correctional Facility (STF) 320 N. Hubbard St. Louis, MI 48880
Chippewa Correctional Facility (URF) 4269 W. M-80 Kincheloe, MI 49784	Kinross Correctional Facility (KCF) 16807 S. Hugginin Street Kincheloe, MI 49788
Marquette Branch Prison (MBP) 1960 US 41 South Marquette, MI 49855	Muskegon Correctional Facility (MCF) 2400 South Sheridan Dr. Muskegon, MI 49442
Newberry Correctional Facility (NCF) 13747 E. County Road 428 Newberry, MI 49868	Oaks Correctional Facility (ECF) 1500 Caberfae Highway Manistee, MI 49660-9200
Saginaw Correctional Facility (SRF) 9625 Pierce Rd. Freeland, MI 48623	St. Louis Correctional Facility (SLF) 8585 N. Croswell Rd. St. Louis, MI 48880
SOUTHERN LOWER PENINSULA	
Bellamy Creek Correctional Facility (IBC) 1727 W Bluewater Hwy Ionia, MI 48846	Carson City Correctional Facility (DRF) 10274 Boyer Rd. Carson City, MI 48811
Cooper Street Correctional Facility and Special Alternative Incarceration Facility (JCS/SAI) 3100 Cooper St. Jackson, MI 49201	Cotton Correctional Facility (JCF) 3500 N. Elm Rd. Jackson, MI 49201
Detroit Detention Center (DDC) 17601 Mound Rd. Detroit, MI 48212	Egeler Reception & Guidance Center (RGC) 3855 Cooper St. Jackson, MI 49201
Gus Harrison Correctional Facility (ARF) 2727 E. Beecher St.	Handlon Correctional Facility (MTU) 1728 Bluewater Highway

Adrian, MI 49221	Ionia, MI 48846
Ionia Correctional Facility (ICF) 1576 W. Bluewater Highway Ionia, MI 48846	Lakeland Correctional Facilities (LCF) 141 First St. Coldwater, MI 49036
Macomb Correctional Facility (MRF) 34625 26 Mile Rd. New Haven, MI 48048	Michigan Reformatory (RMI) 1342 W. Main St. Ionia, MI 48846
Parnall Correctional Facility (SMT) 1780 E. Parnall Jackson, MI 49201-7138	Thumb Correctional Facility (TCF) 3225 John Conley Dr. Lapeer, MI 48446
Women's Huron Valley Correctional Facility (WHV) 3201 Bemis Rd. Ypsilanti, MI 48197	Woodland Center Correctional Facility (WCC) 9036 E. M-36 Whitmore Lake, MI 48189
Ionia Complex Warehouse 717 Wall Street Ionia, MI 48846	Jackson Regional Warehouse 1994 Parnall Road Jackson, MI 49201
Duane Waters Health Center 3857 Cooper St. Jackson, MI 49201	Green Oaks Training Center 8701 E. M-36 Whitmore Lake, MI 48189-8147

Note: Additional Department of Correction locations not listed above, such as Parole/Probation Offices may also require medical supplies. All State Agencies will be able to utilize this contract, not all are listed here.

Attachment A1, Packing Slip Example

Packing List

Packing Slip Number 8135079PKG



50496 West Pontiac Trail | Wixom, MI 48393 | Tel: 800-737-0045 Ext. 3 | Fax: 248-960-7985 | www.jandbmedical.com

Bill-To:	1178 MDOC - Jackson prison - Lansing account Po Box 30003 Lansing, MI 48909, United States	Ship-To:	MDOC Regional Warehouse 1994 E. Parnall Rd Attn: DWHC-MM Jackson, MI 49201, United States
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Order Date	Pick Up Date	Delivery Number	Waybill
28-JUL-2022 10:49:20	29-JUL-2022 15:52:09	15881606	
Freight Terms	FOB	Shipping Method	Shipping Priority
Prepaid		FEDEX-TL-FedEx Ground	

Packing Instructions:
 Shipping Instructions: PLEASE INCLUDE PACKING SLIP WITH EACH BOX ON THE ORDER

Order Number	Order Line	Cust PO	Item Number	Qty Req	Rec UOM	Qty Ship
696605	1.1	DO2200000161 57	NES4390015167 (NES4390015167) NESTLE RESOURCE 2.0, Very Vanilla Flavored, 8 fl oz. Carton, 24/cs Quantity Shipped: 105 Cases	2520	Ea	2520
696605	11.1	DO2200000161 57	BAX2C7462 MEDICATION SET, Duo-vent Male Luer Lock Connector - Secondary Set, 37", Sterile, 48/Case Quantity Shipped: 6 Cases	6	Cas	6
696605	12.1	DO2200000161 57	BEC367283 BD VACUTAINER SAFETY-LOK BLOOD COLLECTION SETS Blood Collection Set, 23G x 3/4" Needle, 12" Tubing, Luer Adapter, 50/Box, 4 Boxes/Case Quantity Shipped: 4 Cases	16	Box	16
696605	13.1	DO2200000161 57	AVAEM57517 AVALON PAPERS STANDARD EXAM TABLE PAPER, 21" Standard Smooth, 21" x 225', 12/Case Quantity Shipped: 2 Cases	2	Cas	2
696605	14.1	DO2200000161 57	COV888151110 COVIDIEN MONOJECT INSULIN SAFETY SYRINGES 1mL Insulin Safety Syringe, 29ga x 1/2", 100/bx, 5 bx/cs Quantity Shipped: 3 Cases	15	Box	15
696605	15.1	DO2200000161 57	PBE3101 TRANQUILITY CLEANSING WIPES 9"x13", 50/PACK Quantity Shipped: 30 Cases	360	Pkg	360
696605	16.1	DO2200000161 57	SCA50600 (SCA50600) TENA MEN MODERATE GUARD - One Size, White, 20/Bag, 120/Case Quantity Shipped: 6 Cases	36	Bag	36

Tracking Number(s)

Items due to arrive on another shipment				
Item Number	Order Number	Qty	Qty Uom	Qty To Be Shipped
NES4390015167	696605	360	Ea	15 Cases
NESTLE RESOURCE 2.0, Very Vanilla Flavored, 8 fl oz. Carton, 24/cs DYN4258	696605	100	Slv	2 Cases
MEDICINE CUPS 1 OZ. 100/SLEEVE CLEAR COV1050	696605	1800	Ea	2 Cases