terms and conditions and this notice,may be considered
in default of Contract

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

October 28, 2008

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B6200372

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **O'Mara Products, Inc.** **3025 Sangra Ave.** **Grandville, MI 49418** Matt.Hendricks@omarascientific.com	TELEPHONE Matt Hendricks **(877) 233-4811 or (616) 531-9500** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **Misc. Safety Products – Michigan Department of Transportation**	
CONTRACT PERIOD: From: **August 16, 2006**	To: **August 15, 2009**
TERMS **Net 30 Days**	SHIPMENT **7 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH MIDEAL.

NATURE OF CHANGE(S):

PRICE INCREASES are effective immediately for the following items, per attached list.

Vendor contact information is hereby changed as follows:

Vendor Contact
Matt Hendricks
Email: Matt.Hendricks@omarascientific.com
Phone: (877) 233-4811
Cell Phone: (616) 318-3869

Customer Service Contact:
April Lash
Email: april.lash@omarascientific.com
Phone: (877) 233-4811
Fax: (616) 531-3696

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

AUTHORITY/REASON:

Per vendor request (Matt Hendricks) by letter received on October 27, 2008 and DMB, Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $476,752.90

Item No.	Description	NIGP Code	MDOT Stock No.	Current Price	New Price
23	REFILLS, FIRST AID	345-32-69-9252	4671-4407	$16.00	$17.65
24	GLOVES., Size: X-Large	345-48-40-7005	4412-8632	$0.83	$1.12
26	HEAD GEAR, Cap Mount; Replacement Part.	345-56-33-3309	5750-5192	$7.15	$7.43
37	FACE SHIELD, Clear; Molded Propionate Plastic; General Purpose; Light Impact Protection; Clip-On; size: 8-1/2" x 11" x .60" thick.	345-64-42-4256	5750-5222	$3.46	$4.01
42	RESPIRATOR; DUST/MIST/FUME	345-80-70-1505	5750-5082	$262.00	$284.25
43	RESPIRATOR; DISPOSABLE, Small	345-80-82-0552	5750-5401	$12.90	$13.59
44	RESPIRATOR; DISPOSABLE, Med.	345-80-82-1055	5750-5402	$12.90	$13.59
45	RESPIRATOR; DISPOSABLE, Large	345-80-82-2053	5750-5403	$12.90	$13.59
56	BOOTS, ARTIC, Size 6	800-16-38-1008	4441-3404	$12.65	$14.76
57	BOOTS, ARTIC, Size 7	800-16-38-1255	4441-3406	$12.65	$14.76
58	BOOTS, ARTIC, Size 8	800-16-38-1503	4441-3408	$12.65	$14.76
59	BOOTS, ARTIC, Size 9	800-16-38-1750	4441-3410	$12.65	$14.76
60	BOOTS, ARTIC, Size 10	800-16-38-2006	4441-3412	$12.65	$14.76
61	BOOTS, ARTIC, Size 11	800-16-38-2253	4441-3414	$12.65	$14.76
62	BOOTS, ARTIC, Size 12	800-16-38-2501	4441-3416	$12.65	$14.76
63	BOOTS, ARTIC, Size 13	800-16-38-2758	4441-3418	$12.65	$14.76
64	BOOTS, ARTIC, Size 14	800-16-38-3004	4441-3420	$12.65	$14.76
73	RAINWEAR: NEOPRENE; COAT STYLE, Small	201-65-72-1000	4441-6782	$28.10	$28.83
74	RAINWEAR: NEOPRENE; COAT STYLE, Medium	201-65-72-1109	4441-7008	$28.10	$28.83
75	RAINWEAR: NEOPRENE; COAT STYLE, Large	201-65-72-1208	4441-7010	$28.10	$28.83
76	RAINWEAR: NEOPRENE; COAT STYLE, X-Large	201-65-72-1307	4441-7012	$28.10	$28.83
77	RAINWEAR: NEOPRENE; COAT STYLE, 2X-Large	201-65-72-1406	4441-7013	$28.10	$28.83
78	RAINWEAR: NEOPRENE; COAT STYLE, 3X-Large	201-65-72-1505	4441-7014	$31.50	$32.31
79	RAINWEAR: NEOPRENE; COAT STYLE, 4X-Large	201-65-72-1604	4441-7017	$31.50	$32.31
80	RAINWEAR: NEOPRENE; COAT STYLE, 5X-Large	201-65-72-1703	4441-7018	$31.50	$32.31
81	RAINWEAR: BIB TROUSERS, Small	201-65-72-7007	4441-9000	$15.09	$15.53
82	RAINWEAR: BIB TROUSERS, Med.	201-65-72-7106	4441-9001	$15.09	$15.53
83	RAINWEAR: BIB TROUSERS, Large	201-65-72-7205	4441-9002	$15.09	$15.53
84	RAINWEAR: BIB TROUSERS, X-Large	201-65-72-7304	4441-9003	$15.09	$15.53
85	RAINWEAR: BIB TROUSERS, 2X-Large	201-65-72-7403	4441-9004	$15.09	$15.53
86	RAINWEAR: BIB TROUSERS, 3X-Large	201-65-72-7502	4441-9005	$17.02	$17.52
87	RAINWEAR: BIB TROUSERS, 4X-Large	201-65-72-7601	4441-9006	$17.02	$17.52
88	RAINWEAR: BIB TROUSERS, 5X-Large	201-65-72-7700	4441-9007	$17.02	$17.52
111	HARNESS, FALL PREVENTION, Small/Medium	345-22-48-8005	5750-4526	$71.50	$83.65
112	HARNESS, FALL PREVENTION, Large/X-Large	345-22-48-8021	5750-4527	$71.50	$83.65

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

July 9, 2008

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE Alaina Creswell (877) 233-4811 or (616) 531-9500
O'Mara Products, Inc. 3025 Sangra Ave. Grandville, MI 49418 Alaina@omaraproductsinc.com	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 Sue Cieciwa
Contract Compliance Inspector: Gene Pline (517) 322-5559 Misc. Safety Products – Michigan Department of Transportation	
CONTRACT PERIOD: From: August 16, 2006 To: August 15, 2009	
TERMS Net 30 Days	SHIPMENT 7 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee	

This Contract is Extended to Local Units of Government through MiDeal.

NATURE OF CHANGE(S):

Effective immediately, item nos. 89 through 96 Rainwear, Jacket Style: Neoprene; color: Safety Yellow are hereby DELETED from this Contract.

Item No.	Bid Line No.	Category	NIGP Code	MDOT Stock No.	Manufacturer SKU No.
089	106	RAINWEAR, JACKET STYLE	201-65-72-4004	4441-7540	375J SPECIAL
090	107	RAINWEAR, JACKET STYLE	201-65-72-4103	4441-7541	375J SPECIAL
091	108	RAINWEAR, JACKET STYLE	201-65-72-4202	4441-7542	375J SPECIAL
092	109	RAINWEAR, JACKET STYLE	201-65-72-4301	4441-7543	375J SPECIAL
093	110	RAINWEAR, JACKET STYLE	201-65-72-4400	4441-7544	375J SPECIAL
094	111	RAINWEAR, JACKET STYLE	201-65-72-4509	4441-7545	375J SPECIAL
095	112	RAINWEAR, JACKET STYLE	201-65-72-4608	4441-7546	375J SPECIAL
096	113	RAINWEAR, JACKET STYLE	201-65-72-4707	4441-7547	375J SPECIAL

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

AUTHORITY/REASON:

Per agency request (Gene Pline) by email dated July 7, 2008 and vendor agreement (Matt Hendricks) by email dated July 7, 2008.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $476,752.90

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

July 31, 2007

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE Alaina Creswell (877) 233-4811 or (616) 531-9500
O'Mara Products, Inc. 3025 Sangra Ave. Grandville, MI 49418 Alaina@omaraproductsinc.com	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 Sue Cieciwa
Contract Compliance Inspector: Gene Pline (517) 322-5559 Misc. Safety Products – Michigan Department of Transportation	
CONTRACT PERIOD: From: August 16, 2006 To: August 15, 2009	
TERMS Net 30 Days	SHIPMENT 7 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee	

This Contract is Extended to Local Units of Government through MiDeal.

Effective immediately, the stock number and price for item no. 36 are hereby CHANGED as follows:

PLUGS, EAR; Disposable; Polymer Foam which expands to fit ear canal; 0-31 decible reduction; one (1) pair per package; 200 bags/carton. Manufacturer: Moldex.

Item	NIGP Code	MDOT Stock No.	Stock No.	Unit Price
036	345-64-30-4656	5750-1014	3MO-6620	$16.60

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

AUTHORITY/REASON:

Per agency request (Gene Pline) by email dated July 30, 2007 and vendor agreement (Alaina Creswell) by email dated July 26, 2007.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $476,752.90

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

April 11, 2007

CHANGE NOTICE NO. 3
OF
CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Alaina Creswell **(877) 233-4811or (616) 531-9500**
O'Mara Products, Inc. **3025 Sangra Ave.** **Grandville, MI 49418** **Alaina@omaraproductsinc.com**	VENDOR NUMBER/MAIL CODE **(2) 383432915 (001)** BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **Misc. Safety Products – Michigan Department of Transportation**	
CONTRACT PERIOD: From: **August 16, 2006** To: **August 15, 2009**	
TERMS **Net 30 Days**	SHIPMENT **7 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH MIDEAL.

NATURE OF CHANGE(S):

Effective immediately, MDOT has changed the hardhats to the Bullard Brand. The items are being replaced as follows:

Helmet: Safety; Jockey Style with Chin Strap; with 4 Point Ratchet Suspension with Accessory Slots; Di-Electric; Cap Mount Head Gear Opening on Hard Hat must be 1-9/16" and accept American Optical's Ear Muffs, Face Shields, and Welding Hoops; Must meet ANSI Z89 Type I Class E Standards.

Item No.	NIGP Code	MDOT Stock No.	Size	Color	UOM	Manufacturer	Stock No.	Unit Price
28	345-56-39-3758	5750-5020	Adjustable	White	EA	Bullard	S61R/W	$5.20
29	345-56-39-4152	5750-5015	Adjustable	Yellow	EA	Bullard	S61R/Y	$5.20

HELMET, HARD HAT, VENTED: with 4 point ratchet suspension with accessory slots. Must meet ANSI Z89 Type I Class C.

Item No.	NIGP Code	MDOT Stock No.	Size	Color	UOM	Manufacturer	Stock No.	Unit Price
122	345-56-37	N/A	N/A	White	EA	Bullard	S62R/W	$6.96
123	345-56-37	N/A	N/A	Yellow	EA	Bullard	S62R/Y	$6.96

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

AUTHORITY/REASON:

Per letter from Alaina Creswell dated March 27, 2007 and agreement from Gene Pline at the agency.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $476,752.90

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

November 27, 2006

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Lance Carlson **(877) 233-4811or (616) 531-9500**
O'Mara Products, Inc. **3025 Sangra Ave.** **Grandville, MI 49418** **lance@omaraproductsinc.com**	VENDOR NUMBER/MAIL CODE **(2) 383432915 (001)** BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **Misc. Safety Products – Michigan Department of Transportation**	
CONTRACT PERIOD: From: **August 16, 2006**	To: **August 15, 2009**
TERMS **Net 30 Days**	SHIPMENT **7 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH MIDEAL.

NATURE OF CHANGE(S):

Effective immediately, the size and Stock numbers for the following items are hereby CHANGED as follows:

GLOVES: Heavy-Duty Selected Split Leather: Seamless Wing Thumb; Leather Covered Palm, Index Finger, Fingertips, Knuckle Straps, and Heel Patch; Cotton Lined Palm Safety Cuff.

Item	MDOT Stock No.	Size	UOM	Stock No.	Unit Price
024	4412-8632	Large	Pr	E 120/L	$0.83
025	4412-8633	X-Large	Pr	E120/XL	$0.83

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

AUTHORITY/REASON:

Per agency request (Gene Pline) by email dated November 17, 2006 and Vendor agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $476,752.90

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

September 21, 2006

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Lance Carlson **(877) 233-4811or (616) 531-9500**
O'Mara Products, Inc. **3025 Sangra Ave.** **Grandville, MI 49418** **lance@omaraproductsinc.com**	VENDOR NUMBER/MAIL CODE **(2) 383432915 (001)** BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **Misc. Safety Products – Michigan Department of Transportation**	
CONTRACT PERIOD: From: **August 16, 2006** To: **August 15, 2009**	
TERMS **Net 30 Days**	SHIPMENT **7 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH MIDEAL.

NATURE OF CHANGE (S):

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

BOOTS, ARTIC: Metal 5-Buckle; Rubber; Over The Shoe Style; Self-Draining Gusset; 14" height; Net Lining; Cleated Outer Sole; color: Black.

Item No.	Description	Mfg.	SKU No.	MDOT Stock No.	Unit Price/Pair
124	Boots, Artic, Size 15	Liberty	1520	800-16-32-3104	$13.95
125	Boots, Artic, Size 16	Liberty	1520	800-16-32-3204	$13.95

In addition, Item No. 065 (Bid Line No. 079) Boots, Hip, Size 6 is no longer available and hereby DELETED from this Contract.

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

AUTHORITY/REASON:
Per agency request (Gene Pline) by email dated 8/17/06 and vendor proposal (Lance Carlson) by email dated 9/18/06.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $476,752.90

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 23, 2006

NOTICE
OF
CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **O'Mara Products, Inc.** **3025 Sangra Ave.** **Grandville, MI 49418** **lance@omaraproductsinc.com**	TELEPHONE: Lance Carlson **(877) 233-4811or (616) 531-9500** VENDOR NUMBER/MAIL CODE **(2) 383432915 (001)** BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **Misc. Safety Products – Michigan Department of Transportation**	
CONTRACT PERIOD: From: **August 16, 2006**	To: **August 15, 2009**
TERMS **Net 30 Days**	SHIPMENT **7 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee**	
MISCELLANEOUS INFORMATION:	

This Contract is Extended to Local Units of Government through MiDeal.

The terms and conditions of this Contract are those of ITB #071I6200187, this Contract Agreement and the vendor's quote dated April 27, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $476,752.90

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Lance Carlson **(877) 233-4811or (616) 531-9500**
O'Mara Products, Inc. **3025 Sangra Ave.** **Grandville, MI 49418** **lance@omaraproductsinc.com**	VENDOR NUMBER/MAIL CODE **(2) 383432915 (001)** BUYER/CA (517) 373-0301 **Sue Cieciwa**

Contract Compliance Inspector: Gene Pline (517) 322-5559
Misc. Safety Products – Michigan Department of Transportation

CONTRACT PERIOD: From: **August 16, 2006** To: **August 15, 2009**

TERMS	SHIPMENT
Net 30 Days	**7 Days ARO**
F.O.B.	SHIPPED FROM
Delivered	**N/A**

MINIMUM DELIVERY REQUIREMENTS
Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee

MISCELLANEOUS INFORMATION:
This Contract is Extended to Local Units of Government through MiDeal.

The terms and conditions of this Contract are those of ITB #071I6200187, this Contract Agreement and the vendor's quote dated April 27, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $476,752.90

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I6200187. Orders for delivery of equipment will be issued directly by the Michigan 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:**
O'Mara Products, Inc. Firm Name	Signature
Authorized Agent Signature	**Jeffrey A. White, Buyer Manager** Name/Title **Commodities Division, Purchasing Operations**
Authorized Agent (Print or Type)	Title
Date	Date

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS

Contract No. 071IB6200372

Miscellaneous Safety Products
Michigan Department of Transportation

Buyer Name: Sue Cieciwa
Telephone Number: (517) 373-0301
E-Mail Address: CieciwaS@michigan.gov

MISCELLANEOUS SAFETY PRODUCTS

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Attachment:

Specification for Rainwear – MDOT
Item Listing/Pricing Page

Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is for miscellaneous safety products for the Michigan Department of Transportation (MDOT).
Article 1 provides requirements associated with this Contract.
Article 1 is designed to provide bidders with information on requirements associated with this ITB.

1.003 PROJECT CONTROL

Project Control

a. The Contractor will carry out this project under the direction and control of MDOT.

b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet as required, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing two copies of this Contract and returning it to the contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 SPECIFICATIONS

Approved Brands or Manufacturers' lines - Acceptable brands are noted on the attached Lists of Specifications. All commodities to be furnished hereunder shall conform to the specifications as noted. Please also refer to “Specification for Rainwear – Michigan Department of Transportation” – Developed 4/2006 attached.

1.102 RESERVED

1.103 RESERVED

1.104 WARRANTY FOR PRODUCTS OR SERVICES

The warranty for products or services procured under this Contract shall be the warranty offered by the manufacturer.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

The Contractor shall have the capacity to receive orders electronically, by phone, facsimile, and by written order. The Contractor shall provide a statewide toll-free phone number for phone orders. Contractor shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor's customer service must respond to State agency inquiries promptly.

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

If mailed, a delivery order or task order is considered "issued" when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

1.202 TRAINING

The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

1.203 REPORTING

Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

1.204 SPECIAL PROGRAMS - RESERVED

1.205 RESERVED

1.3 Delivery Capabilities

1.301 TIME FRAMES

All orders be delivered within seven (7) calendar days after receipt of order. This delivery time frame will only apply to minimum order requirements as described in 1.302.

1.302 MINIMUM ORDER

The minimum order is **$250.00.** An additional charge (handling fee) of $10.00 will be applicable on orders under $250.00.

1.303 PACKAGING

The bidder is requested to provide the manufacturer's standard 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.

1.304 PALLETIZING - RESERVED

1.305 DELIVERY TERM

Prices shall be "F.O.B. Delivered" with transportation charges prepaid on all orders of $**250.00 or more** to the State.

1.306 RESERVED

1.4 Project Price

1.401 PROPOSAL PRICING

Please refer to the attached Item Listing for pricing for the items included on this Contract.

1.402 QUICK PAYMENT TERMS - RESERVED

1.403 PRICE TERM

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

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

Requests for price changes shall be RECEIVED IN WRITING AT LEAST 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.

1.5 Quantity term

Vendor agrees to supply all that the state requires

1.6 Other Terms and Conditions Needed for this Contract

Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for Miscellaneous Safety Products for the Michigan Department of Transportation. 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.

MDOT Central Warehouse may order from the Contract. This shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Units of local State may also issue orders (please refer to Article 3.006 MiDeal Program).

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

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

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Purchasing Operations and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

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

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately August 16, 2006 through August 15, 2009.

Option. The State reserves the right to exercise two (2) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor within thirty (30) days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
MI Consumer Protection Act MCL §§ 445.901 – 445.922
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
Department of Civil Service Rules and regulations
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSAA) 40 USCS § 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

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

2.008 HEADINGS

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

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

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

2.011 SURVIVORSHIP

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

2.012 NO WAIVER OF DEFAULT

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

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations

2.101 ACCOUNTING RECORDS

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

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.

2. The Contractor shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;

2. Provide Purchasing Operations or designated representative ready access to the records upon request;

3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and

4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 RESERVED

2.104 RESERVED

2.105 RESERVED

2.106 PREVAILING WAGE-RESERVED

2.107 PAYROLL AND BASIC RECORDS-RESERVED

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

2.109 RESERVED

2.2 Contract Performance

2.201 RESERVED

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon the result of this RFP. 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.

2.203 POSSIBLE PROGRESS PAYMENTS-RESERVED

2.204 STATE ADMINISTRATIVE FEE - RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is MANDATORY for State contractors. Vendor is required to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 MiDEAL PROGRAM

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, nonprofit hospital, institution of higher learning, or community or junior colleges. As a result of the enactment of this legislation, the MiDEAL Program has been developed. This program extends the use of State contracts to program members. The Stateal agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of State secure a greater return for the expenditure of public funds. It is the policy of Purchasing Operations, 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 the authorized MiDEAL member on a direct and individual basis in accordance with Contract terms will remit payment.

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 MiDEAL members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized MiDEAL member prior to extending the State Contract price.

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

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

2.302 CONTRACTOR RESPONSIBILITIES

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

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this

Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Purchasing Operations.

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 Purchasing Operations has given written consent to the delegation.

Bidder must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that bidder provided in the bid.

2.304 TAXES

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

Federal Excise Tax: The State of Michigan 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.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

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

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

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

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

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

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

Patent/Copyright Infringement Indemnification

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

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor’s breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

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

Continuation of Indemnification Obligation

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

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing

whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan Stateal or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan Stateal or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor' s information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

2.307 CONTRACT DISTRIBUTION

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

2.308 FORM, FUNCTION, AND UTILITY-RESERVED

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

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

2.310 LIABILITY INSURANCE

A. Insurance

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

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

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

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

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

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:

1. Commercial General Liability with the following minimum coverage:

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

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

   The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

   Any certificates of insurance received must also provide a list of states where the coverage is applicable.

   The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

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

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.311 WORKPLACE SAFETY

1. 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.

2. 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.

2.312 WORKPLACE DISCRIMINATION

The Contractor represents and warrants that in performing services for the State pursuant to this Contract, 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 here from 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.

Vendor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

2.313 RESERVED

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations**. The Contract Compliance Inspector for this project is:

Gene Pline
MDOT Central Warehouse
7575 Crowner Drive
Lansing, MI 48909
Ph: (517) 322-5559 Fax (517) 322-5841
e-mail: PlineG2@michigan.gov

2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the Michigan Department of Transportation 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 Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, 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.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

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

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

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

2.502 QUALITY ASSURANCE

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

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

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods)

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES-RESERVED

2.506 RESERVED

2.507 RESERVED

2.508 RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

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

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

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

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

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

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

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

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

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

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

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES-RESERVED

2.704 STOP WORK-RESERVED

2.705 SUSPENSION OF WORK-RESERVED

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

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

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

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

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

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

(a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the State-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:

(1) The date, circumstances, and source of the order; and
(2) That the Contractor regards the order as a change order.

(b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

SPECIFICATION for RAINWEAR
MICHIGAN DEPARTMENT OF TRANSPORTATION

The following specification outlines the garment requirements for a rainwear to be worn by personnel while working on or adjacent to the roadway.

Reference: Department of Management and Budget specification for Rain Protective Garments, Raincoats-full length.

Garments shall be lightweight, flexible, cool, comfortable, and shall resist tearing, snagging, abrasion, and will not run if punctured.

- Styles are: Full length coat, jacket, and bib type pants (with elastic suspenders).
- Nylon substrate.
- Coats and jackets must include hoods.
- Coat and jacket shall have back vents.
- Coat – full length (~48”). Jacket – waist length (~30”)
- Bright yellow PVC laminate coating.
- Snap closures. All snaps shall be black in color, nylon or plastic.
- Pants shall have snap fly.
- Coat and jacket will have cuffs with snap closures.

- The raincoats and jackets 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 coat (or outerwear) clothing sizes as shown below:

Size Chart	
Small	36”-38”
Medium	40”-42”
Large	44”-46”
X-Large	48”-50”
2X-Large	52”-54”
3X-Large	56”-58”

- Coat and jacket will have two pockets with flaps.
- Coat, jacket, and pants shall have access openings for inner clothing.

SAMPLES:

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

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

Specification developed 4/2006

O'Mara Products, Inc.
Contract No. 071B6200372
Miscellaneous Safety Products - MDOT

Item No.	Bid Line No.	Category	NIGP Code	MDOT Stock No.	Product Description	Unit of Measure (UOM)	Est. 3 Year Contract Quantity	Manufacturer	Manufacturer SKU Number	Unit Price	Total $
COVERALLS: Disposable; Saranex Laminated Tyvek; Long-sleeve; Zipper Front; Color: White; Seams must be Sealed and Bound; Breakthrough Time: 1, 2, 4 Trichlorobenzene <15 min.; Mineral Spirits >10 min.; Methylene Chloride >5 min.; Trichloroethylene >5 min.; Flammability must meet Federal Fabric Act for clothing.											
001	001	COVERALLS	200-84-40-1254	4422-4736	Size: Medium	Each	50	Lakeland	07-4015-M	$6.80	$340.00
002	002	COVERALLS	200-84-40-1502	4422-4740	Size: Large	Each	50	Lakeland	07-4015-L	$6.80	$340.00
003	003	COVERALLS	200-84-40-2005	4422-4744	Size: X-Large	Each	50	Lakeland	07-4015-XL	$6.80	$340.00
BELT; ERGONOMIC: Low Profile for Back Support; 5" wide; Black Fabric with Silver Webbing; 1-1/2" Knitted Adjustable Elastic Shoulder Straps; Machine Washable; Minimum four (4) Plastic-coated Steel Stays Sewn-in Elastic Pockets; Nylon and Spandex Primary Belt; approximately 420 denter, polyester and rubber secondary belt; velcro closure; approximately 300 hooks/square inch binding around entire edge of primary belt.											
004	004	BELT; ERGONOMIC	345-08-25-0700	5750-4350	Size: Small (23-29 inch)	Each	50	Pyramex	EB100S	$7.90	$395.00
005	005	BELT; ERGONOMIC	345-08-25-1401	5750-4351	Size: Medium (28-34 inch)	Each	50	Pyramex	EB100M	$7.90	$395.00
006	006	BELT; ERGONOMIC	345-08-25-2003	5750-4352	Size: Large (33-39 inch)	Each	50	Pyramex	EB100L	$7.90	$395.00
007	007	BELT; ERGONOMIC	345-08-25-2755	5750-4353	Size: X-Large (39-46 inch)	Each	50	Pyramex	EB100XL	$7.90	$395.00
008	008	BELT; ERGONOMIC	345-08-25-3316	5750-4354	Size: 2X-Large (to 46 inch)	Each	25	Pyramex	EB1002XL	$7.90	$197.50
009	009	BELT; ERGONOMIC	345-08-25-3654	5750-4335	Size: 3X-Large (no less than 46 inch)	Each	25	Pyramex	EB1003XL	$7.90	$197.50
FIRST AID KIT: 9-unit kit; Complete with white glossy enamel finish case with red lettering imprinted to read: "Property of State of Michigan First Aid Kit"; Contents to include at minimum: two 1" Plastic Adhesive Bandages with Telfa Pads, one 2" Plastic Adhesive Bandage with Telfa Pad, one 4" Offset Bandage Compress with Telfa Pad, one 40" Triangular Bandage, one package (10/envelope) Mycitracin Triple Antibiotic ointment, one package (2 pair, Large) Disposable Nitrile Gloves, one package (20 pads) Anticeptic Wipes, one prepackaged Rescue Breather with One-way Valve/Breather CPR Micro Shield, Blood Borne Pathogen Protective Items, Red-Z Fluid Solidifier 2 oz. Pouch, Biohazard/Infectious Waste Bag 24"x24" Red, 10 gal. 2 oz. Pump Sanizide Germicidal Solution.											
010	010	FIRST AID KIT	345-32-48-8102	4742-1005	See above.	Each	2270	Swift	11-MDOT	$17.00	$38,590.00
REFILLS FOR FIRST AID KITS: Drugs and First Aid Supplies for First Aid Kits											
011	011	REFILLS, FIRST AID	345-32-69-0756	4742-1030	Amonia Inhalent; 1/3 cc per Cotton Wrapped Crushable Ampoule; 10/pk.	Pk	50	Swift	11-35-110AI	$1.30	$65.00
012	012	REFILLS, FIRST AID	345-32-69-1226	4742-1010	Bandages; Adhesive; 1" x 3-1/2" with Telfa Pad; 16/pk.	Pk	2000	Swift	11-35-100CX	$0.44	$880.00
013	013	REFILLS, FIRST AID	345-32-69-1242	4742-1012	Bandages; Adhesive; 2" x 2" with Telfa Pad; 6/pk.	Pk	300	Swift	11-35-103K	$0.83	$249.00
014	014	REFILLS, FIRST AID	345-32-69-1358	4742-1040	Bandage; Triangular; Sterile; 40" 1/pack.	Each	100	Swift	11-35-170TB	$0.70	$70.00
015	015	REFILLS, FIRST AID	345-32-69-2315	4742-1035	Bandage; Compress; Offset with non-adhering Telfa Pad; size: 2"; 4/pack	Pk	50	Swift	11-35-142CO	$1.42	$71.00
016	016	REFILLS, FIRST AID	345-32-69-2356	4742-1037	Bandage; Compress; Offset with non-adhering Telfa Pad; size: 4"' 1/pack	Each	200	Swift	11-35-144CO	$0.94	$188.00
017	017	REFILLS, FIRST AID	345-32-69-3420	4742-1065	Eye Dressing Packet; Large; 4/pk. Must have expiration date stamped on packages.	Pk	10	Swift	11-35-192EP	$1.03	$10.30
018	018	REFILLS, FIRST AID	345-32-69-5789	4742-1068	Ointment, Insect Sting Kill; 10 wipes per package. Must have expiration date stamped on packages.	Pk	500	Swift	11-35-1345S	$0.83	$415.00
019	019	REFILLS, FIRST AID	345-32-69-5797	4776-0568	Ointment, Topical Mycitracin; 1.5 gm. per packet; 144 pkt/box. Must have expiration date stamped on packages.	Ct	1000	Swift	11-23-1209G	$8.55	$8,550.00
020	020	REFILLS, FIRST AID	345-32-69-5805	4742-1085	Hydrocortisone Cream ½% U.S.O.; 5 mg Hrdrocortisone per gram; 1/8-oz/tube; 6 tubes/box. Must have expiration date stamped on packages.	Ct	250	Hart	11-0490	$1.42	$355.00
021	021	REFILLS, FIRST AID	345-32-69-8155	4742-1020	Tape; Adhesive; Waterproof; First Aid Kit Refills; ½" x 10 yards/roll; Individually packaged.	Rl	60	Swift	11-02-3144	$0.78	$46.80
022	022	REFILLS, FIRST AID	345-32-69-8205	4742-1022	Tape; Adhesive; Waterproof; First Aid Kit Refills; 1" x 10 yards/roll; Individually packaged.	Rl	75	Swift	11-022-3146	$1.55	$116.25
023	023	REFILLS, FIRST AID	345-32-69-9252	4671-4407	Towelettes; Sunblock Screen; Non-Greasy; with SPF 15 or Greater; Perspiration Resistant; PABA Free; Fragrance-Free; Non-Irritation and Non-Allergenic; Sunscreen to come in the form of a disposable towelette packaged in leak-proof foil pkg. Each towelette to contain enough sunscreen to cover the face, neck and arms of an average size adult. Sunscreen must block at least 94.5% of sun's damaging rays; 50 towellettes per dispenser-type box. Approx. size 11" x 5 1/2" x 3".	Bx	250	North	12-20-00-10	$16.00	$4,000.00
GLOVES: Heavy-Duty Selected Split Leather; Seamless Wing Thumb; Leather Covered Palm, Index Finger, Fingertips, Knuckle Straps, and Heel Patch; Cotton Lined Palm Safety Cuff.											
024	024	GLOVES	345-48-40-7005	4412-8632	Size: X-Large	Pr	20000	Gloves	E 120/XL	$0.83	$16,600.00
025	025	GLOVES	345-48-40-7252	4412-8633	Size: 2X-Large	Pr	7050	Gloves	E 120/XXL	$0.83	$5,851.50
HEAD GEAR: Cap Mount; Replacement Part.											
026	026	HEAD GEAR	345-56-33-3309	5750-5192	See above.	Ea	100	WMSS	B3-CB3-HD	$7.15	$715.00

FORESTRY KIT: Completely Assembled; Kit to contain: one (1) Forestry Screen, one (1) pair muffs for Cap, one (1) pair cap adapters to fit Bullard/AO/Wilson Hard Hats.											
027	027	FORESTRY KIT	345-56-33-4000	5750-0930	See above.	Kt	300	WMSS	BE-CB3-HD	$26.30	$7,890.00
HELMET: Safety; Jockey Style with Chin Strap; with 4 Point Ratchet Suspension with Accessory Slots; Di-Electric; Cap mount Head Gear Opening on Hard Hat must be 1-9/16" and accept American Optical's Ear Muffs, Face Shields and Welding Hoops; Must meet ANSI Z89 Type I Class E Standards.											
028	028	HELMET	345-56-39-3758	5750-5020	Size: Adjustable; Color: White	Ea	1000	North	A79R W	$5.20	$5,200.00
029	029	HELMET	345-56-39-4152	5750-5015	Size: Adjustable; Color: Yellow	Ea	4500	North	A79R Y	$5.20	$23,400.00
LINER; Winter Hard Hat; Windguard Knit Cap Style; with Neck and Nose Flap.											
030	030	Liner Winter Hard Hat	345-56-43-9007	5750-1004	See above	Ea	1600	Genco	A-600	$4.35	$6,960.00
LINER: Winter Safety Helmet; Stretch Type made of flame retardant washable nylon; One Size fits all; color: Orange.											
031	031	Liner Winter Safety Helmet	345-56-43-9106	5750-5052	See above	Ea	1000	United	UB5W	$2.62	$2,620.00
MUFFS, EAR: Hearing Protection; Cap-mounted Clip-On Type; Di-Electric with Slot Adapters; Vinyl Covered Sponge or Fluid Filled Ear Cushions.											
032	032	MUFFS, EAR	345-64-30-2007	5750-1006	See above, 0-22 decibel reduction	Ea	50	TASCO	T-2000	$10.00	$500.00
033	033	MUFFS, EAR	345-64-30-2502	5750-0924	0-23 decibel reduction for High Noise Areas	Ea	350	BILSOM - THUNDER T1H	3HL01011601	$6.55	$2,292.50
PLUGS, EAR: Cone Shaped; for High Noise Areas; one (1) pair/package; 100 bags/box, 18 boxes/case, 1800 per carton											
034	034	PLUGS, EAR	345-64-30-4151	5750-1016	with cord	Ct	9	TASCO	RD-1C	$42.50	$382.50
035	035	PLUGS, EAR	345-64-30-4177	5750-1018	without cord	Ct	10	TASCO	RD-1	$28.00	$280.00
PLUGS, EAR; Disposable; Polymer Foam which expands to fit ear canal; 0-31 decible reduction; one (1) pair per package; 200 bags/carton.											
036	036	PLUGS, EAR	345-64-30-4656	5750-1014	without cord	Ct	575	MOLDEX	6800	$16.80	$9,660.00
FACE SHIELD: Clear; Molded Propionate Plastic; General Purpose; Light Impact Protection; Clip-On; size: 8-1/2" x 11" x .60" thick.											
037	037	FACE SHIELD	345-64-42-4256	5750-5222	See above.	Ea.	180	WMSS	B3-21070	$3.46	$622.80
GLASSES, SAFETY: Complete with one (1) clear lens, one (1) grey lens; (1) Red, White and Blue Frame; (1) Universal Lanyard Safety Cord and Carrying Case.											
038	038	GLASSES, SAFETY	345-64-47-7007	5750-2290	See above.	Ea.	2000	UVEX	3001/5506/5562/	$13.35	$26,700.00
039	040	GLASSES, SAFETY	345-64-52-3479	5750-2291	Replacement Lens; Clear; for UVEX Astro OTG 3001 Safety Glasses.	Ea.	250	UVEX	5560	$2.26	$565.00
040	041	GLASSES, SAFETY	345-64-52-3503	5750-2292	Replacement Lens; Grey Tint; for UVEX Astro OTG 3001 Safety Glasses.	Ea.	100	UVEX	5562	$2.75	$275.00
GOGGLES, SAFETY: Chemical, Impact and Splash Resistant; Soft Flexible Vinyl Frame, seals to facial contours; Upper and Lower Barriers; Flexible Hydron Coated Polycarbonate Lens; Non-Corrosive; Fog-Free; Ventilated at top and bottom; Curled Design for full 160 degree peripheral vision; Rims on outer edge of frame must meet all A.N.S.I. and N.I.O.S.H. specifications.											
041	039	GOGGLES, SAFETY	345-64-48-5208	5750-2244	See above.	Ea.	50	ADEN	GS-4	$1.40	$70.00
RESPIRATOR: Dust/Mist/Fume N95; must be NIOSH/MSHA approved (TC-21C) for dust/mist/fume having A.P.E.L. not less than 0.05 mg/me, including Lead, Aluminum, Nickel, Zinc Oxide, Chromium, Stainless and others; Must have two (2) Elastic Bands with adjustable buckles and air exhalation valve; design must fit under a welding face shield and be maintenance free and disposable at end of service life; 10/bag; 10 bags/carton.											
042	052	RESPIRATOR; DUST/MIST/FUME	345-80-70-1505	5750-5082	See above.	Ca.	25	3M	8512	$262.00	$6,550.00
RESPIRATOR: Half Face Piece Paint Spray/Pesticide NIOSH Approved for TC-23C; Low on Nose design to accommodate Safety Eye wear affording a wide field of vision; Respirator Canister Color Coded Black to identify organic vapor as required by ANSI; Dual Canister System. Must require no assembly, No change of cartridge possible; Must be equipped with two (2) Retainers, one (1) for organic vapor, one (1) for pesticides; Respirator with component parts must not weigh more than 6.5 oz.											
043	053	RESPIRATOR; DISPOSABLE	345-80-82-0552	5750-5401	size: Small	Ea.	55	3M	51P71-S	$12.90	$709.50
044	054	RESPIRATOR; DISPOSABLE	345-80-82-1055	5750-5402	size: Medium	Ea.	100	3M	52P71-M	$12.90	$1,290.00
045	055	RESPIRATOR; DISPOSABLE	345-80-82-2053	5750-5403	size: Large	Ea.	250	3M	53P71-L	$12.90	$3,225.00
SPILL ABSORBER: All purpose tube; Fabric; filled with absorbant materials designed to absorb and retain industrial oil and hazardous liquids, including acids, solvents, alkalies and related liquids; must meet EPA regulations.											
046	058	SPILL ABSORBER; ALL PURPOSE TUB	485-74-04-1058	5250-0302	size: 5" x 10' (Boom); 4/carton	Ct.	50	OIL DRY	17-90857	$43.55	$2,177.50
047	061	SPILL ABSORBER; ALL PURPOSE TUB	485-74-04-6354	5250-0301	size: 3" x 48" (Snake).	Ea.	100	SPILFYTER	17-G-34	$1.06	$106.00
SPILL ABSORBER: Oil Only; must be able to absorb industrial oils and either repel or allow water to flow through them; must meet EPA regulations.											
048	059	SPILL ABSORBER; OIL ONLY	485-74-04-5406	5250-0303	Pads; size: 18" x 18" x 3/8"; 100/bale	Ba.	60	OIL DRY	17-E100	$34.70	$2,082.00
049	060	SPILL ABSORBER; OIL ONLY	485-74-04-6305	5250-0304	"Snake"; must be able to float even after saturated with waste oil; size: 3" x 48" (sock).	Ea.	260	SPILFYTER	17-M-34	$1.30	$338.00

WADERS, CHEST HIGH: Rubber; Non-Insulated; Extra Heavy Weight for Industrial Use; with Suspenders; Black, Safety Steel Toe meeting ANSI Std. Spec #Z41.1; Mono-Unit Anti-Puncture Stainless Steel or Plastic Sole and Heel fabricated as part of the boot; note: Steel Shank does not constitute an anti-puncture sole or heel.

050	064	WADERS, CHEST HIGH	800-16-28-1505	4441-3306	size: 8	Pr.	50	BATA	791079/110287	$85.00	$4,250.00
051	065	WADERS, CHEST HIGH	800-16-28-1752	4441-3307	size: 9	Pr.	50	BATA	791079/110294	$85.00	$4,250.00
052	066	WADERS, CHEST HIGH	800-16-28-2008	4441-3308	size: 10	Pr.	50	BATA	791079/110300	$85.00	$4,250.00
053	067	WADERS, CHEST HIGH	800-16-28-2255	4441-3309	size: 11	Pr.	50	BATA	791079/110317	$85.00	$4,250.00
054	068	WADERS, CHEST HIGH	800-16-28-2503	4441-3310	size: 12	Pr.	50	BATA	791079/110324	$85.00	$4,250.00
055	069	WADERS, CHEST HIGH	800-16-28-2750	4441-3311	size: 13	Pr.	25	BATA	791079/110331	$85.00	$2,125.00

BOOTS, ARTIC: Metal 5-Buckle; Rubber; Over The Shoe Style; Self-Draining Gusset; 14" height; Net Lining; Cleated Outer Sole; color: Black.

056	070	BOOTS, ARTIC	800-16-38-1008	4441-3404	size: 6	Pr.	50	LIBERTY	1520	$12.65	$632.50
057	071	BOOTS, ARTIC	800-16-38-1255	4441-3406	size: 7	Pr.	25	LIBERTY	1520	$12.65	$316.25
058	072	BOOTS, ARTIC	800-16-38-1503	4441-3408	size: 8	Pr.	25	LIBERTY	1520	$12.65	$316.25
059	073	BOOTS, ARTIC	800-16-38-1750	4441-3410	size: 9	Pr.	25	LIBERTY	1520	$12.65	$316.25
060	074	BOOTS, ARTIC	800-16-38-2006	4441-3412	size: 10	Pr.	60	LIBERTY	1520	$12.65	$759.00
061	075	BOOTS, ARTIC	800-16-38-2253	4441-3414	size: 11	Pr.	25	LIBERTY	1520	$12.65	$316.25
062	076	BOOTS, ARTIC	800-16-38-2501	4441-3416	size: 12	Pr.	25	LIBERTY	1520	$12.65	$316.25
063	077	BOOTS, ARTIC	800-16-38-2758	4441-3418	size: 13	Pr.	25	LIBERTY	1520	$12.65	$316.25
064	078	BOOTS, ARTIC	800-16-38-3004	4441-3420	size: 14	Pr.	200	LIBERTY	1520	$12.65	$2,530.00

BOOTS, HIP: with Safety Steel Toe, meeting ANSI Std Spec Z41-1999; Double Kneed; Heavy Duty Rubber; Mono-Unit Anti-Puncture Stainless Steel or Anti-Puncture Plastic Sole and Heel, Fabricated as part of the Boot; note: Steel Shank does not constitute an anti-puncture sole or heel.

065	079	BOOTS, HIP	800-24-50-1001	4441-3627	size: 6	Pr.	25	NORCROSS	T112/29000	$41.90	$1,047.50
066	080	BOOTS, HIP	800-24-50-1100	4441-3528	size: 7	Pr.	25	NORCROSS	T112/29000	$41.90	$1,047.50
067	081	BOOTS, HIP	800-24-50-1209	4441-3529	size: 8	Pr.	25	NORCROSS	T112/29000	$41.90	$1,047.50
068	082	BOOTS, HIP	800-24-50-1308	4441-3530	size: 9	Pr.	100	NORCROSS	T112/29000	$41.90	$4,190.00
069	083	BOOTS, HIP	800-24-50-1407	4441-3531	size: 10	Pr.	50	NORCROSS	T112/29000	$41.90	$2,095.00
070	084	BOOTS, HIP	800-24-50-1506	4441-3532	size: 11	Pr.	70	NORCROSS	T112/29000	$41.90	$2,933.00
071	085	BOOTS, HIP	800-24-50-1605	4441-3533	size: 12	Pr.	50	NORCROSS	T112/29000	$41.90	$2,095.00
072	086	BOOTS, HIP	800-24-50-1704	4441-3534	size: 13	Pr.	50	NORCROSS	T112/29000	$41.90	$2,095.00

RAINWEAR: Neoprene; Coat-Style; 48-inch length; color: Safety Yellow

073	090	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1000	4441-6782	size: Small	Ea.	50	NEESE	375 C SPECIAL	$28.10	$1,405.00
074	091	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1109	4441-7008	size: Medium	Ea.	150	NEESE	375 C SPECIAL	$28.10	$4,215.00
075	092	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1208	4441-7010	size: Large	Ea.	500	NEESE	375 C SPECIAL	$28.10	$14,050.00
076	093	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1307	4441-7012	size: X-Large	Ea.	500	NEESE	375 C SPECIAL	$28.10	$14,050.00
077	094	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1406	4441-7013	size: 2X-Large	Ea.	300	NEESE	375 C SPECIAL	$31.50	$9,450.00
078	095	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1505	4441-7014	size: 3X-Large	Ea.	60	NEESE	375 C SPECIAL	$31.50	$1,890.00
079	096	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1604	4441-7017	size: 4X-Large	Ea.	50	NEESE	375 C SPECIAL	$31.50	$1,575.00
080	097	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1703	4441-7018	size: 5X-Large	Ea.	50	NEESE	375 C SPECIAL	$31.50	$1,575.00

RAINWEAR, BIB TROUSERS: Neoprene; color: Safety Yellow; lots of 10 pair.

081	098	RAINWEAR: BIB TROUSERS	201-65-72-7007	4441-9000	size: Small	Ea.	25	NEESE	375 BTF	$15.09	$377.25
082	099	RAINWEAR: BIB TROUSERS	201-65-72-7106	4441-9001	size: Medium	Ea.	100	NEESE	375 BTF	$15.09	$1,509.00
083	100	RAINWEAR: BIB TROUSERS	201-65-72-7205	4441-9002	size: Large	Ea.	150	NEESE	375 BTF	$15.09	$2,263.50
084	101	RAINWEAR: BIB TROUSERS	201-65-72-7304	4441-9003	size: X-Large	Ea.	100	NEESE	375 BTF	$15.09	$1,509.00
085	102	RAINWEAR: BIB TROUSERS	201-65-72-7403	4441-9004	size: 2X-Large	Ea.	150	NEESE	375 BTF	$17.02	$2,553.00
086	103	RAINWEAR: BIB TROUSERS	201-65-72-7502	4441-9005	size: 3X-Large	Ea.	50	NEESE	375 BTF	$17.02	$851.00
087	104	RAINWEAR: BIB TROUSERS	201-65-72-7601	4441-9006	size: 4X-Large	Ea.	50	NEESE	375 BTF	$17.02	$851.00
088	105	RAINWEAR: BIB TROUSERS	201-65-72-7700	4441-9007	size: 5X-Large	Ea.	50	NEESE	375 BTF	$17.02	$851.00

RAINWEAR, Jacket Style: Neoprene; color: Safety Yellow; lots of 10.

089	106	RAINWEAR, JACKET STYLE	201-65-72-4004	4441-7540	size: Small	Ea.	50	NEESE	375J SPECIAL	$23.55	$1,177.50
090	107	RAINWEAR, JACKET STYLE	201-65-72-4103	4441-7541	size: Medium	Ea.	60	NEESE	375J SPECIAL	$23.55	$1,413.00
091	108	RAINWEAR, JACKET STYLE	201-65-72-4202	4441-7542	size: Large	Ea.	300	NEESE	375J SPECIAL	$23.55	$7,065.00
092	109	RAINWEAR, JACKET STYLE	201-65-72-4301	4441-7543	size: X-Large	Ea.	300	NEESE	375J SPECIAL	$23.55	$7,065.00
093	110	RAINWEAR, JACKET STYLE	201-65-72-4400	4441-7544	size: 2X-Large	Ea.	100	NEESE	375J SPECIAL	$25.93	$2,593.00
094	111	RAINWEAR, JACKET STYLE	201-65-72-4509	4441-7545	size: 3X-Large	Ea.	50	NEESE	375J SPECIAL	$25.93	$1,296.50
095	112	RAINWEAR, JACKET STYLE	201-65-72-4608	4441-7546	size: 4X-Large	Ea.	50	NEESE	375J SPECIAL	$25.93	$1,296.50
096	113	RAINWEAR, JACKET STYLE	201-65-72-4707	4441-7547	size: 5X-Large	Ea.	50	NEESE	375J SPECIAL	$25.93	$1,296.50

GLASSES,SAFETY: UVEX Stealth; Indirect Ventilation System with Upper and Lower Vents that channel a constant flow of air over lens, reducing fogging; Molded, Soft Flexible Plastic; Impact-Resistant Polycarbonate Lens; Uvextreme AF Clear Lens Coating for anti-fogging, Scratching and Static, and UV Protection; Adjustable Headband; Snap-In Replacement Lens System; must be ANSI Z87.1-1989, CSA Z94.3 1992 Compliant.

097	114	GLASSES, SAFETY: UVEX Stealth	345-64-47-3428	5750-2246	See above.	Ea.	600	UVEX	STEALTH	$6.80	$4,080.00
098	115	GOGGLES,SAFETY: UVEX Stealth	345-64-52-3511	5750-2247	Replacement Lens, Clear; for above Safety Goggles.	Ea.	50	UVEX	UVEXTREME	$2.65	$132.50
099	116	GOGGLES,SAFETY: UVEX Stealth	345-64-52-3529	5750-2248	Replacement Lens; Gray; for above Safety Goggles.	Ea.	200	UVEX	UVEXTREME	$3.10	$620.00

GLASSES, SAFETY: UVEX Astrospec 3000 Patriot Package; Package to include: one (1) red, white & blue Frame with one UVExtreme AF Clear with one color graphic printed on one temple, one (1) UVExtreme AF Gray lens, one (1) Universal Lanyard, and one (1) Carrying Case for all of the above components.

100	117	GLASSES, SAFETY: UVEX Astrospec	345-64-45-3859	5750-2293	See above.	Kt.	1500	UVEX	3000 KIT	$12.50	$18,750.00
101	118	GLASSES, SAFETY: UVEX Astrospec	345-64-45-3685	5750-2294	Replacement Clear Lens; for 3000 Patriot UVEX Astrospec Glasses.	Ea.	100	UVEX	UVEXTREME	$1.61	$161.00
102	119	GLASSES, SAFETY: UVEX Astrospec	345-64-45-3867	5750-2295	Replacement Gray Lens; for 3000 Patriot UVEX Astrospec Glasses.	Ea.	100	UVEX	UVEXTREME GF	$2.10	$210.00

KIT, OUTDOOR SKIN CARE: to consist of following items: two (2) each Technu Poison Oak-N-Ivy Cleanser, 4-oz. bottle; one (1) Cortex Pre-Contact Solution, 4-oz. bottle; one (1) Non-Aerosol Insect Repellent Spray, 10-hour relief, 2-oz. bottle; one (1) Calagel, 6-oz. bottle; one (1) Solarpel, SPF 25 Sunscreen, 4-oz. bottle; twenty (20) ea. Antiseptic Towelettes; one (1) Poison Oak/Ivy I.D. card.										
103	120	KIT, OUTDOOR SKIN CARE	345-32-48-5520	4742-0100	See above.	Ea.	700	MIDWEST	11-FIRSTPO	$23.00	$16,100.00
104	121	KIT, OUTDOOR SKIN CARE	345-32-69	4742-0110	Poison Oak-N-Ivy Cleanser; refill bottle for above kit; 32-oz. bottle.	Ea.	100	CERTFIED SAFETY	11-225-31	$7.85	$785.00
105	122	KIT, OUTDOOR SKIN CARE	345-32-69	4742-0111	Pre-Contact Lotion; replacement bottle for above kit; 4-oz. bottle.	Ea.	350	CORTEX PRODUCTS	11-83666	$3.00	$1,050.00
106	123	KIT, OUTDOOR SKIN CARE	345-32-69	4742-0112	Insect Repellent, 10-hour; replacement bottle for above kit; Non-Aerosol; 2-oz. bottle.	Ea.	1000	TEC-LAB	11-28-1601	$1.66	$1,660.00
107	124	KIT, OUTDOOR SKIN CARE	345-32-69	4742-0113	Medicated Anti-Itch Gel; replacement bottle for above kit; 6-oz bottle.	Ea.	530	CALAGEL	11-2435	$5.00	$2,650.00
108	125	KIT, OUTDOOR SKIN CARE	345-32-69	4742-0114	SPF 25 Sunscreen; replacement bottle replacement bottle for above kit; 4-oz. bottle.	Ea.	300	SOLAR BEAR	11-28-120	$3.07	$921.00
109	138	KIT, OUTDOOR SKIN CARE	345-32-69-8973	4742-0115	Towlettes, Antiseptic Wipes; Replacement wipes for above kit; 20 wipes/box, price per each wipe.	Ea.	10000	Swift	15-0910	$0.0465	$465.00
HARNESS; Full Body: Stretchable Elastic Webbing (Nylon & Polyester based with elastic range of 7-11%) in Shoulder and Body Straps; Conventional Nylon Webbing in Leg Straps; Tongue & Buckles Adjustments; Pull-Up Design Shoulder Adjustments; Sub-Pelvic Strap; Belt Loops to accommodate Tool Belts, Back Pads & Accessories; Lanyard Clip; "Universal Size" (fits up to 310 lbs. capacity); two (2) Side/Hip "D" Rings (other combinations of D-Rings must be available if needed); Must meet or exceed all applicable OSHA, ANSI & CSA requirements, including ANSI Z359.1. note: Harness manufacture date must be the year in which harness is furnished to MDOT (due to five (5) year shelf life from manufacture date).										
110	126	HARNESS; Full Body	520-18	5750-4525	See above.	Ea.	25	MILLER	E650	$80.80	$2,020.00
HARNESS, FALL PREVENTION: Safety, Duraflex, Chest Strap Adjustment/Protective Pads, Adjustable Belt Loops, Self-Rescue Positioning Loops. Must be equipped with a warning flag to indicate if unit has been involved in a fall and should be removed from service; Must meet or exceed all applicable ANSI & CSA Requirements, including ANSI Z3591.1. Note: Harness manufacture date must be the same year as it is furnished to MDOT.										
111	139	HARNESS, FALL PREVENTION	345-22-48-8005	5750-4526	Small/Medium	Ea.	100	Miller	E753	$71.50	$7,150.00
112	140	HARNESS, FALL PREVENTION	345-22-48-8021	5750-4527	Large/X-Large	Ea.	200	Miller	E753	$71.50	$14,300.00
LANYARD; 4' Stretchable Manyard Shock Absorbing: with one (1) Plated Locking Snap Hook with a ¾" throat opening; Maximum capacity of 310 lbs.; Must be equipped with a warning flag to indicate if unit has been involved in a fall and should be removed from service; must meet or exceed all applicable ANSI & CSA requirements, including ANSI Z359.1. note: Lanyard manufacture date must be same year that it is furnished to MDOT.										
113	141	LANYARD; 4' Manyard Shock Absorbing	345-22-50	N/A	See above.	Ea.	100	MILLER	13-219M/4FT	$61.10	$6,110.00
LANYARD; 6' Manyard Shock Absorbing: Two-Legged; with one (1) Plated Locking Snap Hook with a ¾" throat opening and two (2) Plated Locking Snap Hooks with a 2-1/2" throat opening; Maximum working load of 310 lbs.; Must be equipped with a warning flag to indicate if unit has been involved in a fall and should be removed from service; must meet or exceed all applicable OSHA, ANSI & CSA requirements, including ANSI Z359.1. note: Lanyard manufacture date must be same year that it is furnished to MDOT (due to five (5) year shelf life from manufacture date).										
114	127	LANYARD; 6' Manyard Shock Absorbing	520-18	5750-4546	See above.	Ea.	25	MILLER	13-231WRS	$112.60	$2,815.00
LANYARD; 6' Stretchable Manyard Shock Absorbing: with one (1) Plated Locking Snap Hook with ¾" throat opening and one (1) Plated Locking Snap Hook with 2-1/2" throat opening; maximum capacity: 310 lbs.; stretches from 4-6'; must be equipped with a warning flag to indicate if unit has been involved in a fall and should be removed from service; must meet or exceed all applicable ANSI & CSA requirements, including ANSI Z359.1. note: Lanyard manufacture date must be the same year as it is furnished to MDOT (due to five (5) year shelf life from manufacture date).										
115	128	LANYARD; 6' Stretchable Manyard Shock Absorbing	520-18	5750-4547	See above.	Ea.	75	MILLER	219M	$61.10	$4,582.50
LANYARD; Retractable Webbing: 10' payout w/Self-Locking Carabiner and one (1) Plated Drop Forged Double Locking Snap Hook with ¾" throat Opening; Stamped Steel Theroplastic Cover with 1-3/4" Polyester Webbing with minimal tensile strength of 5400 lbs.; Unit must have a 3/8" Galvanized Jaw and Eye Swivel attached to the housing to facilitate anchoring; Lanyard thread must be no. 415 six cord bonded, 3 strand polyester thread with a minimal tensile strength of 42 lbs.; Sewing is 4-6 stitches per inch with all threads backstitched a minimum of 2 stitches; working capacity: 310 lbs.; must be equipped with load indicator to indicate if unit has been involved in a fall and should be removed from service; must meet or exceed all applicable OSHA, ANSI and CSI requirements, including ANSI Z359.1. note: Lanyard manufacture date must be same year as year lanyard furnished to MDOT (due to five (5) year shelf life from manufacture date).										
116	130	LANYARD; Retractable Webbing	520-18	5750-4550	See above.	Ea.	50	MILLER	8327	$167.00	$8,350.00
EYEWARE; Safety Frame: with Lenses & Side Shield; Spatula Temples and Brow-Guard; color: Tan; Eyesize: 56-60; Bridge Size: Universal; Lens Type: Clear Polycarbonate; Style: Aviator.										
117	131	EYEWARE; Safety Frame	345-64-45-8601	5750-2260	See above.	Ea.	2500	MIRAGE	2TE-MRR110ID	$1.25	$3,125.00
RESPIRATOR: Welding/Fume/Ozone.										
118	132	RESPIRATOR	345-80-70	5750-5083	See above.	Ea.	50	3M	8514	$3.60	$180.00
CHAPS; Chainsaw: four (4) layered Kevlar sandwiched between two (2) layers of Cordura Nylon; Adjustable Belt; Nylon Webbing with Plastic Snap-Loc Buckle; Adjustable Leg Straps with Plastic Snap-Loc Closures; must meet U.U. Forest Service Spec. #6170-4; Rated to 3300 FPM Chain Speeds.										
119	133	CHAPS; Chainsaw	345-08-27	5750-4905	size: 32" Long	Pr.	50	PGI	25020-32	$65.00	$3,250.00
120	134	CHAPS; Chainsaw	345-08-27	5750-4907	size: 36" Long	Pr.	100	PGI	25020-36	$70.00	$7,000.00
121	135	CHAPS; Chainsaw	345-08-27	5750-4909	size: 40" Long	Pr.	150	PGI	25020-40	$76.00	$11,400.00
HELMET, HARD HAT, VENTED: with 4 point ratchet susptension with accessory slots. Must meet ANSI Z89 Type I Class C.										
122	136	HELMET, HARD HAT, VENTED	345-56-37	N/A	white	Ea.	1000	MSA	10034018	$8.60	$8,600.00
123	137	HELMET, HARD HAT, VENTED	345-56-37	N/A	yellow	Ea.	4500	MSA	10034020	$8.60	$38,700.00

TOTAL CONTRACT AMOUNT: **$476,752.90**

PERSON RESPONSIBLE FOR ADMINISTERING THIS CONTRACT:

Name: **Lance Carlson**

Telephone: **(877) 233-4811 or (616) 531-9500**

Fax: **(616) 531-3696**

Email: lance@omaraproductsinc.com

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

April 11, 2007

CHANGE NOTICE NO. 3
OF
CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Alaina Creswell **(877) 233-4811or (616) 531-9500**
O'Mara Products, Inc. **3025 Sangra Ave.** **Grandville, MI 49418** **Alaina@omaraproductsinc.com**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **Misc. Safety Products – Michigan Department of Transportation**	
CONTRACT PERIOD: From: **August 16, 2006** To: **August 15, 2009**	
TERMS **Net 30 Days**	SHIPMENT **7 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH MIDEAL.

NATURE OF CHANGE(S):

Effective immediately, MDOT has changed the hardhats to the Bullard Brand. The items are being replaced as follows:

Helmet: Safety; Jockey Style with Chin Strap; with 4 Point Ratchet Suspension with Accessory Slots; Di-Electric; Cap Mount Head Gear Opening on Hard Hat must be 1-9/16" and accept American Optical's Ear Muffs, Face Shields, and Welding Hoops; Must meet ANSI Z89 Type I Class E Standards.

Item No.	NIGP Code	MDOT Stock No.	Size	Color	UOM	Manufacturer	Stock No.	Unit Price
28	345-56-39-3758	5750-5020	Adjustable	White	EA	Ballard	S61R/W	$5.20
29	345-56-39-4152	5750-5015	Adjustable	Yellow	EA	Ballard	S61R/Y	$5.20

HELMET, HARD HAT, VENTED: with 4 point ratchet suspension with accessory slots. Must meet ANSI Z89 Type I Class C.

Item No.	NIGP Code	MDOT Stock No.	Size	Color	UOM	Manufacturer	Stock No.	Unit Price
122	345-56-37	N/A	N/A	White	EA	Ballard	S62R/W	$6.96
123	345-56-37	N/A	N/A	Yellow	EA	Ballard	S62R/Y	$6.96

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

AUTHORITY/REASON:

Per letter from Alaina Creswell dated March 27, 2007 and agreement from Gene Pline at the agency.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $476,752.90

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

November 27, 2006

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **O'Mara Products, Inc.** **3025 Sangra Ave.** **Grandville, MI 49418** **lance@omaraproductsinc.com**	TELEPHONE: Lance Carlson **(877) 233-4811or (616) 531-9500** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **Misc. Safety Products – Michigan Department of Transportation**	
CONTRACT PERIOD: From: **August 16, 2006**	To: **August 15, 2009**
TERMS **Net 30 Days**	SHIPMENT **7 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH MIDEAL.

NATURE OF CHANGE(S):

Effective immediately, the size and Stock numbers for the following items are hereby CHANGED as follows:

GLOVES: Heavy-Duty Selected Split Leather: Seamless Wing Thumb; Leather Covered Palm, Index Finger, Fingertips, Knuckle Straps, and Heel Patch; Cotton Lined Palm Safety Cuff.

Item	MDOT Stock No.	Size	UOM	Stock No.	Unit Price
024	4412-8632	Large	Pr	E 120/L	$0.83
025	4412-8633	X-Large	Pr	E120/XL	$0.83

All other terms, conditions, specifications, and pricing remain unchanged.
AUTHORITY/REASON:

> **Per agency request (Gene Pline) by email dated November 17, 2006 and Vendor agreement.**

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $476,752.90

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

September 21, 2006

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **O'Mara Products, Inc.** **3025 Sangra Ave.** **Grandville, MI 49418** **lance@omaraproductsinc.com**	TELEPHONE: Lance Carlson **(877) 233-4811or (616) 531-9500** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **Misc. Safety Products – Michigan Department of Transportation**	
CONTRACT PERIOD: From: **August 16, 2006** To: **August 15, 2009**	
TERMS **Net 30 Days**	SHIPMENT **7 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH MIDEAL.

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

BOOTS, ARTIC: Metal 5-Buckle; Rubber; Over The Shoe Style; Self-Draining Gusset; 14" height; Net Lining; Cleated Outer Sole; color: Black.

Item No.	Description	Mfg.	SKU No.	MDOT Stock No.	Unit Price/Pair
124	Boots, Artic, Size 15	Liberty	1520	800-16-32-3104	$13.95
125	Boots, Artic, Size 16	Liberty	1520	800-16-32-3204	$13.95

In addition, Item No. 065 (Bid Line No. 079) Boots, Hip, Size 6 is no longer available and hereby DELETED from this Contract.

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

AUTHORITY/REASON:
Per agency request (Gene Pline) by email dated 8/17/06 and vendor proposal (Lance Carlson) by email dated 9/18/06.
TOTAL ESTIMATED CONTRACT VALUE REMAINS: $476,752.90

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 23, 2006

NOTICE
OF
CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **O'Mara Products, Inc.** **3025 Sangra Ave.** **Grandville, MI 49418** **lance@omaraproductsinc.com**	TELEPHONE: Lance Carlson **(877) 233-4811or (616) 531-9500** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Gene Pline (517) 322-5559 **Misc. Safety Products – Michigan Department of Transportation**	
CONTRACT PERIOD: From: **August 16, 2006** To: **August 15, 2009**	
TERMS **Net 30 Days**	SHIPMENT **7 Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee**	
MISCELLANEOUS INFORMATION:	

This Contract is Extended to Local Units of Government through MiDeal.

The terms and conditions of this Contract are those of ITB #071I6200187, this Contract Agreement and the vendor's quote dated April 27, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $476,752.90

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
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B6200372
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Lance Carlson **(877) 233-4811or (616) 531-9500**
O'Mara Products, Inc. **3025 Sangra Ave.** **Grandville, MI 49418** **lance@omaraproductsinc.com**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**

Contract Compliance Inspector: Gene Pline (517) 322-5559
Misc. Safety Products – Michigan Department of Transportation

CONTRACT PERIOD: From: **August 16, 2006** To: **August 15, 2009**

TERMS	SHIPMENT
Net 30 Days	**7 Days ARO**
F.O.B.	SHIPPED FROM
Delivered	**N/A**

MINIMUM DELIVERY REQUIREMENTS
Minimum Order $250.00, orders less than this minimum charged $10.00 handling fee

MISCELLANEOUS INFORMATION:
This Contract is Extended to Local Units of Government through MiDeal.

The terms and conditions of this Contract are those of ITB #071I6200187, this Contract Agreement and the vendor's quote dated April 27, 2006. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $476,752.90

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I6200187. Orders for delivery of equipment will be issued directly by the Michigan 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:**
O'Mara Products, Inc. Firm Name	Signature
Authorized Agent Signature	**Jeffrey A. White, Buyer Manager** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Purchasing Operations** Title
Date	Date

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS

Contract No. 071IB6200372

Miscellaneous Safety Products
Michigan Department of Transportation

Buyer Name: Sue Cieciwa
Telephone Number: (517) 373-0301
E-Mail Address: CieciwaS@michigan.gov

MISCELLANEOUS SAFETY PRODUCTS

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Attachment:

Specification for Rainwear – MDOT
Item Listing/Pricing Page

Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is for miscellaneous safety products for the Michigan Department of Transportation (MDOT).
Article 1 provides requirements associated with this Contract.
Article 1 is designed to provide bidders with information on requirements associated with this ITB.

1.003 PROJECT CONTROL

Project Control

a. The Contractor will carry out this project under the direction and control of MDOT.

b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet as required, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing two copies of this Contract and returning it to the contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 SPECIFICATIONS

Approved Brands or Manufacturers' lines - Acceptable brands are noted on the attached Lists of Specifications. All commodities to be furnished hereunder shall conform to the specifications as noted. Please also refer to “Specification for Rainwear – Michigan Department of Transportation” – Developed 4/2006 attached.

1.102 RESERVED

1.103 RESERVED

1.104 WARRANTY FOR PRODUCTS OR SERVICES

The warranty for products or services procured under this Contract shall be the warranty offered by the manufacturer.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

The Contractor shall have the capacity to receive orders electronically, by phone, facsimile, and by written order. The Contractor shall provide a statewide toll-free phone number for phone orders. Contractor shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor's customer service must respond to State agency inquiries promptly.

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

If mailed, a delivery order or task order is considered "issued" when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

1.202 TRAINING

The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

1.203 REPORTING

Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

1.204 SPECIAL PROGRAMS - RESERVED

1.205 RESERVED

1.3 Delivery Capabilities

1.301 TIME FRAMES

All orders be delivered within seven (7) calendar days after receipt of order. This delivery time frame will only apply to minimum order requirements as described in 1.302.

1.302 MINIMUM ORDER

The minimum order is **$250.00.** An additional charge (handling fee) of $10.00 will be applicable on orders under $250.00.

1.303 PACKAGING

The bidder is requested to provide the manufacturer's standard 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.

1.304 PALLETIZING - RESERVED

1.305 DELIVERY TERM

Prices shall be "F.O.B. Delivered" with transportation charges prepaid on all orders of $**250.00 or more** to the State.

1.306 RESERVED

1.4 Project Price

1.401 PROPOSAL PRICING

Please refer to the attached Item Listing for pricing for the items included on this Contract.

1.402 QUICK PAYMENT TERMS - RESERVED

1.403 PRICE TERM

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

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

Requests for price changes shall be RECEIVED IN WRITING AT LEAST 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.

1.5 Quantity term

Vendor agrees to supply all that the state requires

1.6 Other Terms and Conditions Needed for this Contract

Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for Miscellaneous Safety Products for the Michigan Department of Transportation. 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.

MDOT Central Warehouse may order from the Contract. This shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Units of local State may also issue orders (please refer to Article 3.006 MiDeal Program).

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

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

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Purchasing Operations and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

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

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately August 16, 2006 through August 15, 2009.

Option. The State reserves the right to exercise two (2) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor within thirty (30) days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
MI Consumer Protection Act MCL §§ 445.901 – 445.922
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
Department of Civil Service Rules and regulations
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSAA) 40 USCS § 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

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

2.008 HEADINGS

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

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

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

2.011 SURVIVORSHIP

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

2.012 NO WAIVER OF DEFAULT

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

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations

2.101 ACCOUNTING RECORDS

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

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.

2. The Contractor shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;

2. Provide Purchasing Operations or designated representative ready access to the records upon request;

3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and

4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 RESERVED

2.104 RESERVED

2.105 RESERVED

2.106 PREVAILING WAGE-RESERVED

2.107 PAYROLL AND BASIC RECORDS-RESERVED

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

2.109 RESERVED

2.2 Contract Performance

2.201 RESERVED

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon the result of this RFP. 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.

2.203 POSSIBLE PROGRESS PAYMENTS-RESERVED

2.204 STATE ADMINISTRATIVE FEE - RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is MANDATORY for State contractors. Vendor is required to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 MiDEAL PROGRAM

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, nonprofit hospital, institution of higher learning, or community or junior colleges. As a result of the enactment of this legislation, the MiDEAL Program has been developed. This program extends the use of State contracts to program members. The Stateal agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of State secure a greater return for the expenditure of public funds. It is the policy of Purchasing Operations, 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 the authorized MiDEAL member on a direct and individual basis in accordance with Contract terms will remit payment.

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 MiDEAL members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized MiDEAL member prior to extending the State Contract price.

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

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

2.302 CONTRACTOR RESPONSIBILITIES

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

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this

Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Purchasing Operations.

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 Purchasing Operations has given written consent to the delegation.

Bidder must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that bidder provided in the bid.

2.304 TAXES

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

Federal Excise Tax: The State of Michigan 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.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

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

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

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

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

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

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

Patent/Copyright Infringement Indemnification

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

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor’s breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

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

Continuation of Indemnification Obligation

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

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing

whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan Stateal or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan Stateal or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor' s information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

2.307 CONTRACT DISTRIBUTION

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

2.308 FORM, FUNCTION, AND UTILITY-RESERVED

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

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

2.310 LIABILITY INSURANCE

A. Insurance

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

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

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

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

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

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:

1. Commercial General Liability with the following minimum coverage:

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

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

   The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

   Any certificates of insurance received must also provide a list of states where the coverage is applicable.

   The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

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

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.311 WORKPLACE SAFETY

1. 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.

2. 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.

2.312 WORKPLACE DISCRIMINATION

The Contractor represents and warrants that in performing services for the State pursuant to this Contract, 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 here from 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.

Vendor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

2.313 RESERVED

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations**. The Contract Compliance Inspector for this project is:

Gene Pline
MDOT Central Warehouse
7575 Crowner Drive
Lansing, MI 48909
Ph: (517) 322-5559 Fax (517) 322-5841
e-mail: PlineG2@michigan.gov

2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the Michigan Department of Transportation 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 Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, 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.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

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

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

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

2.502 QUALITY ASSURANCE

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

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

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods)

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES-RESERVED

2.506 RESERVED

2.507 RESERVED

2.508 RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

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

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

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

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

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

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

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

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

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

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

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES-RESERVED

2.704 STOP WORK-RESERVED

2.705 SUSPENSION OF WORK-RESERVED

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

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

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

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

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

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

(a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the State-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:

(1) The date, circumstances, and source of the order; and
(2) That the Contractor regards the order as a change order.

(b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

SPECIFICATION for RAINWEAR
MICHIGAN DEPARTMENT OF TRANSPORTATION

The following specification outlines the garment requirements for a rainwear to be worn by personnel while working on or adjacent to the roadway.

Reference: Department of Management and Budget specification for Rain Protective Garments, Raincoats-full length.

Garments shall be lightweight, flexible, cool, comfortable, and shall resist tearing, snagging, abrasion, and will not run if punctured.

- Styles are: Full length coat, jacket, and bib type pants (with elastic suspenders).
- Nylon substrate.
- Coats and jackets must include hoods.
- Coat and jacket shall have back vents.
- Coat – full length (~48”). Jacket – waist length (~30”)
- Bright yellow PVC laminate coating.
- Snap closures. All snaps shall be black in color, nylon or plastic.
- Pants shall have snap fly.
- Coat and jacket will have cuffs with snap closures.

- The raincoats and jackets 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 coat (or outerwear) clothing sizes as shown below:

Size Chart	
Small	36”-38”
Medium	40”-42”
Large	44”-46”
X-Large	48”-50”
2X-Large	52”-54”
3X-Large	56”-58”

- Coat and jacket will have two pockets with flaps.
- Coat, jacket, and pants shall have access openings for inner clothing.

SAMPLES:

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

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

Specification developed 4/2006

O'Mara Products, Inc.
Contract No. 071B6200372
Miscellaneous Safety Products - MDOT

Item No.	Bid Line No.	Category	NIGP Code	MDOT Stock No.	Product Description	Unit of Measure (UOM)	Est. 3 Year Contract Quantity	Manufacturer	Manufacturer SKU Number	Unit Price	Total $
COVERALLS: Disposable; Saranex Laminated Tyvek; Long-sleeve; Zipper Front; Color: White; Seams must be Sealed and Bound; Breakthrough Time: 1, 2, 4 Trichlorobenzene <15 min.; Mineral Spirits >10 min.; Methylene Chloride >5 min.; Trichloroethylene >5 min.; Flammability must meet Federal Fabric Act for clothing.											
001	001	COVERALLS	200-84-40-1254	4422-4736	Size: Medium	Each	50	Lakeland	07-4015-M	$6.80	$340.00
002	002	COVERALLS	200-84-40-1502	4422-4740	Size: Large	Each	50	Lakeland	07-4015-L	$6.80	$340.00
003	003	COVERALLS	200-84-40-2005	4422-4744	Size: X-Large	Each	50	Lakeland	07-4015-XL	$6.80	$340.00
BELT; ERGONOMIC: Low Profile for Back Support; 5" wide; Black Fabric with Silver Webbing; 1-1/2" Knitted Adjustable Elastic Shoulder Straps; Machine Washable; Minimum four (4) Plastic-coated Steel Stays Sewn-in Elastic Pockets; Nylon and Spandex Primary Belt; approximately 420 denter, polyester and rubber secondary belt; velcro closure; approximately 300 hooks/square inch binding around entire edge of primary belt.											
004	004	BELT; ERGONOMIC	345-08-25-0700	5750-4350	Size: Small (23-29 inch)	Each	50	Pyramex	EB100S	$7.90	$395.00
005	005	BELT; ERGONOMIC	345-08-25-1401	5750-4351	Size: Medium (28-34 inch)	Each	50	Pyramex	EB100M	$7.90	$395.00
006	006	BELT; ERGONOMIC	345-08-25-2003	5750-4352	Size: Large (33-39 inch)	Each	50	Pyramex	EB100L	$7.90	$395.00
007	007	BELT; ERGONOMIC	345-08-25-2755	5750-4353	Size: X-Large (39-46 inch)	Each	50	Pyramex	EB100XL	$7.90	$395.00
008	008	BELT; ERGONOMIC	345-08-25-3316	5750-4354	Size: 2X-Large (to 46 inch)	Each	25	Pyramex	EB1002XL	$7.90	$197.50
009	009	BELT; ERGONOMIC	345-08-25-3654	5750-4335	Size: 3X-Large (no less than 46 inch)	Each	25	Pyramex	EB1003XL	$7.90	$197.50
FIRST AID KIT: 9-unit kit; Complete with white glossy enamel finish case with red lettering imprinted to read: "Property of State of Michigan First Aid Kit"; Contents to include at minimum: two 1" Plastic Adhesive Bandages with Telfa Pads, one 2" Plastic Adhesive Bandage with Telfa Pad, one 4" Offset Bandage Compress with Telfa Pad, one 40" Triangular Bandage, one package (10/envelope) Mycitracin Triple Antibiotic ointment, one package (2 pair, Large) Disposable Nitrile Gloves, one package (20 pads) Anticeptic Wipes, one prepackaged Rescue Breather with One-way Valve/Breather CPR Micro Shield, Blood Borne Pathogen Protective Items, Red-Z Fluid Solidifier 2 oz. Pouch, Biohazard/Infectious Waste Bag 24"x24" Red, 10 gal. 2 oz. Pump Sanizide Germicidal Solution.											
010	010	FIRST AID KIT	345-32-48-8102	4742-1005	See above.	Each	2270	Swift	11-MDOT	$17.00	$38,590.00
REFILLS FOR FIRST AID KITS: Drugs and First Aid Supplies for First Aid Kits											
011	011	REFILLS, FIRST AID	345-32-69-0756	4742-1030	Amonia Inhalent; 1/3 cc per Cotton Wrapped Crushable Ampoule; 10/pk.	Pk	50	Swift	11-35-110AI	$1.30	$65.00
012	012	REFILLS, FIRST AID	345-32-69-1226	4742-1010	Bandages; Adhesive; 1" x 3-1/2" with Telfa Pad; 16/pk.	Pk	2000	Swift	11-35-100CX	$0.44	$880.00
013	013	REFILLS, FIRST AID	345-32-69-1242	4742-1012	Bandages; Adhesive; 2" x 2" with Telfa Pad; 6/pk.	Pk	300	Swift	11-35-103K	$0.83	$249.00
014	014	REFILLS, FIRST AID	345-32-69-1358	4742-1040	Bandage; Triangular; Sterile; 40" 1/pack.	Each	100	Swift	11-35-170TB	$0.70	$70.00
015	015	REFILLS, FIRST AID	345-32-69-2315	4742-1035	Bandage; Compress; Offset with non-adhering Telfa Pad; size: 2"; 4/pack	Pk	50	Swift	11-35-142CO	$1.42	$71.00
016	016	REFILLS, FIRST AID	345-32-69-2356	4742-1037	Bandage; Compress; Offset with non-adhering Telfa Pad; size: 4"' 1/pack	Each	200	Swift	11-35-144CO	$0.94	$188.00
017	017	REFILLS, FIRST AID	345-32-69-3420	4742-1065	Eye Dressing Packet; Large; 4/pk. Must have expiration date stamped on packages.	Pk	10	Swift	11-35-192EP	$1.03	$10.30
018	018	REFILLS, FIRST AID	345-32-69-5789	4742-1068	Ointment, Insect Sting Kill; 10 wipes per package. Must have expiration date stamped on packages.	Pk	500	Swift	11-35-1345S	$0.83	$415.00
019	019	REFILLS, FIRST AID	345-32-69-5797	4776-0568	Ointment; Topical Mycitracin; 1.5 gm. per packet; 144 pkt/box. Must have expiration date stamped on packages.	Ct	1000	Swift	11-23-1209G	$8.55	$8,550.00
020	020	REFILLS, FIRST AID	345-32-69-5805	4742-1085	Hydrocortisone Cream ½% U.S.O.; 5 mg Hrdrocortisone per gram; 1/8-oz/tube; 6 tubes/box. Must have expiration date stamped on packages.	Ct	250	Hart	11-0490	$1.42	$355.00
021	021	REFILLS, FIRST AID	345-32-69-8155	4742-1020	Tape; Adhesive; Waterproof; First Aid Kit Refills; ½" x 10 yards/roll; Individually packaged.	Rl	60	Swift	11-02-3144	$0.78	$46.80
022	022	REFILLS, FIRST AID	345-32-69-8205	4742-1022	Tape; Adhesive; Waterproof; First Aid Kit Refills; 1" x 10 yards/roll; Individually packaged.	Rl	75	Swift	11-022-3146	$1.55	$116.25
023	023	REFILLS, FIRST AID	345-32-69-9252	4671-4407	Towelettes; Sunblock Screen; Non-Greasy; with SPF 15 or Greater; Perspiration Resistant; PABA Free; Fragrance-Free; Non-Irritation and Non-Allergenic; Sunscreen to come in the form of a disposable towelette packaged in leak-proof foil pkg. Each towelette to contain enough sunscreen to cover the face, neck and arms of an average size adult. Sunscreen must block at least 94.5% of sun's damaging rays; 50 towellettes per dispenser-type box. Approx. size 11" x 5 1/2" x 3".	Bx	250	North	12-20-00-10	$16.00	$4,000.00
GLOVES: Heavy-Duty Selected Split Leather; Seamless Wing Thumb; Leather Covered Palm, Index Finger, Fingertips, Knuckle Straps, and Heel Patch; Cotton Lined Palm Safety Cuff.											
024	024	GLOVES	345-48-40-7005	4412-8632	Size: X-Large	Pr	20000	Gloves	E 120/XL	$0.83	$16,600.00
025	025	GLOVES	345-48-40-7252	4412-8633	Size: 2X-Large	Pr	7050	Gloves	E 120/XXL	$0.83	$5,851.50
HEAD GEAR: Cap Mount; Replacement Part.											
026	026	HEAD GEAR	345-56-33-3309	5750-5192	See above.	Ea	100	WMSS	B3-CB3-HD	$7.15	$715.00

FORESTRY KIT: Completely Assembled; Kit to contain: one (1) Forestry Screen, one (1) pair muffs for Cap, one (1) pair cap adapters to fit Bullard/AO/Wilson Hard Hats.											
027	027	FORESTRY KIT	345-56-33-4000	5750-0930	See above.	Kt	300	WMSS	BE-CB3-HD	$26.30	$7,890.00
HELMET: Safety; Jockey Style with Chin Strap; with 4 Point Ratchet Suspension with Accessory Slots; Di-Electric; Cap mount Head Gear Opening on Hard Hat must be 1-9/16" and accept American Optical's Ear Muffs, Face Shields and Welding Hoops; Must meet ANSI Z89 Type I Class E Standards.											
028	028	HELMET	345-56-39-3758	5750-5020	Size: Adjustable; Color: White	Ea	1000	North	A79R W	$5.20	$5,200.00
029	029	HELMET	345-56-39-4152	5750-5015	Size: Adjustable; Color: Yellow	Ea	4500	North	A79R Y	$5.20	$23,400.00
LINER; Winter Hard Hat; Windguard Knit Cap Style; with Neck and Nose Flap.											
030	030	Liner Winter Hard Hat	345-56-43-9007	5750-1004	See above	Ea	1600	Genco	A-600	$4.35	$6,960.00
LINER: Winter Safety Helmet; Stretch Type made of flame retardant washable nylon; One Size fits all; color: Orange.											
031	031	Liner Winter Safety Helmet	345-56-43-9106	5750-5052	See above	Ea	1000	United	UB5W	$2.62	$2,620.00
MUFFS, EAR: Hearing Protection; Cap-mounted Clip-On Type; Di-Electric with Slot Adapters; Vinyl Covered Sponge or Fluid Filled Ear Cushions.											
032	032	MUFFS, EAR	345-64-30-2007	5750-1006	See above, 0-22 decibel reduction	Ea	50	TASCO	T-2000	$10.00	$500.00
033	033	MUFFS, EAR	345-64-30-2502	5750-0924	0-23 decibel reduction for High Noise Areas	Ea	350	BILSOM - THUNDER T1H	3HL01011601	$6.55	$2,292.50
PLUGS, EAR: Cone Shaped; for High Noise Areas; one (1) pair/package; 100 bags/box, 18 boxes/case, 1800 per carton											
034	034	PLUGS, EAR	345-64-30-4151	5750-1016	with cord	Ct	9	TASCO	RD-1C	$42.50	$382.50
035	035	PLUGS, EAR	345-64-30-4177	5750-1018	without cord	Ct	10	TASCO	RD-1	$28.00	$280.00
PLUGS, EAR; Disposable; Polymer Foam which expands to fit ear canal; 0-31 decible reduction; one (1) pair per package; 200 bags/carton.											
036	036	PLUGS, EAR	345-64-30-4656	5750-1014	without cord	Ct	575	MOLDEX	6800	$16.80	$9,660.00
FACE SHIELD: Clear; Molded Propionate Plastic; General Purpose; Light Impact Protection; Clip-On; size: 8-1/2" x 11" x .60" thick.											
037	037	FACE SHIELD	345-64-42-4256	5750-5222	See above.	Ea.	180	WMSS	B3-21070	$3.46	$622.80
GLASSES, SAFETY: Complete with one (1) clear lens, one (1) grey lens; (1) Red, White and Blue Frame; (1) Universal Lanyard Safety Cord and Carrying Case.											
038	038	GLASSES, SAFETY	345-64-47-7007	5750-2290	See above.	Ea.	2000	UVEX	3001/5506/5562/	$13.35	$26,700.00
039	040	GLASSES, SAFETY	345-64-52-3479	5750-2291	Replacement Lens; Clear; for UVEX Astro OTG 3001 Safety Glasses.	Ea.	250	UVEX	5560	$2.26	$565.00
040	041	GLASSES, SAFETY	345-64-52-3503	5750-2292	Replacement Lens; Grey Tint; for UVEX Astro OTG 3001 Safety Glasses.	Ea.	100	UVEX	5562	$2.75	$275.00
GOGGLES, SAFETY: Chemical, Impact and Splash Resistant; Soft Flexible Vinyl Frame, seals to facial contours; Upper and Lower Barriers; Flexible Hydron Coated Polycarbonate Lens; Non-Corrosive; Fog-Free; Ventilated at top and bottom; Curled Design for full 160 degree peripheral vision; Rims on outer edge of frame must meet all A.N.S.I. and N.I.O.S.H. specifications.											
041	039	GOGGLES, SAFETY	345-64-48-5208	5750-2244	See above.	Ea.	50	ADEN	GS-4	$1.40	$70.00
RESPIRATOR: Dust/Mist/Fume N95; must be NIOSH/MSHA approved (TC-21C) for dust/mist/fume having A.P.E.L. not less than 0.05 mg/me, including Lead, Aluminum, Nickel, Zinc Oxide, Chromium, Stainless and others; Must have two (2) Elastic Bands with adjustable buckles and air exhalation valve; design must fit under a welding face shield and be maintenance free and disposable at end of service life; 10/bag; 10 bags/carton.											
042	052	RESPIRATOR; DUST/MIST/FUME	345-80-70-1505	5750-5082	See above.	Ca.	25	3M	8512	$262.00	$6,550.00
RESPIRATOR: Half Face Piece Paint Spray/Pesticide NIOSH Approved for TC-23C; Low on Nose design to accommodate Safety Eye wear affording a wide field of vision; Respirator Canister Color Coded Black to identify organic vapor as required by ANSI; Dual Canister System. Must require no assembly, No change of cartridge possible; Must be equipped with two (2) Retainers, one (1) for organic vapor, one (1) for pesticides; Respirator with component parts must not weigh more than 6.5 oz.											
043	053	RESPIRATOR; DISPOSABLE	345-80-82-0552	5750-5401	size: Small	Ea.	55	3M	51P71-S	$12.90	$709.50
044	054	RESPIRATOR; DISPOSABLE	345-80-82-1055	5750-5402	size: Medium	Ea.	100	3M	52P71-M	$12.90	$1,290.00
045	055	RESPIRATOR; DISPOSABLE	345-80-82-2053	5750-5403	size: Large	Ea.	250	3M	53P71-L	$12.90	$3,225.00
SPILL ABSORBER: All purpose tube; Fabric; filled with absorbant materials designed to absorb and retain industrial oil and hazardous liquids, including acids, solvents, alkalies and related liquids; must meet EPA regulations.											
046	058	SPILL ABSORBER; ALL PURPOSE TUB	485-74-04-1058	5250-0302	size: 5" x 10' (Boom); 4/carton	Ct.	50	OIL DRY	17-90857	$43.55	$2,177.50
047	061	SPILL ABSORBER; ALL PURPOSE TUB	485-74-04-6354	5250-0301	size: 3" x 48" (Snake).	Ea.	100	SPILFYTER	17-G-34	$1.06	$106.00
SPILL ABSORBER: Oil Only; must be able to absorb industrial oils and either repel or allow water to flow through them; must meet EPA regulations.											
048	059	SPILL ABSORBER; OIL ONLY	485-74-04-5406	5250-0303	Pads; size: 18" x 18" x 3/8"; 100/bale	Ba.	60	OIL DRY	17-E100	$34.70	$2,082.00
049	060	SPILL ABSORBER; OIL ONLY	485-74-04-6305	5250-0304	"Snake"; must be able to float even after saturated with waste oil; size: 3" x 48" (sock).	Ea.	260	SPILFYTER	17-M-34	$1.30	$338.00

WADERS, CHEST HIGH: Rubber; Non-Insulated; Extra Heavy Weight for Industrial Use; with Suspenders; Black, Safety Steel Toe meeting ANSI Std. Spec #Z41.1; Mono-Unit Anti-Puncture Stainless Steel or Plastic Sole and Heel fabricated as part of the boot; note: Steel Shank does not constitute an anti-puncture sole or heel.

050	064	WADERS, CHEST HIGH	800-16-28-1505	4441-3306	size: 8	Pr.	50	BATA	791079/110287	$85.00	$4,250.00
051	065	WADERS, CHEST HIGH	800-16-28-1752	4441-3307	size: 9	Pr.	50	BATA	791079/110294	$85.00	$4,250.00
052	066	WADERS, CHEST HIGH	800-16-28-2008	4441-3308	size: 10	Pr.	50	BATA	791079/110300	$85.00	$4,250.00
053	067	WADERS, CHEST HIGH	800-16-28-2255	4441-3309	size: 11	Pr.	50	BATA	791079/110317	$85.00	$4,250.00
054	068	WADERS, CHEST HIGH	800-16-28-2503	4441-3310	size: 12	Pr.	50	BATA	791079/110324	$85.00	$4,250.00
055	069	WADERS, CHEST HIGH	800-16-28-2750	4441-3311	size: 13	Pr.	25	BATA	791079/110331	$85.00	$2,125.00

BOOTS, ARTIC: Metal 5-Buckle; Rubber; Over The Shoe Style; Self-Draining Gusset; 14" height; Net Lining; Cleated Outer Sole; color: Black.

056	070	BOOTS, ARTIC	800-16-38-1008	4441-3404	size: 6	Pr.	50	LIBERTY	1520	$12.65	$632.50
057	071	BOOTS, ARTIC	800-16-38-1255	4441-3406	size: 7	Pr.	25	LIBERTY	1520	$12.65	$316.25
058	072	BOOTS, ARTIC	800-16-38-1503	4441-3408	size: 8	Pr.	25	LIBERTY	1520	$12.65	$316.25
059	073	BOOTS, ARTIC	800-16-38-1750	4441-3410	size: 9	Pr.	25	LIBERTY	1520	$12.65	$316.25
060	074	BOOTS, ARTIC	800-16-38-2006	4441-3412	size: 10	Pr.	60	LIBERTY	1520	$12.65	$759.00
061	075	BOOTS, ARTIC	800-16-38-2253	4441-3414	size: 11	Pr.	25	LIBERTY	1520	$12.65	$316.25
062	076	BOOTS, ARTIC	800-16-38-2501	4441-3416	size: 12	Pr.	25	LIBERTY	1520	$12.65	$316.25
063	077	BOOTS, ARTIC	800-16-38-2758	4441-3418	size: 13	Pr.	25	LIBERTY	1520	$12.65	$316.25
064	078	BOOTS, ARTIC	800-16-38-3004	4441-3420	size: 14	Pr.	200	LIBERTY	1520	$12.65	$2,530.00

BOOTS, HIP: with Safety Steel Toe, meeting ANSI Std Spec Z41-1999; Double Kneed; Heavy Duty Rubber; Mono-Unit Anti-Puncture Stainless Steel or Anti-Puncture Plastic Sole and Heel, Fabricated as part of the Boot; note: Steel Shank does not constitute an anti-puncture sole or heel.

065	079	BOOTS, HIP	800-24-50-1001	4441-3627	size: 6	Pr.	25	NORCROSS	T112/29000	$41.90	$1,047.50
066	080	BOOTS, HIP	800-24-50-1100	4441-3528	size: 7	Pr.	25	NORCROSS	T112/29000	$41.90	$1,047.50
067	081	BOOTS, HIP	800-24-50-1209	4441-3529	size: 8	Pr.	25	NORCROSS	T112/29000	$41.90	$1,047.50
068	082	BOOTS, HIP	800-24-50-1308	4441-3530	size: 9	Pr.	100	NORCROSS	T112/29000	$41.90	$4,190.00
069	083	BOOTS, HIP	800-24-50-1407	4441-3531	size: 10	Pr.	50	NORCROSS	T112/29000	$41.90	$2,095.00
070	084	BOOTS, HIP	800-24-50-1506	4441-3532	size: 11	Pr.	70	NORCROSS	T112/29000	$41.90	$2,933.00
071	085	BOOTS, HIP	800-24-50-1605	4441-3533	size: 12	Pr.	50	NORCROSS	T112/29000	$41.90	$2,095.00
072	086	BOOTS, HIP	800-24-50-1704	4441-3534	size: 13	Pr.	50	NORCROSS	T112/29000	$41.90	$2,095.00

RAINWEAR: Neoprene; Coat-Style; 48-inch length; color: Safety Yellow

073	090	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1000	4441-6782	size: Small	Ea.	50	NEESE	375 C SPECIAL	$28.10	$1,405.00
074	091	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1109	4441-7008	size: Medium	Ea.	150	NEESE	375 C SPECIAL	$28.10	$4,215.00
075	092	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1208	4441-7010	size: Large	Ea.	500	NEESE	375 C SPECIAL	$28.10	$14,050.00
076	093	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1307	4441-7012	size: X-Large	Ea.	500	NEESE	375 C SPECIAL	$28.10	$14,050.00
077	094	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1406	4441-7013	size: 2X-Large	Ea.	300	NEESE	375 C SPECIAL	$31.50	$9,450.00
078	095	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1505	4441-7014	size: 3X-Large	Ea.	60	NEESE	375 C SPECIAL	$31.50	$1,890.00
079	096	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1604	4441-7017	size: 4X-Large	Ea.	50	NEESE	375 C SPECIAL	$31.50	$1,575.00
080	097	RAINWEAR: NEOPRENE; COAT STYLE	201-65-72-1703	4441-7018	size: 5X-Large	Ea.	50	NEESE	375 C SPECIAL	$31.50	$1,575.00

RAINWEAR, BIB TROUSERS: Neoprene; color: Safety Yellow; lots of 10 pair.

081	098	RAINWEAR: BIB TROUSERS	201-65-72-7007	4441-9000	size: Small	Ea.	25	NEESE	375 BTF	$15.09	$377.25
082	099	RAINWEAR: BIB TROUSERS	201-65-72-7106	4441-9001	size: Medium	Ea.	100	NEESE	375 BTF	$15.09	$1,509.00
083	100	RAINWEAR: BIB TROUSERS	201-65-72-7205	4441-9002	size: Large	Ea.	150	NEESE	375 BTF	$15.09	$2,263.50
084	101	RAINWEAR: BIB TROUSERS	201-65-72-7304	4441-9003	size: X-Large	Ea.	100	NEESE	375 BTF	$15.09	$1,509.00
085	102	RAINWEAR: BIB TROUSERS	201-65-72-7403	4441-9004	size: 2X-Large	Ea.	150	NEESE	375 BTF	$17.02	$2,553.00
086	103	RAINWEAR: BIB TROUSERS	201-65-72-7502	4441-9005	size: 3X-Large	Ea.	50	NEESE	375 BTF	$17.02	$851.00
087	104	RAINWEAR: BIB TROUSERS	201-65-72-7601	4441-9006	size: 4X-Large	Ea.	50	NEESE	375 BTF	$17.02	$851.00
088	105	RAINWEAR: BIB TROUSERS	201-65-72-7700	4441-9007	size: 5X-Large	Ea.	50	NEESE	375 BTF	$17.02	$851.00

RAINWEAR, Jacket Style: Neoprene; color: Safety Yellow; lots of 10.

089	106	RAINWEAR, JACKET STYLE	201-65-72-4004	4441-7540	size: Small	Ea.	50	NEESE	375J SPECIAL	$23.55	$1,177.50
090	107	RAINWEAR, JACKET STYLE	201-65-72-4103	4441-7541	size: Medium	Ea.	60	NEESE	375J SPECIAL	$23.55	$1,413.00
091	108	RAINWEAR, JACKET STYLE	201-65-72-4202	4441-7542	size: Large	Ea.	300	NEESE	375J SPECIAL	$23.55	$7,065.00
092	109	RAINWEAR, JACKET STYLE	201-65-72-4301	4441-7543	size: X-Large	Ea.	300	NEESE	375J SPECIAL	$23.55	$7,065.00
093	110	RAINWEAR, JACKET STYLE	201-65-72-4400	4441-7544	size: 2X-Large	Ea.	100	NEESE	375J SPECIAL	$25.93	$2,593.00
094	111	RAINWEAR, JACKET STYLE	201-65-72-4509	4441-7545	size: 3X-Large	Ea.	50	NEESE	375J SPECIAL	$25.93	$1,296.50
095	112	RAINWEAR, JACKET STYLE	201-65-72-4608	4441-7546	size: 4X-Large	Ea.	50	NEESE	375J SPECIAL	$25.93	$1,296.50
096	113	RAINWEAR, JACKET STYLE	201-65-72-4707	4441-7547	size: 5X-Large	Ea.	50	NEESE	375J SPECIAL	$25.93	$1,296.50

GLASSES,SAFETY: UVEX Stealth; Indirect Ventilation System with Upper and Lower Vents that channel a constant flow of air over lens, reducing fogging; Molded, Soft Flexible Plastic; Impact-Resistant Polycarbonate Lens; Uvextreme AF Clear Lens Coating for anti-fogging, Scratching and Static, and UV Protection; Adjustable Headband; Snap-In Replacement Lens System; must be ANSI Z87.1-1989, CSA Z94.3 1992 Compliant.

097	114	GLASSES, SAFETY: UVEX Stealth	345-64-47-3428	5750-2246	See above.	Ea.	600	UVEX	STEALTH	$6.80	$4,080.00
098	115	GOGGLES,SAFETY: UVEX Stealth	345-64-52-3511	5750-2247	Replacement Lens, Clear; for above Safety Goggles.	Ea.	50	UVEX	UVEXTREME	$2.65	$132.50
099	116	GOGGLES,SAFETY: UVEX Stealth	345-64-52-3529	5750-2248	Replacement Lens; Gray; for above Safety Goggles.	Ea.	200	UVEX	UVEXTREME	$3.10	$620.00

GLASSES, SAFETY: UVEX Astrospec 3000 Patriot Package; Package to include: one (1) red, white & blue Frame with one UVExtreme AF Clear with one color graphic printed on one temple, one (1) UVExtreme AF Gray lens, one (1) Universal Lanyard, and one (1) Carrying Case for all of the above components.

100	117	GLASSES, SAFETY: UVEX Astrospec	345-64-45-3859	5750-2293	See above.	Kt.	1500	UVEX	3000 KIT	$12.50	$18,750.00
101	118	GLASSES, SAFETY: UVEX Astrospec	345-64-45-3685	5750-2294	Replacement Clear Lens; for 3000 Patriot UVEX Astrospec Glasses.	Ea.	100	UVEX	UVEXTREME	$1.61	$161.00
102	119	GLASSES, SAFETY: UVEX Astrospec	345-64-45-3867	5750-2295	Replacement Gray Lens; for 3000 Patriot UVEX Astrospec Glasses.	Ea.	100	UVEX	UVEXTREME GF	$2.10	$210.00

KIT, OUTDOOR SKIN CARE: to consist of following items: two (2) each Technu Poison Oak-N-Ivy Cleanser, 4-oz. bottle; one (1) Cortex Pre-Contact Solution, 4-oz. bottle; one (1) Non-Aerosol Insect Repellent Spray, 10-hour relief, 2-oz. bottle; one (1) Calagel, 6-oz. bottle; one (1) Solarpel, SPF 25 Sunscreen, 4-oz. bottle; twenty (20) ea. Antiseptic Towelettes; one (1) Poison Oak/Ivy I.D. card.

103	120	KIT, OUTDOOR SKIN CARE	345-32-48-5520	4742-0100	See above.	Ea.	700	MIDWEST	11-FIRSTPO	$23.00	$16,100.00
104	121	KIT, OUTDOOR SKIN CARE	345-32-69	4742-0110	Poison Oak-N-Ivy Cleanser; refill bottle for above kit; 32-oz. bottle.	Ea.	100	CERTFIED SAFETY	11-225-31	$7.85	$785.00
105	122	KIT, OUTDOOR SKIN CARE	345-32-69	4742-0111	Pre-Contact Lotion; replacement bottle for above kit; 4-oz. bottle.	Ea.	350	CORTEX PRODUCTS	11-83666	$3.00	$1,050.00
106	123	KIT, OUTDOOR SKIN CARE	345-32-69	4742-0112	Insect Repellent, 10-hour; replacement bottle for above kit; Non-Aerosol; 2-oz. bottle.	Ea.	1000	TEC-LAB	11-28-1601	$1.66	$1,660.00
107	124	KIT, OUTDOOR SKIN CARE	345-32-69	4742-0113	Medicated Anti-Itch Gel; replacement bottle for above kit; 6-oz bottle.	Ea.	530	CALAGEL	11-2435	$5.00	$2,650.00
108	125	KIT, OUTDOOR SKIN CARE	345-32-69	4742-0114	SPF 25 Sunscreen; replacement bottle replacement bottle for above kit; 4-oz. bottle.	Ea.	300	SOLAR BEAR	11-28-120	$3.07	$921.00
109	138	KIT, OUTDOOR SKIN CARE	345-32-69-8973	4742-0115	Towlettes, Antiseptic Wipes; Replacement wipes for above kit; 20 wipes/box, price per each wipe.	Ea.	10000	Swift	15-0910	$0.0465	$465.00

HARNESS; Full Body: Stretchable Elastic Webbing (Nylon & Polyester based with elastic range of 7-11%) in Shoulder and Body Straps; Conventional Nylon Webbing in Leg Straps; Tongue & Buckles Adjustments; Pull-Up Design Shoulder Adjustments; Sub-Pelvic Strap; Belt Loops to accommodate Tool Belts, Back Pads & Accessories; Lanyard Clip; "Universal Size" (fits up to 310 lbs. capacity); two (2) Side/Hip "D" Rings (other combinations of D-Rings must be available if needed); Must meet or exceed all applicable OSHA, ANSI & CSA requirements, including ANSI Z359.1. note: Harness manufacture date must be the year in which harness is furnished to MDOT (due to five (5) year shelf life from manufacture date).

110	126	HARNESS; Full Body	520-18	5750-4525	See above.	Ea.	25	MILLER	E650	$80.80	$2,020.00

HARNESS, FALL PREVENTION: Safety, Duraflex, Chest Strap Adjustment/Protective Pads, Adjustable Belt Loops, Self-Rescue Positioning Loops. Must be equipped with a warning flag to indicate if unit has been involved in a fall and should be removed from service; Must meet or exceed all applicable ANSI & CSA Requirements, including ANSI Z3591.1. Note: Harness manufacture date must be the same year as it is furnished to MDOT.

111	139	HARNESS, FALL PREVENTION	345-22-48-8005	5750-4526	Small/Medium	Ea.	100	Miller	E753	$71.50	$7,150.00
112	140	HARNESS, FALL PREVENTION	345-22-48-8021	5750-4527	Large/X-Large	Ea.	200	Miller	E753	$71.50	$14,300.00

LANYARD; 4' Stretchable Manyard Shock Absorbing: with one (1) Plated Locking Snap Hook with a ¾" throat opening; Maximum capacity of 310 lbs.; Must be equipped with a warning flag to indicate if unit has been involved in a fall and should be removed from service; must meet or exceed all applicable ANSI & CSA requirements, including ANSI Z359.1. note: Lanyard manufacture date must be same year that it is furnished to MDOT.

113	141	LANYARD; 4' Manyard Shock Absorbing	345-22-50	N/A	See above.	Ea.	100	MILLER	13-219M/4FT	$61.10	$6,110.00

LANYARD; 6' Manyard Shock Absorbing: Two-Legged; with one (1) Plated Locking Snap Hook with a ¾" throat opening and two (2) Plated Locking Snap Hooks with a 2-1/2" throat opening; Maximum working load of 310 lbs.; Must be equipped with a warning flag to indicate if unit has been involved in a fall and should be removed from service; must meet or exceed all applicable OSHA, ANSI & CSA requirements, including ANSI Z359.1. note: Lanyard manufacture date must be same year that it is furnished to MDOT (due to five (5) year shelf life from manufacture date).

114	127	LANYARD; 6' Manyard Shock Absorbing	520-18	5750-4546	See above.	Ea.	25	MILLER	13-231WRS	$112.60	$2,815.00

LANYARD; 6' Stretchable Manyard Shock Absorbing: with one (1) Plated Locking Snap Hook with ¾" throat opening and one (1) Plated Locking Snap Hook with 2-1/2" throat opening; maximum capacity: 310 lbs.; stretches from 4-6'; must be equipped with a warning flag to indicate if unit has been involved in a fall and should be removed from service; must meet or exceed all applicable ANSI & CSA requirements, including ANSI Z359.1. note: Lanyard manufacture date must be the same year as it is furnished to MDOT (due to five (5) year shelf life from manufacture date).

115	128	LANYARD; 6' Stretchable Manyard Shock Absorbing	520-18	5750-4547	See above.	Ea.	75	MILLER	219M	$61.10	$4,582.50

LANYARD; Retractable Webbing: 10' payout w/Self-Locking Carabiner and one (1) Plated Drop Forged Double Locking Snap Hook with ¾" throat Opening; Stamped Steel Theroplastic Cover with 1-3/4" Polyester Webbing with minimal tensile strength of 5400 lbs.; Unit must have a 3/8" Galvanized Jaw and Eye Swivel attached to the housing to facilitate anchoring; Lanyard thread must be no. 415 six cord bonded, 3 strand polyester thread with a minimal tensile strength of 42 lbs.; Sewing is 4-6 stitches per inch with all threads backstitched a minimum of 2 stitches; working capacity: 310 lbs.; must be equipped with load indicator to indicate if unit has been involved in a fall and should be removed from service; must meet or exceed all applicable OSHA, ANSI and CSI requirements, including ANSI Z359.1. note: Lanyard manufacture date must be same year as year lanyard furnished to MDOT (due to five (5) year shelf life from manufacture date).

116	130	LANYARD; Retractable Webbing	520-18	5750-4550	See above.	Ea.	50	MILLER	8327	$167.00	$8,350.00

EYEWARE; Safety Frame: with Lenses & Side Shield; Spatula Temples and Brow-Guard; color: Tan; Eyesize: 56-60; Bridge Size: Universal; Lens Type: Clear Polycarbonate; Style: Aviator.

117	131	EYEWARE; Safety Frame	345-64-45-8601	5750-2260	See above.	Ea.	2500	MIRAGE	2TE-MRR110ID	$1.25	$3,125.00

RESPIRATOR: Welding/Fume/Ozone.

118	132	RESPIRATOR	345-80-70	5750-5083	See above.	Ea.	50	3M	8514	$3.60	$180.00

CHAPS; Chainsaw: four (4) layered Kevlar sandwiched between two (2) layers of Cordura Nylon; Adjustable Belt; Nylon Webbing with Plastic Snap-Loc Buckle; Adjustable Leg Straps with Plastic Snap-Loc Closures; must meet U.U. Forest Service Spec. #6170-4; Rated to 3300 FPM Chain Speeds.

119	133	CHAPS; Chainsaw	345-08-27	5750-4905	size: 32" Long	Pr.	50	PGI	25020-32	$65.00	$3,250.00
120	134	CHAPS; Chainsaw	345-08-27	5750-4907	size: 36" Long	Pr.	100	PGI	25020-36	$70.00	$7,000.00
121	135	CHAPS; Chainsaw	345-08-27	5750-4909	size: 40" Long	Pr.	150	PGI	25020-40	$76.00	$11,400.00

HELMET, HARD HAT, VENTED: with 4 point ratchet susptension with accessory slots. Must meet ANSI Z89 Type I Class C.

122	136	HELMET, HARD HAT, VENTED	345-56-37	N/A	white	Ea.	1000	MSA	10034018	$8.60	$8,600.00
123	137	HELMET, HARD HAT, VENTED	345-56-37	N/A	yellow	Ea.	4500	MSA	10034020	$8.60	$38,700.00

TOTAL CONTRACT AMOUNT: **$476,752.90**

PERSON RESPONSIBLE FOR ADMINISTERING THIS CONTRACT:

Name: **Lance Carlson**

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