Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

August 16, 2006

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B4200386
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (800) 889-5186 **Kasie Taylor**
Abatix Corporation **3011 East Broadway Road Suite #300** **Phoenix, AZ 85040** **ktaylor@abatix.com**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **High-Visibility Safety Vests - Department of Transportation**	
CONTRACT PERIOD: From: **September 1, 2004** To: **August 31, 2007**	
TERMS **Net 30 Days**	SHIPMENT **2 – 4 Weeks ARO**
F.O.B. **Delivered**	SHIPPED FROM **Santa Ana, CA**
MINIMUM DELIVERY REQUIREMENTS	
$100.00 Minimum Order	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby INCREASED by $60,000.00.

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

AUTHORITY/REASON:

Per agency request and State Administrative Board Approval on August 15,2006.

INCREASE: $ 60,000.00

TOTAL REVISED ESTIMATED CONTACT VALUE: $223,666.26

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

March 22, 2006

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B4200386
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (800) 889-5186 **Kasie Taylor**
Abatix Corporation **3011 East Broadway Road Suite #300** **Phoenix, AZ 85040** **ktaylor@abatix.com**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **High-Visibility Safety Vests - Department of Transportation**	
CONTRACT PERIOD: From: **September 1, 2004** To: **August 31, 2007**	
TERMS **Net 30 Days**	SHIPMENT **2 – 4 Weeks ARO**
F.O.B. **Delivered**	SHIPPED FROM **Santa Ana, CA**
MINIMUM DELIVERY REQUIREMENTS	
$100.00 Minimum Order	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED one year from August 31, 2006 to August 31, 2007.

AUTHORITY/REASON:

Per DMB, Purchasing Operations request by letter dated February 28, 2006, vendor acceptance by letter dated February 28, 2006, and State Administrative Board Approval on March 21, 2006.

INCREASE: $ 90,000.00

TOTAL REVISED ESTIMATED CONTACT VALUE: $163,666.26

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

February 27, 2006

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B4200386
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Abatix Corporation** **3011 East Broadway Road Suite #300** **Phoenix, AZ 85040** **ktaylor@abatix.com**	TELEPHONE (800) 889-5186 **Kasie Taylor** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **High-Visibility Safety Vests - Department of Transportation**	
CONTRACT PERIOD: From: **September 1, 2004** To: **August 31, 2006**	
TERMS **Net 30 Days**	SHIPMENT **2 – 4 Weeks ARO**
F.O.B. **Delivered**	SHIPPED FROM **Santa Ana, CA**
MINIMUM DELIVERY REQUIREMENTS **$100.00 Minimum Order**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

Effective immediately, Item Nos. 001 through 006 Vests, Safety and Item Nos. 007 through 012 Vests, Safety, "Tearaway" are hereby replaced with Item Nos. 001 through 005 Vests, Safety, Mesh and Item Nos. 006 through 010 Vests, Safety, Mesh, "Tearaway".

Manufacturer is changed from M. L. Kishigo Manufacturing Co. to X-treme Design USA.

Per attached specifications for "Full Mesh Vest" and "Full Mesh Vest-Tearaway", Personal Protective Equipment Michigan Department of Transportation Revised 2/2006 (10 Pages).

Delivery: 2 – 4 Weeks ARO

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

AUTHORITY/REASON:

Per agency request (Gene Pline) dated February 21, 2006 and vendor proposal dated February 20, 2006.

TOTAL ESTIMATED CONTACT VALUE REMAINS: $73,666.26

ITEM LISTING/PRICING PAGE

Item No.	Unit	Size	DESCRIPTION	Unit Cost
001	EA	Small/ Medium	**VESTS, SAFETY**, **MESH,** per attached specification. Manufacturer: X-treme Design USA Product #: SVMI4355M-S/M	$19.43
002	EA	Large	**VESTS, SAFETY**, **MESH,** per attached specification. Manufacturer: X-treme Design USA Product #: SVMI4355M-L	$19.83
003	EA	X-Large	**VESTS, SAFETY**, **MESH,** per attached specification. Manufacturer: X-treme Design USA Product #: SVMI4355M-XL	$20.98
004	EA	2XL	**VESTS, SAFETY**, **MESH,** per attached specification. Manufacturer: X-treme Design USA Product #: SVMI4355M-2X	$21.94
005	EA	3XL	**VESTS, SAFETY**, **MESH,** per attached specification. Manufacturer: X-treme Design USA Product #: SVMI4355M-3X	$22.50
006	EA	Small/ Medium	**VESTS, SAFETY**, **MESH, "TEARAWAY"**, per attached specification. Manufacturer: X-treme Design USA Product #: SVMI4355MBA-S/M	$27.48
007	EA	Large	**VESTS, SAFETY**, **MESH, "TEARAWAY",** per attached specification. Manufacturer: X-treme Design USA Product #: SVMI4355MBA-L	$28.82
008	EA	X-Large	**VESTS, SAFETY**, **MESH, "TEARAWAY",** per attached specification. Manufacturer: X-treme Design USA Product #: SVMI4355MBA-XL	$30.24
009	EA	2XL	**VESTS, SAFETY**, **MESH, "TEARAWAY",** per attached specification. Manufacturer: X-treme Design USA Product #: SVMI4355MBA-2X	$31.37
010	EA	3XL	**VESTS, SAFETY**, **MESH,** "TEARAWAY", per attached specification. Manufacturer: X-treme Design USA Product #: SVMI4355MBA-3X	$33.30

The terms and conditions require a minimum order of $100.00.

Person responsible for administering this Contract:

NAME: Kasie Taylor PHONE: (800) 889-5186, (602) 323-1941

TITLE: Bid Specialist FAX: (602) 323-1942 E-MAIL: ktaylor@abatix.com

SPECIFICATION
PERSONAL PROTECTIVE EQUIPMENT
MICHIGAN DEPARTMENT OF TRANSPORTATION
FULL MESH VEST

The following specification outlines the garment requirements for a high visibility personal protective equipment vest to be worn by personnel while working on or adjacent to the roadway. The performance and design criteria of this garment are established to provide enhanced visibility over a wide range of lighting and environmental conditions encountered in the road work setting

Full mesh style vest shall meet ANSI/ISEA 107-2004 For Performance Class 2, Level 2 garments (with the possible exception of size small vests as required below).

MATERIAL AND CONSTRUCTION:

- Open weave (mesh) fabric front, sides, and back.
- The material must be a strong yellow-green (fluorescent lime-yellow) in color meeting the ANSI/ISEA 107-2004 requirements for chromaticity.
- Arm and neck holes shall have .5+/-1/16th inch bias binding of the same color.
- The vest must be offered in six sizes (small[S], medium[M], large[L], extra large[XL], and extra extra large[2XL] and 3XL) to ensure comfortable fitting sizes to our users. Sizing shall be based on typical men's clothing sizes as shown below:

Size Chart	
Small	34”-36”
Medium	38”-40”
Large	42”-44”
X-Large	46”-48”
2X-Large	50”-52”
3X-Large	54”-56”

- The fabric must be durable and launderable for repeat use and extended life for a minimum of 25 washings.

TRIM MATERIAL:

- 4.5” wide Fluorescent orange (or orange-red) color, piece dyed for stability and meeting the ANSI/ISEA 107-2004 requirements for chromaticity.
- 1” wide retro-reflective material shall be applied .25” from each outside edge on the exposed face of the trim.
- Retro-reflective material shall be heat fused to the trim.

- Retro-reflective brilliance shall meet ANSI/ISEA 107-2004 Level 2 performance.

- Trim material will be sewn onto the vest as demonstrated in the attached figure 2 (note: reflective trim size **must be 1”**).

PPE CLOSURES:

- Hook and loop and fluorescent lime-yellow in color. 3 locations on the front. Recommended locations are:

    - Horizontal 1”x 4” loop pieces are sewn on the user’s right-hand front side of the garment in the following locations:
        - *Top: 1.5” down from the corner of the bias on center.*
        - *Bottom: 1.5” up from the bottom of the vest on center.*
        - *Middle: 1/8” above the trim on center.*

    - Hook pieces are sewn onto the user’s left-hand side of the garment on the back in the following locations:
        - *Top: 1.25” down from the corner of the bias on center.*
        - *Bottom: 1.25” up from the bottom of the vest on center.*
        - *Middle: Just above the trim.*

OUTSIDE POCKETS:

- The pockets will be located in conformance with the attached figure 1.

- On small[S], medium[M] and large[L] garments, the pockets will be 5” from each folded front edge and parallel with the hem.

- On extra large[XL] and extra extra large[XXL] garments, the pockets will be 6” from each folded front edge and parallel with the hem.

- The pocket will have outside access behind the top of the horizontal trim piece.

- The pocket dimensions will be 6” wide and 7” deep for a full width pocket.

INSIDE POCKETS:

- Left inside breast to vest.

- Located as follows:

    a) Small[S], medium[M] and large[L]: 10½” down from the shoulder point, 3” in from the folded front edge.

b) Extra large[XL] & extra extra large[XXL]: 11¼" down from the shoulder point, 3½" in from the folded front edge.

- Pocket has doubled layered pocket to accommodate pencils.

- Front layer of pocket measures 5¾" wide and approximately 5½" deep with four evenly spaced vertical slots sewn for pencils. The top of this pocket will be below the second layer pocket for ease of access.

- Second layer of pocket measures 5¾" wide and 6" deep for a full width pocket.

MARKING PLACEMENT:

- The care label and marking must meet the ANSI/ISEA 107-2004 specification.

CERTIFICATION:

A certification must be provided to MDOT prior to the first shipment stating that the garment meets the ANSI-ISEA 107-2004 Performance Class 2 (as allowed per ANSI/ISEA 107-2004 Appendix D6).

SUPPLEMENTAL TERMS AND CONDITIONS

SAMPLES:

- Prior to award, the department requires a sample to evaluate quality and/or compliance with specification.

- Any substitute of material specified must meet specifications and must be evaluated for quality and compliance prior to contract award.

CONTRACT QUANTITIES:

- Estimated quantity is based on previous purchases. Actual quantities purchased throughout the contract period may vary considerably from estimates. Contract period may vary due to timing of revision of specification.

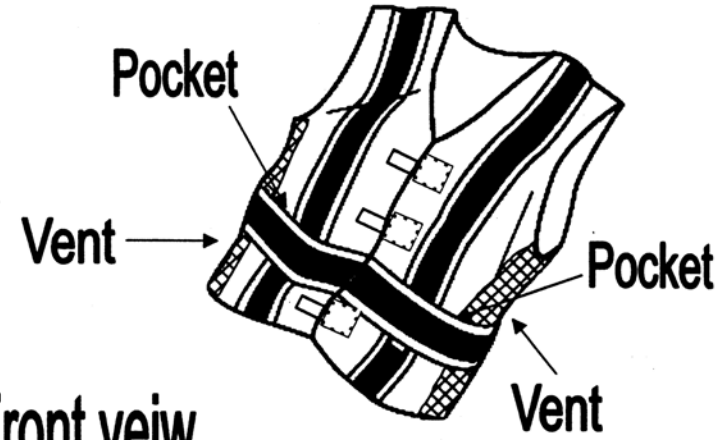
DELIVERY LOCATION:

- Material shall be delivered to the MDOT Central Warehouse, 7575 Crowner Dr., Lansing, MI. 48909. Receiving hours are 7:00 a.m. – 3:00 a.m.

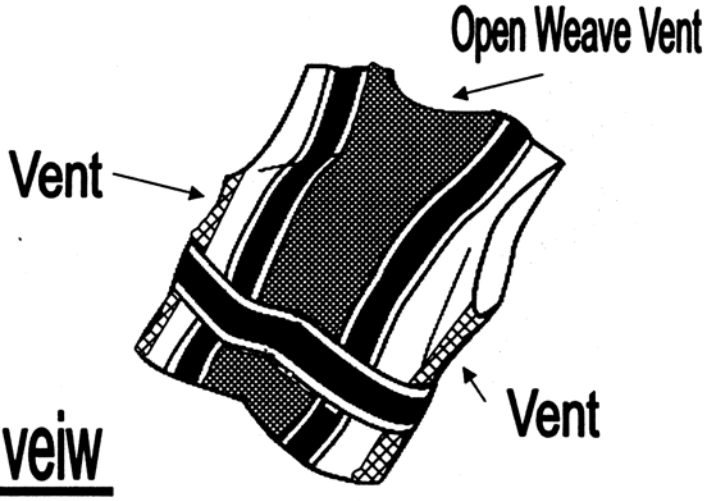
DELIVERY REQUIREMENTS:

- Initial delivery shall be no later than 60 days after receipt of order. On subsequent orders, delivery will be no later than 30 days after receipt of order.

HV PPE Specification
Figure 1



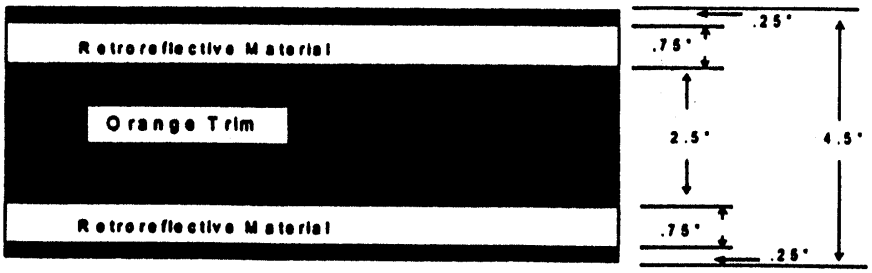
Front veiw



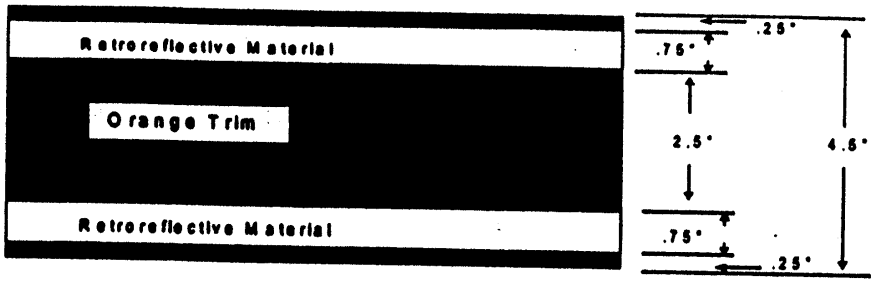
Back veiw

Figure 2
Note: Retro-reflective trim material must be 1 inch in width each versus .75 inch as shown below.

- Trim design and placement shall be as follows:



Two stripes of retroreflective material shall be applied to the woven fluorescent trim by heat-fusing as shown:



SPECIFICATION
PERSONAL PROTECTIVE EQUIPMENT
MICHIGAN DEPARTMENT OF TRANSPORTATION
FULL MESH VEST – "TEARAWAY"

The following specification outlines the garment requirements for a high visibility personal protective equipment vest to be worn by personnel while working on or adjacent to the roadway. The performance and design criteria of this garment are established to provide enhanced visibility over a wide range of lighting and environmental conditions encountered in the road work setting

Full mesh style vest shall meet ANSI/ISEA 107-2004 For Performance Class 2, Level 2 garments (with the possible exception of size small vests as required below).

MATERIAL AND CONSTRUCTION:

- Open weave (mesh) fabric front, sides, and back.

- The material must be a strong yellow-green (fluorescent lime-yellow) in color meeting the ANSI/ISEA 107-2004 requirements for chromaticity.

- Arm and neck holes shall have .5+/-1/16th inch bias binding of the same color.

- The vest must be offered in six sizes (small[S], medium[M], large[L], extra large[XL], and extra extra large[2XL] and 3XL) to ensure comfortable fitting sizes to our users. Sizing shall be based on typical men's clothing sizes as shown below:

Size Chart	
Small	34"-36"
Medium	38"-40"
Large	42"-44"
X-Large	46"-48"
2X-Large	50"-52"
3X-Large	54"-56"

- The fabric must be durable and launderable for repeat use and extended life for a minimum of 25 washings.

- "Tearaway" vest shall have "Hook and Loop" separation at center front (See PPE Closures section below), both shoulders, and both sides. Hook and loop specifications are: shear strength of approximately 18 lbs and 9 psi, peel strength of approximately .4 lbs. The hook and loop is one inch in all locations. If proposed substitutes do not meet specifications, but are close, then data must be provided and samples submitted for evaluation.

TRIM MATERIAL:

- 4.5” wide Fluorescent orange (or orange-red) color, piece dyed for stability and meeting the ANSI/ISEA 107-2004 requirements for chromaticity.

- 1” wide retro-reflective material shall be applied .25” from each outside edge on the exposed face of the trim.

- Retro-reflective material shall be heat fused to the trim.

- Retro-reflective brilliance shall meet ANSI/ISEA 107-2004 Level 2 performance.

- Trim material will be sewn onto the vest as demonstrated in the attached figure 2 (note: reflective trim size **must be 1”**).

PPE CLOSURES:

- Hook and loop and fluorescent lime-yellow in color. 3 locations on the front. Recommended locations are:

    - Horizontal 1”x 4” loop pieces are sewn on the user’s right-hand front side of the garment in the following locations:
        - *Top: 1.5” down from the corner of the bias on center.*
        - *Bottom: 1.5” up from the bottom of the vest on center.*
        - *Middle: 1/8” above the trim on center.*

    - Hook pieces are sewn onto the user’s left-hand side of the garment on the back in the following locations:
        - *Top: 1.25” down from the corner of the bias on center.*
        - *Bottom: 1.25” up from the bottom of the vest on center.*
        - *Middle: Just above the trim.*

OUTSIDE POCKETS:

- The pockets will be located in conformance with the attached figure 1.

- On small[S], medium[M] and large[L] garments, the pockets will be 5” from each folded front edge and parallel with the hem.

- On extra large[XL] and extra extra large[XXL] garments, the pockets will be 6” from each folded front edge and parallel with the hem.

- The pocket will have outside access behind the top of the horizontal trim piece.

- The pocket dimensions will be 6” wide and 7” deep for a full width pocket.

INSIDE POCKETS:

- Left inside breast to vest.

- Located as follows:

  c) Small[S], medium[M] and large[L]: 10½" down from the shoulder point, 3" in from the folded front edge.

  d) Extra large[XL] & extra extra large[XXL]: 11¼" down from the shoulder point, 3½" in from the folded front edge.

- Pocket has doubled layered pocket to accommodate pencils.

- Front layer of pocket measures 5¾" wide and approximately 5½" deep with four evenly spaced vertical slots sewn for pencils. The top of this pocket will be below the second layer pocket for ease of access.

- Second layer of pocket measures 5¾" wide and 6" deep for a full width pocket.

MARKING PLACEMENT:

- The care label and marking must meet the ANSI/ISEA 107-2004 specification.

CERTIFICATION:

A certification must be provided to MDOT prior to the first shipment stating that the garment meets the ANSI-ISEA 107-2004 Performance Class 2 (as allowed per ANSI/ISEA 107-2004 Appendix D6).

SUPPLEMENTAL TERMS AND CONDITIONS

SAMPLES:

- Prior to award, the department requires a sample to evaluate quality and/or compliance with specification.

- Any substitute of material specified must meet specifications and must be evaluated for quality and compliance prior to contract award.

CONTRACT QUANTITIES:

- Estimated quantity is based on previous purchases. Actual quantities purchased throughout the contract period may vary considerably from estimates. Contract period may vary due to timing of revision of specification.

DELIVERY LOCATION:

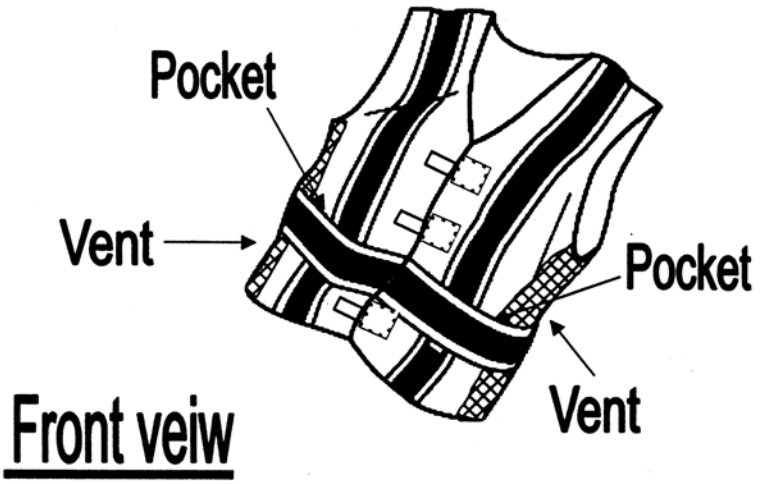
- Material shall be delivered to the MDOT Central Warehouse, 7575 Crowner Dr., Lansing, MI. 48909. Receiving hours are 7:00 a.m. – 3:00 a.m.

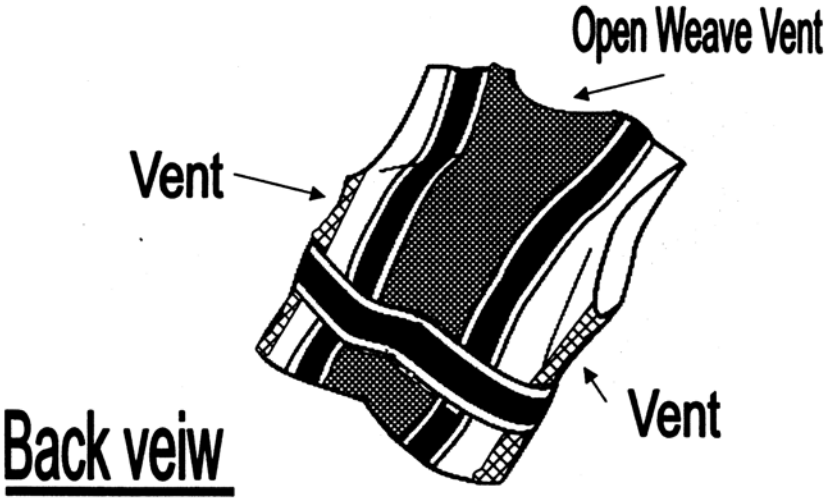
DELIVERY REQUIREMENTS:

- Initial delivery shall be no later than 60 days after receipt of order. On subsequent orders, delivery will be no later than 30 days after receipt of order.

Specification developed 1999
Revised 2/2006

HV PPE Specification
Figure 1





Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

September 13, 2005

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B4200386
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (800) 889-5186 **Roxann Bernal**
Abatix Corporation **3011 East Broadway Road Suite #300** **Phoenix, AZ 85040** **rbernal@abatix.com**	VENDOR NUMBER/MAIL CODE **(2) 751908110 (001)** BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **High-Visibility Safety Vests - Department of Transportation**	
CONTRACT PERIOD: From: **September 1, 2004** To: **August 31, 2006**	
TERMS **Net 30 Days**	SHIPMENT **4 – 6 Weeks ARO**
F.O.B. **Delivered**	SHIPPED FROM **Santa Ana, CA**
MINIMUM DELIVERY REQUIREMENTS	
$100.00 Minimum Order	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby INCREASED by $24,555.42. All other terms, conditions, and specifications remain unchanged.

AUTHORITY/REASON:

Per agency request and State Administrative Board approval on September 13, 2005.

INCREASE: $24,555.42

TOTAL REVISED ESTIMATED CONTACT VALUE: $73,666.26

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

June 6, 2005

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B4200386
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (800) 889-5186 **Roxann Bernal**
Abatix Corporation **3011 East Broadway Road Suite #300** **Phoenix, AZ 85040** **rbernal@abatix.com**	VENDOR NUMBER/MAIL CODE **(2) 751908110 (001)** BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **High-Visibility Safety Vests - Department of Transportation**	
CONTRACT PERIOD: From: **September 1, 2004** To: **August 31, 2006**	
TERMS **Net 30 Days**	SHIPMENT **4 – 6 Weeks ARO**
F.O.B. **Delivered**	SHIPPED FROM **Santa Ana, CA**
MINIMUM DELIVERY REQUIREMENTS	
$100.00 Minimum Order	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby EXTENDED one year from August 31, 2005 to August 31, 2006.

AUTHORITY/REASON:

Per DMB, Acquisition Services request by letter dated April 18, 2005, vendor agreement by letter (Roxann Bernal) dated April 29, 2005, and Administrative Board approval on June 7, 2005.

INCREASE: $24,555.42

TOTAL REVISED ESTIMATED CONTACT VALUE: $49,110.84

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

October 13, 2004

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B4200386
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (800) 889-5186 **Roxann Bernal**
Abatix Corporation **3011 East Broadway Road Suite #300** **Phoenix, AZ 85040** **rbernal@abatix.com**	VENDOR NUMBER/MAIL CODE **(2) 751908110 (001)** BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **High-Visibility Safety Vests - Department of Transportation**	
CONTRACT PERIOD: From: **September 1, 2004** To: **August 31, 2005**	
TERMS **Net 30 Days**	SHIPMENT **4 – 6 Weeks ARO**
F.O.B. **Delivered**	SHIPPED FROM **Santa Ana, CA**
MINIMUM DELIVERY REQUIREMENTS	
$100.00 Minimum Order	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE(S):

Effective immediately, the following items are added to this Contract:

Item No. 007 Vests, Safety – Tearaway Version, Size S $28.94 each
Item No. 008 Vests, Safety – Tearaway Version, Size M $28.94 each
Item No. 009 Vests, Safety – Tearaway Version, Size L $29.96 each
Item No. 010 Vests, Safety – Tearaway Version, Size XL $30.94 each
Item No. 011 Vests, Safety – Tearaway Version, Size 2XL $33.71 each
Item No. 012 Vests, Safety – Tearaway Version, Size 3XL $34.41 each

-Minimum order quantity on Tearaway Version Safety Vest is 25 pcs. Sizes may be combined to meet the minimum.
-Per attached specification for "Tearaway" Vest Personal Protective Equipment Michigan Department of Transportation Revised 7/2004 (5 Pages).
-Revised Item Listing/Pricing Page is attached. The Brand Name for Items 001 through 012 is M. L. Kishigo Manufacturing Co.

AUTHORITY/REASON:

Per agency request (Gene Pline) by email dated September 30, 2004 and vendor proposal by Abatix Corp. (Roxann Bernal) dated September 1, 2004.

ESTIMATED CONTACT VALUE REMAINS: $24,555.42

Contract No. 071B4200386
Change Notice No. 1, Page 2

ITEM LISTING/PRICING PAGE

Item No.	Unit	Size	DESCRIPTION	Unit Cost
001	EA	Small	**VESTS, SAFETY**, per attached specification. ANSI CLASS I	$20.46
002	EA	Medium	**VESTS, SAFETY**, per attached specification. ANSI CLASS II	$20.46
003	EA	Large	**VESTS, SAFETY**, per attached specification. ANSI CLASS II	$20.88
004	EA	X-Large	**VESTS, SAFETY**, per attached specification. ANSI CLASS II	$22.14
005	EA	2XL	**VESTS, SAFETY**, per attached specification. ANSI CLASS II	$23.84
006	EA	3XL	**VESTS, SAFETY**, per attached specification. ANSI CLASS II	$24.80
007	EA	Small	**VESTS, SAFETY**, "TEARAWAY", per attached specification.	$28.94
008	EA	Medium	**VESTS, SAFETY**, "TEARAWAY", per attached specification.	$28.94
009	EA	Large	**VESTS, SAFETY**, "TEARAWAY", per attached specification.	$29.96
010	EA	X-Large	**VESTS, SAFETY**, "TEARAWAY", per attached specification.	$30.94
011	EA	2XL	**VESTS, SAFETY**, "TEARAWAY", per attached specification.	$33.71
012	EA	3XL	**VESTS, SAFETY**, "TEARAWAY", per attached specification.	$34.41

The terms and conditions require a minimum order of $100.00. Minimum order quantity on Tearaway Version Safety Vest is 25 pcs. Sizes may be combined to meet the minimum.

Person responsible for administering this Contract:

NAME: Roxann Bernal

TITLE: Bid Specialist

PHONE: (800) 889-5186, (602) 323-1941

FAX: (602) 323-1942

E-MAIL: rbernal@abatix.com

SPECIFICATION FOR "TEARAWAY" VEST
PERSONAL PROTECTIVE EQUIPMENT
MICHIGAN DEPARTMENT OF TRANSPORTATION

The following specification outlines the garment requirements for a "tearaway" high visibility personal protective equipment vest to be worn by personnel while working on or adjacent to the roadway. The performance and design criteria of this garment are established to provide enhanced visibility over a wide range of lighting and environmental conditions encountered in the road work setting

MATERIAL AND CONSTRUCTION:

- The fabric must be 100% polyester, or comparable approved substitute, as described, lightweight, supple and wind & water resistant. The fabric (as referenced) must have a weight of 3.0 ounces. Substitute material is allowed, but must be reviewed by customer at time of bid submission.

- The material must be a fluorescent lime-yellow in color meeting the following specifications:

  Chromaticity Coordinates: X=0.040 and I=0.52
  Minimum Luminance: Y=0.70
  Independent test results will be required for establishing minimum color fastness.

- Arm and neck holes shall have .5+/-1/16th bias binding of the same fabric.

- The vest must be offered in four sizes (small [S], medium[M], large[L], extra large[XL], extra extra large[2XL]), and extra extra extra large [3XL]), to ensure comfortable fitting sizes to our users.

- The fabric must be durable and launderable for repeat use and extended life.

- Quick-release design for safety.

- Hook and Loop separation at center front, shoulders and sides. Hook and loop specifications are: shear strength of 18.3 lbs and 9.2 psi, peel strength of .42 lbs. These figures are closure performance. The hook and loop is one inch in all locations. If proposed substitutes do not meet specifications, but are close, then data must be provided and samples submitted for evaluation.

TRIM MATERIAL:

- 4.5" wide VIS-MAT brand trim.

- Fluorescent orange-red color, piece dyed for stability and meeting the following specifications:

  Chromaticity Coordinates: X=0.060 and I=0.35
  Minimum Luminance: Y=0.35
  Independent test results will be required for establishing minimum color fastness.

- .75" to 1" (1" desired) retro-reflective material shall be applied .25" from each outside edge on the exposed face of the trim.

- Retro-reflective material shall be heat fused to the trim.

- Retro-reflective brilliance shall meet the following minimum values when new:

  Entrance Angle: -4.0/0.2 to +40.0/0.2 Observation Angle: 330 to 165

  (Typical R^(CR): 100cd/lx/m -4° / .2 ° *per ASTM 809-810*

  Trim material will be sewn onto the vest as demonstrated in the attached figure 2.

PPE CLOSURES:

- Hook and loop and fluorescent lime-yellow in color.

- Horizontal 1”x 4” loop pieces are sewn on the user’s right-hand front side of the garment in the following locations:

  Top: 1.5” down from the corner of the bias on center.
  Bottom: 1.5” up from the bottom of the vest on center.
  Middle: 1/8” above the trim on center.

- Hook pieces are sewn onto the user’s left-hand side of the garment on the back in the following locations:

  Top: 1.25” down from the corner of the bias on center.
  Bottom: 1.25” up from the bottom of the vest on center.
  Middle: Just above the trim.

VENT SYSTEM MATERIAL:

- **Side Vents** must meet the following requirements:

- Performance 3000 open weave 100% polyester mesh on sides and back or equivalent.

  - Fluorescent lime-yellow color.
  - ½” reinforcement bias shall be placed at the top of the vented area and straight binding at the bottom for reinforcement.

- **Back Vents** must meet the following requirements:

  - Open weave fabric.
  - Fluorescent lime-yellow color.
  - Vent shall be placed in center of garment back and between horizontal trim pieces.

OUTSIDE POCKETS:

- The pockets will be located in conformance with the attached figure 1.

- On small [S], medium[M] and large[L] garments, the pockets will be 5” from each folded front edge and parallel with the hem.

- On extra large[XL], extra extra large[2XL], and extra extra extra large[3XL] garments, the pockets will be 6” from each folded front edge and parallel with the hem.

- The pocket will have outside access behind the top of the horizontal trim piece.

- The pocket dimensions will be 6” wide and 7” deep for a full width pocket.

INSIDE POCKETS:

- Left inside breast to vest.
- Located as follows:

  e) Small[S], medium[M] and large[L]: 10½" down from the shoulder point, 3" in from the folded front edge.

  f) Extra large[XL], extra extra large[2XL], and extra extra extra large[3XL]: 11¼" down from the shoulder point, 3½" in from the folded front edge.

- Pocket has doubled layered pocket to accommodate pencils.
- Front layer of pocket measures 5¾" wide and 6" deep with four evenly spaced vertical slots sewn for pencils.
- Second layer of pocket measures 5¾" wide and 6" deep for a full width pocket.

MARKING PLACEMENT:

- The marking placement shall be as provided by the top portion of figure 1.

PPE LABELING:

- Each garment piece shall have a care and content label on the inside back center of the garment.
- Label will contain the minimum information of size and care instructions.
- Each garment shall have a PPE warning label attached in a location that is obvious and easily located.

SUPPLEMENTAL TERMS AND CONDITIONS

SAMPLES:

- Prior to award, the department may require a sample to evaluate quality and/or compliance with specification.
- Any substitute of material specified must meet specifications and must be evaluated for quality and compliance prior to contract award.

CONTRACT QUANTITIES:

- Estimated quantity is based on previous purchases. Actual quantities purchased throughout the contract period may vary considerably from estimates. Contract period may vary due to timing of revision of specification.

DELIVERY LOCATION:

- Material shall be delivered to the MDOT Central Warehouse, 7575 Crowner Dr., Lansing, MI. 48909. Receiving hours are 7:00 a.m. – 3:00 a.m.

DELIVERY REQUIREMENTS:

- Initial delivery shall be no later than 60 days after receipt of order. On subsequent orders, delivery will be no later than 30 days after receipt of order.

Specification developed 1999
Revised 2/2004
7/2004

HV PPE Specification
Figure 1

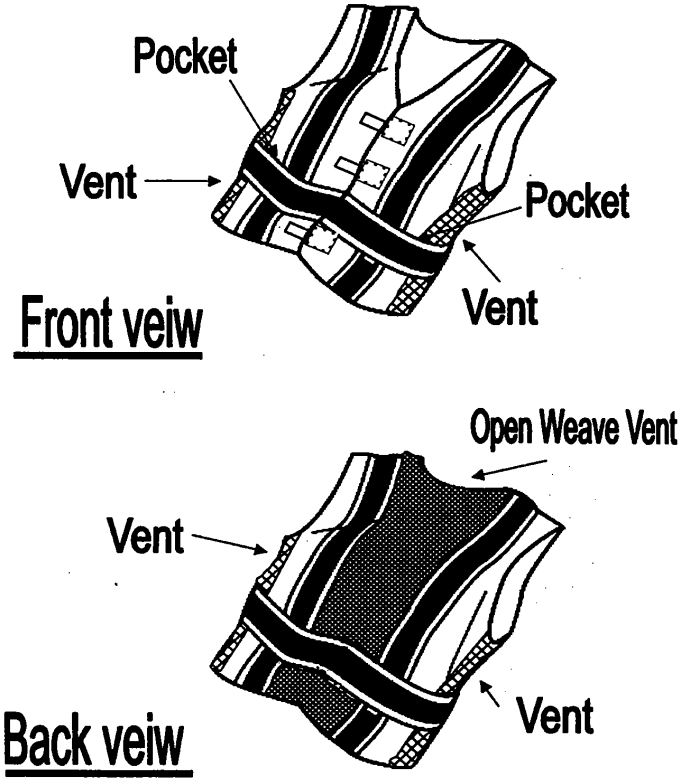
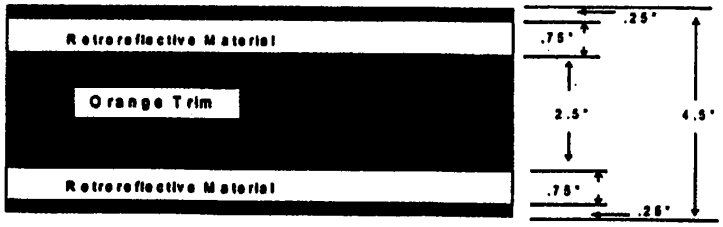
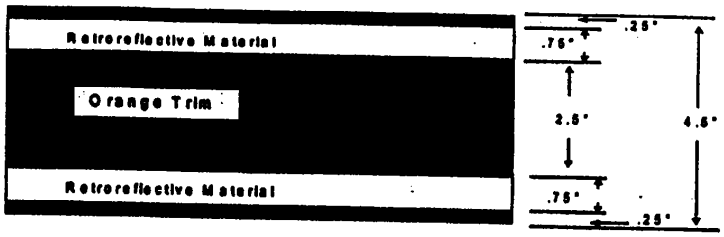


Figure 2

- Trim design and placement shall be as follows:



Two stripes of retroreflective material shall be applied to the woven fluorescent trim by heat-fusing as shown:



Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

September 16, 2004

NOTICE OF CONTRACT NO. 071B4200386 between THE STATE OF MICHIGAN and

NAME & ADDRESS OF VENDOR **Abatix Corporation** **3011 East Broadway Road Suite #300** **Phoenix, AZ 85040** **rbernal@abatix.com**	TELEPHONE (800) 889-5186 **Roxann Bernal** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517 322-5559 **High-Visibility Safety Vests - Department of Transportation**	
CONTRACT PERIOD: From: **September 1, 2004** To: **August 31, 2005**	
TERMS **Net 30 Days**	SHIPMENT **4 – 6 Weeks ARO**
F.O.B. **Delivered**	SHIPPED FROM **Santa Ana, CA**
MINIMUM DELIVERY REQUIREMENTS **$100.00 Minimum Order**	

The terms and conditions of this Contract are those of ITB #071I4001109, this Contract Agreement and the vendor's quote dated March 11, 2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $24,555.42

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

CONTRACT NO. 071B4200386
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (800) 889-5186 **Roxann Bernal**
Abatix Corporation **3011 E. Broadway Rd. #300** **Phoenix, AZ 85040** **rbernal@abatix.com**	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0301 **Sue Cieciwa**

Contract Compliance Inspector: Gene Pline (517 322-5559
High-Visibility Safety Vests - Department of Transportation

CONTRACT PERIOD: From: **September 1, 2004** To: **August 31, 2005**

TERMS	SHIPMENT
Net 30 Days	**4 – 6 Weeks ARO**
F.O.B. **Delivered**	SHIPPED FROM **Santa Ana, CA**

MINIMUM DELIVERY REQUIREMENTS
$100.00 Minimum Order

MISCELLANEOUS INFORMATION:
The terms and conditions of this Contract are those of ITB #071I4001109, this Contract Agreement and the vendor's quote dated March 11, 2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $24,555.42

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I4001109. Orders for delivery of equipment will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	**FOR THE STATE:**
Abatix Corporation Firm Name	Signature
Authorized Agent Signature	**Sue Cieciwa, Buyer** Name
Authorized Agent (Print or Type)	**Tactical Purchasing, Acquisition Services** Title
Date	Date

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Attachments:

HV PPE Specification Figures 1 and 2
Item Listing/Pricing Page
Preference Certification
Non-State Agency Statement

SECTION I - GENERAL CONTRACT PROVISIONS

I-A GENERAL

The Contract is for High Visibility Safety Vests for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, 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 various State Agencies on the Purchase Order Contract Release Form. Bids are due and will be publicly identified at the time noted on the Invitation To Bid (ITB) Form.

The Contract(s) awarded from this solicitation will be a Unit Price Contract.

Indicated on the Invitation To Bid cover page is the "ship to" address for the participating agency. However, if the Contractor and the State agree, additional State agencies may participate should the need develop. Orders may also be issued by local units of government (see attached Non-State Agency Statement).

I-B ISSUING OFFICE

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Michigan Department of Transportation, hereinafter known as MDOT. Where actions are a combination of those of Acquisition Services and the MDOT, the authority will be known as the State.

Acquisition Services 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. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget
Acquisition Services
Attn: Sue Cieciwa, Buyer
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-0301
e-mail: cieciwas@michigan.gov

I-C CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Mr. Gene Pline
MDOT Central Warehouse
7575 Crowner Drive
Lansing, MI 48909
Ph: 517/322-5559
e-mail: PlineG2@michigan.gov

I-D CONTRACT TERM

The term of this Contract will be one (1) year and will commence with the issuance of a Contract. This will be approximately September 1, 2004 through August 31, 2005. The State reserves the right to exercise four 1-year options, at the sole option of the State. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to extend the Contract.

I-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence.

I-F NO WAIVER OF DEFAULT

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

I-G REVISIONS, CONSENTS, AND APPROVALS

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

I-H SEVERABILITY

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

I-I SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

I-J GOVERNING LAW

The 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.

I-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-L HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

I-M INCURRING COSTS

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

I-N NEWS RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and 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 the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

I-O CONTRACTOR RESPONSIBILITIES

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

I-P PERFORMANCE REVIEWS

Acquisition Services in conjunction with the MDOT may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

I-Q AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

I-R SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

I-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs.

I-T ASSIGNMENT

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

I-U DELEGATION

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

I-V DISCLOSURE

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

I-W TAXES

A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

I-X PRICE ADJUSTMENTS

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST THIRTY DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

I-Y ADDITIONAL PRODUCTS/SERVICES

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 Acquisition Services.

I-Z CONTRACTOR'S LIABILITY INSURANCE

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

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

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

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked (☑) below:

☑ 1. Commercial General Liability with the following minimum coverages:

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit
$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

☑ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:

$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

I-AA INDEMNIFICATION

A. General Indemnification

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

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

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

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

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

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

B. Patent/Copyright Infringement Indemnification

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

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in 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.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

I-BB CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

I-CC ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the

Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

I-DD NON-DISCRIMINATION CLAUSE

In the performance of a Contract or purchase order, 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 handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or 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 37.2201, 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 purchase order.

I-EE CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

   In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

   In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

   In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or 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 upon the Contractor's business integrity.

5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

I-FF NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-GG ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

I-HH MODIFICATION OF CONTRACT

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

I-II UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-JJ FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

I-KK CONTRACT PAYMENT SCHEDULE

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

I-LL PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

I-MM RECYCLED CONTAINERS

Bidders are 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).

I-NN RIGHT TO KNOW ACT (Act 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

I-OO ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

I-PP QUALITY ASSURANCE

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

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

I-QQ INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the

State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

I-RR PURCHASING FROM OTHER STATE AGENCIES

State agencies are exempt from utilizing the resulting Contract if they would instead prefer to purchase similar items from the following State agencies:

- Michigan State Industries (MSI), which provides valuable training opportunities for inmates at State correctional facilities.

- Department of Management and Budget, Print and Graphics Services

SECTION II – PRODUCT SPECIFICATION

II-A DESCRIPTION

The following specification outlines the garment requirements for a high visibility personal protective equipment vest to be worn by personnel while working on or adjacent to the roadways. The performance and design criteria of this garment have been established to provide enhanced visibility over a wide range of lighting and environmental conditions encountered in the road work setting.

II-B MATERIAL AND CONSTRUCTION

The fabric must be 100% polyester material, or comparable approved substitute, as described, lightweight, supple and wind & water resistant.

The fabric (as referenced) must have a weight of 3.0 ounces.

The material must be a fluorescent lime-yellow in color meeting the following specifications:

Chromaticity Coordinates: X=0.040 and I=0.52
Minimum Luminance: Y=0.70
Independent test results will be required for establishing min. color fastness

Arm and neck holes shall have .5+/- 1/16th bias binding of the same fabric

The vest must be offered in six sizes [small (S), medium (M), large (L), extra large (XL), extra extra large (2XL), and extra extra extra large (3XL)] to ensure comfortable fitting sizes for end users.

The fabric must be durable and launderable for repeat use and extended life.

II-C TRIM MATERIAL

4.5” wide trim.

Fluorescent orange-red color, piece dyed for stability and meeting the following specifications:

Chromaticity Coordinates: X=0.060 and I=.035
Minimum Luminance: Y=0.35
Independent test results will be required for establishing min. color fastness.

1.0” retro-reflective material shall be applied .25” from each outside edge on the exposed surface of the trim.

Retro-reflective material shall be heat-fused to the trim.

Retro-reflective brilliance shall meet the following minimum values when new:

Entrance Angle: -4.0/0.2 to +40.0/0.2 Observation Angle: 330 to 165

(Typical R^(CR): 100cd/lx/m –4^0 / .2^0 *per ASTM 809-810*

Trim material will be sewn onto the vest as demonstrated in the attached figure 2.

II-D PPE CLOSURES

Hook and loop and fluorescent lime yellow in color.

Horizontal 1” x 4” loop pieces are sewn on the user’s right-hand front side of the garment in the following locations:

Top: 1.5” down from the corner of the bias on center
Bottom: 1.5” up from the bottom of the vest on center.
Middle: 1/8” above the trim on center

Hook pieces are sewn onto the user’s left-hand side of the garment on the back in the following locations:

Top: 1.25” down from the corner of the bias on center.
Bottom: 1.25” up from the bottom of the vest on center.
Middle: Just above the trim.

II-E VENT SYSTEM MATERIAL

Side vents must meet the following requirements:

200~~0~~ denier nylon with a mesh size of 3/16” x 1/8”
fluorescent lime-yellow color.
½” reinforcement bias shall be placed at the top of the vented area and straight binding at the bottom for reinforcement.

Back vents must meet the following requirements:

Open weave fabric.
Fluorescent lime-yellow color.
Vent shall be placed in center of garment back and between horizontal trim pieces.

II-F OUTSIDE POCKETS

The pockets will be located in conformance with the attached figure 1.

On medium (M) and large (L) garments, the pockets will be 5” from each folded front edge and parallel with the hem.

On extra large (XL), extra extra large (2XL), and extra extra extra (3XL) garments, the pockets will be 6” from each folded front edge and parallel with the hem.

The pocket will have outside access behind the top of the horizontal trim piece.

The pocket dimensions will be 6” wide and 7” deep for a full width pocket.

II-G INSIDE POCKETS

Left inside breast to vest, located as follows:

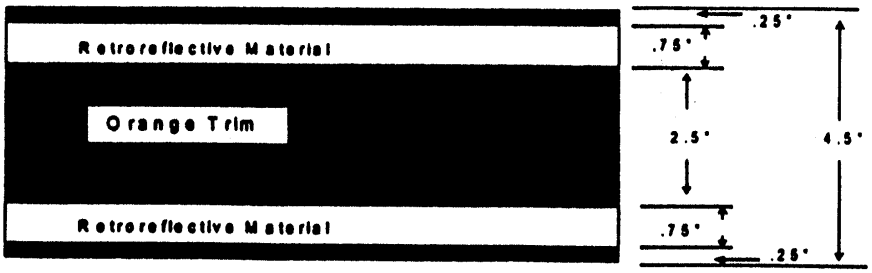
Medium (M) and large (L): 10-1/2” down from the shoulder point, 3” in from the folded

4”

HV PPE Specification

lots

- Trim design and placement shall be as follows:



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Two stripes of retroreflective material shall be applied to the woven fluorescent trim by heat-fusing as shown:

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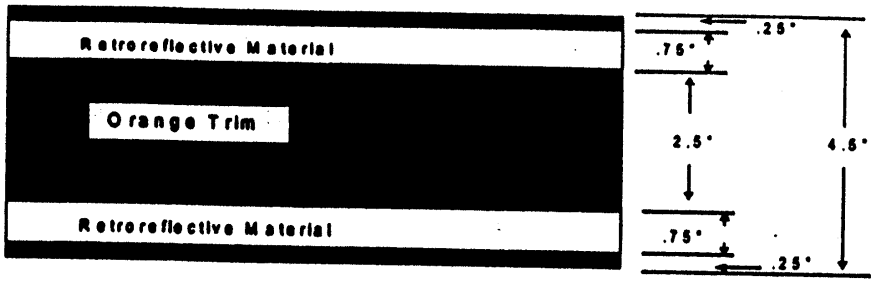

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ITEM LISTING/PRICING PAGE

Item No.	Qnty.*	Unit	Size	DESCRIPTION	Unit Cost	Total Cost
001	72	EA	Small	**VESTS, SAFETY**, per attached specification. ANSI CLASS I	$20.46	$1,473.12
002	944	EA	Medium	**VESTS, SAFETY**, per attached specification. ANSI CLASS II	$20.46	$6,444.90
003	1,374	EA	Large	**VESTS, SAFETY**, per attached specification. ANSI CLASS II	$20.88	$9.563.04
004	726	EA	X-Large	**VESTS, SAFETY**, per attached specification. ANSI CLASS II	$22.14	$5,357.88
005	216	EA	2XL	**VESTS, SAFETY**, per attached specification. ANSI CLASS II	$23.84	$1,716.48
006	Unknown	EA	3XL	**VESTS, SAFETY**, per attached specification. ANSI CLASS II	$24.80	
					Total:	**$24,555.42**

*individual quantities estimated based upon prior purchases and not guaranteed

The terms and conditions require a minimum order of $100.00.

Person responsible for administering this Contract:

NAME: Roxann Bernal

TITLE: Bid Specialist

PHONE: (800) 889-5186, (602) 323-1941

FAX: (602) 323-1942

E-MAIL: rbernal@abatix.com

PREFERENCE CERTIFICATION

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DISQUALIFY THE BIDDER
AUTHORITY: To comply with Michigan Public Act 237 of 1988, a bidder submitting a bid of $100,000 or more must complete Section A OR B below.

SECTION A

I certify that _____ qualifies as a Michigan business for the purpose of claiming a reciprocal preference against out-of-state firms. During the 12 months immediately preceding this bid deadline or, if the business is newly established, for the period the business has been in existence, the business has (check all which apply):

- ☐ Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, Act No. 228 of the Public Acts of 1975, being Sections 208.1 to 208.145 of the Michigan Compiled Laws.

OR:

- ☐ Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan.

OR:

- ☐ Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury.

I certify that I have personal knowledge of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Authorized Representative (type or print)	Authorized Representative (signature)	Date

(OR) SECTION B

I certify that ABATIX CORP. maintains its principal place of business in the State of DALLAS, TX.

Authorized Representative (type or print)	Authorized Representative (signature)	Date
ROXANN BERNAL	Roxann Bernal	8-10-04

A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN $25,000.

NON-STATE AGENCY STATEMENT:

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to local units of government and school districts. As a result of the enactment of this legislation, the Extended Purchasing Program has been developed. This program extends the use of State contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of Acquisition Services, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized Extended Purchasing member on a direct and individual basis in accordance with Contract terms.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this Request for Quotation from State of Michigan authorized Extended Purchasing members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized Extended Purchasing member prior to extending the State Contract price.

BIDDER MUST CHECK ONE BOX BELOW

[X] Commodities and/or services on this Request for Quotation will be supplied to State of Michigan departments and agencies, and authorized Extended Purchasing Program members in accordance with the terms and prices quoted. Upon request, a complete listing of eligible participants in the Extended Purchasing Program will be provided if this option is selected.

[ ] Commodities and/or services on the Request for Quotation will not be supplied to State of Michigan authorized Extended Purchasing members. We will supply to State of Michigan departments and agencies only.

ABATIX CORP.
Vendor Name

ROXANN BERNAL
Authorized Agent Name (print or type)

Roxann Bernal
Authorized Agent Signature