

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

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

January 26, 2004

CHANGE NOTICE NO. 2
OF
CONTRACT AGREEMENT NO. 071B0000306
Between Supercedes #071B4000214
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Allie Brothers, Inc. 20295 Middlebelt Road Livonia, MI 48152-2093	TELEPHONE: (248) 477-4434 Sam Allie
	VENDOR NUMBER/MAIL CODE
	BUYER (517)241-4225 Jennifer Hundt
no email	
NIGP #: 800-40-14	Contract Administrator: Steve Abbey
Uniform Oxfords – Michigan Department of State Police	
CS-138 #: N/A	
CONTRACT PERIOD:	From: February 1, 2000 To: January 31, 2006
TERMS	SHIPMENT
Net 30 Days	30 Days After Receipt of Order
F.O.B.	SHIPPED FROM
Delivered	Manufacturer's Plant
MINIMUM DELIVERY REQUIREMENTS	
Twenty-four Pair	
MISCELLANEOUS INFORMATION:	

This Contract is extended to local units of government.

NATURE OF CHANGE (S):

This contract is hereby EXTENDED for one (1) year. The new contract end date is January 31, 2006.

Also, effective immediately the following price decreases are implemented to this contract. Item 001 is changed from \$51.70 to \$48.08 and Item 002 is changed from \$49.71 to \$48.08.

All specifications, terms and conditions remain the same.

ITEM NO.	UNIT	NIGP CODE	DESCRIPTION	UNIT COST
001	PR	800-40-14	<p>OXFORDS, UNIFORM for Michigan State Police; Neoprene Sole, per the attached specifications, terms and conditions</p> <p>Men's Sizes 6-14 Widths N, M, W, EW (A-EEE)</p> <p>Brand: Weinbrenner Thorogood #38509 DO NOT SUBSTITUTE</p>	<u>\$48.08</u>
002	PR	800-40-14	<p>OXFORDS, UNIFORM for Michigan State Police; Neoprene Sole, per the attached specifications, terms and conditions</p> <p>Women's Sizes 5-11, Widths N, M, W, EW</p> <p>Brand: Weinbrenner Thorogood #3851009 DO NOT SUBSTITUTE</p>	<u>\$48.08</u>

AUTHORITY/REASON:

Per vendor letter (John Allie) dated 12/1/03, agency approval (Victoria Oliverez) and DMB/ACQUISITION SERVICES approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$466,004.30

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

May 17, 2001

CHANGE NOTICE NO. 1
 OF
 CONTRACT AGREEMENT NO. 071B0000306

Between Supercedes #071B4000214
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Allie Brothers, Inc. 20295 Middlebelt Road Livonia, MI 48152-2093	TELEPHONE: (248) 477-4434 Sam Allie	
	VENDOR NUMBER/MAIL CODE	
	BUYER (517)373-7368 no email Corinne Sackrider	
NIGP #: 800-40-14	Contract Administrator: Steve Abbey	CS-138 #: N/A
Uniform Oxfords – Michigan Department of State Police		
CONTRACT PERIOD:	From: February 1, 2000	To: January 31, 2005
TERMS	Net 30 Days	SHIPMENT 30 Days After Receipt of Order
F.O.B.	Delivered	SHIPPED FROM Manufacturer's Plant
MINIMUM DELIVERY REQUIREMENTS Twenty-four Pair		
MISCELLANEOUS INFORMATION:		

This Contract is extended to local units of government.

NATURE OF CHANGE (S):

Prices have INCREASED by 5% per attached revised pricing page.

AUTHORITY/REASON:

Per letter from manufacturer

INCREASE: \$50,000.00

TOTAL ESTIMATED CONTRACT VALUE: \$466,004.30

071B0000306

Change Notice # 1

Page 2

May 17, 2001

ITEM LISTING/PRICING PAGE

ITEM NO.	UNIT	NIGP CODE	DESCRIPTION	UNIT COST
001	PR	800-40-14	OXFORDS, UNIFORM for Michigan State Police; Neoprene Sole, per the attached specifications, terms and conditions. Men's Sizes 6-14, Widths N, M, W, EW (A – EEE) Brand: Weinbrenner Thorogood #38509 DO NOT SUBSTITUTE	<u>\$51.70</u>
002	PR	800-40-14	OXFORDS, UNIFORM for Michigan State Police; Neoprene Sole, per the attached specifications, terms and conditions. Women's Sizes 5-11, Widths N, M, W, EW Brand: Weinbrenner Thorogood #38510 DO NOT SUBSTITUTE	<u>\$49.71</u>

The terms and conditions require a minimum order of 24 pair of women's shoes – assorted sizes, and/or 24 pair of men's shoes – assorted sizes, or more.

Person(s) responsible for administering this [Contract](#).

NAME: Sam Allie

NAME: Russ Smith

TITLE: Manager

TITLE: Sales Executive

PHONE: (248) 477-4434

PHONE: (248) 477-4434

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

February 9, 2006

NOTICE
 OF
 CONTRACT AGREEMENT NO. 071B0000306
 Between
 THE STATE OF MICHIGAN
 and

Supercedes #071B4000214

NAME & ADDRESS OF VENDOR Allie Brothers, Inc. 20295 Middlebelt Road Livonia, MI 48152-2093	TELEPHONE: (248) 477-4434 Sam Allie	
	VENDOR NUMBER/MAIL CODE	
	BUYER (517)373-7368 Corinne Sackrider	
NIGP #: 800-40-14	Contract Administrator: Steve Abbey	CS-138 #: N/A
Uniform Oxfords – Michigan Department of State Police		
CONTRACT PERIOD: From: February 1, 2000		To: January 31, 2005
TERMS Net 30 Days	SHIPMENT 30 Days After Receipt of Order	
F.O.B. Delivered	SHIPPED FROM Manufacturer's Plant	
MINIMUM DELIVERY REQUIREMENTS Twenty-four Pair		
MISCELLANEOUS INFORMATION:		

This Contract is extended to local units of government.

The terms and conditions of this Contract are those of ITB #071I9000805, this Contract Agreement and the vendor's quote dated August 26, 1999. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Cost for One Year: \$76,267.46

Est. Contract Value: \$416,004.30

GENERAL

This Contract is for the commodities or services specified thereunder to be furnished during the period as noted. Exact quantities to be purchased are unknown except Contractor will be required to furnish all such materials as may be ordered during the Contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by the Department of State Police on the [Direct Purchase Order Release Form](#) and by the Office of Purchasing on the [Direct Purchase Order Form](#).

The "ship to" address for the Michigan Department of State Police is Management Services Section, Warehouse, 714 S. Harrison Road, East Lansing, MI 48823.

ORDER OF PRECEDENCE

This Contract will consist of published addenda modifying the ITB, the contents of the ITB, and the Contractor's response to the ITB requirements. In case of disagreement, the ITB as modified by the published addenda will rule. The State of Michigan shall not be bound by any part(s) of any bidder's response to the ITB which contains information, options, conditions, terms, or prices not requested nor required in the ITB.

NO WAIVER OF DEFAULT

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

REVISIONS

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

SEVERABILITY

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

GOVERNING LAW

This [Contract](#) shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

CONTRACT TERM

The term of this [Contract](#) will be for a five (5) year period and will commence with the issuance of the [Contract](#). This will be from February 1, 2000 through January 31, 2005.

ISSUING OFFICE

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

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this. The Office of Purchasing will remain the SOLE POINT OF CONTACT throughout the procurement process until such time as the Director of Purchasing shall direct otherwise in writing (see paragraph below). All communications covering this procurement must be addressed to:

Department of Management and Budget
Office of Purchasing
Attn: *Corinne Sackrider*
2nd Floor, Mason Building
P. O. Box 30026
Lansing, Michigan 48909

CONTRACT ADMINISTRATOR

Upon receipt at the Office of Purchasing of the properly executed **Contract** Agreement, it is anticipated that the Director of Purchasing will direct the State Police be authorized to administer this **Contract** on a day-to-day basis during the term of this **Contract**. However, administration of this **Contract** implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such **Contract**. That authority is retained by the Office of Purchasing. The Contract Administrator for this project is:

Steven Abbey
Management Services Section
Michigan Department of State Police
714 S. Harrison Road, East Lansing, MI 48823
Tel No.: (517) 336-6129

INCURRING COSTS

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

NEWS RELEASES

News releases pertaining to this Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this Contract are to be released without prior written approval of the State and then only to persons designated.

PRIME CONTRACTOR RESPONSIBILITIES

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

QUALITY ASSURANCE

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

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.

SPECIFICATIONS

Definite Specifications - All commodities and services to be furnished thereunder shall conform to the specifications as noted in the copies of specifications attached. The manufacturer or their representative shall conduct on-site fittings for all recruit schools for the duration of this Contract. There may be two (2) to four (4) recruit schools per year.

PRICE

Prices quoted are the maximum for a period of 365 from date [Contract](#) becomes effective.

Prices may be subject to revision at the end of each 365 day period if there are changes in the general industry. Revisions may be either increases or decreases and may be requested by either party. Evidence of general industry changes, such as revised printed price lists or notices, and evidence that the change actually affected the Contractor's costs for materials must accompany the request. The prices quoted shall be firm for 365 days. Requests for price changes shall be received in writing at least thirty (30) days prior to their effective date and are subject to written acceptance before becoming effective. If proposed prices are not acceptable to either party, the [Contract](#) may be cancelled. The Contractor remains responsible for performing according to the [Contract](#) terms at the [Contract](#) price for all orders received before price revisions are approved or before the [Contract](#) is cancelled.

The postmark date on the [Contract](#) Release will determine prices to be charged on orders (requesting a single shipment to be delivered prior to the effective date of the price revision) which may already be in transit to the Contractor prior to the new price implementation date. Orders issued by agencies requesting multiple deliveries, over a specified period of time, which may overlap two price periods, shall reflect the current price at the time of delivery.

F.O.B. POINT

Prices are quoted "F.O.B. Delivered".

MINIMUM ORDER

The minimum order is 24 pair of women's shoes – assorted sizes, and/or 24 pair of men's shoes – assorted sizes, or more.

DELIVERY

All orders shall be delivered within thirty (30) calendar days after receipt of order.

ACCOUNTING RECORDS

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

INDEMNIFICATION

1. General Indemnification

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

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

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

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

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

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

2. Patent/Copyright Infringement Indemnification

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

3. Indemnification Obligation Not Limited

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

4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions which occurred prior to termination.

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the [Contract \(Direct Purchase Order\)](#), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the [Contract \(Direct Purchase Order\)](#).

BEFORE STARTING WORK THE CONTRACTOR MUST FURNISH TO THE OFFICE OF PURCHASING, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE [CONTRACT](#) OR [DIRECT PURCHASE ORDER NO.](#) MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice bearing the [Contract No.](#) or [Direct Purchase Order No.](#) has been given to the Director of Purchasing.

DELEGATION

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

TAXES

The State of Michigan is exempt from Federal Excise Tax, State or Local Sales Tax. [Contract](#) prices shall not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

PACKAGING

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

PALLETIZING

Shipments may be requested as palletized deliveries; and if requested, shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

RECYCLED CONTAINERS

[The Contractor is](#) encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

ASSIGNMENT

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

DISCLOSURE

All information in this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

CANCELLATION

(a) The State may cancel the Contract for default of the Contractor. Default is defined as the failure of the Contractor to fulfill the obligations of the quotation or Contract. In case of default by the Contractor, the State may immediately and/or upon 30 days prior written notice to the Contractor cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees and procure the services or products from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

(b) The State may cancel the Contract in the event the State no longer needs the services or products specified in the Contract, or in the event program changes, changes in laws, rules or regulations, relocation of offices occur, or the State determines that Statewide implementation of the Contract is not feasible, or if prices for additional service requested by the State are not acceptable to the State. The State may cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation.

(c) The State may cancel the Contract for lack of funding. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation of funds for this project. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The State shall give the Contractor written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation.

(d) The State may immediately cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the Contractor's business integrity.

(e) The State may immediately cancel the Contract in whole or in part by giving notice of termination to the Contractor if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 4-6.

(f) The State may, within 30 days written notice to the Contractor, cancel the Contract in the event prices proposed for Contract modification/extension are unacceptable to the State.

ADDITIONAL PRODUCTS

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

CONTRACT DISTRIBUTION

The Office of Purchasing shall retain the sole right of [Contract](#) distribution to all State agencies and local units of government unless other arrangements are authorized by the purchasing office.

NON-STATE AGENCY REQUIREMENTS

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. The bidder is requested to complete the attached "Non-State Agency Statement" to indicate a willingness to supply commodities to these authorized local units of government, school districts, etc. as well as the State departments and agencies. Should a [Contract](#) result, a listing of approved program members will be included.

Inasmuch as these are non-State agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis. Orders received from non-approved local units of government shall not be considered unless prior approval is granted by DMB-Office of Purchasing.

Estimated Requirements For Authorized Local Units Of Government **were not** included in the quantities shown on the Invitation To Bid.

USAGE REPORTING - LOCAL UNITS OF GOVERNMENT

The Contractor will be required to report the Contract usage by local units of government. Such usage shall be reported quarterly and by item to the buyer in the Office of Purchasing, Department of Management and Budget.

USAGE REPORTING - STATE AGENCIES

The Contractor may be required to report Contract usage by the State Police. Such usage shall be reported when requested by the buyer in the Office of Purchasing, Department of Management and Budget.

NON-DISCRIMINATION CLAUSE

In the performance of this [Contract](#) or [Direct Purchase Order](#) resulting herefrom, the [Contractor](#) agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The [Contractor](#) further agrees that every subcontract entered into for the performance of this [Contract](#) or [Direct Purchase Order](#) resulting herefrom will contain a provision requiring non-discrimination in employment as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the [Contract](#) or [Direct Purchase Order](#).

ITEM LISTING/PRICING PAGE

ITEM NO.	UNIT	NIGP CODE	DESCRIPTION	UNIT COST
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001	PR	800-40-14	<p>OXFORDS, UNIFORM for Michigan State Police; Neoprene Sole, per the attached specifications, terms and conditions.</p> <p>Men's Sizes 6-14, Widths N, M, W, EW (A – EEE)</p> <p>Brand: Weinbrenner Thorogood #38509 DO NOT SUBSTITUTE</p>	<u>\$49.24</u>
002	PR	800-40-14	<p>OXFORDS, UNIFORM for Michigan State Police; Neoprene Sole, per the attached specifications, terms and conditions.</p> <p>Women's Sizes 5-11, Widths N, M, W, EW</p> <p>Brand: Weinbrenner Thorogood #38510 DO NOT SUBSTITUTE</p>	<u>\$47.34</u>

The terms and conditions require a minimum order of 24 pair of women's shoes – assorted sizes, and/or 24 pair of men's shoes – assorted sizes, or more.

Person(s) responsible for administering this [Contract](#).

NAME: Sam Allie _____ **NAME: Russ Smith** _____

TITLE: Manager _____ **TITLE: Sales Executive** _____

PHONE: (248) 477-4434 _____ **PHONE: (248) 477-4434** _____

June 1999

**MICHIGAN STATE POLICE SPECIFICATIONS
SERVICE OXFORDS
COMMODITY #4423-**

STYLE:

Men's and Women's Service Oxfords.

COLOR:

Black.

UPPER:

Upper material shall be black, smooth, high-shine, cowhide leather 3.5 - 4 oz. minimum thickness.

Pattern shall be 5-eyelet plain toe blucher oxford for men and a 4-eyelet plain toe blucher for women.

Vamp lining shall be white drill.

Quarter lining shall be black Cambrelle for moisture wicking and abrasion resistance.

Eyelets shall be hidden, metal.

Box toe shall be polystyrene providing a firm, smooth surface.

Counter shall be one piece Bixsuede properly anchored and skived.

Laces shall be 33" black Taslon with plastic tips to be approved by the Michigan State Police.

SOLE:

Insole shall be a removable Poly-Pillow Footspacer black brush polyurethane to absorb shock and reduce fatigue.

Shank shall be Tru-fit fiberglass properly sized and positioned.

Midsole shall be 4 iron black rubber.

Outsole shall be a lightweight, slip-resisting Vibram EVA crepe unit for comfort and long wear.

CONSTRUCTION:

The upper shall be attached by Goodyear welt construction using #610 black leather tuff material.

MICHIGAN STATE POLICE SPECIFICATIONS CONT.

COMFORT:

Shoes shall be constructed to provide comfort and wearability.

WARRANTY:

Manufacturer agrees to warrant to the original purchaser that the product will be free from defects in materials and workmanship for a period of one (1) year from date of purchase.

BAR CODING:

The Michigan State Police have implemented a bar coding system. The vendor is required to attach a bar code label to each garment and box. The bar code must be the 12 character UPC code assigned by the Uniform Code Council (UCC) or be compatible with the Michigan State Police system. If the vendor uses a bar code other than the UPC, the Michigan State Police must approve the vendor's bar code prior to shipment of items to insure compatibility.

PACKAGING:

Shoes shall be packaged one pair per box; the box shall be barcoded with size and style clearly marked.

LABELS:

Each shoe shall have a sewn or glued on label containing the manufacturer's name, size of the shoe, and style number. Placement of the label shall be on the inside of each tongue.

DELIVERY:

All orders must be delivered complete to the Michigan State Police within 30 days of purchase order.

QUALITY ASSURANCE:

Quality assurance is designed to meet the following requirements: ISO 9001 1994 Registered (International Standard/ISO 1994, Quality Systems Specifications for Design, Development, Production, Installation and Servicing).

SILENCE OF SPECIFICATION:

The apparent silence of this specification as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that the materials and workmanship of first quality shall be used.

MICHIGAN STATE POLICE SPECIFICATIONS CONT.

MEN'S STYLE:

Weinbrenner Thorogood #38509.

WOMEN'S STYLE:

Weinbrenner Thorogood #38510.

PRODUCTION:

Upon arrival at the Department of State Police, a random sampling of the shoes will be made to ensure adherence to MSP specifications. Should this random sampling discover manufacturing not to MSP specifications, all shoes in that shipment may be returned to the manufacturer for correction or replacement at manufacturer's expense. Release of payment for each order will not be made until the shipment has been approved by the Uniform Services Bureau.

SIZES:Men's:

<u>Width</u>	<u>Sizes (incl. 1/2 sizes)</u>	<u>Full Sizes</u>
N	7 - 12	13-14
M	7 - 12	13-14
W	7 - 12	13-14
EW	7 - 12	13-14

Women's:

M	6 - 11
W	5 - 10

Note: Sizes other than above shall be available on special order.

SHOE FITTING:

The manufacturer or their representative shall conduct on-site fittings for all recruit schools for the duration of this Contract.

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STATE OF MICHIGAN

DEPARTMENT OF MANAGEMENT AND BUDGET

OFFICE OF PURCHASING

INSTITUTION DIVISION

UNIFORM OXFORDS FOR

MICHIGAN DEPARTMENT OF STATE POLICE

