

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

July 1, 2008

CHANGE NOTICE NO. 1
 OF
 CONTRACT NO. 071B5200276
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR C F Stinson, Inc. P.O. Box 81306 Rochester, MI 48308-1306 gstinson@cfstinson.com		TELEPHONE: Glen Stinson (248) 299-3800 1 (800) 841-6279
		VENDOR NUMBER/MAIL CODE (007)
		BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Nancy Taylor-Williams Upholstery & Panel Fabric - MSI		
CONTRACT PERIOD: From: July 1, 2005 To: July 1, 2009		
TERMS 1% 10; Net 30	SHIPMENT 10-14 calendar days ARO	
F.O.B. Delivered	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS One (1) Yard		

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **EXTENDED** one year to July 1, 2009.

Also, effective July 7, 2008, there are price increases and deletion of items per the following price list.

Item Listing – Pricing Pages

Item #	Description	Brand/Item Bid	Unit of Measure	Unit Price
1	Duraweave 10 (Birdseye) Pattern or equal	Alternate- Enduro/EnduroII/EnduroIII	YD	\$ 7.15
2	Duraweave 10 (Plain) Pattern or equal	Alternate- Enduro/EnduroII/EnduroIII	YD	\$ 7.15
3	Electron Pattern or equal	Alternate-Zip	YD	\$ 9.35
4	Cape 10 Pattern or equal	Alternate -Vision	YD	\$ 9.47
5	Foundation 10 Pattern or equal	Alternate-New Hempstead	YD	\$ 7.87
6	Framework Pattern or equal	Alternate-Spin	YD	\$ 8.95
7	Essential Pattern or equal	Alternate-Confetti	YD	\$ 7.15
8	Accord Pattern or equal	Alternate-Shimmer	YD	\$ 17.65
9	Branch Out Pattern or equal	Alternate-Breeze	YD	\$ 16.35
10	City Lights Pattern or equal	Alternate-Crypton Metro	YD	\$ 13.95
11	Leafage Pattern or equal	Alternate-Autumn Dance Too!	YD	\$ 18.35
12	Lyric Pattern or equal	Alternate-Autumn Dance Too!	YD	\$ 18.35
13	Pick Up Sticks Pattern or equal	Alternate-Prism	YD	\$ 11.35
14	Mystique Pattern or equal	Alternate-Repetition	YD	\$ 8.90

Item #	Description	Brand/Item Bid	Unit of Measure	Unit Price
15	Equal Pattern or equal	As Specified-Genesis	YD	\$ 8.90
16	Ovation Pattern or equal	Alternate-Repetition	YD	\$ 8.90
17	Origin Pattern or equal	Alternate-Repetition	YD	\$ 8.90
18	Allure Pattern or equal	Alternate-Crossweave	YD	\$ 9.25
19	Faux Suede, Concierge Pattern or equal	Alternate-Persuasion	YD	\$ 16.75
20	Upholstery Fabric, Sherpa Pattern or equal	Alternate- Enduro/EnduroII/EnduroIII	YD	\$ 7.15
21	Upholstery Fabric, Shire Pattern or equal	Alternate- Enduro/EnduroII/EnduroIII	YD	\$ 7.15
22	Upholstery Fabric, Quasar Pattern or equal	Alternate-Spin	YD	\$ 8.95
23	Upholstery Fabric, Tempe Pattern or equal	Alternate-Basketa	YD	\$ 10.20
24	Upholstery Fabric, Clawson Pattern or equal	Alternate-New Hempstead	YD	\$ 7.87
25	Upholstery Fabric, Dune Pattern or equal	Alternate-Mira	YD	\$ 8.60
26	Upholstery Fabric, Dream Pattern or equal	Alternate-Crystal	YD	\$ 8.45
27	Upholstery Fabric, Windstar Pattern or equal	As Specified-Hampshire	YD	\$ 6.22
28	Faux Leather, Nauga Soft Pattern or equal	As Specified-Nauga Soft	YD	\$ 11.25
29	Vertical Surface Fabric, Advantage Pattern or equal	As Specified-Advantage	YD	\$ 5.75
30	Vertical Surface Fabric, Axis Too! Pattern or equal	As Specified-Axis Too!	YD	\$ 7.48
31	Vertical Surface Fabric, Reflectance Pattern or equal	As Specified-Reflectance	YD	\$ 8.35
32	Vertical Surface Fabric, Mira Pattern or equal	As Specified-Mira	YD	\$ 8.60
33	Vertical Surface Fabric, Counterpoint Pattern or equal	As Specified-Counterpoint	YD	\$ 7.99
34	Vertical Surface Fabric, Del Mar Pattern or equal	As Specified-Del Mar	YD	\$ 9.05
35	Vertical Surface Fabric, Terrain Pattern or equal	As Specified-Terrain	YD	\$ 9.35
36	Vertical Surface Fabric, Roundabout Pattern or equal	As Specified-Roundabout	YD	\$ 9.35
37	Vertical Surface Fabric, Luther Pattern or equal	As Specified-Luther	YD	\$ 9.25
38	Vertical Surface Fabric, Traffic Pattern or equal	As Specified-Traffic	YD	\$ 9.15
39	Upholstery Fabric, Happy Hour Pattern or equal	As Specified-Happy Hour	YD	\$ 12.75
40	Upholstery Fabric, Pinwheel Pattern or equal	As Specified-Pinwheel	YD	\$ 14.35
41	Upholstery Fabric, Chauncey Pattern or equal	As Specified-Chauncey	YD	\$ 10.85
42	Upholstery Fabric, Basketa Pattern or equal	As Specified-Basketa	YD	\$ 10.20
43	Upholstery Fabric, Glacier Pattern or equal	As Specified-Glacier	YD	\$ 8.50
44	Upholstery Fabric, Enduro/Enduro II Pattern or equal	As Specified-Enduro/Enduro II	YD	\$ 7.15
45	Upholstery Fabric, Quad Pattern or equal	As Specified-Quad	YD	\$ 9.35
46	Upholstery Fabric, Circa Pattern or equal	As Specified-Circa	YD	\$ 9.35
47	Upholstery Fabric, Transcend Pattern or equal	As Specified-Transcend	YD	\$ 7.80
48	Upholstery Fabric, Zip Pattern or equal	As Specified-Zip	YD	\$ 9.35
49	Vinyl, Chamea Pattern or equal	As Specified-Chamea	YD	\$ 10.65
50	Crypton Jacquard Fabric, Autumn Dance Too! or equal	As Specified-Autumn Dance Too!	YD	\$ 18.35
51	Crypton Jacquard Fabric, Status Pattern or equal	As Specified-Status	YD	\$ 19.10
52	Crypton Jacquard Fabric, Estate Too! Pattern or equal	As Specified-Estate Too!	YD	\$ 21.00
53	Crypton Jacquard Fabric, Heirloom Pattern or equal	As Specified-Heirloom	YD	\$ 21.00
54	Crypton Jacquard Fabric, Persuasion Pattern or equal	As Specified-Persuasion	YD	\$ 16.75

Also, please note that the buyer has changed to Joan Bosheff.

All other terms and conditions remain the same.

AUTHORITY/REASON

Per DMB/Purchasing Operations

ESTIMATED CONTRACT VALUE REMAINS: \$652,236.00

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

July 18, 2005

NOTICE
 OF
 CONTRACT NO. 071B5200276
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE: Glen Stinson (248) 299-3800 1 (800) 841-6279
C F Stinson, Inc. P.O. Box 81306 Rochester, MI 48308-1306 gstinson@cfstinson.com		VENDOR NUMBER/MAIL CODE (007)
		BUYER/CA (517) 241-4225 Jennifer Hundt
Contract Compliance Inspector: Nancy Taylor-Williams Upholstery & Panel Fabric - MSI		
CONTRACT PERIOD: From: July 1, 2005 To: July 1, 2008		
TERMS 1% 10; Net 30	SHIPMENT 10-14 calendar days ARO	
F.O.B. Delivered	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS One (1) Yard		

The terms and conditions of this Contract are those of **ITB #071I5200122** Contract Agreement and the vendor's quote. 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: **\$652,236.00**

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

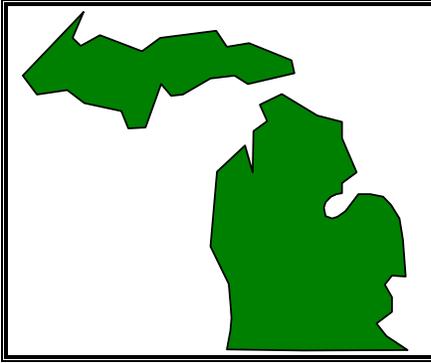
CONTRACT NO. 071B5200276
 between
THE STATE OF MICHIGAN
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Contract Compliance Inspector: Nancy Taylor-Williams <p style="text-align: center;">Upholstery & Panel Fabric - MSI</p>	
CONTRACT PERIOD: From: July 1, 2005 To: July 1, 2008	
TERMS <p style="text-align: center;">1% 10; Net 30</p>	SHIPMENT <p style="text-align: center;">10-14 calendar days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">One (1) Yard</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071I5200122 Contract Agreement and the vendor's quote. 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: \$652,236.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No.071I5200122](#). Orders for delivery of equipment will be issued directly by the [Department of Michigan State Industries](#) through the issuance of a Purchase Order Form.

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

<p>FOR THE VENDOR:</p> <p style="text-align: center;">C F Stinson, Inc.</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">William C. Walsh, Buyer Manager</p> <hr/> <p style="text-align: center;">Name</p> <p style="text-align: center;">Commodities Division, Acquisition Services</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services

071B5200276
Upholstery, Vertical Surface (Panel), and other Fabrics

Buyer Name: [Jennifer Hundt](#)
Telephone Number: [517-241-4225](#)
E-Mail Address: Hundtj1@michigan.gov



Upholstery, Vertical Surface (Panel), and other Fabrics

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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 [Upholstery, Vertical Surface \(Panel\), and other Fabrics](#).

1.003 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing both 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

Definite Specifications – All commodities to be furnished hereunder shall conform to the specifications as noted in the copies of specifications attached.

Refer to attachment A for alternate products that were accepted by MSI for this contract.

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 Acquisition Services, 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 shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this Contract shall be ordered by issuance of a Purchase Order Contract Release Form by the individuals or activities designated in the Schedule.

All Purchase Order Contract Release Form are subject to the terms and conditions of this Contract. In the event of conflict between a Purchase Order Contract Release Form and this Contract, this Contract shall control.

If mailed, Purchase Order Contract Release Form is considered "issued" when the state deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

CONTRACTOR INFORMATION:

Company Name: C.F. Stinson, Inc.
Contact: Glenn Stinson
Address: 2849 Product Drive, Rochester Hills, MI 48309
Phone: 248-299-3800 or 1-800-841-6279
Fax: 248-299-3884
Email: Gstinson@cfstinson.com



1.205 SECURITY

This Contract may require frequent deliveries to State of Michigan facilities. If security background checks are performed on staff, Contractors shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, the Contractor shall provide the results of all security background checks.

The State will decide whether to issue State ID badges to the Contractor's delivery personnel or accept the ID badge issued to delivery personnel by the Contractor.

The State may decide to also perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number may be required).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

1.3 Delivery Capabilities

1.301 TIME FRAMES

All orders shall be delivered within 10-14 calendar days after receipt of order.

1.302 MINIMUM ORDER

The minimum order is one (1) yard.

1.303 PACKAGING

Shipments shall be palletized whenever possible and shall conform to the following:

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

1.304 DELIVERY TERM

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders of one (1) yard or more to the State.

Freight Charges - Should an agency order below the minimum order requirement of a Contract, the Contractor for shipping products must use one of the following carriers. Orders being shipped from or to in the State of Michigan or the States of Illinois, Indiana, Ohio, and Wisconsin, use Alvan Motor Freight (Tel: (800) 632-4172, attention Earl Batenburg); orders being shipped from or to ALL other states, use Roadway Express, Inc. (Tel: (800) 253-3193, attention David Lewis).

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages. Also, if the shipment weighs less than 150 lbs, but costs \$3000 or more, it must be sent by the appropriate carrier listed above.

If the Contractor fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from the Contractor's invoice for the amount that was charged and the amount that would have been charged if the requested carrier had been used.



1.4 Project Price

1.401 PROPOSAL PRICING

Refer to the attached pricing pages.

1.402 QUICK PAYMENT TERMS

1% discount off invoice if paid within 10 days.

1% 10; net 30

1.403 PRICE TERM

Prices are firm for the entire length of this Contract.

1.5 Quantity term

Vendor agrees to supply all that the state requires



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for [Upholstery, Vertical Surface \(Panel\), and other Fabrics](#) for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during this 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.

Indicated on the Invitation To Bid cover page is the "ship to" address for the participating agency. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Michigan Department of Corrections, Michigan State Industries, hereinafter known as [MSI](#). Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Contract. Acquisition Services 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 this Contract from any individual or office other than Acquisition Services and the listed contract administrator

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

Department of Management and Budget
Acquisition Services
[Attn: Jennifer Hundt](#)
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
[\(517\) 241-4225](#)
Hundtj1@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 [July 1, 2005](#) through [July 1, 2008](#).

Option. The State reserves the right to exercise two 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 Acquisition Services to exercise an option year.



Extension. At the sole option of the State, this 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 Acquisition Services to exercise an option year.

2.005 GOVERNING LAW

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

2.011 SURVIVORSHIP

Any provisions of this 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 this Contract for any reason.

2.012 NO WAIVER OF DEFAULT

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

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 this 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 this Contract period and any extension thereof, and for three years from expiration date and final payment on this 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 Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services 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 Acquisition Services 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 RESERVED

2.107 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 this Contract.

2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor/Vendor is on notice that time is of the essence in the performance of this Contract. Late performance will be considered a material breach of this Contract, giving the State a right to invoke all remedies available to it under this Contract.

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 Acquisition Services, Department of Management & Budget. This activity will occur only upon the specific written direction from Acquisition Services.

2.203 RESERVED

2.204 RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

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

**2.206 RESERVED****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 this Contract. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this 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 this Contract. If any part of the work is to be subcontracted, this Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of this Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

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

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

Contractor must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address the Contractor 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 INDEMNIFICATIONGeneral 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 this 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 this 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 this 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 governmental 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 governmental 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.

2.307 CONTRACT DISTRIBUTION

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

2.308 FORM, FUNCTION, AND UTILITY

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

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 Contractor 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 RESERVED

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to **ninety (90) days** after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Contract for Contract performance.

2.312 RESERVED

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 Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee this Contract performance on a day-to-day basis during the term of this Contract. However, overseeing this 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 Acquisition Services.** The Contract Compliance Inspector for this project is to be announced once this Contract is established.



Contract Compliance Inspector:

Nancy Taylor-Williams
Michigan State Industries
5656 South Cedar
Lansing, MI 48911-3809
(517) 373-3897

2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with the *MSI* may review with the Contractor their performance under this 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 this Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, this 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 this Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with this Contract's 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 this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Acquisition Services 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 this 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

This Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of this Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. This Contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with this Contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.



12. This Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

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 this 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 this 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 this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) this 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 this 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 this 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 this 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 this 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 this 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 this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of this Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this 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

A. Rights and Obligations Upon Termination

- (1) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in equipment and software that is intended to be transferred to the State at the termination of this Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of this Contract and which are resulting from this Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or



partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

- (3.) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Contractor the amount of any damages for which Contractor is liable to the State under this Contract or pursuant to law or equity.
- (4.) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

B. Termination Assistance

If this Contract (or any Statement of Work issued under it) is terminated for any reason before completion, Contractor agrees to provide for up to two-hundred seventy (270) calendar days 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. The State shall compensate Contractor for such termination assistance at the same rates and charges set forth in this Contract on a time and materials basis in accordance with the Labor Rates indicated within Contractors pricing section. If this Contract is terminated by Contractor under **Section 20**, then Contractor may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under this Contract.

C. Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

D. End of Contract Transition

In the event this Contract is terminated, for convenience or cause, or upon expiration, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 270 calendar days. These efforts shall include, but are not limited to, the following:

- (1) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors.
- (2) Knowledgeable Personnel. Contractor will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. The Contractor personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.



- (3) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under this Contract. The Contractor will also provide any licenses required to perform the Services under this Contract.
- (4) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of this Contract, transfer back to the State at their current revision level.
- (5) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.
- (6) Single Point of Contact. Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of this Contract until all product and service obligations have expired.

E. Transition out of this Contract

- (1) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Contractor agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
 - (i) Cooperating with any contractors, vendors, or other entities with whom the State contracts to meet its telecommunication needs, for at least two hundred and seventy (270) days after the termination of this Contract;
 - (ii) Reserved.
 - (iii) Providing the State with all asset management data generated from the inception of this Contract through the date on which this Contract is terminated, in a comma-delimited format unless otherwise required by the Program Office;
 - (iv) Reconciling all accounts between the State and the Contractor;
 - (v) Allowing the State to request the winding up of any pending or ongoing projects at the price to which the State and the Contractor agreed at the inception of the project;
 - (vi) Freezing all non-critical software changes;
 - (vii) Notifying all of the Contractor's subcontractors of procedures to be followed during the transition out phase;
 - (viii) Assisting with the communications network turnover, if applicable;
 - (ix) Assisting in the execution of a parallel operation until the effective date of termination of this Contract
 - (x) Answering questions regarding post-migration services;
 - (xi) Delivering to the State any remaining owed reports and documentation still in the Contractor's possession.
- (2) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
 - (i) Reconciling all accounts between the State and the Contractor;
 - (ii) Completing any pending post-project reviews.

2.703 RESERVED

2.704 RESERVED



2.705 SUSPENSION OF WORK

This Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the State.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and this Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under this Contract.

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

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

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 this 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

Acquisition Services reserves the right to modify this contract at any time during this 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, THIS 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 this Contract vendor. The item(s) may be included on this Contract, only if prior written approval has been granted by Acquisition Services.

**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 Acquisition Services. 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 this 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 Government-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.

2.8065 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 this Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS 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 Acquisition Services, Department of Management and Budget. The notice must include this Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, 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 Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before this 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 this 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.



071B5200276
Attachment A – Specifications

State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 071B5200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 1
 Description: Duraweave 10 (Birdseye) Pattern or Equal
 CFS Alternate: Enduro and Enduro II

Original Specification

Content: 100% Infinity Olefin
Weight: 18 oz per linear yard
Picks per Inch: 14
Ends per Inch: 14
Surface Abrasion: (Not reported)

Tensile Strength: Warp: 250 lbs
 Fill: 300 lbs

Tear Strength: Warp: Exceeds 40 lbs.
 Fill: Exceeds 40 lbs.

Resistance to Yarn Slippage: Warp: Exceeds 50 Lbs.
 Fill: Exceeds 50 Lbs.

Colorfastness: Water: Passes Class 4
 Solvent: Passes Class 4

Crocking: Dry: Passes Class 4
 Wet: Passes Class 4

Colorfastness to Light: Exceeds 200 Hours

Flammability: California Tech Bulletin 117
 UFAC Class 1
 BIFMA Class I
 NFPA 260 Class I

Note: 10 year warranty
 No Stain Protection noted in spec.

Alternate Specification

Content: 100% Polyolefin
Weight: 19 oz +/- 0.5 oz per lin yard
Picks per Inch: 15
Ends per Inch: 14
Surface Abrasion: 250,000 Double Rubs

Tensile Strength: Warp: 311 lbs.
 Fill: 348 lbs.

Tear Strength: No Test Data
 No Test Data

Resistance to Yarn Slippage: Warp: Exceeds 84 lbs.
 Fill: Exceeds 100 lbs.

Colorfastness: Water: No Test Data
 Solvent: No Test Data

Crocking: Dry: Passes Class 5
 Wet: Passes Class 5

Colorfastness to Light: Class 5
 Alternate is equal and passes highest class rating

Flammability: California Tech Bulletin 117
 UFAC Class 1
 No test data
 No test data

Note: 10 year Warranty
 Includes Teflon Stain Protection
 Alternate is equal
 Alternate is superior

CFS can have product tested independantly for any test data that is not immediately available at the State's Request.

Variance / Conclusion:

Alternate is equal
 Alternate is heavier product
 Alternate has more picks
 Alternate is equal
 Alternate is very durable / data not reported for original specified item.

Alternate is superior
 Alternate is superior

No conclusion
 No conclusion

Alternate is superior
 Alternate is superior

No conclusion
 No conclusion

Alternate is superior
 Alternate is superior

Alternate is equal and passes highest class rating

Alternate is equal
 Alternate is equal
 No conclusion
 No conclusion

Alternate is equal
 Alternate is superior



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 2
 Description: Duraweave 10 (Plain) pattern or equal
 CFS Alternate: Enduro and Enduro II

<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content: 100% Infinity Olefin	100% Polyolefin	Alternate is equal
Weight: 18 oz per linear yard	19 oz +/- 0.5 oz per lin yard	Alternate is heavier product
Picks per Inch: 14	15	Alternate has more picks
Ends per inch: 14	14	Alternate is equal
Surface Abrasion: (Not reported)	250,000 Double Rubs	Alternate is very durable / data not reported for original specified item.
Tensile Strength: Warp: 250 lbs Fill: 300 lbs.	Warp: 311 lbs. Fill: 348 lbs.	Alternate is superior Alternate is superior
Tear Strength: Warp: Exceeds 40 lbs. Fill: Exceeds 40 lbs.	No Test Data No Test Data	No conclusion No conclusion
Resistance to Yarn Slippage: Warp: Exceeds 50 Lbs. Fill: Exceeds 50 Lbs.	Warp: Exceeds 94 lbs. Fill: Exceeds 100 lbs.	Alternate is superior Alternate is superior
Colorfastness: Water: Passes Class 4 Solvent: Passes Class 4	Water: No Test Data Solvent: No Test Data	No conclusion No conclusion
Crocking: Dry: Passes Class 4 Wet: Passes Class 4	Dry: Passes Class 5 Wet: Passes Class 5	Alternate is superior Alternate is superior
Colorfastness to Light: Exceeds 200 Hours	Class 5	Alternate is equal and passes highest class rating.
Flammability: California Tech Bulletin 117 UFAC Class I BIFMA Class I NFPA 260 Class I	California Tech Bulletin 117 UFAC Class 1 No test data No test data	Alternate is equal Alternate is equal No conclusion No conclusion
Note: 10 year warranty No Stain Protection noted in spec.	Note: 10 year Warranty Includes Teflon Stain Protection	Alternate is equal Alternate is superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 3
 Description: Electron Pattern or Equal
 CFS Alternate: Zip

	<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content:	100% Recycled Polyester	100% Recycled Polyester	Alternate is Equal
Weight:	9 oz. Per Linear Yard	8.9 +/- .3 oz per lin yard	Alternate is Equal
Picks per inch:	39.11	52 +/- 2	Alternate has more picks
Ends per inch:	130.5	128 +/- 2	Alternate is Equal
Surface Abrasion:	Exceeds 90,000 Double Rubs	Exceeds 100,000 Double Rubs	Alternate is Superior
Tensile Strength:	Warp: 228 Lbs. Fill: 128 Lbs.	Warp: Exceeds 169 Lbs. Fill: Exceeds 126 Lbs.	Original is different Alternate is virtually equal
Tear Strength:	Warp: Exceeds 22 Lbs. Fill: Exceeds 20 Lbs.	Warp: No Test Data Fill: No Test Data	No Conclusion No Conclusion
Resistance to Yarn Slippage:	Warp: Exceeds 37 Lbs. Fill: Exceeds 68 Lbs.	Warp: Exceeds 89 Lbs. Fill: Exceeds 89 Lbs.	Alternate is Superior Alternate is Superior
Colorfastness:	Water: Passes Class 5 Solvent: Passes Class 4-5	Water: No test Data Solvent: No test Data	No Conclusion No Conclusion
Crocking:	Dry: Passes Class 4-5 Wet: Passes Class 4-5	Dry: Class 3.5 Wet: Class 4	Original is different Alternate is Equal
Colorfastness to Light:	Exceeds 60 Hours	Exceeds 60 Hours	Alternate is Equal
Flammability:	California Tech Bulletin 117 UFAC Class I NFPA 260 Class I	California Tech Bulletin 117 UFAC Class 1 Not tested	Alternate is Equal Alternate is Equal No Conclusion
Note:	8 available colors No Stain protection listed in specification	13 available colors Includes Soil and Stain protection CFS can have product tested independently for any test data that is not immediately available at the State's Request.	Alternate is Superior Alternate is Superior



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 3
 Description: Electron Pattern or Equal
 CFS Alternate: Zip

	<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content:	100% Recycled Polyester	100% Recycled Polyester	Alternate is Equal
Weight:	9 oz. Per Linear Yard	8.9 +/- .3 oz per lin yard	Alternate is Equal
Picks per inch:	39.11	52 +/- 2	Alternate has more picks
Ends per inch:	130.5	128 +/- 2	Alternate is Equal
Surface Abrasion:	Exceeds 90,000 Double Rubs	Exceeds 100,000 Double Rubs	Alternate is Superior
Tensile Strength:	Warp: 228 Lbs. Fill: 128 Lbs.	Warp: Exceeds 169 Lbs. Fill: Exceeds 126 Lbs.	Original is different Alternate is virtually equal
Tear Strength:	Warp: Exceeds 22 Lbs. Fill: Exceeds 20 Lbs.	Warp: No Test Data Fill: No Test Data	No Conclusion No Conclusion
Resistance to Yarn Slippage:	Warp: Exceeds 37 Lbs. Fill: Exceeds 68 Lbs.	Warp: Exceeds 89 Lbs. Fill: Exceeds 89 Lbs.	Alternate is Superior Alternate is Superior
Colorfastness:	Water: Passes Class 5 Solvent: Passes Class 4-5	Water: No test Data Solvent: No test Data	No Conclusion No Conclusion
Crocking:	Dry: Passes Class 4-5 Wet: Passes Class 4-5	Dry: Class 3 5 Wet: Class 4	Original is different Alternate is Equal
Colorfastness to Light:	Exceeds 60 Hours	Exceeds 60 Hours	Alternate is Equal
Flammability:	California Tech Bulletin 117 UFAC Class I NFPA 260 Class I	California Tech Bulletin 117 UFAC Class 1 Not tested	Alternate is Equal Alternate is Equal No Conclusion
Note:	8 available colors No Stain protection listed in specification	13 available colors Includes Soil and Stain protection CFS can have product tested independently for any test data that is not immediately available at the State's Request.	Alternate is Superior Alternate is Superior



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 071B5200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 4
 Description: Cape 10 or Equal
 CFS Alternate: Vision

Original Specification

Content: 54% Nylon / 46% Recycled Polyester
Weight: 8 oz. Per Lin Yard
Picks per inch: 34.3
Ends per inch: 86.5
Surface Abrasion: Exceeds 174,000 Double Rubs

Tensile Strength: Warp: 130 Lbs
 Fill: 150 Lbs.
Tear Strength: Warp: Exceeds 12 Lbs
 Fill: Exceeds 14 Lbs.

Resistance to Yarn Slippage: Warp: Exceeds 50 Lbs.
 Fill: Exceeds 50 Lbs.

Colorfastness: Water: Passes Class 4.5
 Solvent: Passes Class 4.5
Crocking: Dry: Passes Class 4
 Wet: Passes Class 4

Colorfastness to Light: Exceeds 60 Hours

Flammability: California Tech Bulletin 117
 UFAC Class I
 BIFMA Class I
 NFPA 260 Class I

Note: Available in 15 colors

Alternate Specification

Content: 100% Recycled Polyester
Weight: 9.9 +/- 1 oz. per lin. Yard
Picks per inch: 52
Ends per inch: 72
Surface Abrasion: Exceeds 100,000 Double Rubs

Tensile Strength: Warp: 210 Lbs
 Fill: 176 Lbs

Tear Strength: Warp: No Test Data
 Fill: No Test Data

Resistance to Yarn Slippage: Warp: Exceeds 60.5 Lbs
 Fill: Exceeds 56.8 Lbs

Colorfastness: Water: No Test Data
 Solvent: No Test Data

Crocking: Dry: Passes Class 5
 Wet: Passes Class 5

Colorfastness to Light: 40 Hours, Class 5

Flammability: California Tech Bulletin 117
 UFAC Class 1
 No Test Data
 No Test Data

Note: Available in 22 colors

Variance / Conclusion:

Alternate has more Recycled Content
 Alternate is Heavier
 Alternate is Superior
 Original is different
 Original is different
 Both exceed industry standards

Alternate is Superior
 Alternate is Superior

No Conclusion
 No Conclusion

Alternate is Superior
 Alternate is Superior

No Conclusion
 No Conclusion

Alternate is Superior
 Alternate is Superior

Original is different / No class rating listed
 Alternate passes highest class test standard

Alternate is Equal
 Alternate is Equal
 No Conclusion
 No Conclusion

Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 071S200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 5
 Description: Foundation 10 or Equal
 CFS Alternate: New Hempstead

<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content: 100% Recycled Polyester	Content: 100% Polyester	Both products are Polyester
Weight: 13.9 oz per linear yard	Weight: 13.8 +/- 1 oz per in yard	Alternate is Equal
Picks per Inch: 46	Picks per inch: 47	Alternate has more picks
Ends per inch: 47	Ends per inch: 45	Original has more ends
Surface Abrasion: Exceeds 1,000,000 Double Rubs	Surface Abrasion: Exceeds 1,000,000 Double Rubs	Alternate is Equal
Tensile Strength: Warp: 337 Lbs Fill: 324 Lbs	Tensile Strength: Warp: 368 lbs. Fill: 339 lbs.	Alternate is Superior Alternate is Superior
Tear Strength: Warp: 43 Lbs Fill: 44 Lbs	Tear Strength: Warp: No Test Data Fill: No Test Data	No Conclusion No Conclusion
Resistance to Yarn Slippage: Warp: 72 Lbs. Fill: 70 Lbs	Resistance to Yarn Slippage: Warp: 78.7 Lbs. Fill: 74.9 Lbs.	Alternate is Superior Alternate is Superior
Colorfastness: Water: Passes Class 5 Solvent: Passes Class 5	Colorfastness: Water: No Test Data Solvent: No Test Data	No Conclusion No Conclusion
Crocking: Dry: Passes Class 5 Wet: Passes Class 5	Crocking: Dry: Passes Class 4.5 Wet: Passes Class 4.5	Original is slightly different Original is slightly different
Colorfastness to Light: Exceeds 40 Hours	Colorfastness to Light: Exceeds 40 Hours	Alternate is Equal
Flammability: California Tech Bulletin 117 UFAC Class I BIFMA Class I NFPA 260 Class I ASTM E-84	Flammability: California Tech Bulletin 117 UFAC Class 1 BIFMA Class 1 NFPA 260 Class 1 No Test Data	Alternate is Equal Alternate is Equal Alternate is Equal Alternate is Equal E84 is a vertical test, does not apply to upholstery fabric
Note: No stain protective finish listed in specification	Note: Includes soil and stain protective finish CFS can have product tested independently for any test data that is not immediately available at the State's Request	Alternate is Superior



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 6
 Description: Framework or Equal
 CFS Alternate: Spin

Original Specification

Content: 100% Recycled Polyester
 Weight: 10.9 oz per linear yard
 Picks per inch: 66
 Ends per inch: 75
 Surface Abrasion: Exceeds 60,000 Double Rubs

Tensile Strength: Warp: 272 Lbs
 Fill: 233 Lbs
 Tear Strength: Warp: 27 Lbs
 Fill: 29 Lbs

Resistance to Yarn Slippage: Warp: 76 Lbs
 Fill: 46 Lbs
 Colorfastness: Water: Passes Class 5
 Solvent: Passes Class 5

Crocking: Dry: Passes Class 5
 Wet: Passes Class 5
 Colorfastness to Light: Exceeds 40 Hours

Flammability: California Tech Bulletin 117
 UFAC Class 1
 NFPA 260 Class 1

Note: No Stain protection

Alternate Specification

Content: 100% Recycled Polyester
 Weight: 10.95 oz per linear yard
 Picks per inch: 50 +/- 2
 Ends per inch: 46 +/- 2
 Surface Abrasion: Exceeds 60,000 Double Rubs

Tensile Strength: Warp: 297 Lbs.
 Fill: 155 Lbs.
 Tear Strength: Warp: No Test Data
 Fill: No Test Data

Resistance to Yarn Slippage: Warp: Exceeds 90 Lbs.
 Fill: Exceeds 95 Lbs
 Colorfastness: Water: No Test Data
 Solvent: No Test Data

Crocking: Dry: Passes Class 3.5
 Wet: Passes Class 4
 Colorfastness to Light: Class 4, 60 Hours

Flammability: California Tech Bulletin 117
 UFAC Class 1
 No Test Data

Note: Protected by Milliguard Stain Protection

Variance / Conclusion:

Alternate is Equal
 Alternate is heavier
 Original has more Picks
 Original has more Ends
 Alternate is Equal
 Alternate is Superior
 Original is different
 No Conclusion
 No Conclusion
 Alternate is Superior
 Alternate is Superior
 No Conclusion
 No Conclusion
 Original is different
 Original is different
 Original does not list Class
 Alternate is Superior
 Alternate is Equal
 Alternate is Equal
 No Conclusion

Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 7
 Description: Essential or Equal
 CFS Alternate: Conifetti

<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content: 100 % Olefin	100% Olefin	Alternate is Equal
Weight: 10 oz. Per Linear Yard	10.6 oz per linear yard	Alternate is heavier
Picks per Inch: 32	36	Alternate has more picks
Ends per inch: 46	23.6	Original is different
Surface Abrasion: 57,000 Double Rubs	Exceeds 50,000 Double Rubs	Original is different Both exceed industry standards for heavy duty.
Tensile Strength: Warp: 187 Lbs Fill: 290.7 Lbs	Warp: 120 Lbs. Fill: 180 Lbs.	Original is different Original is different
Tear Strength: Warp: 15.8 Lbs Fill: 24.3 Lbs.	Warp: 9 Lbs. Fill: 11 Lbs.	Original is different Original is different
Resistance to Yarn Slippage: Warp: 78 Lbs. Fill: 50 Lbs.	Warp: 45 Lbs. Fill: 45 Lbs.	Original is different Original is different
Colorfastness: Water: Passes Class 5 Solvent: Passes Class 5	Water: Passes Class 4.5 Solvent: Passes Class 4.5	Original is different Original is different
Crocking: Dry: Passes Class 5 Wet: Passes Class 4.5	Dry: Passes Class 4.5 Wet: Passes Class 4.5	Original is different Alternate is equal
Colorfastness to Light: Exceeds 40 Hours	Class 5, 60 Hours	Alternate is Superior
Flammability: California Tech Bulletin 117 UFAC Class 1 NFPA 260	California Tech Bulletin 117 UFAC Class 1 NFPA 260	Alternate is equal Alternate is equal Alternate is equal
Note: No Stain protection	Note: Includes soil and stain Protection	Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 8
 Description: Dialogue 10 or Equal
 CFS Alternate: Integral

Original Specification

Content: 53% Nylon, 43% Recycled Polyester
 Weight: 9.1 oz per linear yard
 Picks per Inch: 34.29
 Ends per inch: 86.5
 Surface Abrasion: Exceeds 140,000 Double Rubs

Tensile Strength: Warp: 126 Lbs
 Fill: 161 Lbs
 Tear Strength: Warp: 8 Lbs.
 Fill: 12 Lbs.

Resistance to Yarn Slippage: Warp: 54 Lbs.
 Fill: 52 Lbs.

Colorfastness: Water: Passes Class 5
 Solvent: Passes Class 5

Crocking: Dry: Passes Class 4.5
 Wet: Passes Class 4.5

Colorfastness to Light: Exceeds 40 Hours

Flammability: California Tech Bulletin 117
 UFAC Class 1
 NFPA 260
 No Test Data

Note: No Stain Protection noted on Spec

Alternate Specification

Content: 60% Nylon, 40% Recycled Polyester
 Weight: 9.8 oz per linear yard
 Picks per inch: 50
 Ends per inch: 88
 Surface Abrasion: Exceeds 85,000 Double Rubs

Tensile Strength: Warp: 180 Lbs.
 Fill: 240 Lbs.

Tear Strength: Warp: 8 Lbs.
 Fill: 15 Lbs.

Resistance to Yarn Slippage: Warp: 45 Lbs.
 Fill: 45 Lbs.

Colorfastness: Water: Passes Class 5
 Solvent: Passes Class 4

Crocking: Dry: Passes Class 4
 Wet: Passes Class 4

Colorfastness to Light: Class 4.5, 60 Hours

Flammability: California Tech Bulletin 117
 UFAC Class 1
 NFPA 260
 BIFMA Class 1

Note: Protected by Teflon Stain Protector

Variance / Conclusion:

Alternate has more nylon content
 Alternate is Heavier
 Alternate has more picks
 Alternate has more ends
 Original is different however both products far exceed industry standard for Heavy Duty application
 Alternate is Superior
 Alternate is Superior
 Alternate is Equal
 Alternate is Superior
 Original is different
 Original is different
 Alternate is Equal
 Original is different
 Original is slightly different
 Original is slightly different
 No Class listing for original
 Alternate is Superior
 Alternate is Equal
 Alternate is Equal
 Alternate is Equal
 Alternate is Superior
 Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 9
 Description: Dallas FR or Equal
 CFS Alternate: Oxen

Original Specification

Face: 100% Polyvinyl with Top Coating
Backing: 100% Polyester Double Knit
Weight: 38 oz per linear yard
Surface Abrasion: 252,000 Double Rubs
Cold Crack: negative 20 degrees F
Light Fastness: 1,000 Hours
Flammability: California Technical Bulletin 117, Section E
 UFAC Class 1
 BIFMA Class 1
 NFPA 260 Class 1
 NFPA Life Safety Code
 MVSS 302
 NY NJ Pirt Code
 Boston BFD IX-1
 Engineered to
 Pass Cal TB
 133

Alternate Specification

Content: 100% Polyvinyl with Top Coating
Backing: 100% Polyester Jersey Knit
Weight: 25.3 oz +/- 1 oz per linear yard
Surface Abrasion: 250,000 Double Rubs
Cold Crack: Negative 20 degrees F
Light Fastness: No Test Data
Flammability: California Technical Bulletin 117, Section E
 No Test Data
 BIFMA Class 1
 No Test Data
 No Test Data
 MVSS 302
 No Test Data
 No Test Data
 No Conclusion
 Incorrect statement in original spec.
 Cal 133 is a composite test
 of completed furniture
 units. No fabric or vinyl
 can be "engineered" to pass
 this test

Variance / Conclusion:

Alternate is Equal
 Alternate is Equal
 Original is heavier
 Alternate is Equal
 Alternate is Equal
 No Conclusion
 Alternate is Equal
 No Conclusion
 No Conclusion
 No Conclusion
 Alternate is Equal
 No Conclusion
 No Conclusion
 Incorrect statement in original spec.
 Cal 133 is a composite test
 of completed furniture
 units. No fabric or vinyl
 can be "engineered" to pass
 this test

Note:

CFS can have product tested independently for any test data that is not immediately available at the State's Request.

Note:



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 10
 Description: Spirit 10 or equal
 CFS Alternate: Zenith

Original Specification

Content: 100% Solution Dyed Nylon
Weight: 12.3 oz per linear yard
Picks per Inch: 80
Ends per Inch: 130
Surface Abrasion: 1,045,000 Double Rubs

Tensile Strength: Warp: 300 Lbs. Fill: 290 Lbs.
Tear Strength: Warp: 15 Lbs. Fill: 13 Lbs.
Resistance to Yarn Slippage: Warp: 70 Lbs. Fill: 70 Lbs.

Colorfastness: Water: Passes Class 5 Solvent: Passes Class 5
Crocking: Dry: Passes Class 5 Wet: Passes Class 5

Colorfastness to Light: 200 Hours
Flammability: California Tech Bulletin 117 UFAC Class 1 BIFMA Class 1 NFPA 260 Class 1
Note: No stain protection noted in specification

Alternate Specification

Content: 100% Solution dyed Nylon
Weight: 15.4 oz per linear yard
Picks per inch: 29
Ends per inch: 36
Surface Abrasion: Exceeds 1,000,000 Double Rubs

Tensile Strength: Warp: 451 Lbs. Fill: 325 Lbs.
Tear Strength: Warp: 45 Lbs. Fill: 31 Lbs.
Resistance to Yarn Slippage: Warp: 58 Lbs. Fill: 86 Lbs.

Colorfastness: Water: Passes Class 5 Solvent: Passes Class 5
Crocking: Dry: Passes Class 4.5 Wet: Passes Class 4.5

Colorfastness to Light: Passes 60 Hours
Flammability: California Tech Bulletin 117 UFAC Class 1 BIFMA Class 1 NFPA 260 Class 1
Note: Includes Teflon Stain Protection
 Alternate is Superior

Variance / Conclusion:

Alternate is Equal
 Alternate is heavier
 Original has more picks
 Original has more ends
 Alternate is Equal / Both Products far exceed industry standards
 1 Million or more is marketing overkill
 Alternate is Superior
 Alternate is Superior
 Alternate is Superior
 Alternate is Superior
 Original is different
 Alternate is Superior
 Alternate is equal
 Alternate is equal
 Original is slightly different
 Original is slightly different
 Both exceed industry standards
 Alternate is equal
 Alternate is equal
 Alternate is equal
 Alternate is equal
 Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 11
 Description: Symmetry 10 or Equal
 CFS Alternate: Zenith

<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content: 100% Solution Dyed Nylon	Content: 100% Solution dyed Nylon	Alternate is Equal
Weight: 11.15 oz per linear yard	Weight: 15.4 oz per linear yard	Alternate is heavier
Picks per inch: 155	Picks per inch: 29	Original has more picks
Ends per inch: 130	Ends per inch: 36	Original has more ends
Surface Abrasion: 200,000 Double Rubs	Surface Abrasion: Exceeds 1 million Double Rubs	Alternate is Superior
Tensile Strength: Warp: 320 Lbs. Fill: 230 Lbs.	Tensile Strength: Warp: 451 Lbs. Fill: 325 Lbs.	Alternate is Superior Alternate is Superior
Tear Strength: Warp: 20 Lbs. Fill: 24 Lbs.	Tear Strength: Warp: 45 Lbs. Fill: 31 Lbs.	Alternate is Superior Alternate is Superior
Resistance to Yarn Slippage: Warp: 40 Lbs. Fill: 40 Lbs.	Resistance to Yarn Slippage: Warp: 58 Lbs. Fill: 86 Lbs.	Alternate is Superior Alternate is Superior
Colorfastness: Water: Passes Class 5 Solvent: Passes Class 5	Colorfastness: Water: Passes Class 5 Solvent: Passes Class 5	Alternate is equal Alternate is equal
Crocking: Dry: Passes Class 5 Wet: Passes Class 5	Crocking: Dry: Passes Class 4.5 Wet: Passes Class 4.5	Original is slightly different Original is slightly different
Colorfastness to Light: 200 Hours	Colorfastness to Light: Passes 60 Hours	Both exceed industry standards
Flammability: California Tech Bulletin 117 UFAC Class 1 BIFMA Class 1 NFPA 260 Class 1	Flammability: California Tech Bulletin 117 UFAC Class 1 BIFMA Class 1 NFPA 260 Class 1	Alternate is equal Alternate is equal Alternate is equal
Note: No stain protection noted in specification	Note: Includes Teflon Stain Protection	Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079

Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 12

Description: Syncopation 10 or equal

CFS Alternate: Zenith

Original Specification

Content: 100% Solution Dyed Nylon
Weight: 10.6 oz per linear yard
Picks per Inch: 82
Ends per inch: 130
Surface Abrasion: 200,000 Double Rubs

Tensile Strength: Warp: 250 Lbs.
 Fill: 150 Lbs.
Tear Strength: Warp: 15 Lbs.
 Fill: 10 Lbs.

Resistance to Yarn Slippage: Warp: 38 Lbs.
 Fill: 40 Lbs.

Colorfastness: Water: Passes Class 5
 Solvent: Passes Class 5

Crocking: Dry: Passes Class 5
 Wet: Passes Class 5

Colorfastness to Light: 200 Hours

Flammability: California Tech Bulletin 117
 UFAC Class 1
 BIFMA Class 1
 NFPA 260 Class 1

Note: No stain protection noted in specification

Alternate Specification

Content: 100% Solution dyed Nylon
Weight: 15.4 oz per linear yard
Picks per Inch: 29
Ends per inch: 36
Surface Abrasion: Exceeds 1 million Double Rubs

Tensile Strength: Warp: 451 Lbs.
 Fill: 325 Lbs.

Tear Strength: Warp: 45 Lbs.
 Fill: 31 Lbs.

Resistance to Yarn Slippage: Warp: 58 Lbs.
 Fill: 86 Lbs.

Colorfastness: Water: Passes Class 5
 Solvent: Passes Class 5

Crocking: Dry: Passes Class 4.5
 Wet: Passes Class 4.5

Colorfastness to Light: Passes 60 Hours

Flammability: California Tech Bulletin 117
 UFAC Class 1
 BIFMA Class 1
 NFPA 260 Class 1

Note: Includes Teflon Stain Protection

Variance / Conclusion:

Alternate is Equal
 Alternate is heavier
 Original has more picks
 Original has more ends
 Alternate is Superior
 Alternate is equal
 Alternate is equal
 Original is slightly different
 Original is slightly different
 Both exceed industry standards
 Alternate is equal
 Alternate is equal
 Alternate is equal
 Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079

Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 13

Description: Streamers 10 or Equal

CFS Alternate: Zenith

Original Specification

Content: 100% Solution Dyed Nylon
Weight: 11.9 oz per linear yard
Picks per Inch: 75
Ends per inch: 130
Surface Abrasion: 930,000 Double Rubs

Tensile Strength: Warp: 300 Lbs
 Fill: 250 Lbs.

Tear Strength: Warp: 18 Lbs.
 Fill: 20 Lbs.

Resistance to Yarn Slippage: Warp: 30 Lbs.
 Fill: 80 Lbs.

Colorfastness: Water: Passes Class 5
 Solvent: Passes Class 5

Crocking: Dry: Passes Class 5
 Wet: Passes Class 5

Colorfastness to Light: 200 Hours

Flammability: California Tech Bulletin 117
 UFAC Class 1
 BIFMA Class 1
 NFPA 260 Class 1

Note: No stain protection noted in specification

Alternate Specification

Content: 100% Solution dyed Nylon
Weight: 15.4 oz per linear yard
Picks per inch: 29
Ends per inch: 36
Surface Abrasion: Exceeds 1 million Double Rubs

Tensile Strength: Warp: 451 Lbs.
 Fill: 325 Lbs.

Tear Strength: Warp: 45 Lbs
 Fill: 31 Lbs.

Resistance to Yarn Slippage: Warp: 58 Lbs.
 Fill: 86 Lbs.

Colorfastness: Water: Passes Class 5
 Solvent: Passes Class 5

Crocking: Dry: Passes Class 4.5
 Wet: Passes Class 4.5

Colorfastness to Light: Passes 60 Hours

Flammability: California Tech Bulletin 117
 UFAC Class 1
 BIFMA Class 1
 NFPA 260 Class 1

Note: Includes Teflon Stain Protection

Variance / Conclusion:

Alternate is Equal

Alternate is heavier

Original has more picks

Original has more ends

Alternate is Superior

Alternate is equal

Alternate is equal

Original is slightly different

Original is slightly different

Both exceed industry standards

Alternate is equal

Alternate is equal

Alternate is equal

Alternate is equal

Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 14
 Description: Accord Pattern or equal
 CFS Alternate: Shimmer

Original Specification

Content: 55% Recycled Polyester, 45% Cotton
Weight: 14.8 oz per linear yard
Picks per Inch: 42
Ends per inch: 142
Surface Abrasion: 60,000 Double Rubs
Tensile Strength: Warp: 101 Lbs. Fill: 69 Lbs.
Tear Strength: Warp: 190 Lbs. Fill: 89 Lbs.
Resistance to Yarn Slippage: Warp: 96 Lbs. Fill: 63 Lbs.
Colorfastness: Water: Passes Class 5 Solvent: Passes Class 5
Crocking: Dry: Passes Class 4 Wet: Passes Class 5
Colorfastness to Light: Exceeds 40 Hours
Flammability: California Tech Bulletin 117 UFAC Class 1 NFPA 260 Class 1
Note: No stain protection noted in specification
 No Barrier Protection

Alternate Specification

Content: 76% Recycled Polyester 24% Cotton
Weight: 12.3 oz per linear yard
Picks per inch: 40
Ends per inch: 142
Surface Abrasion: Exceeds 60,000 Double Rubs
Tensile Strength: Warp: 190.2 Lbs. Fill: 87.5 Lbs.
Tear Strength: Warp: No Test Data Fill: No Test Data
Resistance to Yarn Slippage: Warp: 83.7 Lbs. Fill: 30 Lbs.
Colorfastness: Water: No Test Data Solvent: No Test Data
Crocking: Dry: Passes Class 5 Wet: Passes Class 5
Colorfastness to Light: Exceeds 40 Hours
Flammability: California Tech Bulletin 117 UFAC Class 1 NFPA 260 Class 1
Note: Includes Crypton Moisture Barrier and Stain Protection
 CFS can have product tested independently for any test data that is not immediately available at the State's Request

Variance / Conclusion:

Alternate has more recycled content
 Original is slightly heavier
 Original has 2 more picks
 Alternate is Equal
 Alternate is Equal or Superior
 Alternate is Superior
 Alternate is Superior
 No Conclusion
 No Conclusion
 Original is slightly different
 Original is slightly different (both exceed industry standards)
 No Conclusion
 No Conclusion
 Alternate is Superior
 Alternate is Equal
 Alternate is Equal
 Alternate is Superior
 Alternate is Equal
 Alternate is Equal



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 15
 Description: Branch Out pattern or Equal
 CFS Alternate: Breeze

Original Specification

Content: 55% Recycled Polyester, 45% Cotton
Weight: 14.4 oz. Per linear yard
Picks per Inch: 42
Ends per inch: 142
Surface Abrasion: 60,000 Double Rubs
Tensile Strength: Warp: 105 Lbs. Fill: 66 Lbs.
Tear Strength: Warp: 191 Lbs. Fill: 78 Lbs.
Resistance to Yarn Slippage: Warp: 67 Lbs. Fill: 66 Lbs.
Colorfastness: Water: Passes Class 5 Solvent: Passes Class 5
Crocking: Dry: Passes Class 5 Wet: Passes Class 5
Colorfastness to Light: Exceeds 40 Hours
Flammability: California Tech Bulletin 117 UFAC Class 1 NFPA 260 Class 1

Note: No stain protection noted in specification
 No Barrier Protection

Alternate Specification

Content: 100% Recycled Polyester
Weight: 9.1 oz per linear yard
Picks per inch: 44
Ends per inch: 142
Surface Abrasion: Exceeds 60,000 Double Rubs
Tensile Strength: Warp: 191.3 Lbs. Fill: 163.4 Lbs.
Tear Strength: Warp: No Test Data Fill: No Test Data
Resistance to Yarn Slippage: Warp: 39 Lbs. Fill: 27.3 Lbs.
Colorfastness: Water: No Test Data Solvent: No Test Data
Crocking: Dry: Passes Class 5 Wet: Passes Class 5
Colorfastness to Light: Exceeds 40 Hours
Flammability: California Tech Bulletin 117 UFAC Class 1 NFPA 260 Class 1

Note: Includes Crypton Moisture Barrier and Stain Protection
 CFS can have product tested independently for any test data that is not immediately available at the State's Request

Variance / Conclusion:

Alternate has more recycled content
 Original is heavier
 Alternate has more Picks
 Alternate is equal
 Alternate is Equal or Superior
 Alternate is Superior
 Alternate is Superior
 No Conclusion
 No Conclusion
 Original is different
 Original is different
 No Conclusion
 No Conclusion
 Alternate is Equal
 Alternate is Superior





State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 16

Description: City Lights or Equal

CFS Alternate: Crypton Metro

Original Specification

Content: 100% Polyester
 Weight: 10.92 oz. per linear yard
 Picks per Inch: 46
 Ends per inch: 142
 Surface Abrasion: 50,000 Double Rubs

Tensile Strength: Warp: 116 Lbs. Fill: 218 Lbs.
 Tear Strength: Warp: 22 Lbs. Fill: 18 Lbs.
 Resistance to Yarn Slippage: Warp: 41 Lbs. Fill: 58 Lbs.

Colorfastness: Water: Passes Class 5 Solvent: Passes Class 4
 Crocking: Dry: Passes Class 4 Wet: Passes Class 4
 Colorfastness to Light: Exceeds 40 Hours

Flammability: California Tech Bulletin 117
 UFAC Class 1
 NFPA 260 Class 1
 No Test Data

Note: No stain protection noted in specification

Alternate Specification

Content: 100% Polyester
 Weight: 12 oz per linear yard
 Picks per inch: 57
 Ends per inch: 64
 Surface Abrasion: Exceeds 150,000 Double Rubs

Tensile Strength: Warp: 284.8 Lbs. Fill: 196.4 Lbs.
 Tear Strength: Warp: 15.4 Lbs. Fill: 15.4 Lbs.
 Resistance to Yarn Slippage: Warp: 112 Lbs. Fill: 165 Lbs.

Colorfastness: Water: Passes Class 4 Solvent: Passes Class 4
 Crocking: Dry: Passes Class 5 Wet: Passes Class 4
 Colorfastness to Light: Exceeds 40 Hours

Flammability: California Tech Bulletin 117
 UFAC Class 1
 NFPA 260 Class 1
 BIFMA Class 1

Note: Includes Crypton Moisture Barrier Protection and Stain Protection

Variance / Conclusion:

Alternate is Equal
 Alternate is heavier
 Alternate has more picks
 Original has more ends
 Alternate is Superior
 Alternate is Superior
 Alternate is Superior
 Original is different
 Original is different
 Alternate is Superior
 Alternate is Superior
 Original is different
 Alternate is equal
 Alternate is Superior
 Alternate is equal
 Alternate is Superior
 Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 17
 Description: Leafage pattern or equal
 CFS Alternate: Autumn Dance Too

Original Specification	Alternate Specification	Variance / Conclusion:
Content: 46% Polyester, 54% Rayon	Content: 45% Recycled Polyester 55% Acrylic	Alternate uses recycled content Acrylic is different than rayon
Weight: 14.24 oz. per linear yard	Weight: 16 oz. +/- 1.0 oz per lin yard	Alternate is heavier
Picks per inch: 64	Picks per inch: 36	Original has more picks
Ends per inch: 177	Ends per inch: 142	Original has more ends
Surface Abrasion: 57,000 Double Rubs	Surface Abrasion: Exceeds 60,000 Double Rubs	Alternate is Superior
Tensile Strength: Warp: 100 Lbs. Fill: 100 Lbs.	Tensile Strength: Warp: 191.7 Lbs. Fill: 175.8 Lbs.	Alternate is Superior Alternate is Superior
Tear Strength: Warp: 21 Lbs. Fill: 20 Lbs.	Tear Strength: Warp: No Test Data Fill: No Test Data	No Conclusion No Conclusion
Resistance to Yarn Slippage: Warp: 72 Lbs. Fill: 73 Lbs.	Resistance to Yarn Slippage: Warp: 103.4 Lbs. Fill: 83.5 Lbs.	Alternate is Superior Alternate is Superior
Colorfastness: Water: Passes Class 4 Solvent: Passes Class 4	Colorfastness: Water: No Test Data Solvent: No Test Data	No Conclusion No Conclusion
Crocking: Dry: Passes Class 4 Wet: Passes Class 4	Crocking: Dry: Passes Class 5 Wet: Passes Class 5	Alternate is Superior Alternate is Superior
Colorfastness to Light: Exceeds 40 Hours	Colorfastness to Light: Exceeds 40 Hours	Alternate is equal
Flammability: California Tech Bulletin 117 BIFMA No test data No test data	Flammability: California Tech Bulletin 117 No Test Data UFAC Class 1 NFPA 260 Class1	Alternate is equal No Conclusion Alternate is Superior Alternate is Superior
Note: No stain protection noted in specification No Barrier Protection	Note: Includes Crypton Moisture Barrier and Stain Protection CFS can have product tested independently for any test data that is not immediately available at the State's Request.	Alternate is Superior



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 18
 Description: Lync or Equal
 CFS Alternate: Autumn Dance Too

<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content: 47% Polyester, 53% Cotton	Content: 45% Recycled Polyester 55% Acrylic	Alternate uses Recycled content Acrylic is different than cotton
Weight: 14.24 oz per linear yard	Weight: 16 Oz per lin yard	Alternate is heavier
Picks per Inch: 50	Picks per inch: 36	Original is different
Ends per inch: 177	Ends per inch: 142	Original is different
Surface Abrasion: 56,000 Double Rubs	Surface Abrasion: Exceeds 60,000 Double Rubs	Alternate is Superior
Tensile Strength: Warp: 100 Lbs. Fill: 100 Lbs.	Tensile Strength: Warp: 191.7 Lbs. Fill: 175.8 Lbs.	Alternate is Superior Alternate is Superior
Tear Strength: Warp: 14 Lbs. Fill: 14 Lbs.	Tear Strength: Warp: No test Data Fill: No test Data	No Conclusion No Conclusion
Resistance to Yarn Slippage: Warp: 94 Lbs. Fill: 100 Lbs.	Resistance to Yarn Slippage: Warp: 103.4 Lbs. Fill: 83.5 Lbs.	Alternate is Superior Original is different
Colorfastness: Water: Passes Class 4 Solvent: Passes Class 4	Colorfastness: Water: No test Data Solvent: No test Data	No Conclusion No Conclusion
Crocking: Dry: Passes Class 4 Wet: Passes Class 3	Crocking: Dry: Passes Class 5 Wet: Passes Class 5	Alternate is Superior Alternate is Superior
Colorfastness to Light: Exceeds 40 Hours	Colorfastness to Light: Exceeds 40 Hours, Class 5	Alternate is Superior, No class listed for Original
Flammability: California Tech Bull 117 UFAC Class 1 NFPA 260 Class 1	Flammability: California Tech Bull 117 UFAC Class 1 NFPA 260 Class 1	Alternate is Equal Alternate is Equal Alternate is Equal
Note: No stain protection noted in specification No Barrier Protection	Note: Includes Crypton Moisture Barrier and Stain Protection CFS can have product tested independently for any test data that is not immediately available at the State's Request.	Alternate is Superior



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 19

Description: Metallic Fusion or Equal

CFS Alternate: Crypton Metro

Original Specification

Content: 100% Polyester

Weight: 13.95 oz. per linear yard

Surface Abrasion: 100,000 Double Rubs

Tensile Strength: Warp: 98 Lbs.
Fill: 394 Lbs.

Tear Strength: Warp: 9.2 Lbs
Fill: 9.2 Lbs

Resistance to Yarn Slippage: Warp: 86.1 Lbs.
Fill: 74 Lbs.

Colorfastness: Water: Passes Class 4
Solvent: Passes Class 4

Crocking: Dry: Passes Class 4,5
Wet: Passes Class 3

Colorfastness to Light: Exceeds 40 Hours

Flammability: California Tech Bull 117
No test data
No test data
No test data

Note: No stain protection noted in specification
No Barrier Protection

Alternate Specification

Content: 100% Polyester

Weight: 12 oz. per linear yard

Surface Abrasion: Exceeds 150,000 Double Rubs

Tensile Strength: Warp: 284.8 Lbs.
Fill: 196.4 Lbs.

Tear Strength: Warp: 15.4 Lbs
Fill: 15.4 Lbs.

Resistance to Yarn Slippage: Warp: 112 Lbs
Fill: 165 Lbs.

Colorfastness: Water: Passes Class 4
Solvent: Passes Class 4

Crocking: Dry: Passes Class 5
Wet: Passes Class 4

Colorfastness to Light: Exceeds 40 Hours

Flammability: California Tech Bull 117
UFAC Class 1
NFPA 260 Class 1
BIFMA Class 1

Note: Includes Crypton Moisture Barrier and Stain Protection

Variance / Conclusion:

Alternate is Equal

Original is heavier

Alternate is Superior

Alternate is Superior
Original has difference

Alternate is Superior
Alternate is Superior

Alternate is Superior
Alternate is Superior

Alternate is Equal
Alternate is Equal

Alternate is Superior
Alternate is Superior

Alternate is Equal

Alternate is Equal
Alternate is Superior
Alternate is Superior
Alternate is Superior

Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"

Bid Due Date: 01/04/2005 Bid Number: 0715200079

Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 20

Description: Mezzano pattern or equal

CFS Alternate: Autumn Dance Too

Original Specification

Content: 52% Polyester, 48% Rayon

Weight: 12.8 oz Per Linear yard

Surface Abrasion: 50,000 Double Rubs

Tensile Strength: Warp: 100 Lbs.
Fill: 100 Lbs.

Tear Strength: Warp: 19 Lbs.
Fill: 14 Lbs.

Resistance to Yarn Slippage: Warp: 93 Lbs.
Fill: 86 Lbs.

Colorfastness: Water: Passes Class 4
Solvent: Passes Class 4

Crocking: Dry: Passes Class 4
Wet: Passes Class 3

Colorfastness to Light: Exceeds 40 Hours

Flammability: California Tech Bull 117
UFAC Class 1
NFPA 260 Class 1

Note: No stain protection noted in specification
No Barrier Protection

Alternate Specification

Content: 45% Recycled Polyester
55% Acrylic

Weight: 16 oz. per lin yard

Surface Abrasion: Exceeds 60,000 Double Rubs

Tensile Strength: Warp: 191.7 Lbs.
Fill: 175.8 Lbs.

Tear Strength: No Test Data
No Test Data

Resistance to Yarn Slippage: Warp: 103.4 Lbs.
Fill: 83.5 Lbs.

Colorfastness: Water: No Test Data
Solvent: No Test Data

Crocking: Dry: Passes Class 5
Wet: Passes Class 5

Colorfastness to Light: Exceeds 40 Hours, class 5
Alternate is superior, no class listing for original. 5 is highest rating

Flammability: California Tech Bull 117
UFAC Class 1
NFPA 260 Class 1

Note: Includes Crypton Moisture Barrier Protection and Stain Protection
Alternate is Superior

Variance / Conclusion:

Alternate uses Recycled Content
Acrylic is different than Rayon

Alternate is heavier

Alternate is Superior

Alternate is Superior
Alternate is Superior

No Conclusion
No Conclusion

Alternate is Superior
Original is slightly different

No Conclusion
No Conclusion

Alternate is Superior
Alternate is Superior

Alternate is superior, no class listing for original. 5 is highest rating

Alternate is Equal
Alternate is Equal
Alternate is Equal

Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 071B5200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 21

Description: Pick Up Sticks or Equal

CFS Alternate: Prism

<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content: 100% Recycled Polyester	Content: 100% Recycled Polyester	Alternate is Equal
Weight: 11 oz per linear yard	Weight: 9.15 +/- 1 oz. per lin yard	Original is slightly heavier
Surface Abrasion: 15,000 Double Rubs	Surface Abrasion: No Test data Specification is not applicable to vertical fabrics.	No Conclusion
Tensile Strength: Warp: 190 Lbs. Fill: 95 Lbs.	Tensile Strength: Warp: 227 Lbs. Fill: 182 Lbs.	Alternate is Superior Alternate is Superior
Tear Strength: Warp: 15 Lbs. Fill: 10 Lbs.	Tear Strength: Warp: 29.1 Lbs. Fill: 31.5 Lbs.	Alternate is Superior Alternate is Superior
Colorfastness: Water: Passes Class 4 Solvent: Passes Class 4	Colorfastness: Water: No Test Data Solvent: No Test Data	No Conclusion No Conclusion
Crocking: Dry: Passes Class 4 Wet: Passes Class 4	Crocking: Dry: Passes Class 5 Wet: Passes Class 5	Alternate is Superior Alternate is Superior
Colorfastness to Light: Exceeds 40 Hours	Colorfastness to Light: Exceeds 40 Hours	Alternate is Equal
Flammability: California Tech Bulletin 117 ASTM E-84 Class 1	Flammability: California Tech Bulletin 117 ASTM E-84 Class 1	Alternate is Equal Alternate is Equal

Note:

Note:

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 22

Description: Mystique Pattern or Equal

CFS Alternate: Repetition

<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content: 100% Recycled Polyester	Content: 100% Recycled Polyester	Alternate is Equal
Weight: 12.8 oz per lin yard	Weight: 12 +/- 1 oz per lin yard	Alternate is Equal
Surface Abrasion: 15,000 Double Rubs	Surface Abrasion: 15,000 Double Rubs	Alternate is Equal
Tensile Strength: Warp: 200 Lbs. Fill: 100 Lbs	Tensile Strength: Warp: 243 Lbs. Fill: 182 Lbs.	Alternate is Superior Alternate is Superior
Tear Strength: Warp: 10 Lbs. Fill: 10 Lbs.	Tear Strength: Warp: 35 Lbs. Fill: 40 Lbs.	Alternate is Superior Alternate is Superior
Colorfastness: Water: Passes Class 4 Solvent: Passes Class 4	Colorfastness: Water: No Test Data Solvent: No Test Data	No Conclusion No Conclusion
Crocking: Dry: Passes Class 4 Wet: Passes Class 4	Crocking: Dry: Passes Class 5 Wet: Passes Class 4.5	Alternate is Superior Alternate is Superior
Colorfastness to Light: Exceeds 40 Hours	Colorfastness to Light: Exceeds 40 Hours	Alternate is Equal
Flammability: California Tech Bulletin 117 ASTM E-84 Class 1	Flammability: California Tech Bulletin 117 ASTM E-84 Class 1	Alternate is Equal Alternate is Equal

Note:

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"

Bid Due Date: 01/04/2005 Bid Number: 071B5200079

Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 24

Description: Ovation pattern or Equal

CFS Alternate: Repetition

<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content: 100% Recycled Polyester	Content: 100% Recycled Polyester	Alternate is Equal
Weight: 12.2 oz per linear yard	Weight: 12 +/- 1 oz per lin yard	Alternate is Equal
Surface Abrasion: 15,000 Double Rubs	Surface Abrasion: 15,000 Double Rubs	Alternate is Equal
Tensile Strength: Warp: 250 Lbs. Fill: 140 Lbs.	Tensile Strength: Warp: 243 Lbs. Fill: 182 Lbs.	Original is slightly different Alternate is Superior
Tear Strength: Warp: 15 Lbs. Fill: 15 Lbs.	Tear Strength: Warp: 35 Lbs. Fill: 40 Lbs.	Alternate is Superior Alternate is Superior
Crocking: Dry: Passes Class 4 Wet: Passes Class 4	Crocking: Dry: Passes Class 5 Wet: Passes Class 4.5	Alternate is Superior Alternate is Superior
Colorfastness to Light: Exceeds 40 Hours	Colorfastness to Light: Exceeds 40 Hours	Alternate is Equal
Flammability: California Tech Bulletin 117 ASTM E-84 Class 1	Flammability: California Tech Bulletin 117 ASTM E-84 Class 1	Alternate is Equal Alternate is Equal

Note:

Note:

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 25

Description: Origin or Equal
 CFS Alternate: Repetition

<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content: 100% Recycled Polyester	Content: 100% Recycled Polyester	Alternate is Equal
Weight: 12.2 oz per linear yard	Weight: 12 +/- 1 oz per lin yard	Alternate is Equal
Surface Abrasion: 15,000 Double Rubs	Surface Abrasion: 15,000 Double Rubs	Alternate is Equal
Tensile Strength: Warp: 250 Lbs. Fill: 140 Lbs.	Tensile Strength: Warp: 243 Lbs. Fill: 182 Lbs.	Original is slightly different Alternate is Superior
Tear Strength: Warp: 25 Lbs. Fill: 25 Lbs.	Tear Strength: Warp: 35 Lbs. Fill: 40 Lbs.	Alternate is Superior Alternate is Superior
Crocking: Dry: Passes Class 4 Wet: Passes Class 4	Crocking: Dry: Passes Class 5 Wet: Passes Class 4/5	Alternate is Superior Alternate is Superior
Colorfastness to Light: Exceeds 40 Hours	Colorfastness to Light: Exceeds 40 Hours	Alternate is equal
Flammability: California Tech Bulletin 117 ASTM E-84 Class 1	Flammability: California Tech Bulletin 117 ASTM E-84 Class 1	Alternate is equal Alternate is equal

Note:

Note:

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 26

Description: Allure or Equal

CFS Alternate: Crossweave

Original Specification

Content: 100% Recycled Polyester

Weight: 15.5 oz per linear yard

Surface Abrasion: 15,000 Double Rubs

Tensile Strength: Warp: 200 Lbs.
Fill: 90 Lbs.

Tear Strength: Warp: 25 Lbs
Fill: 25 Lbs

Crocking: Dry: Passes Class 4
Wet: Passes Class 4

Colorfastness to Light: Exceeds 40 Hours

Flammability: California Tech Bulletin 117
ASTM E-84 Class 1

Note:

Alternate Specification

Content:

Weight

Surface Abrasion:

Tensile Strength: Warp: 175 Lbs.
Fill: 175 Lbs.

Tear Strength: Warp: 50 Lbs
Fill: 50 Lbs

Crocking: Dry: Passes Class 4
Wet: Passes Class 4

Colorfastness to Light: Exceeds 40 Hours

Flammability: California Tech Bulletin 117
ASTM E-84 Class 1

Note:

Variance / Conclusion:

Alternate is Equal

Alternate is heavier

Alternate is Equal

Original is slightly different
Alternate is Superior

Alternate is Superior
Alternate is Superior

Alternate is equal
Alternate is equal

Alternate is equal

Alternate is equal
Alternate is equal

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 27

Description: Gemini or equal
 CFS Alternate: Radix

<u>Original Specification</u>	<u>Alternate Specification</u>	<u>Variance / Conclusion:</u>
Content: 100% Recycled Polyester	Content: 100% Recycled Polyester	Alternate is Equal
Weight: 15 oz per yard	Weight: 17.8 oz. per linear yard	Alternate is heavier
Surface Abrasion: 30,000 Double Rubs	Surface Abrasion: 15,000 Double Rubs	No Conclusion Specification not applicable to Vertical Fabrics
Tensile Strength: Warp: 199 Lbs. Fill: 184 Lbs.	Tensile Strength: Warp: 450 Lbs. Fill: 325 Lbs.	Alternate is Superior Alternate is Superior
Tear Strength: Warp: 25 Lbs. Fill: 21 Lbs.	Tear Strength: Warp: 25 Lbs. Fill: 22 Lbs.	Alternate is equal Alternate is Superior
Crocking: Dry: Passes Class 5 Wet: Passes Class 5	Crocking: Dry: Passes class 4 Wet: Passes class 4	Original is different Original is different
Colorfastness to Light: Exceeds 40 Hours	Colorfastness to Light: Exceeds 40 Hours	Alternate is equal
Flammability: California Tech Bulletin 117 ASTM E-84 Class 1	Flammability: California Tech Bulletin 117 ASTM E-84 Class 1	Alternate is equal Alternate is equal

Note:

Note:

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 28
 Description: Concierge Faux Suede or Equal
 CFS Alternate: Persuasion

Original Specification	Alternate Specification	Variance / Conclusion:
Content: 80% Polyester, 15% Cotton 5% PU	Content: 100% Polyester	Original is different Both are Suede
Weight: 11 oz. per square yard	Weight: 13 oz. per Linear yard	Original is different
Width: 54"	Width: 54"	Alternate is Equal
Surface Abrasion: 60,000 Double Rubs	Surface Abrasion: Exceeds 50,000 Double Rubs	Original is different Both exceed industry standards for heavy duty
Tensile Strength: Warp: No Data Fill: No Data	Tensile Strength: Warp: 188.3 Lbs. Fill: 232.1 Lbs.	Alternate is Superior Alternate is Superior
Tear Strength: Warp: No Data Fill: No Data	Tear Strength: Warp: 5.9 Lbs. Fill: 17.5 Lbs.	Alternate is Superior Alternate is Superior
Seam Slippage: Warp: No Data Fill: No Data	Seam Slippage: Warp: 125.0 Lbs. Fill: 106.5 Lbs.	Alternate is Superior Alternate is Superior
Crocking: Dry: No Data Wet: No Data	Crocking: Dry: No Data Wet: No Data	No Conclusion No Conclusion
Colorfastness to Light: No Data	Colorfastness to Light: Class 4.5	Alternate is superior
Flammability: California Technical Bull 117 UFAC Class 1 No Test Data	Flammability: Cal. Tech. Bul. 117 UFAC Class 1 NFPA 260 Class 1	Alternate is equal Alternate is equal Alternate is superior
Note: No Stain protection No Moisture barrier noted in specification	Note: Includes Crypton stain and Moisture barrier protection	Alternate is superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 30

Description: Sherpa or Equal

CFS Alternate: Enduro / Enduro II

Original Specification

Content: 100% Polyolefin
 Weight: 17.5 oz +/- .5% per lin yard
 Width: 54"
 Picks per inch: 13
 Ends per inch: 13
 Surface Abrasion: 100,000 Double Rubs

Tensile Strength: Warp: 300 Lbs
 Fill: 300 Lbs
Tear Strength: Warp: 60 Lbs
 Fill: 63 Lbs
Seam Slippage Warp: 50 Lbs
 Fill: 54 Lbs
Dimensional change Warp: 5% Gain
 Fill: 1.0 % Gain

Colorfastness to Light: Class 4, 400 Hours
Crocking: Dry: 5
 Wet: 5

Flammability: California Technical Bull 117
 CS-191-53C Class 1
 BIFMA FF1-78
 ASTM E84, Class A
 NFPA 260-1989
 UFAC Class 1
 BS 5652 Part 1, 1979
 Ignition source 0, smouldering
 cigarette

Cleaning Code: WS
Note:

Alternate Specification

Content: 100% Polyolefin
 Weight: 19 oz +/- .5 oz per linear yard
 Width: 54"
 Picks per inch: 15
 Ends per inch: 14
 Surface Abrasion: 250,000 Double Rubs

Tensile Strength: Warp: 311 Lbs
 Fill: 348 Lbs
Tear Strength: Warp: No Test Data
 Fill: No Test Data
Seam Slippage: Warp: 84 Lbs
 Fill: 100 Lbs
Dimensional change: Warp: No Test Data
 Fill: No Test Data

Colorfastness to Light: Class 5
Crocking: Dry: 5
 Wet: 5

Flammability: California Technical Bull 117
 CS-191-53C Class 1
 No Test Data
 ASTM E84, Class A
 No Test Data
 UFAC Class 1
 No Test Data

Cleaning Code: WS
Note:

Variance / Conclusion:

Alternate is Equal
 Alternate is Heavier
 Alternate is equal
 Alternate has more picks
 Alternate has more ends
 Alternate is Superior

Alternate is Superior
 Alternate is Superior
 No Conclusion
 No Conclusion
 Alternate is Superior
 Alternate is Superior
 No Conclusion
 No Conclusion
 Alternate is Superior

Alternate is Equal
 Alternate is Equal
 No Conclusion
 Alternate is Equal
 No Conclusion
 Alternate is Equal
 No Conclusion
 No Conclusion

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 31

Description: Shire or Equal

CFS Alternate: Enduro / Enduro II

Original Specification

Content: 100% Polyolefin
Weight: 17.5 oz +/- .5% per lin yard
Width: 54"
Picks per inch: 13
Ends per inch: 13
Surface Abrasion: 100,000 Double Rubs

Tensile Strength: Warp: 300 Lbs
 Fill: 300 Lbs
Tear Strength: Warp: 60 Lbs
 Fill: 63 Lbs
Seam Slippage Warp: 50 Lbs
 Fill: 54 Lbs
Dimensional change Warp: 5% Gain
 Fill: 1.0 % Gain

Colorfastness to Light: Class 4, 400 Hours
Crocking: Dry: 5
 Wet: 5

Flammability: California Technical Bull 117
 ASTM E84, Class A
 NFPA 260 -1989
 UFAC Class 1
 BS 5852 Part 1, 1979
 Ignition source 0, smouldering
 cigarette

Cleaning Code: WS
Note:

Alternate Specification

Content: 100% Polyolefin
Weight 19 oz +/- .5 oz per linear yard
Width: 54"
Picks per inch: 15
Ends per inch: 14
Surface Abrasion: 250,000 Double Rubs

Tensile Strength: Warp: 311 Lbs
 Fill: 348 Lbs
Tear Strength: Warp: No Test Data
 Fill: No Test Data
Seam Slippage: Warp: 84 Lbs
 Fill: 100 Lbs
Dimensional change Warp: No Test Data
 Fill: No Test Data

Colorfastness to Light: Class 5
Crocking: Dry: 5
 Wet: 5

Flammability: California Technical Bull 117
 ASTM E84, Class
 NFPA 260-1989
 UFAC Class 1
 No Test Data

Cleaning Code: WS
Note: Alternate is Equal

Variances / Conclusion:

Alternate is Equal
 Alternate is Heavier
 Alternate is equal
 Alternate has more picks
 Alternate has more ends
 Alternate is Superior
 Alternate is Superior
 Alternate is Superior
 No Conclusion
 No Conclusion
 Alternate is Superior
 Alternate is Superior
 No Conclusion
 No Conclusion
 Alternate is Superior
 Alternate is Equal
 Alternate is Equal
 Alternate is Equal
 Alternate is Equal
 No Conclusion
 Alternate is Equal

CFS can have product tested independently for any test data that is not immediately available at the State's Request



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 32
 Description: Oxberry
 CFS Alternate: Intrigue

Original Specification	Alternate Specification	Variance / Conclusion:
Content: 59.3% Acrylic, 40.7% Polyester	Content: 52% Acrylic, 48% Polyester	Original is slightly different
Weight: 13.79 oz per linear yard	Weight: 11.10 +/- 1 oz per linear yard	Original is slightly different
Width: 54"	Width: 54"	Alternate is equal
Repeat: 75" H x .875" V	Repeat: 26.875" V x 14.875" H	No Conclusion
Surface Abrasion: 30,000 + Double Rubs	Surface Abrasion: Exceeds 50,000 Double Rubs	Alternate is superior
Tensile Strength: Warp: 181.3 Lbs, Fill: 178.4 Lbs	Tensile Strength: Warp: 187 Lbs, Fill: 132 Lbs	Alternate is Superior Original is different
Tear Strength: Warp: 13.5 Lbs, Fill: 19.8 Lbs	Tear Strength: No test data	No Conclusion
Seam Slippage: Warp: 43.6 Lbs, Fill: 77.1 Lbs	Seam Slippage: Warp: 66 Lbs, Fill: 33 Lbs	Alternate is Superior Original is different
Colorfastness to Light: Class 4, 40 Hours	Colorfastness to Light: Class 5, 40 Hours	Alternate is Superior
Crocking: Wet: 5, Dry: 5	Crocking: Dry: 5, Wet: 5	Alternate is equal Alternate is equal
Flammability: California Technical Bull 117 UFAC Class 1	Flammability: California Technical Bull 117 UFAC Class 1	Alternate is equal Alternate is equal
Cleaning Code: WS	Cleaning Code: S	No Conclusion
Note:	Note:	

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 33

Description: Montague or equal

CFS Alternate: Inlingue

Original Specification	Alternate Specification	Variance / Conclusion:
Content: 57.9% Acrylic, 42.1% Polyester	Content: 52% Acrylic, 48% Polyester	Original is slightly different
Weight: 13.22 oz per linear yard	Weight: 11.10 +/- .1 oz per linear yard	Original is slightly different
Width: 54"	Width: 54"	Alternate is equal
Repeat: 3.375" H x 3.125" V	Repeat: 26.875" V x 14.875" H	No Conclusion
Surface Abrasion: 30,000 + Double Rubs	Surface Abrasion: Exceeds 50,000 Double Rubs	Alternate is Superior
Tensile Strength: Warp: 186.6 Lbs Fill: 163.7 Lbs	Tensile Strength: Warp: 187 Lbs Fill: 132 Lbs	Original is different
Tear Strength: Warp: 13.3 Lbs Fill: 20.7 Lbs	Tear Strength: Warp: No Test Data Fill: No Test Data	No conclusion
Seam Slippage: Warp: 40.9 Lbs Fill: 93.0 Lbs	Seam Slippage: Warp: 66 Lbs Fill: 33 Lbs	Alternate is Superior
Colorfastness to Light: Class 5, 40 Hours	Colorfastness to Light: Class 5, 40 Hours	Original is different
Crocking: Wet: 5 Dry: 5	Crocking: Wet: 5 Dry: 5	Alternate is Equal
Flammability: California Technical Bull 117 UFAC Class 1	Flammability: California Technical Bull 117 UFAC Class 1	Alternate is Equal
Cleaning Code: WS	Cleaning Code: S	No Conclusion
Note:	Note:	

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 34

Description: Quasar or equal

CFS Alternate: Spin

Original Specification

Content: 100% Recycled Polyester
Weave: Dobby
Weight: 9.5 Oz per linear yard
Width: 54"
Picks per inch: 33
Ends per inch: 72

Surface Abrasion: 345,000 Double Rubs Heavy Duty

Tensile Strength: Warp Fill: 287 Lbs 289 Lbs

Tear Strength: Warp Fill: 30 Lbs 37 Lbs

Seam Slippage: Warp Fill: 87 Lbs 53 Lbs

Brush Pili: Class 5

Colorfastness to Light: Class 5, 40 Hours

Crocking: Dry: 5 Wet: 4.0 / 5.0

Flammability: California Technical Bull 117 No test data

Cleaning Code: WS

Note: No Stain protection listed in specification

Alternate Specification

Content: 100% Recycled Polyester
Weave: Dobby
Weight: 10.95 oz per linear yard
Width: 54"
Picks per inch: 50 +/- 2
Ends per inch: 46 +/- 2

Surface Abrasion: 60,000 Double Rubs Heavy Duty

Tensile Strength: Warp Fill: 297 Lbs 155 Lbs

Tear Strength: Warp Fill: No Test Data No Test Data

Seam Slippage: Warp Fill: 90 Lbs 95 Lbs

Brush Pili: Class 4.5

Colorfastness to Light: Class 4, 60 Hours

Crocking: Dry: 3.5 Wet: 4

Flammability: California Technical Bull 117 UFAC Class 1

Cleaning Code: WS

Note: Includes soil and stain protection

Variance / Conclusion:

Alternate is Equal
 Alternate is equal
 Alternate is heavier
 Alternate is equal
 Alternate has more picks
 Original has more ends

Both products exceed industry standards for heavy duty

Alternate is Superior Original is Different

No Conclusion No Conclusion

Alternate is Superior Alternate is Superior

Original is slightly different

Original is different

Original is different Alternate is equal

Alternate is equal Alternate is Superior

Alternate is equal Alternate is Superior

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 35
 Description: Highground or equal
 CFS Alternate: Salzborg

Original Specification	Alternate Specification	Variance / Conclusion:
Content: 56% Cotton, 44% Polyester	Content: 61% Cotton, 39% Polyester	Original is slightly different
Weight: 12.54 oz. per linear yard	Weight: 13.75 oz. per linear yard	Alternate is heavier
Width: 54"	Width: 54"	Alternate is equal
Surface Abrasion: 30,000 Double Rubs	Surface Abrasion: Exceeds 54,000 Double Rubs	Alternate is Superior
Tensile Strength: Warp: 284 Lbs Fill: 93 Lbs	Tensile Strength: Warp: 100 Lbs Fill: 100 Lbs	Original is different Alternate is Superior
Tear Strength: Warp: 19.5 Lbs Fill: 26.5 Lbs	Tear Strength: Warp: 10 Lbs Fill: 6 Lbs	Original is different Original is different
Seam Slippage: Warp: 82 Lbs Fill: 56 Lbs	Seam Slippage: Warp: 88 Lbs Fill: 70 Lbs	Alternate is Superior Alternate is Superior
Colorfastness to Light: Class 4, 40 Hours	Colorfastness to Light: Class 4, 40 Hours	Alternate is equal
Crocking: Wet: No Data Dry: 4	Crocking: Wet: 3 Dry: 4	Alternate is Superior Alternate is equal
Flammability: California Tech Bulletin 117 UFAC Class 1	Flammability: California Technical Bull 117 UFAC Class 1	Alternate is equal Alternate is equal
Cleaning Code: S	Cleaning Code: W	no Conclusion
Note:	Note:	

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 35
 Description: Tempe or Equal
 CFS Alternate: Basketla

Original Specification

Content: 64% Olefin, 36 % Polyester
Weave: Dobby
Weight: 12 oz. per linear yard
Width: 54"
Picks per inch: 18
Ends per inch: 37
Surface Abrasion: 101,000 Double Rubs Heavy Duty
Tensile Strength: Warp: 99 Lbs
 Fill: 115 Lbs
Tear Strength: Warp: 16 Lbs
 Fill: 11 Lbs
Seam Slippage: Warp: 48 Lbs
 Fill: 50 Lbs
Brush Pili: Class 4
Colorfastness to Light: Class 5, 40 Hours
Crocking: Dry: 5
 Wet: 5
Flammability: California Tech Bulletin 117
 No Test data
Cleaning Code: S
Note:

Alternate Specification

Content: 67% Recycled Polyester
 33% Olefin
Weave: Jacquard
Weight: 11.5 oz +/- 1 oz per linear yard
Width: 54"
Picks per inch: 54
Ends per inch: 142
Surface Abrasion: 50,000 Double Rubs
Tensile Strength: Warp: 97.1 Lbs.
 Fill: 190.8 Lbs
Tear Strength: Warp: No test data
 Fill: No test data
Seam Slippage: Warp: 30 Lbs.
 Fill: 35.6 Lbs
Brush Pili: Class 5
Colorfastness to Light: Class 5, 40 Hours
Crocking: Dry: 5
 Wet: 5
Flammability: California Technical Bull 117
 UFAC Class 1
Cleaning Code: S
Note:

Variance / Conclusion:

Same blend / different Percentages
 Alternate uses recycled polyester
 Original is different
 Alternate is equal
 Alternate is equal
 Alternate has more picks
 Alternate has more ends
 Original is different
 Original is slightly different
 Alternate is superior
 No Conclusion
 No Conclusion
 Original is different
 Original is superior
 Alternate is equal
 Alternate is equal
 Alternate is equal
 Alternate is equal
 Alternate is superior
 Alternate is equal

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 37

Description: Clawson or equal

CFS Alternate: New Hempstead

Original Specification

Content: 100% polyester
 Weight: 18.5 oz per linear yard
 Finish: Scotchgard
 Width: 54"
 Picks per inch: 35
 Ends per inch: 56.9
 Surface Abrasion: 700,000 + Double Rubs

Tensile Strength: Warp 450 Lbs
 Fill 425 Lbs
 Tear Strength: Warp 18 Lbs
 Fill 19 Lbs
 Colorfastness to Light: 60 Hours

Crocking: Dry 4.5
 Wet 4.5

Flammability: California Tech Bulletin 117
 BIFMA Class 1
 UFAC Class 1

Cleaning Code: WS
 Note:

Alternate Specification

Content: 100% Polyester
 Weight: 13.8 +/- .1 oz per linear yard
 Finish: Teflon
 Width: 54"
 Picks per inch: 47
 Ends per inch: 45
 Surface Abrasion: 1,000,000 Double Rubs

Tensile Strength: Warp 368 Lbs
 Fill 339 Lbs
 Tear Strength: No Test Data
 Fill No Test Data
 Colorfastness to Light: Class 5, 40 Hours

Crocking: Dry 4.5
 Wet 4.5

Flammability: California Technical Bull 117
 BIFMA Class 1
 UFAC Class 1

Cleaning Code: WS
 Note:

Variance / Conclusion:

Alternate is Equal
 Original is different
 Alternate is Equal
 Alternate is Equal
 Alternate has more picks
 Original has more ends
 Alternate is superior
 Original is different
 Original is different
 No Conclusion
 No Conclusion
 Alternate is superior, original does not list Class rating. 5 is highest class
 Alternate is Equal
 Alternate is Equal
 Alternate is Equal
 Alternate is Equal
 Alternate is equal

CFS can have product tested independently for any test data that is not immediately available at the State's Request



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 38

Description: Pompeii or equal

CFS Alternate: Dividend

Original Specification	Alternate Specification	Variance / Conclusion:
Content: 100% polyester	Content: 100% polyester	Alternate is equal
Weight: 9.8 oz +/- 1 oz per linear yd.	Weight: 9.1 +/- 1 oz per lin yard	Alternate is equal
Width: 66"	Width: 66"	Alternate is equal
Picks per inch: 48.3	Picks per inch: 38	Original is slightly different
Ends per inch: 126.3	Ends per inch: 142	Alternate is Superior
Repeat: 14.46" H x 18.4" V	Repeat: 14" H x 14" V	No Conclusion
Surface Abrasion: 15,000 Double Rubs	Surface Abrasion: 15,000 Double Rubs	Alternate is equal (Specification not applicable to Vertical Surface Fabrics)
Tensile Strength: Warp: 140 Lbs. Fill: 127 Lbs.	Tensile Strength: Warp: 150 Lbs. Fill: 150 Lbs.	Alternate is Superior
Tear Strength: Warp: 20 Lbs. Fill: 33 Lbs.	Tear Strength: Warp: 22 Lbs. Fill: 38 Lbs.	Alternate is Superior
Colorfastness to Light: Class 5, 40 Hours	Colorfastness to Light: 40 Hours, Class 4	Original is slightly different
Crocking: Dry: 5 Wet: 5	Crocking: Dry: 5 Wet: 5	Alternate is Equal
Flammability: California Tech Bulletin 117 ASTM E84 Class 1	Flammability: California Technical Bull 117 ASTM E84 Class 1	Alternate is Equal
Cleaning Code: WS	Cleaning Code: WS	Alternate is equal
Note:	Note:	

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 40
 Description: Dream or equal
 CFS Alternate: Crystal

Original Specification	Alternate Specification	Variance / Conclusion:
Content: 100% polyester	Content: 100% polyester	Alternate is equal
Weave: Jacquard	Weave: Jacquard	Alternate is equal
Weight: 11.4 oz per linear yard	Weight: 11 +/- .1 oz per lin yard	Alternate is equal
Width: 66"	Width: 66"	Alternate is equal
Picks per inch: 45	Picks per inch: 35 +/- .2	Original is different
Ends per inch: 128	Ends per inch: 131 +/- .2	Alternate has more ends
Surface Abrasion: Decorative with full serviceability	Surface Abrasion: Decorative with full serviceability	Alternate is equal (Specification not applicable to Vertical Surface Fabrics)
Tensile Strength: Warp 188.4 Lbs, Fill 162.2 Lbs	Tensile Strength: Warp 160 Lbs, Fill 110 Lbs	Original is different Original is different
Tear Strength: Warp 22.1 Lbs, Fill 25.4 Lbs	Tear Strength: Warp 25 Lbs, Fill 25 Lbs	Alternate is Superior Alternate is equal
Colorfastness to Light: Class 5, 40 Hours	Colorfastness to Light: Class 5, 40 Hours	Alternate is equal
Crocking: Dry: 5, Wet: 5	Crocking: Dry: 4, Wet: 4	Original is different Original is different
Flammability: California Tech Bulletin 117 ASTM E84 Class 1	Flammability: California Technical Bull 117 ASTM E84 Class 1	Alternate is equal Alternate is equal
Cleaning Code: WS	Cleaning Code: WS	Alternate is equal
Note:	Note:	

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan
 Item: 41
 Description: Sensa or Equal
 CFS Alternate: Radix

Original Specification

Content: 100% polyester
 Weave: Crepe
 Weight: 16 oz per linear yard
 Width: 66"
 Picks per inch: 36
 Ends per inch: 44
 Finish: Teflon
 Surface Abrasion: 60,000 Double Rubs

Tensile Strength:

180 Lbs min.
 45 Lbs min.
 Less than .4%

Tear Strength:

Less than .4%

Moisture Regain:

Less than .4%

Colorfastness to Light:

40 Hours
 Dry: 4.5
 Wet: 4.5

Crocking:

Dry: 4.5
 Wet: 4.5

Flammability:

No Test Data
 ASTM E84 Class 1
 No Test Data

Cleaning Code:

WS

Note:

Alternate Specification

Content: 100% polyester
 Weave: Crepe
 Weight: 17.8 oz per linear yard
 Width: 66"
 Picks per inch: 24.75
 Ends per inch: 56.9
 Finish: None
 Surface Abrasion: 15,000 min
 Double Rubs

Tensile Strength:

Warp: 450 Lbs.
 Fill: 325 Lbs.
 Warp: 25 Lbs.
 Fill: 22 Lbs.
 Less than 5 %

Tear Strength:

Less than 5 %

Moisture Regain:

Less than 5 %

Colorfastness to Light:

Class 4, 60 Hours
 Dry: 4
 Wet: 4

Crocking:

Dry: 4
 Wet: 4

Flammability:

California Tech Bulletin 117
 ASTM E84 Class 1
 UFAC Class 1

Cleaning Code:

WS

Note:

Variance / Conclusion:

Alternate is equal
 Alternate is equal
 Alternate is heavier
 Alternate is equal
 Original is different
 Alternate has more ends
 Original has Teflon, not typical or necessary for panel fabric
 No Conclusion
 (Specification not applicable to Vertical Surface Fabrics)
 Alternate is Superior
 Alternate is Superior
 Specification for original is unclear
 Specification for original is not complete or clear
 Alternate is equal
 Alternate is superior. No class rating listed for original
 Original is different
 Original is different
 Alternate is Superior
 Alternate is equal
 Alternate is Superior
 Alternate is equal

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



State of Michigan ITB "Alternate Bid"
 Bid Due Date: 01/04/2005 Bid Number: 07115200079
 Bidder: CF Stinson, Inc / Rochester Hills, Michigan

Item: 43

Description: Sensa Waterford or equal

CFS Alternate: Element

Original Specification	Alternate Specification	Variance / Conclusion:
Content: 100% polyester	Content: 100% polyester	Alternate is equal
Weave: Crepe	Weave: Dobby / Crepe	Alternate is equal
Weight: 16 oz +/- 0.5 oz per linear yard	Weight: 8.64 oz per linear yard	Original is different
Width: 66"	Width: 66"	Alternate is equal
Picks per inch: 36	Picks per inch: 30	Original is slightly different
Ends per inch: 44	Ends per inch: 123	Alternate has more ends
Finish: Teflon	Finish: None	Original has Teflon, not typical or necessary for panel fabric
Surface Abrasion: 60,000 Double Rubs	Surface Abrasion: 15,000 min Double Rubs	No Conclusion (Specification not applicable to Vertical Surface Fabrics)
Tensile Strength: 180 Lbs min.	Tensile Strength: Warp: 171.68 Lbs. Fill: 51.76 Lbs.	Original is slightly different Alternate is superior No data reported for original specification is unclear
Tear Strength: 45 Lbs. min.	Tear Strength: Warp: 9.6 Lbs. Fill: 5.3 Lbs.	Specification for original is not complete or clear No conclusion possible
Moisture Regain: Less than 4%	Moisture Regain: Less than 1 %	alternate is equal
Colorfastness to Light: 40 Hours	Colorfastness to Light: Class 4, 40 Hours	alternate is superior, no class listed for Original specification
Crocking: Dry: 4.5 Wet: 4.5	Crocking: Dry: 5 Wet: 4	Alternate is superior Original is slightly different
Flammability: No Test Data ASTM E84 Class 1 No Test Data	Flammability: California Tech Bulletin 117 ASTM E84 Class 1 UFAC Class 1	Alternate is Superior Alternate is equal Alternate is superior
Cleaning Code: WS	Cleaning Code: W	No Conclusion
Note:	Note:	

CFS can have product tested independently for any test data that is not immediately available at the State's Request.



071B5200276
Item Listing – Pricing Pages

Item #	Description	Brand/Item Bid	Unit of Measure	Unit Price
1	Duraweave 10 (Birdseye) Pattern or equal	Alternate- Enduro/EnduroII/EnduroIII	YD	\$ 6.62
2	Duraweave 10 (Plain) Pattern or equal	Alternate- Enduro/EnduroII/EnduroIII	YD	\$ 6.62
3	Electron Pattern or equal	Alternate-Zip	YD	\$ 8.65
4	Cape 10 Pattern or equal	Alternate -Vision	YD	\$ 8.77
5	Foundation 10 Pattern or equal	Alternate-New Hempstead	YD	\$ 7.07
6	Framework Pattern or equal	Alternate-Spin	YD	\$ 8.22
7	Essential Pattern or equal	Alternate-Confetti	YD	\$ 6.67
8	Dialogue 10 Pattern or equal	Alternate-Integral	YD	\$ 8.94
9	Faux Leather, Dallas Fr Pattern or equal	Alternate-Oxen	YD	\$ 6.35
10	Spirit 10 Pattern or equal	Alternate-Zenith	YD	\$ 13.95
11	Symmetry 10 Pattern or equal	Alternate-Zenith	YD	\$ 13.95
12	Syncopation 10 Pattern or equal	Alternate-Zenith	YD	\$ 13.95
13	Streamers 10 Pattern or equal	Alternate-Zenith	YD	\$ 13.95
14	Accord Pattern or equal	Alternate-Shimmer	YD	\$ 16.69
15	Branch Out Pattern or equal	Alternate-Breeze	YD	\$ 15.46
16	City Lights Pattern or equal	Alternate-Crypton Metro	YD	\$ 12.99
17	Leafage Pattern or equal	Alternate-Autumn Dance Too!	YD	\$ 16.69
18	Lyric Pattern or equal	Alternate-Autumn Dance Too!	YD	\$ 16.69
19	Metallic Fusion Pattern or equal	Alternate-Crypton Metro	YD	\$ 12.99
20	Mezzano Pattern or equal	Alternate-Autumn Dance Too!	YD	\$ 16.69
21	Pick Up Sticks Pattern or equal	Alternate-Prism	YD	\$ 10.65
22	Mystique Pattern or equal	Alternate-Repetition	YD	\$ 8.06
23	Equal Pattern or equal	As Specified-Genesis	YD	\$ 8.06
24	Ovation Pattern or equal	Alternate-Repetition	YD	\$ 8.06
25	Origin Pattern or equal	Alternate-Repetition	YD	\$ 8.06
26	Allure Pattern or equal	Alternate-Crossweave	YD	\$ 8.40
27	Gemini Pattern or eual	Alternate-Radix	YD	\$ 7.73
28	Faux Suede, Concierge Pattern or equal	Alternate-Persuasion	YD	\$ 14.38
29	Upholstery Fabric, Circuit City Pattern or equal	Alternate-Tintara	YD	\$ 10.53
30	Upholstery Fabric, Sherpa Pattern or equal	Alternate- Enduro/EnduroII/EnduroIII	YD	\$ 6.62
31	Upholstery Fabric, Shire Pattern or equal	Alternate- Enduro/EnduroII/EnduroIII	YD	\$ 6.62
32	Upholstery Fabric, Oxberry Pattern or equal	Alternate-Intrigue	YD	\$ 8.41
33	Upholstery Fabric, Montague Pattern or equal	Alternate-Intrigue	YD	\$ 8.41
34	Upholstery Fabric, Quasar Pattern or equal	Alternate-Spin	YD	\$ 8.22
35	Upholstery Fabric, Highground Pattern or equal	Alternate-Salzburg	YD	\$ 14.38
36	Upholstery Fabric, Tempe Pattern or equal	Alternate-Basketa	YD	\$ 9.42
37	Upholstery Fabric, Clawson Pattern or equal	Alternate-New Hempstead	YD	\$ 7.07
38	Upholstery Fabric, Pompeii Pattern or equal	Alternate-Dividend	YD	\$ 10.36
39	Upholstery Fabric, Dune Pattern or equal	Alternate-Mira	YD	\$ 7.88
40	Upholstery Fabric, Dream Pattern or equal	Alternate-Crystal	YD	\$ 7.62
41	Upholstery Fabric, Sensa Pattern or equal	Alternate-Radix	YD	\$ 7.73
42	Upholstery Fabric, Windstar Pattern or equal	As Specified-Hampshire	YD	\$ 5.32
43	Upholstery Fabric, Sensa Waterford Pattern or equal	Alternate-Element	YD	\$ 5.28
44	Faux Leather, Nauga Soft Pattern or equal	As Specified-Nauga Soft	YD	\$ 8.81
45	Vertical Surface Fabric, Hampshire Pattern or equal	As Specified-Hampshire	YD	\$ 5.32



Item #	Description	Brand/Item Bid	Unit of Measure	Unit Price
46	Vertical Surface Fabric, Advantage Pattern or equal	As Specified-Advantage	YD	\$ 5.35
47	Vertical Surface Fabric, Element Pattern or equal	As Specified-Element	YD	\$ 5.28
48	Vertical Surface Fabric, Axis Too! Pattern or equal	As Specified-Axis Too!	YD	\$ 6.89
49	Vertical Surface Fabric, Reflectance Pattern or equal	As Specified-Reflectance	YD	\$ 7.45
50	Vertical Surface Fabric, Sketch Pattern or equal	As Specified-Sketch	YD	\$ 6.84
51	Vertical Surface Fabric, Seabreeze Pattern or equal	As Specified-Seabreeze	YD	\$ 7.48
52	Vertical Surface Fabric, Mira Pattern or equal	As Specified-Mira	YD	\$ 7.88
53	Vertical Surface Fabric, Counterpoint Pattern or equal	As Specified-Counterpoint	YD	\$ 7.51
54	Vertical Surface Fabric, Del Mar Pattern or equal	As Specified-Del Mar	YD	\$ 8.22
55	Vertical Surface Fabric, Terrain Pattern or equal	As Specified-Terrain	YD	\$ 8.72
56	Vertical Surface Fabric, Roundabout Pattern or equal	As Specified-Roundabout	YD	\$ 8.65
57	Vertical Surface Fabric, Luther Pattern or equal	As Specified-Luther	YD	\$ 8.55
58	Vertical Surface Fabric, Traffic Pattern or equal	As Specified-Traffic	YD	\$ 8.35
59	Upholstery Fabric, Happy Hour Pattern or equal	As Specified-Happy Hour	YD	\$ 11.72
60	Upholstery Fabric, Pinwheel Pattern or equal	As Specified-Pinwheel	YD	\$ 13.45
61	Upholstery Fabric, Milano Pattern or equal	As Specified-Milano	YD	\$ 13.80
62	Upholstery Fabric, Chauncey Pattern or equal	As Specified-Chauncey	YD	\$ 9.87
63	Upholstery Fabric, Basketa Pattern or equal	As Specified-Basketa	YD	\$ 9.42
64	Upholstery Fabric, Glacier Pattern or equal	As Specified-Glacier	YD	\$ 7.79
65	Upholstery Fabric, Enduro/Enduro II Pattern or equal	As Specified-Enduro/Enduro II	YD	\$ 6.62
66	Upholstery Fabric, Quad Pattern or equal	As Specified-Quad	YD	\$ 8.75
67	Upholstery Fabric, Circa Pattern or equal	As Specified-Circa	YD	\$ 8.75
68	Upholstery Fabric, Transcend Pattern or equal	As Specified-Transcend	YD	\$ 7.25
69	Upholstery Fabric, Zip Pattern or equal	As Specified-Zip	YD	\$ 8.65
70	Upholstery Fabric, Simon Pattern or equal	As Specified-Simon	YD	\$ 7.66
71	Vinyl, Chamea Pattern or equal	As Specified-Chamea	YD	\$ 8.22
72	Crypton Jacquard Fabric, Autumn Dance Too! or equal	As Specified-Autumn Dance Too!	YD	\$ 16.69
73	Crypton Jacquard Fabric, Status Pattern or equal	As Specified-Status	YD	\$ 17.85
74	Crypton Jacquard Fabric, Estate Too! Pattern or equal	As Specified-Estate Too!	YD	\$ 18.95
75	Crypton Jacquard Fabric, Heirloom Pattern or equal	As Specified-Heirloom	YD	\$ 18.95
76	Crypton Jacquard Fabric, Persuasion Pattern or equal	As Specified-Persuasion	YD	\$ 14.38