



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 11

to

Contract Number 071B3200142

CONTRACTOR	Lansing Uniform Company, Inc.
	1141 S Washington Ave
	Lansing, MI 48910
	Jim Downs
	517-482-6628
	lansinguniform@gmail.com
	*****9944

STATE	Program Manager	Dorene Sandoval	DNR
		517-284-6018	
		sandovald@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 284-7026	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
CONSERVATION OFFICER UNIFORMS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 4, 2010	August 3, 3015	2 - 1 Year	August 3, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		DNR- 30 days ARO MSP- See attachment D Boots and Footwear- 21 days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
Dependent on Type of Uniform				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 3, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,632,542.63	\$10,000.00	\$1,642,542.63		
DESCRIPTION				
Effective July 28, 2017, This contract is hereby increased by \$10,000.00 for DNR use. All other terms, conditions, specifications, and pricing remain the same. Per Agency and Contractor agreement, and DTMB Central Procurement approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Victoria Olivarez	(517) 284-3304	olivarezv1@michigan.gov



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CONTRACT CHANGE NOTICE

Change Notice Number **10**

to

Contract Number **071B3200142**

CONTRACTOR	Lansing Uniform Company, Inc.
	1141 S Washington Ave
	Lansing, MI 48910
	Jim Downs
	517-482-6628
	lansinguniform@gmail.com
	*****9944

STATE	Program Manager	Dorene Sandoval	SW
		517-284-6018	
		sandovald@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 284-7026	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
CONSERVATION OFFICER UNIFORMS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 4, 2010	August 3, 3015	2 - 1 Year	August 3, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		DNR- 30 days ARO MSP- See Attachment D Boots and Footwear- 21 days AFO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
Dependent on Type of Uniform				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 3, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,632,542.63	\$0.00	\$1,632,542.63		
DESCRIPTION				
Effective May 8, 2017, DNR uniform items are added to this contract as per added Attachment H. All other terms, conditions, specifications and pricing remain the same. Per Lansing Uniform and DNR agreement, and DTMB Central Procurement approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Victoria Olivarez	(517) 284-3304	olivarezv1@michigan.gov

Attachment H
DNR Other Uniform Pricing
Amended via Change Notice 10

DNR Other Uniform Items			
LINE #	ITEM NO.	MFG-ITEM DESCRIPTION-SIZE	PRICE EACH
31	NP2102	Horace Small - Men's Pant- Standard Size	\$44.95
32	NP 2103	Horace Small Women's Pant- Standard Size	\$44.95
33	F5252	Propper- Men's Light Weight Tactical Pant- All Sizes	\$37.95
34	F5254	Propper- Women's Light Weight Tactical Pant- All Sizes	\$37.95
35	SH3209+SH3509	*Elbeco Shield Jacket with Performance Shell	\$239.95

No minimum order required

*Price for Jackets includes the attachment of Shoulder and Badge Patches to both the Jacket and the Shell



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CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **071B3200142**

CONTRACTOR	Lansing Uniform Company, Inc.
	1141 S Washington Ave
	Lansing, MI 48910
	Jim Downs
	517-482-6628
	lansinguniform@gmail.com
	*****9944

STATE	Program Manager	Dorene Sandoval	DNR
		517-284-6018	
		sandovald@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 284-7026	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
OFFICER UNIFORMS, BOOTS & FOOTWEAR				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 4, 2010	August 3, 3015	2 - 1 Year	August 3, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		DNR- 30 days ARO MSP- See Attachment D Boots and Footwear- 21 days AFO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
Dependent on Type of Uniform				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 3, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,632,542.63	\$0.00	\$1,632,542.63		
DESCRIPTION				
Effective March 3, 2017, the ability to use P-Card as a form of payment is added to this contract. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Victoria Olivarez	(517) 284-3304	olivarezv1@michigan.gov



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CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **071B3200142**

CONTRACTOR	Lansing Uniform Company, Inc.
	1141 S Washington Ave
	Lansing, MI 48910
	Jim Downs
	517-482-6628
	lansinguniform@gmail.com
	*****9944

STATE	Program Manager	Dorene Sandoval	DNR
		517-284-6018	
		sandovald@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 284-7026	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
OFFICER UNIFORMS, BOOTS & FOOTWEAR				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 4, 2010	August 3, 2015	2 - 1 Year	August 3, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		DNR- 30 Days AFO, MSP - see Attachment D, Boots & Footwear 21 days AFO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
Dependent on type of Uniform- See Attachment A, C, D or F				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 3, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,586,542.63	\$46,000.00	\$1,632,542.63		
DESCRIPTION				
Effective January 1, 2017, DNR Conservation Officer Footwear is added to this contract as per revised Attachment F and G, and DNR Park Ranger Officer Uniforms will be purchased under this contract by utilizing the Class B uniforms. The contract value is increased by \$46,000.00. All other terms, conditions, specifications and pricing remain the same. Per Lansing Uniform and agency agreement and DTMB Procurement approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Victoria Olivarez	(517) 284-3304	olivarezv1@michigan.gov

Attachment F

Boot & Footwear Specifications

Revised via Change Notice 8

BOOTS

BOOT DESIGN

The boots are an all-weather, waterproof/ breathable boot designed to be light weight to provide comfort, while offering superb shock absorption with a construction that affords the wearer traction and stability on wet or dry surfaces. The boot has specific performance features as detailed in this specification.

QUALITY ASSURANCE

The Contractor has quality assurance designed to meet the ISO 9001 2008 Quality Management System.

STYLES, SIZES AND WIDTHS

- (a) **Danner® Uniform Boots, style Recon #69410, 8" shaft, 200 gram Thinsulate™ insulation, Color: Black.** Available in following sizes:

Men's D	7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13, 14, 15
Men's EE	6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13
Women's M	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10

- (b) **Danner® Uniform Boots, style Fort Lewis™ #69110, 10" shaft, 200 gram Thinsulate™ insulation, Color: Black.** Available in following sizes:

Men's B	8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13, 14
Men's D	7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13, 14, 15
Men's EE	6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13
Women's M	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10

- (c) **Danner® Uniform Boots, style Fort Lewis™ #29110, 10" shaft, Non-insulated, Color: Black.** Available in following sizes:

Men's D	7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13, 14, 15
Men's EE	6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13
Women's M	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10

- (d) **Danner® Uniform Boots with Dri-Ice Compound, style Fort Lewis™ #23705, 10" shaft, 600 gram Thinsulate™ insulation, Color: Black.** Available in following sizes:

Men's D	7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13, 14, 15
Men's EE	6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13

- (e) **Matterhorn® waterproof Lace to toe Boots, style 1949, 10" shaft, 200 gram Thinsulate™ insulation, Color: Black.** Available in following sizes:

Men's C	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 12 ½, 13, 14
Men's D	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 12 ½, 13, 14, 15, 16
Men's E	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 12 ½, 13, 14, 15, 16
Men's EE	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 12 ½, 13, 14, 15, 16

- (f) **Matterhorn® waterproof Field Boots, style 1697, 8" shaft, DRYZ Intellitemp® insulation, Color: Black.** Available in following sizes:

Men's C	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 12 ½, 13, 14
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Men's D	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 12 ½, 13, 14, 15, 16
Men's E	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 12 ½, 13, 14, 15, 16
Men's EE	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 12 ½, 13, 14, 15, 16

(g) Matterhorn® waterproof Lace to toe Boots, style 7831, 8" shaft, Non-insulated, Color: Black. Available in following sizes:

Men's D	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 12 ½, 13, 14
Men's E	5, 5 ½, 6, 6 ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10, 10 ½, 11, 11 ½, 12, 13, 14

(h) Matterhorn® waterproof Field Boots, style 1597, 8" shaft, DRYZ Intellitemp® insulation, Color: Black. Available in following sizes:

Women's B	6, ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10
Women's C	6, ½, 7, 7 ½, 8, 8 ½, 9, 9 ½, 10

COMFORT

Boots are constructed to provide comfort and wear ability after a normal break-in period.

CONSTRUCTION

The boots shall be all leather upper, stitch down construction creating a wider platform to increase stability. The upper will be conformed to the 650 Last and then this piece is flared out and cemented to the midsole. These two pieces are stitched together with a heavy thread in an interlocking stitch for a secure attachment. The firmly stitched boot is then cemented to the Outsole.

UPPER

The boot upper shall be made of black full grain all leather with the addition of the manufacturers specified waterproofing membrane, insulation and quilted fabric lining. Lace to toe lacing system, includes 72 inch long heavy duty black laces with plastic tips. Eyelets are black metal.

SOLE

Boots have the ability to be re-soled.

FOOTWEAR

NON-BOOT FOOTWEAR DESIGN

Non-Boot Footwear shall be lightweight and comfortable with superb construction for support and stability.

STYLE

As outlined in the pricing sheet Attachment G

COMFORT

Footwear is to be constructed to provide comfort and wear ability after a normal break-in period.

UPPER

The upper shall be made of black full grain all leather as specified by manufacturer for the selected footwear style.

SOLE

As specified by manufacturer for the selected footwear style.

Contract No. 071B3200142

Officer Uniforms

MINIMUM ORDER

None

DELIVERY TIME FRAME

21 Days ARO

DELIVERY RESPONSIBILITIES

1. The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date, in the quantities, styles and sizes ordered, to the location(s) specified in the SOW or individual Purchase Order.
2. The Contractor must ship the Deliverable(s) "F.O.B. Destination", with transportation charges prepaid on all orders. Destination may be any location within the state of Michigan including within Government Premises.
3. The State will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

Attachment G
Boot & Footwear Pricing

Revised via Change Notice 8

Item No.	Unit of Issue	Description	Unit Cost
1.	EA	Danner Recon Boot #69410 8" Shaft, 200 gram Thinsulate™ insulation	\$183.25
2.	EA	Danner Fort Lewis Boot #69110 10" Shaft, 200 gram Thinsulate™ insulation	\$195.00
3.	EA	Matterhorn IntelliTemp Boot #1597 8" Shaft, Women's, waterproof	\$165.00
4.	EA	Matterhorn IntelliTemp Boot # 1697 8" Shaft, Men's, waterproof	\$165.00
5.	EA	Matterhorn # 1949 10" Shaft, Men's, 200 gram Thinsulate™ insulation	\$165.00
6.	EA	Danner Fort Lewis #29110 10" Shaft, Non-Insulated	\$195.00
7.	EA	Rocky Men's Duty Boot # 5010 8" Shaft	\$175.00
8.	EA	Bates Men's Bates Lites # 932 Black Leather Oxford	\$100.00
9.	EA	Bates Women's Durashocks #752 Leather Oxford	\$100.00
10.	EA	Bates Lites #E00078 Leather Padded Chukka	\$120.00



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CONTRACT CHANGE NOTICE

Change Notice Number **7**

to

Contract Number **071B3200142**

CONTRACTOR	Lansing Uniform Company, Inc.
	1141 S Washington Ave
	Lansing, MI 48910
	Jim Downs
	517-482-6628
	lansinguniform@gmail.com
	*****9944

STATE	Program Manager	Dorene Sandoval	DNR
		517-284-6018	
		sandovald@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 284-7026	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
OFFICER UNIFORMS AND FOOTWEAR				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 4, 2010	August 3, 3015	2 - 1 Year	August 3, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		DNR- 30 Days AFO, MSP- See Attachment D		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
Dependent on type of Uniform- See Attachment A, C or D				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 3, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$486,542.63	\$1,100,000.00	\$1,586,542.63		
DESCRIPTION				
Effective November 1, 2016, the Michigan State Police Agency's Uniforms and boots will be added to this contract as per Specifications on Attachments D and F with pricing as listed in Attachments E and G. Victoria Olivarez is added as Program Manager for Michigan State Police (MSP). The contract value is increased by \$1,100,000.00. All other terms, conditions, specifications and pricing remain the same. Per Lansing Uniform and agency agreement, DTMB Procurement approval, and Administrative Board approval on October 25, 2016.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Victoria Olivarez	(517) 284-3304	olivarezv1@michigan.gov

Attachment D
MICHIGAN STATE POLICE
MEN'S AND WOMEN'S UNIFORM SPECIFICATIONS

Added via Change Notice 7

MSP LONG AND SHORT SLEEVE UNIFORM SHIRTS
DARK BLUE AND LIGHT BLUE

MATERIAL

Dark Blue: Material shall be 45% Wool and 55% Dacron; 2 ply per linear yard; 8 ½ ounce. Material shall be preshrunk. Approved fabric Burlington Industries Inc. (Raeford) #571-604.

Light Blue: Material shall be 45% Wool and 55% Dacron; 2 ply per linear yard; 11 – 11.5 ounce. Material shall be preshrunk. Approved fabric Burlington Industries Inc. (Raeford) #573-33446.

TRIMMINGS

Interlining Materials: For shirt plait, collar stand, shoulder straps, pocket flaps and cuffs to be first quality Sanforized material of 5.00 weight. To be the same color as shirt material.

Collar Interlining: A first quality Sanforized interlining material of 2.85 weight to be the same color as shirt material.

Inside Collar Lining, for Band: To be rayon twill to match color of basic shirt material.
ALL MATERIALS ARE TO BE PRESHRUNK.

Buttons: 20-line melamine button, four holes, and blue color to match material.
Buttons are not to be affected by cleaning solutions.

Thread: Size “70” polyester covered polyester thread to match color of the shirt material. All threads used are to match the color of the shirt material except that used on the shoulder insignia. All threads are to be the best quality and dyes used are to be colorfast.

Button & Buttonhole Thread: Size #50 fincor polyester covered polyester thread to match color of shirt material and buttons. All threads are to be the best quality and dyes used are to be colorfast.

Shoulder Insignia Thread: Size “70” polyester covered polyester thread, yellow color.

Shoulder Insignia: To be furnished by Michigan State Police.

Collar Stays: To be of good grade commercial quality poly vinyl chloride, color white, 0.025 mil thick, approximately 2 ½” inches in length and approximately 5/16” inches wide.

Hook & Loop Fasteners: Hook & Loop fasteners to be Velcro.

STYLE

Military style, semi-form fitting. To be made in Michigan State Police stock sizes and offered in small, medium and large body styling. Patterns shall also accommodate “made-to-measure” garments from measurements furnished by the Michigan State Police.

MEASUREMENT
TOLERANCES

There shall be no tolerances allowed on the button placement, buttonholes or on Velcro. A tolerance of +/- 1/8” is allowed on the collar and collar stand. A tolerance of +/- ¼” is allowed on all other measurements.

SHIRT FRONTS

Front plait shall be 1 ½" inches wide and shall run from neck to bottom of shirt. Plait shall be on the left front on men's shirts and on the right front of women's shirts. Shall be interlined or reinforced with a strip of interlining material (see trimmings) of the same color as the shirt.

Plait to be stitched ¼" inch from each edge, full length of plait. Six buttonholes shall be made vertically in the center of the plait and shall be spaced 3 ¾" inches apart from center to center except the distance to the stand buttonhole shall be 3 ½" inches. Stand buttonhole shall be horizontal.

On the opposite side of the shirtfront, finished material to be turned under 1" inch and sewn with a single stitching 1/16" inch from edge of facing, from stand to bottom of the shirt with raw edge turned under.

Buttons to be set on the right front panel of men's shirts and left front panel of women's shirts; ¾" inches in from the edge and properly aligned with buttonholes on the opposite side.

POCKETS

Men's: There shall be two patch pockets to finish 5 ½" in width, 5 ½" in depth with a 1 ½" inch box pleat centered on the pocket.

Women's: There shall be two patch pockets to finish 4 ¾" in width, 5 ½" in depth with a 1 ¼" inch box pleat centered on the pocket.

Box pleats shall be stitched top and bottom and full length of the pleat to prevent spreading.

There shall be a pencil division in the left pocket with an opening through the left flap, 1-½" inches wide on men's shirts and 1 ¼" inches wide on women's shirts.

Buttons shall be centered on the pocket pleat and aligned with pocket flap buttonhole. Top of pocket shall be serged, turned under and single stitched across top of pocket. Stitch pocket to shirtfront with a single row of stitching 1/32" inch from edge. Pocket edge shall be in line with shirt front edge. Placement of pockets shall be for best appearance in relation to size.

Each pocket shall have Velcro hook fasteners ¾" long by ½" wide positioned on both edges of pocket to correspond with outer rectangular flap points as specified. Velcro to be stitched on all sides and to be sewn through pocket and shirtfront for added reinforcement.

POCKET FLAP

Men's: Rectangular pocket flap shall measure 5 ¾" inches wide at the top and flare to 5 7/8" inches wide across the bottom and 2 ½" deep.

Women's: Rectangular pocket flap shall measure 5" inches wide at the top and flare to 5 1/8" inches wide across the bottom and 2 ¼" deep.

Flaps shall be formed of two plies of shirt material and interlined (see trimmings for material). Top ply, bottom ply and interlining are first stitched together then turned and topstitched ¼" inch off the edge.

Top edge of the flaps shall have two rows of stitching 1/16" inch and ¼" inch from edge. Flaps shall be centered over pocket with top edge of flap ½" inch above pocket. One vertical buttonhole in each flap centered 3/8" inch from lower edge of flap.

Velcro loop fasteners ¾" inch long by ½" wide to be placed on the underside of each pocket flap edge to correspond with Velcro hook fasteners on pockets. The flaps when closed shall be smooth and without any distortion.

NAME PLATE

The right pocket flap shall have two eyelets extending through the flap to accommodate name bar posts. The eyelets shall be centered horizontally on the buttonhole; both eyelets shall be situated 5/8" inches below the top of the pocket flap and shall be 1 5/8" inches apart. Eyelets shall be formed with a buttonhole type stitch and shall be round with overall diameter (including stitching) to be ¼" inch. Purling to be on the outside of the pocket flap.

**BADGE
REINFORCEMENT**

A badge sling shall be made of one piece of shirt material with an overcasting stitch. Finished sling shall measure approximately 1 ¾" inches wide and shall be stitched on each side. Badge sling shall be placed inside of the left front shirt panel and shall be sewn into shoulder seam and left front pocket flap when flap is attached to shirtfront. Sling shall have two eyelets extending through shirt front and centered over pocket; one eyelet to be ¾" inches above the pocket flap and the second eyelet 1 ½" inches directly above the first eyelet. Eyelets shall be formed with a buttonhole type stitch and shall be made round with overall diameter (including stitching) to be ¼" inch. Purling to be on the outside of the garment.

BACK

Yoke across back shall be of two plies of the basic cloth and shall extend from armhole to armhole into shoulder seams and collar seam. Depth of yoke at armhole, from shoulder seam to bottom of yoke, shall measure 3 ¼" inch and at the center of the back from collar stand to bottom of yoke shall measure 3" inches. Join yoke to shoulder and across back topstitch yoke 1/16" inch off the edge.

Pleats: Two pleats below yoke, one on each side of the back panel turned toward the armhole. Each pleat shall be ¾" inch in depth and shall be 2" inches from armhole seam. Depth of pleat to be measured by inserting a ruler into the pleat fold; which is to have the overlapping pleat fold come to the ¾" inch mark on the ruler.

Men's Finished tail length:

Sizes 14-1/2, 15, 15-1/2	Length to finish 31-1/2" inches long
Sizes 16, 16-1/2	Length to finish 33" inches long
Sizes 17 and up	Length to finish 34-1/2" inches long

Women's Finished tail length:

Finished tail length to be 29" inches long on all sizes.

SLEEVES

The sleeves shall be carefully set to avoid twisting and puckering. Underarm seams to be in alignment with the side seams.

Men's Short Sleeve Shirts: Inseam length of sleeve on men's shirts to be 7-1/2" inches finished. Outside length of sleeve to be 10-1/4" inches finished from the shoulder seam.

Women's Short Sleeve Shirts: Inseam length of sleeve on women's shirts to be 7" inches finished. Outside length of sleeve to be 9-1/2" inches finished from the shoulder seam.

Men's and Women's sleeves to have a 1" inch hem turned under with the raw edge turned under ¼" inch to be sewn with one row of stitching 1" inch from the bottom of the sleeve.

Long Sleeve Shirts: There shall be a ½" inch deep pleat 1" inch from the edge of the cuff. Depth of pleat to be measured by inserting a ruler into the pleat fold; which is to have the overlapping pleat fold come to the ½" inch mark on the ruler.

SLEEVE PLACKET

Men's Shirts: Placket shall be 6 ½" inches long finished and shall be 1 ¼" inches wide point blocked. Placket opening shall be approximately 4 ½" inches.

Women's Shirts: Placket shall be 5 ½" inches long finished and shall be 1 ¼" inches wide point blocked. Placket opening shall be approximately 3 ½" inches.

Placket shall have one vertical buttonhole centered on the length of the placket opening. There shall be a matching button sewn on the edge of the sleeve opening. Button and buttonhole shall be in proper alignment.

Stitching over entire placket shall be 1/32" inch from the edge. Stitching to close placket vent shall be double stitched.

CUFFS

Long Sleeve Shirts: Cuffs shall be made with rounded corners. Cuffs shall measure 2-7/8" inches in depth. Cuffs shall be formed of two plies of shirt material and interlined (see trimmings for material). Top ply, bottom ply and interlinings are first stitched together then turned and topstitched ¼" off the edge.

Attach cuff to sleeve with two rows of stitching across top of cuff, first stitch to be 1/32" inch from top of cuff and the second stitch 3/8" inches from first. The second stitch shall not show through the facing. Stitching shall be uniform over entire cuff.

Cuff shall have one horizontal buttonhole centered on the cuff approximately ½" inch from edge of cuff. There shall be a matching button sewn on the edge of the cuff. Button and buttonhole shall be in proper alignment.

Men's Finished Cuff Size:

Size 14 thru 15 to finish 10-1/4" inches

Size 15-1/2 thru 16 to finish 10-1/2" inches

Size 16-1/2 thru 17 to finish 10-3/4" inches

Size 17-1/2 and up to finish 11" inches

Women's Finished Cuff Size:

Size 13-1/2 to finish 9" inches

Size 14 to finish 9-1/4" inches

Size 14-1/2 to finish 9-1/2" inches

SHOULDER INSIGNIA

The Michigan State Police shall furnish two shoulder insignia per shirt. One to be sewn on each shirt sleeve, the top of which shall be as near the armhole seam as possible but shall not be sewn into the seam, approximately ¼" inch from shoulder seam. The patches shall be centered for best appearance.

Insignia shall be attached to the shirt with a matching yellow colored thread.

COLLAR

Shirts shall have a stayed collar. Collar shall be formed of two plies of shirt material and shall be interlined (see trimmings for linings). Under ply of collar shall have stay pockets formed and shall be attached to the upper ply of the collar material and shall be seamed and turned. Collar shall be single stitched ¼" inch from the edge.

Men's collar points shall finish 3" inches in length.

Women's collar points shall finish 2 ¾" inches in length.

Width of the collar shall be 1 5/8" inches at the center back. The collar shall have a ¼" inch to 3/8" inch tie space opening.

Collar size tolerance shall not be more than 1/8" inch over specified size ordered. Size is not to be less than size ordered.

COLLAR STAND

Collar stand shall be formed of one outer ply of shirt material, interlined with interlining material and finished with an outer lining of rayon twill material (see trimmings for materials). Collar stand shall be made 1 ¼" inches wide at the center back. Attach stand and interlining to the collar with a single row of stitching. Attach stand to the yoke and fronts by a single row of stitching. Finish stand by attaching rayon lining to yoke and fronts with a single row of stitching. Reinforce stand with two single stitching ¼" inch apart through approximate center of stand.

SHOULDER STRAPS

There shall be a shoulder strap centered over each shoulder. Strap shall be formed of two plies of shirt material and interlined (see trimmings for materials). Top ply, bottom ply and interlinings are first stitched together then turned and topstitched ¼" off the edge.

Men's shirts: Straps at the armhole seam shall be 2 ¼" inches in width and approximately 6 ¼" inches long. Straps shall be cross-stitched approximately 2 ¼" inches.

Women's shirts: Straps at the armhole seam shall be 2" inches in width and approximately 4 ½" inches long. Straps shall be cross-stitched approximately 2" inches.

Point of the strap to extend to within 3/8" inches of the collar stand. Shoulder straps shall have one buttonhole centered 1/2" inch from the end of the strap to align with the sewn button on the shoulder of the shirt. Shoulder straps to be set on the yoke with the leading topstitch conforming with the front joining seam.

SEAMS

Armhole seams, side seams and underarm sleeve seams are to be sewn together with a plain seam and edges overcast together to prevent raveling. Flat felled or welt seams are unacceptable.

STITCHINGS

All sewing throughout the garment shall have 16 stitches per inch, plus or minus 2 stitches.

BUTTONHOLES

Buttonholes shall be 9/16" inches ling, clean cut, well made and correctly positioned. The stitching shall be securely caught in the fabric with the purling on the outside.

MISCELLANEOUS

Finish the bottom hem by turning the fabric and single stitch 1/4" inch from the edge. All raw edges shall be turned under when stitched.

MEASUREMENTS

Finished shirt measurements will be provide by the Michigan State Patrol by body type and commodity number and will be measured in the following manner:

Collar measurement taken from the center of the collar button to the front end of the buttonhole with the collar in the flat position.

Sleeve length measurement shall be taken from the center back at the stand yoke seam diagonally across the back to the lower edge of the back yoke and down the sleeve to the bottom edge of the cuff.

One half-chest measurement is taken from the folded edge to the folded edge at the base of the armhole with the shirt fully buttoned.

Waist measurement is taken from the folded edge to the folded edge at the waistline with the shirt fully buttoned.

Back length measurement is taken at the center back from the stand yoke seam to the bottom edge of the shirt.

LABELS**Each shirt to have the following labels:**

Yoke Labels: Each shirt shall have a Flying Cross Distinguished Service, Dry Clean Only yoke label with an officer's label sewn directly below this label and centered in the yoke. The officer's label shall provide space for the Officer's Name; Size; MSP Commodity Number and shall state MADE IN THE USA and include manufacturing date. The label must also show a bar code that is the 12 character UPC code assigned by the Uniform Code Council (UCC) or be compatible with the Michigan State Police system.

**WORKMANSHIP AND
GENERAL APPEARANCE**

The finished garment shall conform to the quality of the product established by this specification. Collar, shirt fronts, cuffs, pockets, pocket flaps, plait, plackets, shoulder straps and shirt in general shall be neatly formed and finished with no unsightly puckers, wrinkles, gathers, etc.
All stains and loose thread ends are to be removed.

**COUNTRY OF
MANUFACTURE**

Union Made in the U.S.A.

PACKAGING

Finished shirts are to be military pressed and folded with one shirt per plastic bag. No pins, cardboard, or plastic butterflies at the neck are to be used in packaging. Shirts are to be conveniently boxed in storage boxes with only one size per box. Storage boxes shall be cut to fit two boxes in a space that measures 24" deep, 36" wide, and 12" high.

Each storage box is to be labeled on the end with the following information:

- Uniform Shirt
- Color
- Size
- MSP Commodity Number
- Quantity
- Year of Manufacture
- Purchase Order Number
- One (1) MSP Bar Code Label to be supplied by MSP at time of order.

MINIMUM ORDER

10 Shirts- Assorted styles, sizes and colors

PRODUCT DELIVERY

90 to 135 days ARO

**PRE-PRODUCTION
SAMPLES**

Prior to receiving the first order, the vendor must supply pre-production samples to the Department of the State Police. These samples are to include 8 shirts: Four dark blue men's and women's, long and short sleeve and four light blue men's and women's, long and short sleeve. Michigan State Police will determine sizes. It is mandatory that the material and color are as specified in this document.

**INVENTORY OF SHIRT
FABRIC**

Vendor shall stock 700 yards of Light Blue Shirt fabric and 1500 yards of Dark Blue Shirt fabric.

MEN'S DARK BLUE LONG SLEEVE SHIRT SIZES

Commodity Number	Neck Size	Sleeve Length	Chest	Waist
4423-7408	14 ½ M	32	45	38
4423-7410	14 ½ M	33	45	38
4423-7412	14 ½ M	34	45	38
4423-7413	14 ½ L	32	47	40
4423-7414	14 ½ L	33	47	40
4423-7415	14 ½ L	34	47	40
4423-7427	15 M	32	44	37
4423-7428	15 M	33	44	37
4423-7430	15 M	34	44	37
4423-7432	15 M	35	44	37
4423-7433	15 M	36	44	37
4423-7434	15 L	32	46	39
4423-7436	15 L	33	46	39
4423-7438	15 L	34	46	39
4423-7440	15 L	35	46	39
4423-7442	15 L	36	46	39
4423-7444	15 L	37	46	39
4423-7458	15 ½ M	32	46	38
4423-7460	15 ½ M	33	46	38
4423-7462	15 ½ M	34	46	38
4423-7464	15 ½ M	35	46	38
4423-7466	15 ½ M	36	46	38
4423-7467	15 ½ M	37	46	38
4423-7468	15 ½ L	32	48	41
4423-7470	15 ½ L	33	48	41
4423-7472	15 ½ L	34	48	41
4423-7474	15 ½ L	35	48	41
4423-7476	15 ½ L	36	48	41
4423-7492	16 M	32	47	41
4423-7494	16 M	33	47	41
4423-7496	16 M	34	47	41
4423-7498	16 M	35	47	41
4423-7500	16 M	36	47	41
4423-7501	16 M	37	47	41
4423-7502	16 L	32	49	43
4423-7504	16 L	33	49	43
4423-7506	16 L	34	49	43
4423-7508	16 L	35	49	43

MEN'S DARK BLUE LONG SLEEVE SHIRT SIZES (CONT.)

Commodity Number	Neck Size	Sleeve Length	Chest	Waist
4423-7510	16 L	36	49	43
4423-7526	16 ½ M	32	49	42
4423-7528	16 ½ M	33	49	42
4423-7530	16 ½ M	34	49	42
4423-7532	16 ½ M	35	49	42
4423-7534	16 ½ M	36	49	42
4423-7536	16 ½ M	37	49	42
4423-7538	16 ½ L	32	51	44
4423-7540	16 ½ L	33	51	44
4423-7542	16 ½ L	34	51	44
4423-7544	16 ½ L	35	51	44
4423-7546	16 ½ L	36	51	44
4423-7548	16 ½ L	37	51	44
4423-7564	17 M	32	51	44
4423-7565	17 M	33	51	44
4423-7566	17 M	34	51	44
4423-7568	17 M	35	51	44
4423-7570	17 M	36	51	44
4423-7572	17 M	37	51	44
4423-7574	17 L	33	52	45
4423-7576	17 L	34	52	45
4423-7578	17 L	35	52	45
4423-7580	17 L	36	52	45
4423-7582	17 L	37	52	45
4423-7596	17 ½ M	33	52	46
4423-7598	17 ½ M	34	52	46
4423-7600	17 ½ M	35	52	46
4423-7602	17 ½ M	36	52	46
4423-7604	17 ½ M	37	52	46
4423-7606	17 ½ L	33	54	49
4423-7608	17 ½ L	34	54	49
4423-7609	17 ½ L	35	54	49
4423-7610	17 ½ L	36	54	49
4423-7612	17 ½ L	37	54	49
4423-7626	18 M	33	56	51
4423-7628	18 M	34	56	51
4423-7630	18 M	35	56	51
4423-7632	18 M	36	56	51
4423-7634	18 M	37	56	51
4423-7636	18 L	33	58	53
4423-7638	18 L	34	58	53
4423-7640	18 L	35	58	53
4423-7642	18 L	36	58	53
4423-7644	18 L	37	58	53
4423-7656	18 ½ M	33	59	54
4423-7658	18 ½ M	34	59	54
4423-7660	18 ½ M	35	59	54
4423-7662	18 ½ M	36	59	54
4423-7664	18 ½ M	37	59	54
4423-7666	Special	Order	Sizes	

MEN'S DARK BLUE SHORT SLEEVE SHIRT SIZES

Commodity Number	Size	Chest	Waist
4423-7752	14 ½ M	45	38
4423-7753	14 ½ M	46	39
4423-7755	15 M	44	37
4423-7756	15 L	46	39
4423-7758	15 ½ M	46	38
4423-7759	15 ½ L	48	41
4423-7761	16 M	47	41
4423-7762	16 L	49	43
4423-7764	16 ½ M	49	42
4423-7765	16 ½ L	51	44
4423-7767	17 M	51	44
4423-7768	17 L	52	45
4423-7770	17 ½ M	52	46
4423-7771	17 ½ L	54	49
4423-7772	18 S	54	49
4423-7773	18 M	56	51
4423-7774	18 L	58	53
4423-7776	18 ½ M	59	54
4423-7777	Special	Order	Sizes

MEN'S LIGHT BLUE LONG SLEEVE SHIRT SIZES

Commodity Number	Neck Size	Sleeve Length	Chest	Waist
4423-7398	14 L	33	45	38
4423-7349	14 ½ L	32	46	39
4423-7350	14 ½ L	33	46	39
4423-7351	14 ½ L	34	46	39
4423-7352	15 L	32	47	40
4423-7353	15 L	33	47	40
4423-7354	15 L	34	47	40
4423-7355	15 L	35	47	40
4423-7356	15 L	36	47	40
4423-7357	15 ½ L	32	48	41
4423-7358	15 ½ L	33	48	41
4423-7359	15 ½ L	34	48	41
4423-7360	15 ½ L	35	48	41
4423-7361	15 ½ L	36	48	41
4423-7362	15 ½ L	37	48	41
4423-7363	16 L	32	49	43
4423-7364	16 L	33	49	43
4423-7365	16 L	34	49	43
4423-7366	16 L	35	49	43
4423-7367	16 L	36	49	43
4423-7368	16 L	37	49	43
4423-7369	16 ½ L	32	51	44
4423-7370	16 ½ L	33	51	44
4423-7371	16 ½ L	34	51	44
4423-7372	16 ½ L	35	51	44
4423-7373	16 ½ L	36	51	44
4423-7374	16 ½ L	37	51	44
4423-7375	17 L	32	53	46
4423-7376	17 L	33	53	46
4423-7377	17 L	34	53	46
4423-7378	17 L	35	53	46
4423-7379	17 L	36	53	46
4423-7380	17 L	37	53	46
4423-7381	17 ½ L	33	54	49
4423-7382	17 ½ L	34	54	49
4423-7383	17 ½ L	35	54	49
4423-7384	17 ½ L	36	54	49

MEN'S LIGHT BLUE LONG SLEEVE SHIRT SIZES (CONT.)

Commodity Number	Neck Size	Sleeve Length	Chest	Waist
4423-7385	17 ½ L	37	54	49
4423-7386	18 L	33	58	53
4423-7387	18 L	34	58	53
4423-7388	18 L	35	58	53
4423-7389	18 L	36	58	53
4423-7390	18 L	37	58	53
4423-7391	18 ½ L	33	61	56
4423-7392	18 ½ L	34	61	56
4423-7393	18 ½ L	35	61	56
4423-7394	18 ½ L	36	61	56
4423-7395	18 ½ L	37	61	56
4423-7396	19 L	36		
4423-7397	19 L	39		
4423-7398	19 ½ L	37		
4423-7399	19 ½ L	39		
4423-7400	20 L	37		
4423-7401	21 L	39		
4423-7399	Special	Order	Sizes	

MEN'S LIGHT BLUE SHORT SLEEVE SHIRT SIZES

Commodity Number	Size	Chest	Waist
4423-7309	14 L	46	39
4423-7310	14 ½ L	46	39
4423-7312	15 L	47	40
4423-7314	15 ½ L	48	41
4423-7316	16 L	49	43
4423-7318	16 ½ L	51	44
4423-7320	17 L	53	46
4423-7322	17 ½ L	54	49
4423-7324	18 L	58	53
4423-7326	18 ½ L	61	56
4423-7319	19 L		
4423-7321	19 ½ L		
4423-7323	20 L		
4423-7325	20 ½ L		
4423-7327	21L		
4423-7327	Special	Order	Sizes

WOMEN'S DARK BLUE LONG SLEEVE SHIRT SIZES

Commodity Number	Size	Bust	Waist
4423-7868	13 ½ - 30 M	39	34
4423-7870	13 ½ - 31M	39	34
4423-7872	13 ½ - 32 M	39	34
4423-7873	13 ½ - 33 M	39	34
4423-7874	13 ½ - 30 L	41	36
4423-7876	13 ½ - 31 L	41	36
4423-7878	13 ½ - 32 L	41	36
4423-7879	13 ½ - 33 L	41	36
4423-7890	14 – 30 M	39	34
4423-7892	14 – 31 M	39	34
4423-7894	14 – 32 M	39	34
4423-7896	14 – 33 M	39	34
4423-7898	14 – 30 L	41	36
4423-7900	14 – 31 L	41	36
4423-7902	14 – 32 L	41	36
4423-7904	14 – 33 L	41	36
4423-7916	14 ½ - 30 M	45	38
4423-7918	14 ½ - 31 M	45	38
4423-7920	14 ½ - 32 M	45	38

WOMEN'S DARK BLUE LONG SLEEVE SHIRT SIZES (CONT.)

4423-7922	14 ½ - 33 M	45	38
4423-7924	14 ½ - 30 L	46	39
4423-7926	14 ½ - 31 L	46	39
4423-7928	14 ½ - 32 L	46	39
4423-7930	14 ½ - 33 L	46	39
4423-7932	Special	Order	Sizes

WOMEN'S DARK BLUE SHORT SLEEVE SHIRT SIZES

Commodity Number	Size	Bust	Waist
4423-7782	13 ½ M	39	34
4423-7783	13 ½ L	41	36
4423-7785	14 M	39	34
4423-7786	14 L	41	36
4423-7788	14 ½ M	45	38
4423-7789	14 ½ L	46	39
4423-7790	Special	Order	Sizes

WOMEN'S LIGHT BLUE LONG SLEEVE SHIRT SIZES

Commodity Number	Size	Bust	Sleeve	Waist
4423-7328	30	40	31 ½	34
4423-7330	32	42	31	36
4423-7332	34	44	32	38
4423-7334	36	46	32 ½	40
4423-7336	38	48	32 ½	42
4423-7338	40	50	32 ½	44
4423-7340	42	52	32 ½	46
4423-7342	44	54	32 ½	48
4423-7344	46	56	32 ½	50
4423-7346	48	58	33	52
4423-7347	50	60	33	54
4423-7348	Special	Order	Sizes	

WOMEN'S LIGHT BLUE SHORT SLEEVE SHIRT SIZES

Commodity Number	Size	Bust	Waist
4423-7278	30	40	34
4423-7280	32	42	36
4423-7282	34	44	38
4423-7284	36	46	40
4423-7286	38	48	42
4423-7288	40	50	44
4423-7290	42	52	46
4423-7292	44	54	48
4423-7294	46	56	50
4423-7296	48	58	52
4423-7298	50	60	54
4423-7299	Special	Order	Sizes

MSP SUMMER UNIFORM TROUSERS**BASIC MATERIAL**

Fiber Content: 55% Polyester/45% Worsted Wool
 Style: Raeford Style ProBlend 521
 Shade: Michigan State Police Blue #4818
 Weave: Gabardine 2 ply warp and filling
 Weight: 11 – 11.5 oz. per linear yard
 Breaking Strength: 150 pounds in the warp. 80 pounds in the filling.
 Construction: 112 ends per inch. 55 picks per inch.

Fiber Length: 3 - 3 1/2 inches average minimum (worsted wool)/ 3 inches average minimum (polyester)

NOTE: Mill identification mark must appear on reverse side of this material not less than six times per linear yard. **Any trousers not so marked will be rejected.** Fabric to be cold water shrunk or stabilized before cutting.

TRIMMINGS

Zipper: Y. K. K. Brass #579 size 04 or Talon, Inc. Style #260, size 05 with brass metal and flat top locking slider.

Waistband: Snugtex non-skid, Everlastic, Inc., New York City, or equal by other producers, 3/4" wide.

Waistband Interlining: Stretch Ban-Rol canvas or approved alternate.

Buttons: 22 line, 4 hole, color to match basic material.

Pocketing: 150 Denier, tinsel strength 70 lb. warp/155 lb. fill. Dark Blue Polystar 164. 70% polyester/30% cotton.

Fly Interlining: Silesia, gray – 2.9 oz. per square yard count 78 x 64 (+/- 2).

Curtain and Lining Material: 70% polyester, 30% cotton, weight 2.9 oz., minimum thread count 78 x 64, color black.

Edge Tape: 3/8" tape, blue-gray color to match trouser material, to be good grade, and must be preshrunk or stabilized.

Side Stripe: Raeford fabric style 3930-610, P.F., 11 1/2 - 12 ounce, 80% Dacron and 20% wool. Material is to be cold water shrunk or stabilized.

Hook and Eye Closing Device: Hookflex Corporation, style #5897-1/2 and 5894-1/2 or equal.

Thread: Best quality Dacron thread; size A, A. H. Rice Company, shade #1554 cadet gray or equal. Best quality Dacron thread, size A, color black, for side stripe.

STYLE

Without cuffs, similar to that worn by United States Army officers.

**MEASUREMENT
TOLERANCES**

There shall be no measurement tolerances allowed where the specification is stating an exact measurement. In other areas of the specification, the following measurement tolerances will be allowed:

<u>Specified Length</u>	<u>Tolerance</u>
1/2 - 2 inches	+/- 1/8 inch
+ 2 – 20 inches	+/- 1/4 inch
+ 20 + inches	+/- 1/2 inch

**MANUFACTURING
REQUIREMENTS**

All trousers must be manufactured using an automated computerized cutting system to ensure consistency of fit and perfection of all components as well as dimensions of finished garments.

Darts:

(Men's): There are to be two darts, one in each of the back panels; the darts shall be carefully tapered off. The lower end of the dart shall be securely tacked and finished at the top edge of the hip pocket opening. Dart is not to extend through the pocket.

(Women's): There are to be four darts, two in each of the back panels; the darts shall be carefully tapered off. The lower end of the dart shall be securely tacked and finished at the top edge of the hip pocket opening. Darts are to extend through the pocket. There are to be two darts, one in each of the front panels. The darts shall be carefully tapered off and finished 4 ½" long from waistband seam.

Crotch Lining:

There shall be stitched on the foreparts and back parts at the crotch, a folded triangular crotch lining piece of double thickness lining material (see Trimmings – Curtain & Lining Material).

Pockets:

Two ½ top side pockets, two hip pockets, and one utility pocket. All pocket edges and facings shall be finished smooth and flat, without distortion.

Side Pocket:

Styles ½ top opening – 7" finished size opening. Stitch pocket welt ¼" from edge, parallel to the entire edge. Pocketing to be sewn into waistband seam, and to be 13" deep from waistband seam (finished), 7 ½" wide across the finished pocket at the lower end of pocket opening. Pocket facing shall extend into the pocket not less than 1 ½" the entire length of the pocket. The facing shall be double stitched to the pocket. Side pockets must have edge tape sewn into the pocket welt, to prevent gaping or stretching of the pocket opening.

Gun Pocket:

To be made of pocketing material (see Trimmings). Cut as shown in attached diagram, **Gun Pocket Diagram**, all edges to be machine serged or turned to prevent material from raveling. Gun pocket to be set in the left and right front pockets (see detailed drawing for right pocket).

Hip Pockets:

Two double welt pockets. Length of opening shall be 5 ½". Double welt shall not be more than ¼" finished. Button down tab over the left pocket only. Position of pocket shall be ¾" to 1" from back edge of side stripe, 3" below and parallel with waistline seam. Pocketing shall extend and be sewn into waistband. Depth of pocket from opening shall be 6". Width of pocketing shall be 7".

Hip Pocket Tabs:

See drawing for actual size dimensions. To be formed with one ply of basic material and to be baked with pocketing material. Lining and fabric to be sewn together and turned, forming a good finished appearance; then buttonhole is to be made. Tab to be finished plain.

Utility Pockets:

(Men's): One utility pocket on the right back panel to have a 3" opening and set approximately ¾" to 1" from the back edge of side stripe; and to be set 3" below the right hip pocket. The right edge of the utility pocket and the right edge of the right hip pocket are to be exactly the same distance from the side stripe. The utility pocket is to be 8" deep, and the width of the pocketing shall be approximately 4 ½" wide. The utility pocket welt is to be constructed the same as described for hip pockets.

(Women's): One utility pocket on the right back panel to have a 3" opening and set 3" below the right hip pocket. The right edge of the utility pocket and the right edge of the right hip pocket are to be vertically aligned. The utility pocket is to be 8" deep, and the width of the pocketing shall be approximately 4 ½" wide. The utility pocket welt is to be constructed the same as described for hip.

Finish all pocketing by turning in the raw edges and stitching.

SEAMS – GENERAL: All side seams, inseams, seat seam, and waist seam are to be pressed open. Seat seams and inseam are to be chain stitched. Seat seam is to be double chain stitched. Inseams are to be chain stitched from the crotch to the knee. The seat seam outlet is to be tapered from the crotch to the waist. There is to be sufficient material to allow from 1" outlet at the crotch to 3" outlet at the waist.

Outside Seam:

One row 1 ½" wide, side stripe material, to be set into the waistband and extend to the bottom of each leg (see Trimmings). Side stripe is to have edges turned under and shall have one row of stitching on each side of stripe, black color thread to be used. The side stripe is to cover the entire outseam. The front edge of the side stripe from the waistband to the junction of the front pocket opening is to overlap the side seam by 1/8". From the pocket opening junction to the bottom of the trousers, the side stripe is to be gradually centered over the outseam. The side stripe shall be evenly stitched without pleats and puckers and finished smooth and flat without a ripple or wavy appearance.

Belt Loops:

Seven loops to be 1" wide and finished to 3" long. Two to be directly forward of the front pocket, two to be set next to and forward of the side stripe, two to be set with a space clearance of 5" from the loops forward of the side stripe, one loop centered in the back. Belt loops to be formed of double thickness of pant material (lined with an interfacing material), seamed and turned, with the seam pressed open. Seam to be centered on the underside of the belt loops and stitched lengthwise ¼" from each edge. Top edge of each belt loop is to be set into the top seam of the waistband, with the exception of the center back loop.

Waistband:

The waistband shall be made of the basic material and shall be 2" in width finished. All waistbands shall be cut in the warp direction of the material. The curtain shall be made of Dark Blue Polystar 164 material and interlined with a good grade of buckram. Waistband lining is to be made with ¾" Snugtex or equal. Waistband shall be made in accordance with the Brown construction method (see Trimmings).

The top portion of the inside of the waistband is to consist of the same fabric as used for pocketing (70% polyester 30% cotton – minimum 80 x 62 [+/- 2 count]). The fabric is to be cut on the bias for the maximum comfort. To be 1 7/8" wide and to finish 1 1/8" wide after construction.

Upper waistband curtain to be inner lined with stretch Ban-Rol or approved alternate canvas. This canvas fabric consists of a warp of 47 ends of texturized nylon and a fill of 34 ends of 750 denier polyester monofilament. The woven fabric is coated with latex, which completely encapsulates all yarns. This finish canvas fabric weights 12.0 oz/sq.yd. This canvas will be cut 1 ½" wide with the monofilaments running vertically and have 10% stretch.

The bottom portion of the waistband curtain will be a blend of 32% nylon, 38% polyester, 18% rubber (3) strands, 11% lycra, and 1% acrylic woven 1 7/8" wide and to finish 1 3/8" wide. To have a minimum of 40% stretch characteristics or equal.

Waistband to trouser seam to be pressed open and stitched through trousers, pockets and lining 1/16" below the waistband seam.

Finished Appearance:

The waistband should be sewn flat, smooth, without fullness, without gathers or pleats. Stitching is to be evenly done. Waistband lining shall not be visible to the finished side.

Trouser Fly:

To be zipper-type opening. Zipper openings from lower edge of waistband to bottom of fly shall be not less than 7 ¾" for a waist size 14 and shall be scaled longer or shorter in proportion to trouser sizes. The zipper is to be sewn onto the left part of fly so that the edge of the left fly shall cover the entire length of the zipper by ¾". When the zipper is closed, no part of the zipper or zipper backing material shall be visible. Zipper is to be set so there is no gap at the top or the bottom of the fly.

Waist Closing:

Trousers are to be closed at the waistband by a hook and eye device. Hook to be placed inside left side of waistband, ½" from the edge and centered. Eye to be placed on right end of waistband, finished side, and to be properly aligned with the hook and zipper.

Hook and Eye device shall be:

Hook – Approx. 3/8" x 5/8"; Eye – Approximately 3/8" x 1/8". To be good quality stainless spring steel material (see Trimmings – Hook & Eye Closing Device.)

Women's Only: The waistband closure shall be accomplished with crush-proof hook and eye. The hook and eye shall be reinforced with stays made of non-woven fabric that are anchored by the topstitching for the fly facing and curtain. The topstitching must be to the top of the waistband. The waistband must be topstitched 1/16" below the waistband seam for added strength.

French Tab and Button:

There shall be an inside button attached to the bottom of waistband curtain on the left side of the waistband, 22 line button. A "French Tab," with a horizontal buttonhole, constructed from two plies of the basic material, sewn together and sewn into the right fly seam, to be properly aligned with the button. Tab to measure approximately 2 1/4" wide at fly seam and 2 1/2" long tapered.

Finished Appearance:

The top corner of the right fly shall be neatly and completely forced out to present a smooth appearance. Care shall be taken in finishing the top of the left fly to avoid bulkiness.

Perma-Press:

All trousers shall have LinTrak permanent crease in front. LinTrak will be in crease on the front seam of the trousers. No LinTrak will be applied to the back seam of the trousers.

Sewing:

All sewings throughout the trousers are to be of Dacron thread, of not less and size A. All threads are to be color fast and fade resistant. All seams are to have not less than 10, nor more than 15, stitches per inch. All exposed edges are to be serged to prevent raveling. Care shall be taken to adjust the machine tension properly for all sewings throughout the garment.

Buttons:

Buttons are to be securely machine sewn having approximately 16 stitches per button, with the ends of the thread tacked off.

Bartacking:

All pockets shall be bartacked at the ends of openings. The fly shall be bartacked at the base of the fly at the junction of the crotch seam and fly. All bartacks shall be made by machine and shall be 1/4" to 3/8" long. Bartacks to be made to present good finished appearance. All bartacks shall be formed with A.H. Rice Company shade #1554 cadet gray Dacron thread, size A.

General Finished Appearance:

All finished garments are to be neatly pressed. There are to be no wrinkles or unsightly gathers, etc. All thread ends shall be removed.

Sizes:

(Men's): Trousers are to be made in Michigan State Police stock sizes and in "made-to-measure" sizes, as supplied by the Michigan State Police. Please refer to attached table, **Men's Summer Trousers - Sizes and Measurements.**

(Women's): Trousers are to be made in Michigan State Police stock sizes and in "made-to-measure" sizes, as supplied by the Michigan State Police. Stock sizes shall be as follows:

Size	2	4	6	8	10	12	14	16	18	20	22	24	26	28	30
Waist	28	29	30	31	32	34	36	38	40	42	44	46	48	50	52
Hip	37	38	39	40	41	43	45	47	49	51	53	55	57	59	61

Labels: Each garment shall have a cloth label, 3" long x 2" wide, sewn to the back of the left front pocket near the waistband. Label shall show vendor's name, date furnished, and size of the garment. Label lettering is to be of permanent ink, to last the life of the garment. Label must indicate origin of manufacture. Label must show a bar code that is the 12 character UPC code assigned by the Uniform Code Council (UCC) or be compatible with the Michigan State Police system. **Each garment to have a paper size marker, tacked lightly to the outside of the waistband.**

**COUNTRY OF
MANUFACTURE**

Union Made in the U.S.A.

PACKAGING

Finished trousers shall be conveniently boxed with no more than eight (8) trousers per box and only one (1) size per box. Boxes shall be die cut, measuring 23" long, 16" wide, 4" high. Each box shall be labeled on the end with the following information:

1. Summer Trousers, Men's or Women's
2. Size
3. MSP Commodity Number
4. Year of Manufacture
5. Purchase Order Number
6. Quantity

Storage boxes may be packaged in any quantity convenient for shipping.

All boxed shirts shall be conveniently cartoned and each carton containing the storage boxes shall be labeled with the following information:

1. Number of shirts or trousers contained in carton
2. MSP Commodity Number
3. Purchase Order Number (State of Michigan)

MINIMUM ORDER

50 (Pairs) Trousers - assorted styles and sizes

PRODUCT DELIVERY

90 to 135 days ARO

**INVENTORY OF
SUMMER TROUSER
FABRIC**

Vendor shall stock 2000 yards of summer trouser fabric (combined yards for both men's and women's).

The trouser manufacturer shall be required to carry in inventory sufficient fabric to manufacture a minimum of 1000 pairs of men's and 700 pairs of women's Michigan State Police trousers. Approximately one hundred and twenty (120) days prior to the expiration of the contract, the trouser manufacturer/vendor shall contact MSP, and advise them of the amount of trouser material on hand. At that time MSP, at their discretion, may either place an order for trousers to utilize the remaining material or purchase the material at the cost paid by the trouser manufacturer.

SAMPLES**Pre-Production Samples:**

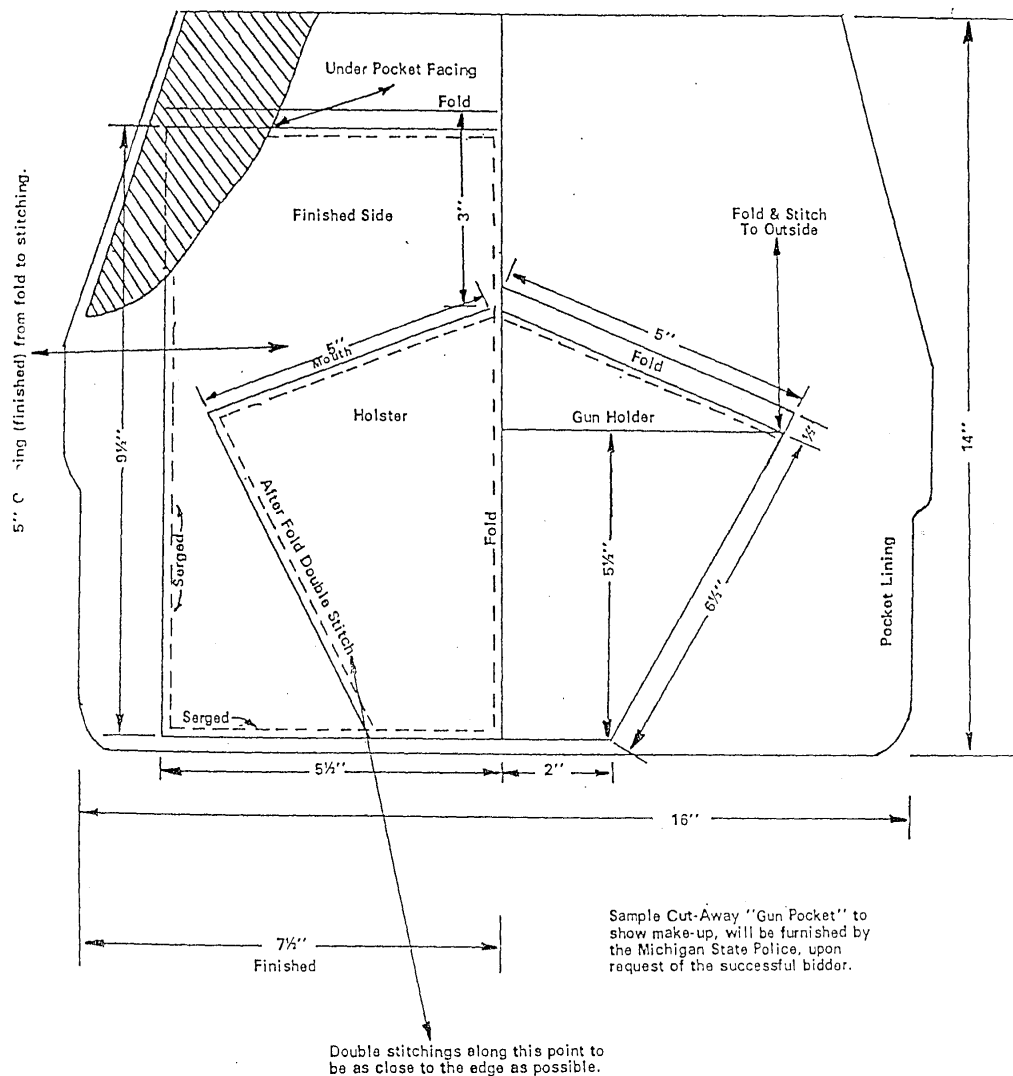
Upon contract being executed, the Contractor must supply ten pre-production samples within 30 days. Sizes will be determined by the MSP. **It is mandatory that the material and color be as specified in this document.**

Production Samples:

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

The MSP will maintain one set of trousers of various sizes from the first approved shipment. This will be considered the master pattern and be used as part of the approval process. Variance from this master pattern can result in the order being refused. Pattern changes shall not be made without departmental approval.

GUN POCKET DIAGRAM



MICHIGAN STATE POLICE
MEN'S SUMMER TROUSERS – SIZES AND MEASUREMENTS

COMM NO.	SIZE	OUTSEAM	INSEAM	RISE	WAIST	FIN. SEAM	KNEE	BOTTOM
4423-8801	26S	46 ½	37	9 ½	26	35	18	17
4423-8802	26R	47	37	10	26	35	18	17
4423-8805	28S	46 ¾	37	9 ¾	28	37	18 ¾	17 ¼
4423-8806	28R	47 ¼	37	10 ¼	28	37	18 ¾	17 ¼
4423-8810	29S	48 7/8	37	9 7/8	29	38	19 1/8	17 3/8
4423-8811	29R	47 3/8	37	10 3/8	29	38	19 1/8	17 3/8
4423-8815	30S	47	37	10	30	39	19 ½	17 ½
4423-8816	30R	47 ½	37	10 ½	30	39	19 ½	17 ½
4423-8820	31S	47-1/8	37	10 1/8	31	40	19 7/8	17 5/8
4423-8821	31R	47 5/8	37	10 5/8	31	40	19 7/8	17 5/8
4423-8825	32S	47 ¼	37	10 ¼	32	41	20 ¼	17 ¾
4423-8826	32R	47 ¾	37	10 ¾	32	41	20 ¼	17 ¾
4423-8830	33S	47 3/8	37	10 3/8	33	42	20 5/8	17 7/8
4423-8831	33R	47 7/8	37	10 7/8	33	42	20 5/8	17 7/8
4423-8835	34S	47 ½	37	10 ½	34	43	21	18
4423-8836	34R	48	37	11	34	43	21	18
4423-8845	36S	47 ¾	37	10 ¾	36	45	21 ¾	18 ¼
4423-8846	36R	48 ½	37	11 ¼	36	45	21 ¾	18 ¼
4423-8855	38S	48	37	11	38	47	22 ½	18 ½
4423-8856	38R	48 ½	37	11 ½	38	47	22 ½	18 ½
4423-8865	40S	48 ¼	37	11 ¼	40	49	23 ¼	18 ¾
4423-8866	40R	48 ¾	37	11 ¾	40	49	23 ¼	18 ¾
4423-8875	42S	48 ½	37	11 ½	42	51	24	19
4423-8876	42R	49	37	12	42	51	24	19
4423-8880	44S	48 ¾	37	11 ¾	44	53	24 ¾	19 ¼
4423-8881	44R	49 ¼	37	12 ¼	44	53	24 ¾	19 ¼
4423-8890	46S	49	37	12	46	55	25 ½	19 ½
4423-8891	46R	49 ½	37	12 1/1	46	55	25 ½	19 ½
4423-8895	48S	49 ¼	37	12 ¼	48	57	26 ¼	19 ¾
4423-8896	48R	49 ¾	37	12 ¾	48	57	26 ¼	19 3/4

Please note: There are no Women's Summer Trouser sizes

MSP WINTER UNIFORM TROUSERS**BASIC MATERIAL**

Fiber Content: 100% Worsted Wool
 Style: Raeford Style Naturelle 13507
 Shade: Michigan State Police Blue #240
 Weave: Elastique 2 ply warp and filling
 Weight: 19.5 – 20 oz. per linear yard
 Breaking Strength: 140 pounds in the warp. 80 pounds in the filling.
 Construction: 124 ends per inch. 80 picks per inch.
 Fiber Length: 3 - 3 1/2 inches average minimum (worsted wool)

NOTE: Mill identification mark must appear on reverse side of this material not less than six times per linear yard. **Any trousers not so marked will be rejected.** Fabric to be cold water shrunk or stabilized before cutting.

TRIMMINGS

Zipper: Y. K. K. Brass #579 size 04 or Talon, Inc. Style #260, size 05 with brass metal and flat top locking slider.

Waistband: Snugtex non-skid, Everlastic, Inc., New York City, or equal by other producers, 3/4" wide.

Waistband Interlining: Stretch Ban-Rol canvas or approved alternate.

Buttons: 22 line, 4 hole, color to match basic material.

Pocketing: 150 Denier, tinsel strength 70 lb. warp/155 lb. fill. Dark Blue Polystar 164. 70% polyester/30% cotton.

Fly Interlining: Silesia, gray – 2.9 oz. per square yard count 78 x 64 (+/- 2).

Curtain and Lining Material: 70% polyester, 30% cotton, weight 2.9 oz., minimum thread count 78 x 64, color black.

Edge Tape: 3/8" tape, blue-gray color to match trouser material, to be good grade, and must be preshrunk or stabilized.

Side Stripe: Fiber Content - 100% Worsted Wool. Style - Raeford Style Naturelle 13507. Shade – Standard Uniform Blue #96. Weight – 19.5 - 20 oz. per linear yard. Material is to be cold water shrunk or stabilized.

Hook and Eye Closing Device: Hookflex Corporation, style #5897-1/2 and 5894-1/2 or equal.

Thread: Best quality Dacron thread, size A, A. H. Rice Company, shade #1554 cadet gray or equal. Best quality Dacron thread, size A, color black, for side stripe.

STYLE

Without cuffs, similar to that worn by United States Army officers.

MEASUREMENT TOLERANCES

There shall be no measurement tolerances allowed where the specification is stating an exact measurement. In other areas of the specification, the following measurement tolerances will be allowed:

<u>Specified Length</u>	<u>Tolerance</u>
1/2 - 2 inches	+/- 1/8 inch
+ 2 – 20 inches	+/- 1/4 inch
+ 20 + inches	+/- 1/2 inch

MANUFACTURING REQUIREMENTS

All trousers must be manufactured using an automated computerized cutting system to ensure consistency of fit and perfection of all components as well as dimensions of finished garments.

Darts:

(Men's): There are to be two darts, one in each of the back panels; the darts shall be carefully tapered off. The lower end of the dart shall be securely tacked and finished at the top edge of the hip pocket opening. Darts is not to extend through the pocket.

(Women's): There are to be four darts, two in each of the back panels; the darts shall be carefully tapered off. The lower end of the dart shall be securely tacked and finished at the top edge of the hip pocket opening. Darts are to extend through the pocket. There are to be two darts, one in each of the front panels. The darts shall be carefully tapered off and finished 4 ½" long from waistband seam.

Crotch Lining: There shall be stitched on the foreparts and back parts at the crotch, a folded triangular crotch lining piece of double thickness lining material (see Trimmings – Curtain & Lining Material).

Pockets: Two ½ top side pockets, two hip pockets, and one utility pocket. All pocket edges and facings shall be finished smooth and flat, without distortion.

Side Pocket: Styles ½ top opening – 7" finished size opening. Stitch pocket welt ¼" from edge, parallel to the entire edge. Pocketing to be sewn into waistband seam, and to be 13" deep from waistband seam (finished), 7 ½" wide across the finished pocket at the lower end of pocket opening. Pocket facing shall extend into the pocket not less than 1 ½" the entire length of the pocket. The facing shall be double stitched to the pocket. Side pockets must have edge tape sewn into the pocket welt, to prevent gaping or stretching of the pocket opening.

Gun Pocket: To be made of pocketing material (see Trimmings). Cut as shown in attached drawing, all edges to be machine serged or turned to prevent material from raveling. Gun pocket to be set in the left and right front pockets (see detailed drawing for right pocket).

Hip Pockets: Two double welt pockets. Length of opening shall be 5 ½". Double welt shall not be more than ¼" finished. Button down tab over the left pocket only. Position of pocket shall be ¾" to 1" from back edge of side stripe, 3" below and parallel with waistline seam. Pocketing shall extend and be sewn into waistband. Depth of pocket from opening shall be 6". Width of pocketing shall be 7".

Utility Pocket: One utility pocket on the right back panel to have a 3" opening and set 3" below the right hip pocket. The right edge of the utility pocket and the right edge of the right hip pocket are to be vertically aligned. The utility pocket is to be 8" deep, and the width of the pocketing shall be approximately 4 ½" wide. The utility pocket welt is to be constructed the same as described for hip pockets.

Hip Pocket Tabs: See drawing for actual size dimensions. To be formed with one ply of basic material and to be backed with pocketing material. Lining and fabric to be sewn together and turned, forming a good finished appearance; then buttonhole is to be made. Tab to be finished plain.

Finish all pocketing by turning in the raw edges and stitching.

SEAMS – GENERAL: All side seams, inseams, seat seam, and waist seam are to be pressed open. Seat seams and inseam are to be chain stitched. Seat seam is to be double chain stitched. Inseams are to be chain stitched from the crotch to the knee. The seat seam outlet is to be tapered from the crotch to the waist. There is to be sufficient material to allow from 1" outlet at the crotch to 3" outlet at the waist.

Outside Seam: One row 1 ½" wide, side stripe material, to be set into the waistband and extend to the bottom of each leg (see Trimmings). Side stripe is to have edges turned under and shall have one row of stitching on each side of stripe, black color thread to be used. The side stripe is to cover the entire outseam. The front edge of the side stripe from the waistband to the junction of the front pocket opening is to overlap the side seam by 1/8". From the pocket opening junction to the bottom of the trousers, the side stripe is to be gradually centered over the outseam. The side stripe shall be evenly stitched without pleats and puckers and finished smooth and flat without a ripple or wavy appearance.

Belt Loops: Seven loops to be 1" wide and finished to 3" long. Two to be directly forward of the front pocket, two to be set next to and forward of the side stripe, two to be set with a space clearance of 5" from the loops forward of the side stripe, one loop centered in the back. Belt loops to be formed of double thickness of pant material (lined with an interfacing material), seamed and turned, with the seam pressed open. Seam to be centered on the underside of the belt loops and stitched lengthwise ¼" from each edge. Top edge of each belt loop is to be set into the top seam of the waistband, with the exception of the center back loop.

Waistband: The waistband shall be made of the basic material and shall be 2" in width finished. All waistbands shall be cut in the warp direction of the material. The curtain shall be made of Dark Blue Polystar 164 material and interlined with a good grade of buckram. Waistband lining is to be made with ¾" Snugtex or equal. Waistband shall be made in accordance with the Brown construction method (see Trimmings).

The top portion of the inside of the waistband is to consist of the same fabric as used for pocketing (70% polyester 30% cotton – minimum 80 x 62 [+/- 2 count]). The fabric is to be cut on the bias for the maximum comfort. To be 1 7/8" wide and to finish 1 1/8" wide after construction.

Upper waistband curtain to be inner lined with stretch Ban-Rol or approved alternate canvas. This canvas fabric consists of a warp of 47 ends of texturized nylon and a fill of 34 ends of 750 denier polyester monofilament. The woven fabric is coated with latex, which completely encapsulates all yarns. This finish canvas fabric weights 12.0 oz/sq.yd. This canvas will be cut 1 ½" wide with the monofilaments running vertically and have 10% stretch.

The bottom portion of the waistband curtain will be a blend of 32% nylon, 38% polyester, 18% rubber (3) strands, 11% lycra, and 1% acrylic woven 1 7/8" wide and to finish 1 3/8" wide. To have a minimum of 40% stretch characteristics or equal.

Waistband to trouser seam to be pressed open and stitched through trousers, pockets and lining 1/16" below the waistband seam.

Finished Appearance: The waistband should be sewn flat, smooth, without fullness, without gathers or pleats. Stitching is to be evenly done. Waistband lining shall not be visible to the finished side.

Trouser Fly: To be zipper-type opening. Zipper openings from lower edge of waistband to bottom of fly shall be not less than 8 ¾" for 32" waist and shall be scaled longer or shorter in proportion to trouser sizes. The zipper is to be sewn onto the left part of fly so that the edge of the left fly shall cover the entire length of the zipper by ¾". When the zipper is closed, no part of the zipper or zipper backing material shall be visible. Zipper is to be set so there is no gap at the top or the bottom of the fly.

Waist Closing: Trousers are to be closed at the waistband by a hook and eye device. Hook to be placed inside left side of waistband, ½" from the edge and centered. Eye to be placed on right end of waistband, finished side, and to be properly aligned with the hook and zipper.

Hook and Eye device shall be: Hook – Approx. 3/8" x 5/8" Eye – Approximately 3/8" x 1/8"
To be good quality stainless spring steel material (see Trimmings – Hook & Eye Closing Device.)

French Tab and Button: There shall be an inside button attached to the bottom of waistband curtain on the left side of the waistband, 22 line button. A "French Tab," with a horizontal buttonhole, constructed from two plies of the basic material, sewn together and sewn into the right fly seam, to be properly aligned with the button. Tab to measure approximately 2 ¼" wide at fly seam and 2 ½" long tapered.

The Finished Appearance: The top corner of the right fly shall be neatly and completely forced out to present a smooth appearance. Care shall be taken in finishing the top of the left fly to avoid bulkiness.

Perma-Press: All trousers shall have Lintrak permanent crease in front. LinTrack will be in crease on the front seam of the trousers. No LinTrack will be applied to the back seam of the trousers.

Sewing: All sewings throughout the trousers are to be of Dacron thread, of not less and size A. All threads are to be color fast and fade resistant. All seams are to have not less than 10, nor more than 15, stitches per inch. All exposed edges are to be serged to prevent raveling. Care shall be taken to adjust the machine tension properly for all sewings throughout the garment.

Buttons: Buttons are to be securely machine sewn having approximately 16 stitches per button, with the ends of the thread tacked off.

Bartacking: All pockets shall be bartacked at the ends of openings. The fly shall be bartacked at the base of the fly at the junction of the crotch seam and fly. All bartacks shall be made by machine and shall be ¼" to 3/8" long. Bartacks to be made to present good finished appearance. All bartacks shall be formed with A.H. Rice Company shade #1554 cadet gray Dacron thread, size A.

General Finished Appearance: All finished garments are to be neatly pressed. There are to be no wrinkles or unsightly gathers, etc. All thread ends shall be removed.

SIZES

(Men's): Trousers are to be made in Michigan State Police stock sizes and in "made-to-measure" sizes, as supplied by the Michigan State Police. Please refer to attached table, **Men's Winter Trousers - Sizes and Measurements**.

(Women's): Trousers are to be made in Michigan State Police stock sizes and in "made-to-measure" sizes, as supplied by the Michigan State Police. Stock sizes shall be as follows:

Size	2	4	6	8	10	12	14	16	18	20	22	24	26	28	30
Waist	28	29	30	31	32	34	36	38	40	42	44	46	48	50	52
Hip	37	38	39	40	41	43	45	47	49	51	53	55	57	59	61

LABELS

Each garment shall have a cloth label, 3" long x 2" wide, sewn to the back of the left front pocket near the waistband. Label shall show vendor's name, date furnished, and size of the garment. Label lettering is to be of permanent ink, to last the life of the garment. Label must indicate origin of manufacture. Label must show a bar code that is the 12 character UPC code assigned by the Uniform Code Council (UCC) or be compatible with the Michigan State Police system. **Each garment is to have a paper size marker, tacked lightly to the outside of the waistband.**

COUNTRY OF MANUFACTURE

Union Made in the U.S.A.

PACKAGING

Finished trousers shall be conveniently boxed with no more than eight (8) trousers per box and only one (1) size per box. Boxes shall be die cut, measuring 23" long, 16" wide, 4" high. Each box shall be labeled on the end with the following information:

7. Summer Trousers, Men's or Women's
8. Size
9. MSP Commodity Number
10. Year of Manufacture
11. Purchase Order Number
12. Quantity

Storage boxes may be packaged in any quantity convenient for shipping.

All boxed shirts shall be conveniently cartoned and each carton containing the storage boxes shall be labeled with the following information:

4. Number of shirts or trousers contained in carton
5. MSP Commodity Number
6. Purchase Order Number (State of Michigan)

MINIMUM ORDER

50 (Pairs) Trousers - assorted styles and sizes

PRODUCT DELIVERY

90 to 135 days ARO

INVENTORY OF WINTER TROUSER FABRIC

Vendor shall stock 2000 yards of winter trouser fabric (combined yards for both men's and women's).

(Men's): The trouser manufacturer shall be required to carry in inventory sufficient fabric to manufacture a minimum of 1000 pairs of Michigan State Police Winter trousers. Approximately one hundred and twenty (120) days prior to the expiration of the contract, the trouser manufacturer/vendor shall contact MSP, and advise them of the amount of trouser material on hand. At that time MSP, at their discretion, may either place an order for trousers to utilize the remaining material or purchase the material at the cost paid by the trouser manufacturer.

(Women's): The trouser manufacture shall be required to carry in inventory sufficient fabric to manufacture a minimum of 700 pairs of Michigan State Police Winter trousers. Approximately one hundred and twenty (120) days prior to the expiration of the contract, the trouser manufacturer/vendor shall contact MSP, and advise them of the amount of trouser material on hand. At that time MSP, at their discretion, may either place an order for trousers to utilize the remaining material or purchase the material at the cost paid by the trouser manufacturer.

**PRE-PRODUCTION
SAMPLES****Winter Trousers – (Men's)**

Upon contract being awarded, the manufacturer/vendor must supply ten pre-production samples within 30 days. Sizes will be determined by MSP. **It is mandatory that the material and color be as specified in this document.**

Winter Trousers – (Women's)

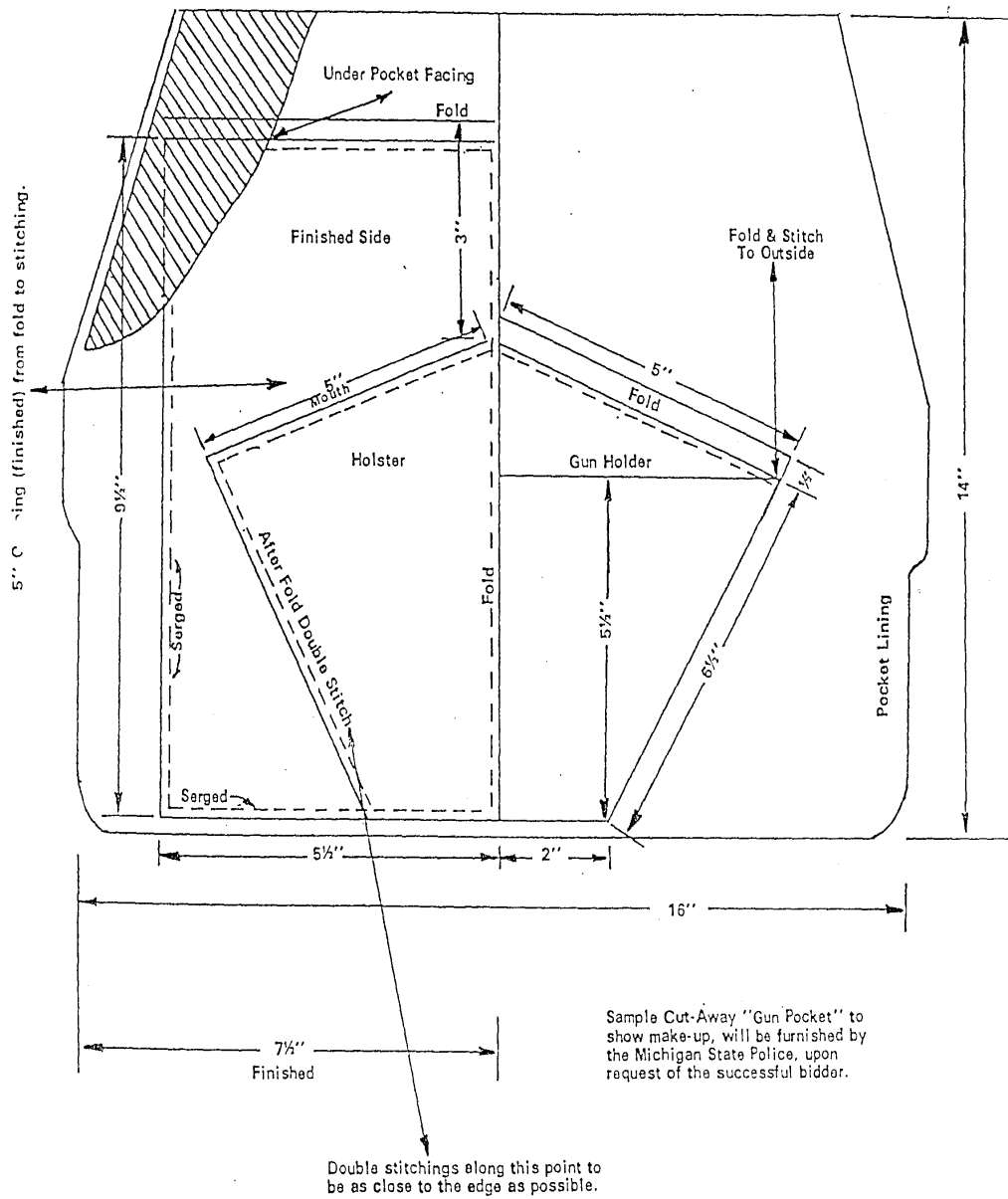
Upon contract being awarded, the manufacturer/vendor must supply ten pre-production samples within 30 days. Sizes will be determined by MSP. **It is mandatory that the material and color be as specified in this document.**

**PRODUCTION
SAMPLES****Winter Trousers - (Men's and Women's)**

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

The Department of State Police will maintain one set of trousers of various sizes from the first approved shipment. This will be considered the master pattern and be used as part of the approval process. Variance from this master pattern can result in the order being refused. Pattern changes shall not be made without departmental approval.

GUN POCKET DIAGRAM

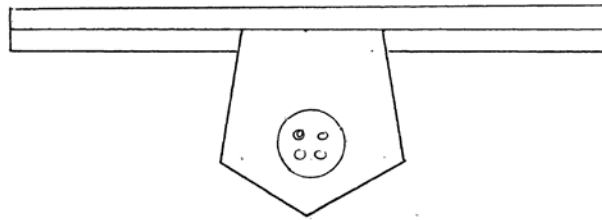


**MICHIGAN STATE POLICE
MEN'S WINTER TROUSERS – SIZES AND MEASUREMENTS**

COMM NO.	SIZE	OUTSEAM	INSEAM	RISE	WAIST	FIN. SEAM	KNEE	BOTTOM
4423-9301	26S	46 ½	37	9 ½	26	35	18	17
4423-9330	26R	47	37	10	26	35	18	17
4423-9302	28S	46 ¾	37	9 ¾	28	37	18 ¾	17 ¼
4423-9331	28R	47 ¼	37	10 ¼	28	37	18 ¾	17 ¼
4423-9303	29S	48 7/8	37	9 7/8	29	38	19 1/8	17 3/8
4423-9332	29R	47 3/8	37	10 3/8	29	38	19 1/8	17 3/8
4423-9304	30S	47	37	10	30	39	19 ½	17 ½
4423-9333	30R	47 ½	37	10 ½	30	39	19 ½	17 ½
4423-9305	31S	47-1/8	37	10 1/8	31	40	19 7/8	17 5/8
4423-9334	31R	47 5/8	37	10 5/8	31	40	19 7/8	17 5/8
4423-9306	32S	47 ¼	37	10 ¼	32	41	20 ¼	17 ¾
4423-9335	32R	47 ¾	37	10 ¾	32	41	20 ¼	17 ¾
4423-9307	33S	47 3/8	37	10 3/8	33	42	20 5/8	17 7/8
4423-9336	33R	47 7/8	37	10 7/8	33	42	20 5/8	17 7/8
4423-9308	34S	47 ½	37	10 ½	34	43	21	18
4423-9337	34R	48	37	11	34	43	21	18
4423-9309	35S							
4423-9338	35R							
4423-9310	36S	47 ¾	37	10 ¾	36	45	21 ¾	18 ¼
4423-9339	36R	48 ½	37	11 ¼	36	45	21 ¾	18 ¼
4423-9311	37S							
4423-9340	37R							
4423-9312	38S	48	37	11	38	47	22 ½	18 ½
4423-9341	38R	48 ½	37	11 ½	38	47	22 ½	18 ½
4423-9313	39S							
4423-9342	39R							
4423-9314	40S	48 ¼	37	11 ¼	40	49	23 ¼	18 ¾
4423-9343	40R	48 ¾	37	11 ¾	40	49	23 ¼	18 ¾
4423-9315	41S							
4423-9344	41R							
4423-9316	42S	48 ½	37	11 ½	42	51	24	19
4423-9345	42R	49	37	12	42	51	24	19
4423-9317	44S	48 ¾	37	11 ¾	44	53	24 ¾	19 ¼
4423-9346	44R	49 ¼	37	12 ¼	44	53	24 ¾	19 ¼
4423-9318	46S	49	37	12	46	55	25 ½	19 ½
4423-9347	46R	49 ½	37	12 1/1	46	55	25 ½	19 ½
4423-9319	48S	49 ¼	37	12 ¼	48	57	26 ¼	19 ¾
4423-9348	48R	49 ¾	37	12 ¾	48	57	26 ¼	19 ¾

**MICHIGAN STATE POLICE
WOMEN'S WINTER TROUSERS- SIZES AND MEASUREMENTS**

Comm no.	Size	Outseam	Inseam	Rise	Waist	Knee	Bottom
4423-8704	4S	44 1/8	35	8 5/8	29	19 3/4	18 3/8
4423-8702	4R	46 1/8	37	9 5/8	29	19 3/4	18 3/8
4423-8706	6S	44 1/4	35	8 3/4	30	20	18 1/2
4423-8708	6R	46 1/4	37	9 3/4	30	20	18 1/2
4423-8710	8S	44 3/8	35	8 7/8	31	20 1/4	18 5/8
4423-8712	8R	46 3/8	37	9 7/8	31	20 1/4	18 5/8
4423-8714	10S	44 1/2	35	9	32	20 1/2	18 3/4
4423-8716	10R	46 1/2	37	10	32	20 1/2	18 3/4
4423-8718	12S	44 5/8	35	9 1/8	33	20 3/4	18 7/8
4423-8720	12R	46 5/8	37	10 1/8	33	20 3/4	18 7/8
4423-8722	14S	44 3/4	35	9 1/4	34	21	19
4423-8724	14R	46 3/4	37	10 1/4	34	21	19
4423-8726	16S	44 7/8	35	9 3/8	35	21 1/4	19 1/8
4423-8728	16R	46 7/8	37	10 3/8	35	21 1/4	19 1/8
4423-8730	18S	45	35	9 1/2	36	21 1/2	19 1/4
4423-8732	18R	47	37	10 1/2	36	21 1/2	19 1/4
4423-8734	20S	45 1/8	35	9 5/8	37	21 3/4	19 3/8
4423-8736	20R	47 1/8	37	10 5/8	37	21 3/4	19 3/8
4423-8738	22S	45 1/4	35	9 3/4	38	22	19 1/2
4423-8740	22R	47 1/4	37	10 3/4	38	22	19 1/2
4423-8742	24S	45 3/8	35	9 7/8	39	22 1/4	19 5/8
4423-8744	24R	47 3/8	37	10 7/8	39	22 1/4	19 5/8
4423-8746	26S	45 1/2	35	10	40	22 1/2	19 3/4
4423-8748	26R	47 1/2	37	11	40	22 1/2	19 3/4
4423-8750	28S	45 5/8	35	10 1/8	41	22 3/4	19 7/8
4423-8752	28R	47 5/8	37	11 1/8	41	22 3/4	19 7/8
4423-8754	30S	45 3/4	35	10 1/4	42	23	20
4423-8756	30R	47 3/4	37	11 1/4	42	23	20

**HIP POCKET TAB**

Inventory of Uniform Shirts and Trousers: The manufacturer shall be required to carry an inventory with a value of not more than \$50,000.00 worth of dark blue short sleeved shirts, dark blue long sleeved shirts, winter trousers, and summer trousers in common sizes. Quantities of each item to be carried will be determined by the Michigan State Police. This inventory will be shipped immediately upon receipt of purchase order request and will be replenished at the discretion of MSP. Quantities and dollar amount remaining in this inventory will be available on request by MSP. Approximately one hundred and twenty (120) days prior to the expiration of the contract, the manufacturer/vendor shall contact MSP and advise them of the remaining quantities in this inventory. MSP agrees to purchase the remaining items.

UNIFORM BLOUSE COATS**SPECIFICATIONS**

Definite Specifications - All commodities and services to be furnished there under shall conform to the specifications as noted in the copies of specifications attached.

SIZES/TAILORING

The required sizes are listed in the respective specifications. However, this listing shall not limit the availability of additional size requirements, should the need develop. The Contractor shall provide the same unit price for all standard sizes of a particular item. Standard sizes shall be identified as the size requirements indicated in the attached specifications. A separate charge may be incurred for special sizes or necessary alterations, not identified in the specifications, which may be requested by the Department of State Police. This charge shall be mutually agreed upon between the Michigan Department of State Police and the Contractor. All special size requests shall be tailored to the measurements ordered. The Contractor shall agree to exchanges when sizing is incorrect. Postage will be paid by the party responsible for the incorrect size ordered/shipped.

PRE-PRODUCTION SAMPLES

Prior to shipping the first order, Contractor must supply *five* (5) pre-production samples, as described on page 11 of the specifications, to the Michigan Department of State Police. The Department will identify the particular size blouses required for the samples. **It is mandatory that the material and color of the pre-production samples be as specified in this document.**

PRICE

A single price per item for all standard sizes identified in the specifications is provided (refer to the clause on "Sizes/Tailoring" for further information). Prices quoted are the maximum for a period of 365 days from date Contract becomes effective.

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

The postmark date on the Contract Release will determine prices to be charged on orders (requesting a single shipment to be delivered prior to the effective date of the price revision) which may already be in transit to the Contractor prior to the new price implementation date.

Orders issued by agencies requesting multiple deliveries, *over* a specified period of time, which may overlap two price periods, shall reflect the current price at the time of delivery.

MINIMUM ORDER

The minimum order is 20 blouses.

F.O.B. POINT

Prices are quoted "F.O.B. Delivered" with transportation charges prepaid on all orders.

DELIVERY

All orders shall be delivered within 90 calendar days after receipt of order.

PACKAGING

Each blouse is to be individually boxed (box size approximately 16-1/2"W x 23-1-2"L x 4"H. Each box is to be labeled on the end with the following information:

1. Uniform Blouse
2. Size
3. MSP Commodity Number

4. Year of Manufacture

Boxed blouses shall be conveniently cartoned and each carton shall be labeled with the following information:

1. Number of blouses contained in carton
2. Quantity of each size
3. Purchase Order Number

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

PALLETIZNG

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

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

BASIC MATERIAL:

100% Wool, Elastique, blue. Approved fabrics:

1. Raeford #13507-96, 19 oz.

NOTE: Kaumograph mark must appear on the *reverse* side of the material not less than 6 times per linear yard. To be cold water preshrunk or stabilized before cutting.

TRIMMINGS:

Body Lining:

Black Poly-T 120 x 76, 100% Polyester Twill 70/100 Denier.

Collar Interlining:

Good grade of fusible pellon. To be preshrunk or stabilized.

Front Canvas:

5.0 oz. per square yard, Warp 100% Fine Cotton, 20% Hair, 70% Acrylic, 10% Cotton.

Silesia:

Good grade- 5 oz., color- black. To be preshrunk or stabilized.

Under Collar Material:

Material shall be good grade flannel cloth, color to match the basic material, Warrington 50% Wool/50% Rayon, 8.96 oz./yd²

Wigan:

To be 3 ounce per square yard. To be preshrunk or stabilized.

Shoulder Pads & Sleeve Heads:

A good grade of commercial-type shoulder pad and sleeve-head wadding to be used.

Edge Tape:

3/8" tape, black in color. To be good grade and must be preshrunk or stabilized. Buttons: 15/16" diameter and 5/8" diameter, gun metal in color, Michigan State Seal, flat top, with metal shank; and a 30 line black ivory button, 4 hole. Sample of each metal button will be supplied to the vendor by Michigan State Police upon request. Small Ivory-type button to reinforce buttons only.

Belt Hook:

To be 1-7/8" long made of spring-type wire, black enamel finish. Made as shown in diagram of belt hook holder. Sample belt hook of the exact type to be used will be supplied to the vendor by Michigan State Police for use as a guide.

Thread:

American Thread Spectrum, spun polyester, size 50/2 cord, color black or equal. Sleeve Braid: To be 3/4" wide rayon and bottom braid. A. H. Rice Company's article #3282, size 10, color black, or equal quality of identical material in other brands.

Snap Fasteners:

Size "0" snap fasteners, color black, to be used on upper pockets. Piping for Shoulder Strap: Raeford #13507-240 19-1/2/20 ounce Elastique, 100% Wool, 2 ply warp and filling, 140 pounds in warp, 80 pounds in filling, 124 ends per inch, 80 picks per inch.

Binding Material for Seams:

70 Nylon, Plain weave dyed, yarn size Warp 70/104, Weft 70/68, weight 1.6 oz. per yard.

Belt Hook Holder:

Good grade black calf skin leather. Of sufficient strength to properly support a Sam Browne belt with gun, holster, handcuffs, and case. Elastic: 1" wide, black color, preshrunk or stabilized. Cotton elastic, Web Company's style #5959 or equal.

Shoulder Patch:

Raeford #13507-240 19-112/20 ounce Elastique, 100% Wool, 2 ply warp and filling, 140 pounds in warp, 80 pounds in filling, 124 ends per inch, 80 picks per inch.

Embroider the words MICHIGAN STATE POLICE 314" high and 5132" wide. Lettering to be Swiss embroidered of blue silk thread. Sample piece of material of color shade to be used will be supplied to vendor by Michigan State Police. Shoulder patches are to be neatly finished.

STYLE:

Blouse to be made same as U.S. Army Officers, with a bi-swing back. This blouse is to be worn with a Sam Browne belt, must be form fitting around the waist, and made with a very slight flare to the skirt.

MEASUREMENT TOLERANCES:

There will be no measurement tolerances allowed where the specification is stating an exact measurement. In other areas of the specification, the following measurement tolerances will be allowed:

Specified Length

Tolerance

112" 2"
2" 20"
20" +

+ / 118"
+ / 114"
+ / - 112"

CONSTRUCTION:Shoulder Straps:

(see sketch) One strap on each shoulder, made of same material as blouse and piped with piping material. Piping to be 118" wide on exposed edges. To be interlined with a good grade of fusible pelion and finished with body lining. Finished stitching to be 114" from edge of piping and to run evenly the entire exposed length of the shoulder strap.

Shoulder strap to be 2-1/4" wide at armhole seam and tapered to 1-1/2" at point where straps meet collar. Strap to continue 1" under collar and to be tapered and rounded. Buttonhole centered on the shoulder strap and to start 1/2" from edge of collar and run 3/4" long toward sleeve seam. Shoulder straps are to be centered directly over the natural shoulder position.

Shoulder strap to be sewn into shoulder at armhole. To be cross-stitched across the top a distance of 1-7/8" from edge of armhole seam. Shoulder strap to be fastened down with a 5/8" metal button.

Upper Pockets:

(see sketch) Two outer pleated breast patch pockets, made of basic blouse material, and lined with silesia. Basic material and silesia to be sewn together and turned for best finished appearance. To be piped with body lining across the top of the pocket. To be 5-1/2" wide x 6" deep-- finished. These patch pockets are to have 1-1/2" box pleat centered vertically. Pockets are to be stitched to blouse 1/8" in from edge of pocket, and pocket set parallel to front edge of blouse. Stitching is to be uniform distance on entire pockets. Each pocket to have one 5/8" metal button, sewn to match buttonhole on pocket flap. Sew or attach a socket of size "0" snap fastener on each side of each breast pocket, and are to be aligned with snap studs on the breast pocket flap.

Upper Pocket Flaps:

(see sketch) To be made of basic blouse material, interlined with a good grade of fusible pelion, and lined with silesia, sewn together and turned. The pocket flap is to be 5-3/4" wide x 2-3/4" deep at points. Flap to have three points on lower edge. See drawing for exact size and shape (finished). Each pocket to have one buttonhole (see drawing for size and placement). Pocket flap to be stitched 1/8" in from edge around entire edge. Flap to be set and sewn into the blouse 1/2" above the opening of the upper patch pockets and centered over the pocket for best appearance. Sew or attach a stud of size "0" snap fastener to under side of breast patch pocket flap at each lower corner, completely hidden from view.

Lower Pocket Flap:

(see sketch) (no lower pockets) Two - to be made of basic material, interlined with a good grade of fusible pelion and lined with silesia, sewn together and turned to be 7-3/4" to 8-1/4" wide at the top, by 3-1/4" deep. Lower edge of flap to be 8-1/2" to 9" wide, width to be in proportion to blouse size. Top corners are to be squared and the lower corners are to be slightly rounded. The depth edge of flaps next to the blouse front edge shall be parallel to the blouse front edge. The top of the flap is to be set 1-1/4" below the waist seam; and placement is to be made for the best appearance. The top and sides are to be stitched down 1/8" in from edge of pocket flap. Lower edge of pocket flap is to be stitched along the edge, 1/8" in from edge; lower edge is not to be stitched to the blouse.

Lower edge of flap is to be secured by a 5/8" button, sewn to the blouse. Button is to be in alignment with the buttonhole on the flap. Flap buttonhole is to be made vertically, centered along lower edge of the flap, and to be 1/2" in from flap edge and to be 3/4" long, finished.

Blouse Fronts and Interlinings:

Double hemo from armpit to shoulder in front. *Covered* with flannel across the breast and shoulder. Sew a strip of bias cut silesia to front as an interlining for reinforcing buttons and buttonholes. To have a bridle tape adjacent to, but behind the break line of each lapel, and constructed in accordance with good tailoring practice. Strip to be Polystar 156 70/30 Polyester/Cotton, 2.9 oz./yd² 82 x 52 thread count, warp 35-150 Denier texturized Polyester, Weave twill. Under Collar: To be made of good grade flannel cloth -- all wool -- color to match the basic material, Warrington 50% Wool/50% Rayon, 8.96 oz/yd².

Top Collar:

Top collar to be formed of basic blouse material and interlined with a good grade of fusible pelion. Fell the top and side edges of top collar to the under collar by hand, or top edge only may be machine felled with simulated hand stitching. The - corners and sides shall be machine stitched. Collar points at notch are to be sharply formed without a rounded appearance. Depth of notch from collar point is to be exactly 1-5/8". The collar fall (width of collar) at center back shall be exactly 1-1/2".

Collar Appearance:

Correct amount of fullness shall be allowed in the top collar, so there will be NO Curling at the edge and points of the collar. Collar to be made uniform in appearance, the edges should be smooth and flat, without twisting, gathers, puckers, or raw edges.

Lapels:

To be peaked lapels, and shall be cut into the fronts. The lapel points are to be *very slightly* rounded. The lapel notch depth is to be 2" from lapel point to jointing of collar. Notch spread, i.e., distance between collar point and the upper lapel edge, is to be exactly 1/8".

Width of Lapel:

From the break line of the lapel to peak of lapel, running parallel with the notch, shall be 3-1/2" to 3-3/4". Blind stitch the lapels to attach to hemo-canvas. Allowing the proper amount of fullness so that when the garment is finished the lapels remain properly positioned during the life of the garment.

Side Seams:

Blouse fronts shall have 1" outlet at each side seam, from armhole to bottom.

Sleeves - Shoulder Patch Placement:

One shoulder patch to be placed on each top sleeve, lower edge of patch to be turned and machine stitched to top sleeve, 1/16" from edge of shoulder patch.

Shoulder patch to be placed on the top sleeve in such a manner that the embroidered letters appear in a centered position. Depth of patch to be 5-1/4" unfinished look, to allow sewing into sleeve head and turning under at bottom for finished look, and 4" finished from uppermost part of armhole seam to lower edge of shoulder patch. Lettering of shoulder patch to be evenly centered and to present a well balanced appearance.

SEE ATTACHED SKETCH FOR PROPER POSITIONING

Sleeves:

Sleeves are to be left open (unfinished bottoms). The cut edge is to be serged to prevent unraveling. The sleeve length to be 21" on short, regular, and long. The length to be 22" on X-Long, XX-Long, and XXX-Long.

Sleeves - Braid:

Since the sleeves are left unfinished, the braid will be sent loose (not sewn on). Enough braid will be furnished by vendor to allow one yard per coat (see Trimmings - Sleeve Braid).

Sleeves - Wigan:

Since the sleeves are left unfinished, the black wigan will be sent loose (not sewn in). Enough wigan will be furnished by vendor to allow one yard of 3/4" black braid per coat (see Trimmings for wigan to be used).

Sleeve - Outlet:

Lower: There shall be sufficient basic materials to enable the lengthening of the sleeves one inch.

Under Sleeve:

The under sleeve to be made with 1" "outlet" at the arm pit.

Sleeve - Lining:

To be made of body lining material (see Trimmings). Insert sleeve lining with correct amount of fullness. The bottom is to be left open (unfinished), the same as the sleeve. The cut edge is to be serged to prevent unraveling. Lining length to be as long as coat sleeve.

The pit of the armhole to be back-stitched, there are to be not less than 8 stitches per inch. The setting of the sleeves shall be done in accordance with good tailoring practice.

BACK & VENT:

Back-Bi-Swing:

The back is to have a center seam and vent. Bi-swing pleats to start at the shoulder seam and to extend to a position opposite the front waist seam. The bi-swing pleats shall be cut onto the back panels. (There is to be NO WAIST seam across the back of the coat.) The pleats are to be 2" deep at the shoulder and tapered to 1-1/2" at the waistline point. Pleats are not to extend below the waist line. The pleats are to be stayed with edge tape from the shoulder to the waist line. Edge tape is not visible on the finished side of the coat. All pleat edges are to be stitched through 1/8" from the edge, full length of the pleats. The bi-swing pleats are to be closed for a length of 2-1/2" from the shoulder seam, on the inside portion of the pleat only, closing to be made 3/8" from the edge of the outer portion of the pleat. The bi-swing pleats are to be closed at the waistline by a single stitching across the bottom of the pleats horizontally 1-1/4" and vertically with a single stitching 1-1/4" long, which is to be tacked-off once, 1/4". Vertical stitching to be made 1-1/4" from side seam.

Elastic:

(see Trimmings) To be placed in the blouse approximately midway between the top and the bottom of the bi-swing pleat opening. Elastic to be sewn to the inner part of the bi-swing pleats in proper position, with 1" elastic on each side of let out purposes, should the elastic shrink.

Center Vent:

The vent is to start 2-1/2" to 3" below the waistline, and the overlapping vent should measure approximately 1-1/2" at top and approximately 2-1/2" at bottom. The overlapping vent should be stayed with edge tape from top to bottom.

Vent Lining:

The under portion of the vent is to be finished on the inside of coat, with body lining. The lining is to

extend from the bottom of the blouse to approximately 1-1/2" *above* the vent and is to be tapered from approximately 2-1/2" wide at top to approximately 3-1/2" wide at bottom. Vent lining is to be secured with a blind or machine stitch. The under vent edge is to be machine stitched 1/8" with a single row of stitching.

Body Lining:

Blouse shall be half lined with body lining (see Trimmings).

The half lining is to extend from the facing to within 2" of the side seam. Lining is not to cover the side seam outlet. Lining to be sewn into blouse with ample fullness, both horizontally and vertically, with a 1/2" pleat across the bottom of the blouse and a 1/2" pleat adjacent to the side seam. Lining to be attached to the blouse with a blind stitch 6 to 8 stitches per inch. Lining to be sewn in accordance with good tailoring practice.

Arm Shields:

There is to be one arm shield in each armhole. Shields are to be made of basic uniform fabric and piped with body lining. Shields are to be securely sewn to the lining.

Placement of arm shields to be made for best protection.

Inside Pocket:

One horizontal pocket to be made on the inside right front lining extending into the front facing approximately 3/4". To be double piped with body lining, to be 5-1/2" long and 7" deep. Pocket to be made of silesia or light weight pocketing.

EDGES:

Front:

The front edges are to be held in position with edge tape, starting at the notches, continuing the full length of the inner front edges. Edges are to be pressed open before turning. Front edges to be machine stitched, 1/8" from edge, starting at coat bottom, across facing, *over* fronts and collar, to end at the opposite front at the bottom across the facing. Bottom edge of blouse from back edge of facing to the vent is not to be so stitched.

Exposed Edges:

All exposed edges on seams, the blouse bottom, and the overlapping vent shall be bound with "body lining". The binding shall be cut **DIAGONALLY**. Width of the binding shall be finished 3/16" wide, each side, and attached with a single machine stitching. Edges of binding are to be turned under.

Bottom of Blouse:

The bottom turn-up of the blouse is to be bound from facing to vent. The binding is to be split (not continuous at the side seam) and turned up 1-1/2". This allows for ease of side seam alteration. Bottom of blouse to be turned up 1-1/4". Body lining shall extend into bottom turn-up. Bottom turn-up edge to be secured to the lining and to the outer material with a blind stitch.

FRONTS:

Buttonholes:

To be on the left front of the coat. Buttonholes to be formed with the stitching securely caught in the fabric, and the purling on the outside. Buttonholes must be made on a "Cut First" machine.

Buttonholes are to be set 1/2" from the edge of the blouse. Buttonholes are to be 1-1/8" opening,

finished, and are to be placed on the blouse in a horizontal position. Buttonholes to be evenly spaced between the waistline seam to just below the lapel.

Button:

Front to have 4 buttons backed up with a small ivory-type button. Lower button to be a 30 Line, 4 hole, black ivory button, placed at the waistline seam, with four double thread strands, which is to be finished by wrapping the thread 3 to 4 times to form a shank before being securely tacked off 3 times. The remaining 3 front buttons are to be 15/16" diameter, metal, flat top, metal shank (per Trimmings), and are to be evenly spaced between the approximate start of the lapel and the waistline seam. These metal buttons are to be backed up with a small ivory button; these buttons are to be secured with 4 double strands of thread, which are to be tacked off securely 3 times. The buttons are to be on the right front of the coat, and are to be set not less than 1-3/8" nor more than 1-5/8" from the front edge, and to be aligned with the buttonholes. Buttons must be sewn on with seal in proper alignment.

Badge Holder:

Two eyelet's 1-1/2" apart, lower eyelet to be 5/8" above the center of the left breast pocket flap, upper eyelet to be 1-1/2" directly above lower eyelet. Eyelets are to extend through basic material and canvas, and are to be finished round with a round buttonhole-type stitch, to be 1/4" in diameter, including the stitching.

Belt Hook and Belt Hook Holder:

Two black hooks to be inserted in black leather holder, which is to be sewn on the blouse, with the lower edge of the hook holder extending 3/4" below the blouse skirt seam, and holder centered over the underarm seam. Hook holder is to be constructed in accordance with detailed drawing attached. Construction is to permit easy hook replacement without disturbing stitching on holder or removing blouse lining. Hook holder is NOT to be sewn through the lining.

Seams:

All seams are to be pressed open. Sewings:

All sewings through the garment are to be made with thread specified under Trimmings. All machine stitchings are to be not less than 10 stitches, nor more than 14 stitches, per inch, unless otherwise specified herein. All hand felling -- armhole and bottom of sleeve lining -- sewings are to be in accordance with sewing specifications as outlined under those headings.

MEASUREMENTS:

Finished blouse measurements will be checked in the following manner: (see Michigan State Police Uniform Measurement sheet)

Length measurement taken from edge of under collar seam to the natural waist line, and to bottom of coat hem.

Back width measurement taken from armhole seam to armhole seam.

Sleeve inseam measurement taken from close up under arm to full length of sleeve. Chest measurement taken around the chest, snug measurement over the shirt. Seat measurement taken around the hips and over the fullest part of the seat, easy measurement taken over trousers.

GENERAL FINISHED APPEARANCE:

All finished garments are to be neatly pressed. There are to be no wrinkles or unsightly gathers, etc. All ends of thread shall be removed.

Labels:

Each garment shall have a cloth label, approximately 3 inches long and 2 inches wide, to be sewn to the inside of the inside breast pocket, and positioned so that it is readily accessible. Label shall show vendor's name, size of garment, Michigan State Police Commodity Number, and date furnished. Label lettering to be of permanent ink, to last the life of the garment. Garment must be made in the United States of America and bear a union label.

Each garment to have a paper size marker tacked lightly to the outside of the right sleeve cuff.

**MICHIGAN STATE POLICE
MEN'S UNIFORM BLOUSE – SIZES AND MEASUREMENTS**

Commodity Number	Size	Chest	Finished Chest	Waist	Finished waist	Waist length	Full length	Back width	Sleeve inseam
4423-0800	34R	34	38	27	30	17 ¼	30 ½	16 ½	17 ½
4423-0799	36S	36	40	32	32	17 ½	29 ½	17	17
4423-0801	36R	36	40	29	32	17 ½	30 ¾	17	17 ½
4423-0803	38XS	38	42	31	34	17 ¾	29	17 ½	17
4423-0805	38S	38	42	31	34	18 ¼	30	17 ½	17
4423-0802	38R	38	42	31	34	18 ¾	31	17 ½	17 ½
4423-0804	38L	38	42	31	34	18 ¼	32	17 ½	18 ½
4423-0806	38XL	38	42	31	34	18 ¾	33	17 ½	19 ½
4423-0808	38XXL	38	42	31	34	19 ¼	34	17 ½	20
4423-0810	38XXXL	38	42	31	34	19 ¾	35	17 ½	21
4423-0809	39XS	39	43	32	35	16 7/8	29 1/8	17 ¾	17
4423-0811	39S	39	43	32	35	17 3/8	30 1/8	17 ¾	17
4423-0812	39R	39	43	32	35	17 7/8	31 1/8	17 ¾	17 ½
4423-0814	39L	39	43	32	35	18 3/8	32 1/8	17 ¾	18 ½
4423-0818	39XL	39	43	32	35	18 7/8	33 1/8	17 ¾	19 ½
4423-0819	40XS	40	44	33	36	17	29 ¼	18	17
4423-0820	40S	40	44	33	36	17 ½	30 ¼	18	17
4423-0822	40R	40	44	33	36	18	31 ¼	18	17 ½
4423-0824	40L	40	44	33	36	18 ½	32 ¼	18	18 ½
4423-0826	40XL	40	44	33	36	19	33 ¼	18	19 ½
4423-0830	40XXL	40	44	33	36	20	35 ¼	18	20
4423-0834	40XXXL	40	44	33	36	20 ½	36 ¼	18	21
4423-0835	41XS	41	45	34	37	17 1/8	29 3/8	18 ¼	17
4423-0837	41S	41	45	34	37	17 5/8	30 3/8	18 ¼	17
4423-0838	41R	41	45	34	37	18 1/8	31 3/8	18 ¼	17 ½
4423-0842	41L	41	45	34	37	18 5/8	32 3/8	18 ¼	18 ½
4423-0846	41 XL	41	45	34	37	19 1/8	33 3/8	18 ¼	19 ½
4423-0850	41XXL	41	45	34	37	19 5/8	34 3/8	18 ¼	20
4423-0854	42S	42	46	35	38	17 ¾	30 ½	18 ½	17
4423-0856	42R	42	46	35	38	18 ¼	31 ½	18 ½	17 ½
4423-0858	42L	42	46	35	38	18 ¾	32 ½	18 ½	18 ½
4423-0862	42XL	42	46	35	38	19 ¼	33 ½	18 ½	19 ½
4423-0866	42XXL	42	46	35	38	19 ¾	34 ½	18 ½	20
4423-0869	43S	43	47	36	39	17 7/8	30 5/8	18 ¾	17
4423-0870	43R	43	47	36	39	18 3/8	31 5/8	18 ¾	17 ½
4423-0874	43L	43	47	36	39	18 7/8	32 5/8	18 ¾	18 ½
4423-0878	43XL	43	47	36	39	19 3/8	33 5/8	18 ¾	19 ½
4423-0880	43XXL	43	47	36	39	37 7/8	34 5/8	18 ¾	20
4423-0881	44XS	44	48	37	40	17 ½	29 ¾	19	17
4423-0883	44S	44	48	37	40	18	30 ¾	19	17
4423-0882	44R	44	48	37	40	18 ½	31 ¾	19	17 ½
4423-0884	44L	44	48	37	40	19	32 ¾	19	18 ½
4423-0886	44XL	44	48	37	40	19 ½	33 ¾	19	19 ½
4423-0888	44XXL	44	48	37	40	20	34 ¾	19	20
4423-0890	45S	45	49	38	41	18 1/8	30 7/8	19 ¼	17
4423-0892	45R	45	49	38	41	18 5/8	31 7/8	19 ¼	17 ½
4423-0894	45L	45	49	38	41	19 1/8	32 7/8	19 ¼	18 ½
4423-0896	45XL	45	49	38	41	19 5/8	33 7/8	19 ¼	19 ½
4423-0898	46S	46	50	39	42	18 ¼	31	19 ½	17
4423-0900	46R	46	50	39	42	18 ¾	32	19 ½	17 ½
4423-0902	46L	46	50	39	42	19 ¼	33	19 ½	18 ½
4423-0904	46XL	46	50	39	42	19 ¾	34	19 ½	19 ½
4423-0907	47S	47	51	40	43	18 7/8	31 1/8	19 ¾	17
4423-0908	47R	47	51	40	43	18 7/8	32 1/8	19 ¾	17 ½
4423-0910	47L	47	51	40	43	19 3/8	33 1/8	19 ¾	18 ½
4423-0912	47XL	47	51	40	43	19 7/8	34 1/8	19 ¾	19 ½

4423-0914	48S	48	52	41	44	18 ½	31 ¼	20	17
4423-0918	48R	48	52	41	44	19	32 ¼	20	17 ½
4423-0919	49R	49	53	42	45	19 1/8	32 3/8	20 ¼	17 ½
4423-0920	49L	49	53	42	45	19 5/8	33 3/8	20 ¼	18 ½
4423-0921	Men's Blouse Special Order Sizes								

**MICHIGAN STATE POLICE
WOMEN'S UNIFORM BLOUSE – SIZES AND MEASUREMENTS**

Commodity Number	Size	Chest	Finished Chest	Waist	Finished Waist	Waist Length	Full Length	Back Width	Sleeve Inseam
4423-0924	32R	32	36	24	27	15 ½	28	14 ¼	16 ½
4423-0925	32L	32	36	24	27	16	29	14 ¼	17 ½
4423-0926	34R	34	38	26	29	15 ¾	28 ¼	14 ¾	16 ½
4423-0928	34L	34	38	26	29	16 ¼	29 ¼	14 ¾	17 ½
4423-0930	36R	36	40	28	31	16	28 ½	15 ¼	16 ½
4423-0932	36L	36	40	28	31	16 ½	29 ½	15 ¼	17 ½
4423-0934	38R	38	42	30	33	16 ¼	28 ¾	15 ¾	16 ½
4423-0936	38L	38	42	30	33	16 ¾	29 ¾	15 ¾	17 ½
4423-0938	39R	39	43	31	34	16 3/8	28 7/8	16	16 ½
4423-0939	39L	39	43	31	34	16 7/8	29 7/8	16	17 ½
4423-0940	40R	40	44	32	35	16 ½	29	16 ¼	16 ½
4423-0941	40L	40	44	32	35	17	30	16 ¼	17 ½
4423-0942	41R	41	45	33	36	16 5/8	29 1/8	16 ½	16 ½
4423-0943	41L	41	45	33	36	17 1/8	30 1/8	16 ½	17 ½
4423-0944	42R	42	46	34	37	16 ¾	29 ¼	16 ¾	16 ½
4423-0946	42L	42	46	34	37	17 ¼	30 ¼	16 ¾	17 ½
4423-0948	Women's Blouse Special Order Sizes								

SIZING TOLERNCES:

Sizing tolerances for the above sizes will allow +/- ¼" on the back width and sleeve inseam. Tolerances allowed on the finished chest, finished waist, waist length, and full length will be +/- ½".

Attachment E
MICHIGAN STATE POLICE
Uniform Pricing
Added via Change Notice 7

Item No.	Unit of Issue	Description	Unit Price
18	EA	Uniform Shirts, Men's, Dark Blue, Long Sleeve Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$63.50
19	EA	Uniform Shirts, Men's, Dark Blue, Short Sleeve Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$54.00
20	EA	Uniform Shirts, Men's, Light Blue, Long Sleeve Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$72.00
21	EA	Uniform Shirts, Men's, Light Blue, Short Sleeve Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$60.50
22	EA	Uniform Shirts, Women's, Dark Blue, Long Sleeve Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$63.50
23	EA	Uniform Shirts, Women's, Dark Blue, Short Sleeve Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$54.00
24	EA	Uniform Shirts, Women's, Light Blue, Long Sleeve Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$72.00
25	EA	Uniform Shirts, Women's, Light Blue, Short Sleeve, Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$60.50
26	EA	Trousers, Summer, Uniform Men's Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$74.00
27	EA	Trousers, Winter, Uniform Men's Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$101.00
28	EA	Trousers, Winter, Uniform Women's Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$101.00
29	EA	Blouse, Uniform Men's Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$101.00
30	EA	Blouse, Uniform Women's Manufacturer/Brand: Fechheimer Brothers per attached specifications.	\$395.00

Attachment F

Boot Specifications

Added via Change Notice 7

BOOT DESIGN

The boots are an all-weather, waterproof/ breathable boot designed to be light weight to provide comfort, while offering superb shock absorption with a construction that affords the wearer traction and stability on wet or dry surfaces. The boot has specific performance features as detailed in this specification.

QUALITY ASSURANCE

The Contractor has quality assurance designed to meet the ISO 9001 2008 Quality Management System.

STYLE

Men's and Women's insulated full-grain leather upper uniform boot, black in color. Boots are available in an 8-inch boot and a 10-inch boot. The 8-inch boot will be Danner Recon #69410 or equivalent and the 10-inch boot will be Danner Fort Lewis #69110 or equivalent.

COMFORT

Boots are constructed to provide comfort and wear ability after a normal break-in period.

CONSTRUCTION

The boots shall be all leather upper, stitch down construction creating a wider platform to increase stability. The upper will be conformed to the 650 Last and then this piece is flared out and cemented to the midsole. These two pieces are stitched together with a heavy thread in an interlocking stitch for a secure attachment. The firmly stitched boot is then cemented to a Vibram Kletterlift Outsole.

UPPER

The boot upper shall be made of black full grain all leather with the following thickness: backstay, foxing, quarter, quarter tip, vamp – 5.0 to 5.5 ounces; gusset, top band – 3.0 to 3.5 ounces.

Gore-Tex waterproof membrane; 200 grams of Thinsulate insulation; Quilted fabric lining; Lace to toe lacing system, includes 72 inch long heavy duty black laces with plastic tips. Eyelets are black metal.

SOLE

Vibram Kletterlift Outsole

OS42 Meramac Polyurethane midsole. Midsole shall be 12 Iron, Hardness 60, Shore C.

Flash activated fiberglass shank

Boots have the ability to be re-soled.

SIZES AND WIDTHS

Boots shall be available in the following sizes:

Men's

D width – 7 – 12 (including half sizes), 13,14,15

EE width – 6 – 12 (including half sizes), 13, 14, 15

Women's

M width – 5 – 10 (including half sizes)

MINIMUM ORDER

None

Contract No. 071B3200142

Officer Uniforms

DELIVERY TIME FRAME

30 Days ARO

DELIVERY RESPONSIBILITIES (MSP)

1. The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
2. The Contractor must ship the Deliverable(s) "F.O.B. Destination, within Government Premises."
3. The State will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

Contract No. 071B3200142

Officer Uniforms

Attachment G

Boot Pricing

Added via Change Notice 7

Item No.	Unit of Issue	Description	Unit Cost
1.	EA	8" Danner Recon Boot #69410	\$183.25
2.	EA	10" Danner Fort Lewis Boot #69110	\$195.00
3.	EA	8" Matterhorn, women's, #1597	\$165.00
4.	EA	8" Matterhorn, men's, #1697	\$165.00
5.	EA	10" Matterhorn, men's #1949	\$165.00



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 6
to
Contract Number 071B3200142

CONTRACTOR	Lansing Uniform Company, Inc.
	1141 S Washington Ave
	Lansing, MI 48910
	Jim Downs
	517-482-6628
	lansinguniform@gmail.com
	*****9944

STATE	Program Manager	Dorene Sandoval	DNR
		517-284-6018	
		sandovald@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 284-7026	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: CONSERVATION OFFICER UNIFORMS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 4, 2010	August 3, 3015	2 - 1 Year	August 3, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		30 days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
Dependent on Class of Uniform- See Attachment A and C				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		Click here to enter a date.
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 486,542.63		\$ 0.00	\$ 486,542.63	

DESCRIPTION: Effective August 24th, Attachments A, B & C are amended and updated as attached to reflect manufacturer, specification, item and price changes as well as addition of line item numbering. All other terms, conditions, specifications and pricing remain the same per Contractor and Agency agreement, and DTMB Procurement Approval.

Attachment A
DNR Class C Uniform Pricing
Amended via Change Notice 6

Class C Uniforms Flying Cross, Cross FX			
LINE #	ITEM NO.	ITEM DESCRIPTION-SIZE	PRICE EACH
1	FX5120	Men's Long Sleeve Shirt- Standard Size	\$42.95
2	FX5120	Men's Long Sleeve Shirt- 3XL and up	\$55.84
3	FX5100	Men's Short Sleeve Shirt- Standard Size	\$40.95
4	FX5100	Men's Short Sleeve Shirt- 3XL and up	\$53.24
5	FX57300	Men's Pant- Standard Size	\$42.95
6	FX57300	Men's Pant- 46 and up	\$55.84
7	FX5120W	Women's Long Sleeve Shirt- Standard Size	\$42.95
8	FX5120W	Women's Long Sleeve Shirt- 46 and up	\$55.84
9	FX5100W	Women's Short Sleeve Shirt- Standard Size	\$40.95
10	FX5100W	Women's Short Sleeve Shirt- 46 and up	\$53.24
11	FX57300W	Women's Pant- Standard Size	\$42.95
12	FX57300W	Women's Pant- 22 and up	\$55.84

No minimum order requirement

Attachment B

DNR Class C Uniform Specifications

Amended via Change Notice 6

Cross FX Class C Uniforms

The Cross FX Class B style uniform has been designed to help you adjust to unfolding events. Constructed for day-to-day duty, these uniforms include 4-in-1 cargo pockets, hidden MAP shirt pockets and strategically placed mesh stretch panels for all-day comfort and premium performance. Uniforms are available in long and short sleeve shirts

Color: OD Green

- 5 oz. 65/35 Poly/Cotton Mini RipStop with repel finish
- 1/8" double-needle construction
- Convertible Collar on Both Shirts
- Pointed flap with inverted pleated pocket with concealed Map pocket
- Knit-mesh stretch panel built into underarm and through the shoulder blade for added breathability and freedom of motion
- Vented back yoke for breathability
- Wire pass through on both sides
- Concealed zipper closure
- Supercrease® (2 front, 3 back) for crease retention

Men's Long Sleeve	Item: FX5120
Female's Long Sleeve	Item: FX5120W

Men's Short Sleeve	Item: FX5100
Female Short Sleeve	Item: FX5100W

The Cross Fx Class A style uniform provides the professional appearance of a traditional uniform with functional designs to ensure all-day comfort and easy maintenance. Proprietary features like the Freedom Flex™ waistband, articulated stretch panels and the permanent Supercrease® system, keep officers confident and in control all shift long.

Color: OD Green

- 6.5 oz. 65/35 Poly/Cotton Mini RipStop with repel finish
- 1/8" double-needle construction
- Freedom Flex waistband offers 2" additional stretch per side
- 10 pocket design includes 2 front pockets with knife notch, 2 back besom pockets, 2 lower utility pockets and 2 4-in-1 cargo pockets
- Gusseted crotch offers wide range of motion
- Supercrease® for crease retention

Men's Trousers	Item: FX57300
Female's Trousers	Item: FX57300W

Attachment C
DNR Class A & B Uniform Specifications and Pricing
Amended via Change Notice 6

Class A & B Uniforms by Fechheimer Brother Manufacturing Company

Custom Long Sleeve Shirt – MI-DNR-LSB

Fabric: Raeford Worsted Corporation's Material #571-585, 45% Wool/55% DACRON gray 2 ply, warp and filling, tropical, 8-8 ½ oz. material shall be pre-shrunk.

Custom Short Sleeve Banded Collar Shirt – MI-DNR-SSB

Fabric: Raeford Worsted Corporation's Material #571-585, 45% Wool/55% DACRON gray 2 ply, warp and filling, tropical, 8-8 ½ oz. material shall be pre-shrunk.

Custom Short Sleeve Convertible Collar Shirt – MI-DNR-SSC

Fabric: Raeford Worsted Corporation's Material #571-585, 45% Wool/55% DACRON gray 2 ply, warp and filling, tropical, 8-8 ½ oz. material shall be pre-shrunk.

Custom Freedom Flex Trousers Summer – MI-DNR-STRS

Fabric: Raeford Style #538-92727, 45% Wool/55% DACRON, OD Green 2 ply warp and filling, gabardine 14 ½ - 15 oz. material shall be pre-shrunk.

Custom Freedom Flex Trousers Winter- MI-DNR-WTRS

Fabric: Raeford Style #645-92727, 45% Wool/55% DACRON, OD Green 2 ply warp and filling, Elastique 16 ½-17 oz. material shall be pre-shrunk.

Class A & B Uniforms Flechheimer Brothers Manufacturing Company			
LINE #	ITEM NO.	ITEM DESCRIPTION	PRICE EACH
13	MI-DNR-LSB	Long Sleeve Shirt	\$71.90
14	MI-DNR-SSB	Short Sleeve Shirt Banded	\$60.90
15	MI-DNR-SSC	Short Sleeve Shirt Convertible Collar	\$58.90
16	MI-DNR-STRS	Summer Trousers	\$81.30
17	MI-DNR-WTRS	Winter Trousers	\$83.90

Prices are based on a minimum order of 300 items in any combination



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 5
to
Contract Number 071B3200142

CONTRACTOR	Lansing Uniform Company, Inc.
	1141 S Washington Ave
	Lansing, MI 48910
	Jim Downs
	517-482-6628
	lansinguniform@gmail.com
	*****9944

STATE	Program Manager	Sandoval, Dorene	DNR
		517-284-6018	
		sandovald@Michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 284-7026	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: CONSERVATION OFFICER UNIFORMS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 4, 2010	August 3, 3015	2 - 1 Year	August 3, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		August 3, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 336,542.63		\$ 150,000.00	\$ 486,542.63	

DESCRIPTION: Effective August 1, 2016, this contract is exercising the second option year and is increased by \$167,355.00. All other terms, conditions, specifications and pricing remain the same. Per Lansing Uniform Company, Inc. and DNR agreement, DTMB approval and State Administrative Board approval dated July 26, 2016.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 4
 to
 CONTRACT NO. 071B3200142
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Lansing Uniform Company, Inc.	Jim Downs	lansinguniform@gmail.com
1141 S Washington Ave	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Lansing MI, 48910	517-482-6628	*****9944

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DNR	Dorene Sandoval	517-284-6018	sandovald@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Valerie Hiltz	(517) 284-7026	hiltzv@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Conservation Officer Uniforms			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 4, 2010	August 3, 3015	2 - 1 Year	August 3, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		30 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 251,542.63		\$ 85,000.00	\$ 336,542.63	
DESCRIPTION: Effective February 1, 2016, this contract is hereby increased by \$85,000.00 for DNR use. All other terms, conditions, specifications and pricing remain the same per DNR request, Contractor agreement and DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 4890
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B3200142
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Lansing Uniform Company, Inc.	Jim Downs	lansinguniform@gmail.com
1141 S Washington Ave	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Lansing MI 48910	517-482-6628	9944

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DNR	Sandoval, Dorene	517-284-6018	sandovald@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Valerie Hiltz	(517) 284-7026	hiltzv@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: CONSERVATION OFFICER UNIFORMS			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE (S) NOTED BELOW
August 04, 2010	August 04, 2015	2, 1 year	August 03, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		30 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P Card: <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXPIRATION DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$251,542.63		\$0.00	\$251,542.63	

DESCRIPTION:
 Effective September 11, 2015, Class A and B Officer Uniforms are hereby ADDED to this contract in accordance with description and pricing per Attachment C. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement and DTMB Procurement approval.

ATTACHMENT C

Added Change Notice #3

Class A & B Conservation Officers Uniforms

Class A & B Uniforms by Fechheimer Brother Manufacturing Company

Custom Long Sleeve Shirt – MI-DNR-LSB

Fabric: Raeford Worsted Corporation's Material #571-585, 45% Wool/55% DACRON gray 2 ply, warp and pre-shrunk.

Custom Short Sleeve Banded Collar Shirt – MI-DNR-SSB

Fabric: Raeford Worsted Corporation's Material #571-585, 45% Wool/55% DACRON gray 2 ply, warp and pre-shrunk.

Custom Short Sleeve Convertible Collar Shirt – MI-DNR-SSC

Fabric: Raeford Worsted Corporation's Material #571-585, 45% Wool/55% DACRON gray 2 ply, warp and pre-shrunk.

Custom Freedom Flex Trouser Summer

Fabric: Raeford Style #538-92727, 45% Wool/55% DACRON, OD Green 2 ply warp and filling, gabardine 1

Custom Freedom Flex Trouser Winter

Fabric: Raeford Style #645-92727, 45% Wool/55% DACRON, OD Green 2 ply warp and filling, Elastique 1

Desc.	US under 300	US Over 300	Offshore Over 300
Long Sleeve Shirt	\$82.50	71.90	57.90
Short Sleeve Banded	\$69.50	60.90	48.90
Short Sleeve Convertible	\$67.50	58.90	47.90
Trousers Summer	\$92.90	81.30	65.90
Trousers Winter	\$95.90	83.90	67.90

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
to
CONTRACT NO. 071B3200142
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Lansing Uniform Company, Inc.	James P. Downs	lansinguniform@gmail.com
1141 S. Washington Ave.	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Lansing, MI 48910	517-482-6628	9944

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DNR	Dorene Sandoval	517-284-6018	sandovald@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Valerie Hiltz	517-284-7026	hiltzv@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Conservation Officer Uniforms- DNR			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 4, 2010	August 3, 2015	Two- One Year	August 3, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		August 3, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$251,542.63		\$0.00	\$251,542.63	
DESCRIPTION: Effective August 4, 2015, the first option year available on this contract is hereby exercised. The revised contract expiration date is August 3, 2016. Buyer is changed to Valerie Hiltz, DTMB. Program Manager/CCI is changed to Dorene Sandoval, DNR. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48913

CHANGE NOTICE NO. 1
To
CONTRACT NO. 071B3200142

Between

THE STATE OF MICHIGAN

And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Lansing Uniform Company, Inc.	James P. Downs	lansinguniform@gmail.com
1141 S. Washington Ave.	TELEPHONE	CONTRACTOR #, MAIL CODE
Lansing, MI 48910	(517) 482-6628	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DNR	Lisa VanOstran	(517) 373-7987	vanostranl@michigan.gov
BUYER:	DTMB	Paula Hurst	(517) 373-9776	hurstp2@michigan.gov

INITIAL CONTRACT SUMMARY:			
DESCRIPTION: Conservation Officers Uniforms – Department of Natural Resources			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	August 4, 2010	August 3, 2015	2, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:	
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, NEW EXPIRATION DATE:
<p>Effective 10/9/2013, the vendors name has changed from Downs Group, Inc. to Lansing Uniform Company, Inc. The Federal ID number remains the same. All other terms, conditions, pricing, and specifications remain unchanged.</p> <p>Per vendor request (letter dated 10/25/2013) and DTMB-Procurement agreement.</p>	
VALUE/COST OF CHANGE NOTICE:	\$0.00
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$251,542.63

FOR THE CONTRACTOR:
Lansing Uniform Company, Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature
**Jeff Brownlee, Chief Procurement
Officer**

Name/Title
DTMB-Procurement

Division

Date

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48913

CHANGE OF CONTRACTOR NAME AND OR TAX IDENTIFICATION NUMBER

CONTRACT NO. 071B0200281

hereafter referred as

CONTRACT NO. 071B3200142

between

THE STATE OF MICHIGAN

and

CURRENT NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Downs Group, Inc. 1141 S. Washington Ave. Lansing, MI 48910	Jim Downs	lansinguniform@gmail.com
	TELEPHONE	NEW CONTRACTOR #, MAIL CODE
	517-482-6628	

PREVIOUS NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Lansing Uniform Company, LLC. 1141 S. Washington Ave. Lansing, MI 48910	Jim Downs	lansinguniform@gmail.com
	TELEPHONE	PREVIOUS CONTRACTOR #, MAIL CODE
	517-482-6628	

DESCRIPTION OF CHANGE NOTICE:

THE CONTRACTOR HAS NOTIFIED THE STATE OF MICHIGAN OF A CHANGE IN ITS BUSINESS NAME AND OR TAX IDENTIFICATION NUMBER. DUE TO THE INTERNAL SYSTEMS RELATED TO THE RELEASE OF CONTRACTOR PAYMENTS, A NEW CONTRACT NUMBER MUST BE ASSIGNED. THE NEW CONTRACT NUMBER IS 071B3200142. EXCEPT FOR THE NEWLY-ASSIGNED NUMBER, THE CONTRACT TERMS AND CONDITIONS REMAIN IN EFFECT.

THIS CHANGE IS EFFECTIVE: July 1, 2013

\$251,542.63 REMAINING ON CONTRACT # 071B0200281 TO BE TRANSFERRED TO CONTRACT # 071B3200142.

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DNR	Lisa VanOstran	517-373-7987	Vanostranl@michigan.gov
BUYER:	DTMB	Paula Hurst	517-373-9776	Hurstp2@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: (Descriptive Contract Title (Not always the same language as provided in MAIN))			
Conservation Officers Uniforms – Department of Natural Resources			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 Years	August 4, 2010	August 3, 2015	2, 1 Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

PREVIOUS CONTRACTOR:	FOR THE STATE:
Lansing Uniform Company, LLC.	
Firm Name	Signature
Authorized Agent Signature	Jeff Brownlee, Chief Procurement Officer
Authorized Agent (Print or Type)	Name/Title
Date	Enter Name of Agency
	Date

CURRENT CONTRACTOR:
Downs Group, Inc.
Firm Name
Jeff Brownlee, Chief Procurement Officer
Authorized Agent Signature
Authorized Agent (Print or Type)
Date

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

August 31, 2011

CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B0200281
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR Lansing Uniform Company 1141 S. Washington Ave. Lansing, MI 48910		TELEPHONE Jim Downs (517) 482-6628
		CONTRACTOR NUMBER/MAIL CODE
Email: lansinguniform@sbcglobal.net		BUYER/CA (517) 373-9776 Paula Hurst
Contract Compliance Inspector: Jana Harding Conservation Officers Uniforms – Department of Natural Resources and Environment & Environment		
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: August 4, 2010 To: August 3, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE(S):

Effective August 31, 2011, the following alternative Class C Uniforms are ADDED to this Contract:

Alternative Class C Uniform by Fechheimer Brother Manufacturing Company

Command Wear 65/35 Poly/Cotton Twill-OD Green

<u>Pants:</u>	<u>Price</u>
Men's 47305/Women's 47305WT	\$50.00
Sizes Available: Short 28-40 (even only), Reg. 28-56	
<i>No shorts available at this time</i>	

<u>Shirts:</u>	<u>Price</u>
Long Sleeve Men's 35R5887	\$42.50
Long Sleeve Women's 135R5887	\$42.50
Short Sleeve Men's 85R5887	\$38.50
Short Sleeve Women's 185R5887	\$38.50

All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per request from vendor dated 8/4/2011, agreement from agency dated 8/22/2011, and approval from DTMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$276,878.00

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

March 16, 2011

CHANGE NOTICE NO.1
TO
CONTRACT NO. 071B0200281
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Lansing Uniform Company 1141 S. Washington Ave. Lansing, MI 48910 Email: lansinguniform@sbcglobal.net	TELEPHONE Jim Downs (517) 482-6628
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-9776 Paula Greathouse
Contract Compliance Inspector: Jana Harding Conservation Officers Uniforms – Department of Natural Resources and Environment & Environment	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: August 4, 2010 To: August 3, 2015	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective March 15, 2011, the buyer for this contract has **CHANGED** to Paula Greathouse.
All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per DTMB Purchasing Operations

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$276,878.00

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

August 23, 2010

NOTICE
OF
CONTRACT NO. 071B0200281
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Lansing Uniform Company 1141 S. Washington Ave. Lansing, MI 48910		TELEPHONE Jim Downs (517) 482-6628
		CONTRACTOR NUMBER/MAIL CODE
Email: lansinguniform@sbcglobal.net		BUYER/CA (517)241-1647 Irene Pena, Buyer Specialist
Contract Compliance Inspector: Jana Harding Conservation Officers Uniforms – Department of Natural Resources and Environment & Environment		
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: August 4, 2010 To: August 3, 2015		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

The terms and conditions of this Contract are those of ITB #071I9200090, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$276,878.00**

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

CONTRACT NO. 071B0200281
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Lansing Uniform Company 1141 S. Washington Ave. Lansing, MI 48910		TELEPHONE Jim Downs (517) 482-6628	
		CONTRACTOR NUMBER/MAIL CODE	
Email: lansinguniform@sbcglobal.net		BUYER/CA (517)241-1647 Irene Pena, Buyer Specialist	
Contract Compliance Inspector: Jana Harding Conservation Officers Uniforms – Department of Natural Resources and Environment & Environment			
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: August 4, 2010 To: August 3, 2015			
TERMS		SHIPMENT	
N/A		N/A	
F.O.B.		SHIPPED FROM	
N/A		N/A	
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION:			
<p>The terms and conditions of this Contract are those of ITB #071I9200090, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p>			
Estimated Contract Value: \$276,878.00			

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 0719200090. Orders for delivery will be issued directly by the Department of Natural Resources and Environment through the issuance of a Purchase Order Form. All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:

Lansing Uniform Company
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature
Irene Pena, Buyer Specialist
Name/Title
Commodities Division
Division
Date



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This is a Contract for the Department of Natural Resources and Environment – Law Enforcement Division. This is a formal request to prospective Contractors to solicit bids or price quotations. Contractors must submit written proposals according to the instructions contained within this document, discussing how they will meet the specific requirements.

1.012 Background

The Department of Natural Resources and Environment, Law Enforcement Division is adding a washable class C uniform. This contract will provide for the initial outfitting of approximately 200 Conservation Officer Uniforms, then orders placed on an “as-needed” basis. The Agency has reviewed and tested a few of the brands that are in the market and have developed a specification for what meets their needs.

1.020 Scope of Work and Deliverables

1.021 In Scope

Contractors must present uniform components which meet the specifications put forth in the CONTRACT or something equivalent and they must meet the stocking and delivery requirements.

1.022 Work and Deliverable

Contractor must provide Deliverables and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Contractor shall provide uniform shirts (long and short sleeve), pants and shorts that meet the specifications as stated in attachment B.

Contractor shall sew a shoulder patch on each shirt at the time of ordering – patches will be provided by the Department.

Contractor shall maintain in their own warehouse a supply of all uniform components to be ordered and shipped on demand. Should Contractor have an alternate plan for warehousing/shipping, that plan needs to be put forth in detail.

There shall be no minimum order requirements.

An initial shipment will be made to the Lansing headquarters with all subsequent orders being shipped to District Offices throughout the state.

Contractor Response:

We will provide uniforms as requested by MDNRE. We will maintain inventory after initial order has been fulfilled and shipped to the Lansing, MI headquarters. Inventory of all product will be kept at four offices in Lansing, MI. Quantities of this inventory will be determined through discussion of future needs with MDNRE.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

The Contractor must identify a contract manager, who will handle any issues which may arise during the duration of this contract.



Contractor must identify the process which will be followed from the point of ordering, to the fulfillment of the order, billing and return policy. Process should include key contact people.

Contractor shall discuss customer service levels, estimated time to return inquiries, review of orders prior to process.

1.040 Project Plan

1.041 Project Plan Management

The contractor will carry out this project under the direction and control of the Department of Natural Resources and Environment.

Although there will be continuous liaison with the contractor team, the client agency's project director will communicate monthly as a minimum, with the contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems that arise.

The contractor will submit brief written yearly which summarizes the use of this contract during the reporting period; problems, real and anticipated, which should be brought to the attention of the client agency' project manager; and notification of any significant deviation from previously agreed upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.

Within thirty (30) working days of the award the contract, the contractor will contact the Department of Natural Resources project manager for final approval a work plan, which must include the following:

The contractor's project organizational structure.

The contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposals. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

The time-phased plan showing how they anticipate meeting the initial shipment of uniforms and a plan for each subsequent request.

Contractor Response:

We agree to communicate with MDNRE as outlined in the RFP. The contacts are as follows:
James P. Downs, Owner/Manager
James B. Downs, Owner/Manager

1.042 Reports

The Contractor shall provide the Department of Natural Resources and Environment with an annual report of usage for the contract.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Deliverables provided under this SOW:

Uniforms are received as ordered.

1.052 Final Acceptance - Reserved

**1.060 Proposal Pricing****1.061 Proposal Pricing**

For authorized Services and Price List, see Attachment A.

Contractors are encouraged to offer quick payment terms (i.e. 2% discount off invoice if paid within 10 days). This information can be noted on the Contractors price proposal (see Attachment A) and/or a separated attachment. This will be a factor considered in our award decision.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.

1.062 Price Term

(XX) Fixed with prospective re-determination at an agreed upon time

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

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. **The Contractor remains responsible for performing according to the contract terms at the contract price for all orders received before price revisions are approved or before the contract is cancelled.**

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback - Reserved**1.070 Commodity Requirements and Terms****Product Quality****1.0701 Specifications**

Definite Specifications - All commodities to be furnished hereunder shall conform to the specifications as noted in the "Contract" and/or copies of specifications attached. Alternates will be reviewed, but may be disqualified for not meeting specifications.



Descriptive literature that contains complete specifications or the complete specifications should be included with the alternate bid.

Bids will be considered for uniforms not in complete conformance with the specifications, provided, the general design and function of the proposed materials (equipment) or description of work for services conform with the intent of the specification, and that all exceptions to the specifications are stated on the "Contract" form and clearly described in supplemental information submitted with the bid.

1.0702 Alternate Bids

Contractors may offer alternate bids which are at variance from the express specifications of the Request for Proposal, and the State reserves the right to consider and accept such bids if, in the judgment of the State Purchasing Director, the alternate bid will produce deliverables equal to or better than those which would be supplied by following the express specifications of the quotation, and acceptance of the alternate bid is deemed to serve the best interest of the State of Michigan. An alternate bid must clearly describe all variances from the express specifications.

Contractor Response:

No Alternates bids will be submitted.

1.0703 Research and Development

Contractor shall discuss their ability to invest in new product development and research to stay current with ongoing demands.

Contractor Response:

We will advise DNRE of any and all new product and/or technologies which come to our attention which may be of value to needs of agency.

1.0704 Quality Assurance Program

Contractors to provide detail regarding any Quality Assurance Program(s) that are currently in place within their organization.

Contractor Response:

All garments and orders are checked for quality and accuracy prior to shipment. We will also check orders before being placed with supplier to check for any errors which may delay timely delivery of product.

1.0705 Warranty for Products

Contractors shall discuss all aspects of their warranty. This shall include the warranty associated with the actual product being proposed, as well as the warranty associated with any service work performed under the contract. Contractors shall also discuss how they will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process State agencies should follow to report warranty issues.

1.0706 Training

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

1.0707 Special Programs

The State is interested in any other special programs that vendor's may have. Please discuss these programs, such as return policies, trade-in programs allowing the return of new product not needed, quantity discounts, etc.

**1.0708 Security**

The resulting Contract may require frequent deliveries to State of Michigan facilities. Contractors shall discuss in their proposals all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. 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, Contractors shall provide the results of all security background checks.

Upon review of the security measures included in a Contractor's proposal and if that Contractor is awarded the contract, 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, Contractors 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 would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities; see section 2.051, Background Checks and Security.

Contractor Response:

We currently service and deliver to several state and local agencies. We have no reason to believe that at this time security will be a concern. If the state feels it necessary to perform background checks for the purposes of delivery and meetings with contract administrators, we have no problem in providing the state with all necessary information for this request.

Delivery Capabilities**1.0709 Time Frames**

It is requested that the initial order must be processed within thirty (30) calendar days, all other orders must be shipped within seven (7) calendar days after receipt of order. Vendors shall discuss in detail the various delivery programs available. The State is interested in both a standard delivery program and a quick-ship program. Please discuss the delivery time associated with each program, as well as if there are quantity and other limitations for the quick ship program.

Contractor Response:

Lansing Uniform agrees delivery will be 7 days after receipt of order for all items except the long and short rise shorts. Delivery for the long and short rise shorts will be 17 days after receipt of order.

1.0710 Minimum Order

It is requested that there will not be a minimum order on this contract.

Contractor Response:

Vendor Agrees

1.0711 Packaging

The Contractor is requested to provide packaging that most closely meets these packaging sizes. However, Contractors can submit alternates. The state reserves the right of final approval on packaging offered by the Contractor.



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

Contractor Response:

Lansing Uniform will meet all of the requirements set forth in the proposal for shipping and packaging.

1.0712 Palletizing

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

- Manufacturer's 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.

Contractor Response:

Will Comply

1.0713 Delivery Term

(XX) F.O.B. Pre-paid and ADD

Prices shall be quoted "F.O.B. Pre-paid and ADD" with transportation charges prepaid on all orders to the State. Contractor shall invoice at actual cost, providing documentation with each shipment,

Freight Charges - 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.

Contractor Response:

Will Comply

1.0714 Contract Performance

Indicate if the Contractor has had a contract terminated for default in the last three years. Termination for default is defined as notice to stop performance which was delivered to the Contractor due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and determined that the Contractor was in default. If the Contractor has not had a contract terminated for default, the Contractor must affirmatively state this under "Reason" below.

If no the terminations exist, the Contractor must affirmatively state this.

Note: If the Contractor has had a contract terminated for default in this period, the Contractor must submit full details including the other party's name, address, and phone number Purchasing Operations will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: None

Reason: _____

1.0715 Place of Performance

Contractors, in the performance of any resulting contract, must state if they intend to use one or more plants or facilities located at a different address from the address indicated in section 4.011. The following information must be provided for these plants or facilities:

Place of Performance Full address	Owner/Operator of facility to be used	Percent (%) of Contract value to be Performed at listed Location
NA		

1.0716 Environmental Requirements

Energy Efficiency Purchasing Policy – The State shall seek wherever possible to purchase energy efficient products. This may include giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable bids.

Environmental Purchasing Policy – The State of Michigan has committed to encourage the use of products and services that impact the environment less than competing products. This can be best accomplished by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution.

Environmental components that may be considered in Best Value Purchasing evaluation include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bio-accumulative. Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

I. Recycled Content and Recyclability

A. Recycled Packaging. Contractors may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Contractors offer packaging which:

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- minimizes or eliminates the use of polystyrene or other difficult to recycle materials
- minimizes or eliminates the use packaging and containers and, in the alternative, minimizes or eliminates the use of non-recyclable packaging and containers
- provides for a return program where packaging can be returned to a specific location for recycling
- contains materials which are easily recyclable in Michigan.

All Contractors are requested to indicate below an estimate of the percentage of recycled materials, if any, contained in each item bid. Higher percentages of recycled materials are preferred. Product performance is paramount, whether containing recycled material or not; however, preference will be given to products that perform up to specification and are environmentally preferable without compromising quality.

_____0__ % (Total estimated percentage of recovered material)



_____0__ % (Estimated percentage of post-consumer material)

_____0__ % (Estimated percentage of post-industrial waste)

Certification

I, Jeff Dubin (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

II. Materials Identification and Tracking

A. Hazardous Material Identification. 'Hazardous material', as used in this clause, includes any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the contract).

- (1) The Contractor must list any hazardous material, as defined in §370.20 (a) of 40 CFR, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, enter 'None')	Identification Number

- (2) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (3) The apparently successful Contractor agrees to submit, for each item as required prior to award, a Material Safety Data Sheet for each hazardous material identified in paragraph (1) of this clause. Data shall be submitted in accordance with Section 312 of the federal Emergency Planning and Community Right-to-Know Act, whether or not the apparently successful Contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Contractor being considered non-responsive and ineligible for award.

B. Mercury Content. It is the clear intent of state agencies to avoid purchasing products that contain intentionally-added mercury whenever possible. Contractors shall offer mercury-free product alternatives whenever available. Should mercury-free alternatives not exist, as presently is the case with a few select products and devices such as fluorescent lamps or where the alternative is not yet cost competitive, such as dental amalgam, Contractors shall offer the lowest mercury content available for a given application. Contractors shall disclose whenever products contain added-mercury by using the following format.

() Product contains added-Mercury (attach an explanation that includes: the amount or concentration of mercury and justification as to why this particular product is essential).

In addition, the Contractor shall also ensure that all products to be purchased containing intentionally added-mercury shall be labeled as: "product contains mercury/recycle or dispose of properly." For instances where space constraints limit the amount or size of print, the chemical symbol "Hg" followed by a picture of a trash container with a diagonal line through it shall suffice for labeling requirements.

CONTRACTORS PLEASE NOTE: Michigan Law Prohibits the sale of mercury-containing thermostats, thermometers, sphygmomanometers (blood pressure monitors) and other types of medical devices. For specific details visit: http://www.michigan.gov/deq/0,1607,7-135-3307_29693_4175-160230--,00.html



C. Brominated Flame Retardants (BFR). Contractors shall disclose whether the products being offered contain toxic flame retardants. Contractors are encouraged to provide BFR-free alternatives when available.

() Product does not contain BFR's

() Product does contain BFR's (attach an explanation)

D. Ozone Depleting Substances

'Ozone-depleting substance', as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as:

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

'Warning: Contains (or manufactured with, if applicable) None (insert the name of the substance(s).), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

A. Clean Air and Water

Vendor certifies that any facility to be used in the performance of this contract has all the necessary environmental permits and is in consistent compliance with all applicable environmental requirements and has no outstanding unresolved violations.

The vendor will immediately notify the state, before award, of the receipt of any communication from the Environmental Protection Agency or any state environmental agency, of civil or criminal enforcement for any facility that the vendor proposes to use in the performance of this contract.

B. Emergency Planning and Community Right-to-Know Reporting - By signing this offer, the Contractor certifies that:

(1) The owner or operator of each facility that will be used in the performance of this contract is in compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.). EPCRA filing and reporting requirements include emergency planning notification, release reporting, hazardous chemical inventory reporting, and toxic chemical release inventory (TRI) reporting.

(2) The owner or operator of each facility that will be used in the performance of this contract will maintain compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.) for the life of the contract.

1.0717 Subcontractors

Indicate below **ALL** work to be subcontracted under any resulting Contract (use additional attachment if necessary; estimates are acceptable):



Description of Work to be sub-contracted	Percent (%) of total contract value to be sub-contracted	Sub-contractor's name and principal place of business (City and State)
None		

1.0718 Reports and Meetings

- (a) Reports.
Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:
- (i) separately address Contractor's performance in each area of the Services;
 - (ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
 - (iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
 - (iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
 - (v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
 - (vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.
 - (vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.
 - (viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.
 - (ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.
- (b) Meetings.
Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

1.0719 Samples/Models - Reserved

1.080 Additional Requirements

1.81 Additional Terms and Conditions specific to this CONTRACT

The Department of Natural Resources and Environment reserves the right to wear test only those uniform submissions which they have not previously wear tested. This Contractor will be requested to provide up to six (6) sets of uniforms for this testing period which will be done for a three (3) week time period.



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of five (5) years beginning August 4, 2010 through August 3, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.130**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

**2.007 Headings**

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

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

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

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration**2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and Department of Natural Resources and Environment (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Irene Pena, Buyer Specialist
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: Penai1@michigan.gov
Phone: (517) 241-1647

2.022 Contract Compliance Inspector (CCI)

After DMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with Department of Natural Resources and Environment, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the**



Contract as that authority is retained by DMB Purchasing Operations. The Contract Compliance Inspector for this Contract is:

Jana Harding-Bishop, Buyer
Department of Natural Resources and Environment
530 W Allegan Street
PO Box 30028
Lansing, MI 48909
Email: HardingJ3@michigan.gov
Phone: (517) 373-1190
Fax: (517) 373-6507

2.023 Project Manager

The following individual will oversee the project:

James Dubbs
Department of Natural Resources and Environment
530 W Allegan Street
PO Box 30031
Lansing, MI 48909
Email: DubbsJ@michigan.gov
Phone: (517) 335-3436

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

**2.025 Notices**

Any notice given to a party under the Contract must be deemed effective, if addressed to the 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 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.

State:
State of Michigan
Purchasing Operations
Attention: Irene Pena, Buyer Specialist
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Jim Downs
Lansing Uniform Company
1141 S. Washington Ave.
Lansing, MI 48910

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.



(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

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

2.032 Contract Distribution

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

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not 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 the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future CONTRACT, it may be precluded from bidding on the subsequent CONTRACT. The State reserves the right to disqualify any Contractor if the State determines that the Contractor has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the CONTRACT development, or as a Vendor offering free assistance) to gain a competitive advantage on the CONTRACT.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

**2.042 Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with

Section 1.064.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

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

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

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes**2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management**2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor



provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

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

**2.068 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor**2.071 Contractor full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

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

2.080 State Responsibilities

**2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security**2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements - Reserved**2.100 Confidentiality****2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and



regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.080** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.080** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon



10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.



- (c) It 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 licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) 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 the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must 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 must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Contractor for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Contractor; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the CONTRACT 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 the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the 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 the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State



or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

Goods provided by Contractor 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 Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

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

2.124 Warranty of Title

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor 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 Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty - Reserved

2.126 Equipment to be New - Reserved

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must 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 the 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 under this Contract.

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



The insurance must 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 must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

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

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

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 according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, 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 must 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 must 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 the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must 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 must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must 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) must 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.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds 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.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the 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, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.



2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 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.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must 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 benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

**2.145 Continuation of Indemnification Obligations**

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

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

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the 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 notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must 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 before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

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

2.150 Termination/Cancellation**2.151 Notice and Right to Cure**

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches 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.

**2.152 Termination for Cause**

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any CONTRACT issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

- (a) 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 Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.



(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. 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 the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (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) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the 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.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not 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.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

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

2.160 Termination by Contractor



2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, 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. If this Contract expires or terminates, 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 90 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145**.

2.172 Contractor Personnel Transition

The Contractor must 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 must 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 or vendors, 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 or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must 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 must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must 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) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.



2.176 State Transition Responsibilities

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:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

- (a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:



- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.163**.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.162** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

**2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.210 Governing Law**2.211 Governing Law**

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability**2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark 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; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities**2.231 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:



- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purch-Ops.
 - (2) Contractor must also notify DMB Purch-Ops 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.
 - (3) Contractor must also notify DMB Purch-Ops within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure - Reserved

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.211(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs)- Reserved

**2.243 Liquidated Damages - Reserved****2.244 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; 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 a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the 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.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business 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/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

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/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and 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.

2.250 Approval of Deliverables**2.251 Delivery Responsibilities**

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

- (a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
- (b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.



(c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing

(a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.223**.

(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.



(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables - Reserved

2.256 Process for Approval of Services- Reserved

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership- Reserved

2.261 Ownership of Work Product by State- Reserved

2.262 Vesting of Rights - Reserved

2.263 Rights in Data - Reserved

2.264 Ownership of Materials- Reserved

2.270 State Standards- Reserved

2.271 Existing Technology Standards- Reserved

**2.272 Acceptable Use Policy- Reserved****2.273 Systems Changes - Reserved****2.280 Extended Purchasing- Reserved****2.281 MiDEAL****2.282 State Employee Purchases- Reserved****2.290 Environmental Provision****2.291 Environmental Provision**

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution.

Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.



(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance:

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

**Attachment A, Price Proposal**

Uniform Component –	Cost Per Item
Perfection Brand`	
Long Pants	\$44.30
Short Pants	\$41.77
Short Sleeve Shirt	\$34.80
Long Sleeve Shirt	\$37.35



Attachment B – Uniform Specifications

Project: Class C Work Uniform

The Department of Natural Resources and Environment, Law Enforcement Division seeks proposals for a daily wear, work uniform for its approximately 200 commissioned officers. This uniform will consist of four components:

- Long Sleeve Shirt
- Short Sleeve Shirt
- Long Pants w/Cargo Pocket
- Short Pants w/ Cargo Pocket

Uniform Specifications:

- Fabric Color - Forest Green
- Fabric Content - 65% Polyester/35% Cotton
- Fabric Weight - approx. 12 ozs. per linear yard

Shirt Specifications:

Sizing:

- Women's Cut: XS to 3XL/ 28" to 54" chest
- Men's Cut: S to 3XL/ 14"/14.5" to 22" neck/32" to 38" sleeve length
- Men's Tall Sizing: Same as above plus 2" added in torso

Features:

- 5 button placket
- Placketed pockets w/ scallop flap and velcro corner closures
- Pocket sizes: Male - 6 ½" Female - 6"
- Pen pocket on left pocket
- Badge tab w/ backing and reinforced stitching
- Shoulder straps (epaulets) w/ button closure
- Water repellant coating
- Silicone beaded permanent creases
- Double panel sides w/ double stitched seams

Pant Specifications:

Sizing:

- Inseam: Minimum 38" unhemmed
- Men's waist: 28" to 52"
- Women's waist: size 4 to 24
- Rise: must be available in short, regular and long rise

Features:

- Cargo pockets on both legs
 - Dual front/back pockets
 - Front pocket approx. 8"x7", non-bellows w/3 tab velcro closure
 - Back pocket w/ YKK heavy duty zipper closure
- Dual front pockets
- Dual rear pocket: minimum 5 ½" wide w/ button & tab closure on one side only
- Belt loops: minimum 2 ¼" loops sewn into inner pant
- Shirt stay grippers
- Reinforced crotch
- Button and clasp dual front waist closure

Shorts Specification

Sizing:

- Inseam: Minimum 8"
- Men's waist: 28" to 52"



Women's waist: size 4 to 24

Rise: must be available in short, regular and long rise

Features:

- Cargo pockets on both legs

 - Dual front/back pockets

 - Front pocket approx. 8"x7", non-bellows w/3 tab velcro closure

 - Back pocket w/ YKK heavy duty zipper closure

- Dual front pockets

- Dual rear pocket: minimum 5 ½" wide w/ button & tab closure on one side only

- Belt loops: minimum 2 ¼" loops sewn into inner pant

- Shirt stay grippers

- Reinforced crotch

- Button and clasp dual front waist closure