Form No. DTMB-3521 (Rev. 5/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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. 3
to
CONTRACT NO. 071B3200146
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Lansing Uniform Company	Jim Downs	lansinguniform@gmail.com
1141 South Washington	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Lansing, MI 48910	517-482-6628	9944

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MSP	LeAnne Rutherford	517-636-4403	RutherfordL2@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Valerie Hiltz	514-284-7026	HiltzV@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Uniform Shirts, Trousers and Blouses- Michigan State Police (MSP)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 17, 2011	August 16, 2014	Two- One Year	August 16, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 30	Destination	Within Government Premises as Directed	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS

Refer to Section 1.4.2 Minimum Order

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
☐ No ☒ Yes	☒	☐	One Year	August 16, 2016

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$1,318,604.50	$125,000.00	$1,443,604.50

DESCRIPTION:

Effective August 17, 2015, this contract is EXERCISING the second option year and is INCREASED by $125,000.00. The Buyer is changed to Valerie Hiltz, DTMB Procurement and the Program Manager CCI is changed to LeAnne Rutherford, MSP. The revised contract expiration date is August 16, 2016. Per agency request, vendor agreement, and approval from DTMB-Procurement and Ad Board Approval on July 14, 2015.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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. 071B3200146

between

THE STATE OF MICHIGAN

and

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

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP	Victoria Olivarez	517-241-1064	Olivarezv1@michigan.gov
BUYER	DTMB	Lisa Crozier-Green	517-284-7042	CrozierGreenL@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: Uniform Shirts, Trousers and Blouses – Michigan State Police

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 17, 2011	August 16, 2014	2, 1 Year Options	**August 16, 2014**
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
Net 30	Delivered	90 to 135 days ARO	Cincinnati, Ohio

ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS:

Refer to Section 1.4.2 Minimum Order

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☐ No ☒ Yes	☒	☒	One (1) Year	**August 16, 2015**

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$550,000.00	**$1,318,604.50**

Effective August 17, 2014 this contract is utilizing the FIRST OPTION YEAR and is INCREASED by $550,000.00. The new end date is August 16, 2015. CHANGE Buyer to Lisa Crozier-Green.
All other terms, conditions, pricing, and specifications remain the same.
Per agency request, vendor agreement, DTMB-Procurement approval, and the approval of the State Administrative Board on June 24, 2014.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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. 071B3200146

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:	MSP	Rochelle Warner	(517) 636-4556	warnerr9@michigan.gov
BUYER:	DTMB	Paula Hurst	(517) 373-9776	hurstp2@michigan.gov

INITIAL CONTRACT SUMMARY:

DESCRIPTION: **Uniform Shirts, Trousers and Blouses – Michigan State Police**

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	August 17, 2011	August 16, 2014	2, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	Delivered	90 to 135 days ARO	Cincinnati, Ohio

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ YES ☒ NO

MINIMUM DELIVERY REQUIREMENTS:

Refer to Section 1.4.2 Minimum Order

DESCRIPTION OF CHANGE NOTICE:

OPTION EXERCISED: ☒ NO ☐ YES | IF YES, NEW EXPIRATION DATE:

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.

Per vendor request (letter dated 10/25/2013) and DTMB-Procurement agreement.

VALUE/COST OF CHANGE NOTICE:	$0.00
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	$768,604.50

Form No. DTMB-3524 (Created 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: No further payment will be made to the previous Contractor name and or number.

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. 071B1300348

hereafter referred as

CONTRACT NO. 071B3200146

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 071B3200146. EXCEPT FOR THE NEWLY-ASSIGNED NUMBER, THE CONTRACT TERMS AND CONDITIONS REMAIN IN EFFECT. **THIS CHANGE IS EFFECTIVE: July 1, 2013**
$768,604.50 REMAINING ON CONTRACT # 071B1300348 TO BE TRANSFERRED TO CONTRACT # 071B3200146.

Form No. DTMB-3524 (Created 4/2012)
Change of Contractor Name or Tax Identification Number
Contract No. 071B1300348 hereafter referred as Contract No. 071B3200146

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	**MSP**	**Rochelle Warner**	**517-636-4556**	**Warnerr9@michigan.gov**
BUYER:	**DTMB**	**Paula Hurst**	**517-373-9776**	**Hurstp2@michigan.gov**

CONTRACT SUMMARY:			
DESCRIPTION:			
Uniform Shirts, Trousers and Blouses – Michigan State Police			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Year	**August 17, 2011**	**August 16, 2014**	**2, 1 Year Options**
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	**Delivered**	**90 to 135 days ARO**	**Cincinnati, Ohio**
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ YES ☒ NO
MINIMUM DELIVERY REQUIREMENTS:			
Refer to Section 1.4.2 Minimum Order			

PREVIOUS CONTRACTOR:

Lansing Uniform Company, LLC
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jeff Brownlee, Chief Procurement Officer
Name/Title

DTMB Procurement
Enter Name of Agency

Date

CURRENT CONTRACTOR:

Downs Group, Inc.
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **February 28, 2012**
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B1300348

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Lansing Uniform Company, LLC** **1141 South Washington Avenue** **Lansing, MI 48910** **Email: lansinguniform@gmail.com**	TELEPHONE (517) 482-6628 **James P. Downs** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-9776 **Paula Hurst, Buyer**
CONTRACT COMPLIANCE INSPECTOR: Rochelle Taylor (517) 336-6290 **Uniform Shirts, Trousers and Blouses – Michigan State Police**	
CONTRACT PERIOD: **3 years + 2 one-year options**	From: **August 17, 2011** To: **August 16, 2014**
TERMS **Net 30**	SHIPMENT **90 to 135 days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Cincinnati, Ohio**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **Refer to Section 1.4.2 Minimum Order**	

NATURE OF CHANGE(S):

Effective February 27, 2012 the Buyer has been changed to:

Paula Hurst
Phone: (517) 373-9776
hurstp2@michigan.gov

All other terms, conditions specifications and prices remain unchanged.

AUTHORITY/REASON:

Per DTMB Procurement's approval

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $1,562,805.00

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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **October 13, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B1300348

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Lansing Uniform Company, LLC** **1141 South Washington Avenue** **Lansing, MI 48910** **Email: lansinguniform@gmail.com**	TELEPHONE (517) 482-6628 **James P. Downs** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa, Buyer Specialist**
CONTRACT COMPLIANCE INSPECTOR: Rochelle Taylor (517) 336-6290 **Uniform Shirts, Trousers and Blouses – Michigan State Police**	
CONTRACT PERIOD: **3 years + 2 one-year options**	From: **August 17, 2011** To: **August 16, 2014**
TERMS **Net 30**	SHIPMENT **90 to 135 days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Cincinnati, Ohio**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **Refer to Section 1.4.2 Minimum Order**	

NATURE OF CHANGE(S):

Item No. 12 Blouse, Uniform Men's unit price is hereby corrected to $395.00 each.

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

AUTHORITY/REASON:

Per Agency request dated October 13, 2011.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $1,562,805.00

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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **August 23, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B1300348
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Lansing Uniform Company, LLC** **1141 South Washington Avenue** **Lansing, MI 48910** **Email: lansinguniform@gmail.com**	TELEPHONE (517) 482-6628 **James P. Downs** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa, Buyer Specialist**
Contract Compliance Inspector: Rochelle Taylor (517) 336-6290 **Uniform Shirts, Trousers and Blouses – Michigan State Police**	
CONTRACT PERIOD: **3 years + 2 one-year options** From: **August 17, 2011** To: **August 16, 2014**	
TERMS **Net 30**	SHIPMENT **90 to 135 days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Cincinnati, Ohio**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **Refer to Section 1.4.2 Minimum Order**	
MISCELLANEOUS INFORMATION:	

TOTAL ESTIMATED CONTRACT VALUE: $1,562,805.00

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

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

CONTRACT NO. 071B1300348
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	TELEPHONE (517) 482-6628 **James P. Downs**
Lansing Uniform Company, LLC **1141 South Washington Avenue** **Lansing, MI 48910** **Email: lansinguniform@gmail.com**	CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa, Buyer Specialist**
Contract Compliance Inspector: Rochelle Taylor (517) 336-6290 **Uniform Shirts, Trousers and Blouses – Michigan State Police**	
CONTRACT PERIOD: **3 years + 2 one-year options** From: **August 17, 2011** To: **August 16, 2014**	
TERMS **Net 30**	SHIPMENT **90 to 135 days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Cincinnati, Ohio**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **Refer to Section 1.4.2 Minimum Order**	
MISCELLANEOUS INFORMATION: **The terms and conditions of this Contract are those of ITB #071I1300139, this Contract Agreement and the vendor's quote dated May 25, 2011. 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: $1,562,805.00**	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I1300139. Orders for delivery will be issued directly by the Department of State 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:	**FOR THE STATE:**
Lansing Uniform Company, LLC Firm Name	Signature
Authorized Agent Signature	Sue Cieciwa, Buyer Specialist Name/Title
Authorized Agent (Print or Type)	Commodities Division Division
Date	Date

STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Contract No. 071B1300348
Uniform Shirts, Trousers and Blouses
Michigan State Police

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

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Definitions

This section provides definitions for terms used throughout this document.

Business Day - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

Buyer – the DTMB-Purchasing Operations employee identified on the cover page of this RFP.

Chronic Failure - as defined in applicable Service Level Agreements.

Contract – based on this RFP, an agreement that has been approved and executed by the awarded bidder, the DTMB-Purchasing Operations Director, and the State Administrative Board.

Contractor – the awarded bidder after the Effective Date.

Days - Business Days unless otherwise specified.

Deleted, Not Applicable - the section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

Deliverable(s) - physical goods or commodities as required or identified in a Statement of Work.

Eastern Time – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

Effective Date - the date that a binding contract is executed by the final party.

Final Acceptance - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

Key Personnel - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contractor Key Personnel, subject to the restrictions of Section 2.4.2.

Post-Industrial Waste - industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Purchase Order - a written document issued by the State that requests full or partial performance of the Contract.

State - the State of Michigan.

State Location - any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

Stop Work Order - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.

Subcontractor - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.

Unauthorized Removal - the Contractor's removal of Key Personnel without the prior written consent of the State.

Article 1 – Statement of Work

1.1 Project Identification

1.1.1 Project

This Contract is for uniform shirts, trousers and blouses for the Michigan State Police (MSP).

1.2 Scope of Work and Deliverable(s)

1.2.1 In Scope – Deleted, Not Applicable

1.2.2 Deliverable(s)

The Contractor must provide the following Deliverable(s):

The Contractor shall meet specifications and provide men's and women's uniform shirts, trousers and blouses for approximately 2,000 uniform officers throughout the state. All uniform shirts, trousers and blouses shall be manufactured using automated computerized cutting systems to ensure consistency of fit and perfection of all components as well as dimensions of finished garments.

Definite specifications - All Deliverable(s) must conform to the specifications in **Attachment B – Specifications.**

1.2.3 Quantity

The State is not obligated to purchase in any specific quantity.

1.2.4 Ordering

The State will issue a Purchase Order, which must be approved by the Contract Compliance Inspector, to order any Deliverable(s). The Contractor is not authorized to begin performance until receipt of a Purchase Order.

1.2.5 Alternate Bids –Deleted, Not Applicable

1.3 Management and Staffing

1.3.1 Project Management - Deleted, Not Applicable

1.3.2 Reports

The Contractor must submit the following periodic reports to the State: usage reports, including quantity and dollars for State.

1.3.3 Staff, Duties, and Responsibilities – Deleted, Not Applicable

1.3.4 Meetings

The State may request meetings as it deems appropriate.

1.3.5 Place of Performance

The Contractor lists the following locations of all facilities that will be involved in performing this Contract:

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
Lansing Uniform Company 1141 South Washington Avenue Lansing, MI 48910	James Downs	5%
Fechheimer Brothers Uniform Company-Nationwide Plant 235 Shepherdsville Road Hodgenville,KY 42748	Fechheimer Brothers Uniform Company-Sales Representative Michael Limbert	40%
Fechheimer Brothers Uniform Company-Grantsville Plant Dorsey Hotel Road Grantsville, MD 21536	Fechheimer Brothers Uniform Company-Sales Representative Michael Limbert	40%
Fechheimer Brothers Uniform Company 4545 Marlsbary Road Cincinnati, OH 45242	Brian Duffy-Customer Service Manager 513-792-1648	15%

1.3.6 Reserved

1.3.7 Binding Commitments- Deleted, Not Applicable

1.3.8 Training - Deleted, Not Applicable

1.3.9 Security – Deleted, Not Applicable

1.4 Delivery and Acceptance

1.4.1 Time Frames

All Deliverable(s) must be delivered within the following time frames:

Shirts, Trousers and Blouses 90 to 135 days ARO

1.4.2 Minimum Order

The State's minimum order is as follows:

10 Shirts - assorted styles, sizes and colors
50 (Pairs) Trousers - assorted styles and sizes
20 Blouses - assorted styles and sizes

1.4.3 Packaging

The Contractor shall provide packaging sizes for the Deliverable(s) as follows:

Shirts

Finished shirts shall 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 shall be labeled on the end with the following information:

1. Uniform Shirt, Men’s or Women’s, and Long or Short Sleeve
2. Color, Dark Blue or Light Blue
3. Size
4. MSP Commodity Number

5. Quantity
6. Year of Manufacture
7. Purchase Order Number

Summer Trousers

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. Quantity
5. Year of Manufacture
6. Purchase Order Number

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

Winter Trousers

All winter trousers shall be conveniently boxed with no more than five (5) trousers per box, only one (1) size per box. Each box shall be labeled on the end with the following information:

1. Winter Trousers, Men’s or Women’s
2. Size
3. Quantity
4. MSP Commodity Number
5. Year of Manufacture
6. Purchase Order Number (State of Michigan)

Shirts and Trousers – Carton Requirements

All boxed shirts and trousers 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)

Blouses

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
5. Purchase Order Number (State of Michigan)

Blouses – Carton Requirements

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 (State of Michigan)

Packaging and containers must meet the current requirements of state and federal law applicable to rail and motor carrier freight classifications, which will permit application of the lowest freight rate.

1.4.4 Palletizing

Shipments must be palletized whenever possible. Manufacturer's standard 4-way shipping pallets must be used.

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

1.4.5 Delivery Term

Unless specified otherwise below, delivery is governed by Section 2.8.2, Delivery Responsibilities.

Prices are quoted "F.O.B. Destination, within Government Premises" with transportation charges prepaid on all orders that meet the minimum order requirement specified in Section 1.4.2, Minimum Order.

1.4.6 Acceptance Process

The acceptance process is defined in Section 2.8.4, Acceptance of Deliverable(s), unless otherwise defined in this section.

1.4.7 Criteria

The State will use the following criteria to determine acceptance of Deliverable(s):

- Each order placed shall be delivered in the quantities ordered and within the timeframe outlined in this Contract.
- The MSP representative, or their designee, will inspect the uniforms and approve acceptance of goods upon delivery.

1.5 Proposal Pricing

1.5.1 Pricing

The Contract prices are fixed for all Deliverable(s), and the associated payment milestones and payment amounts as required by Section 2.2.1, Fixed Prices for Deliverable(s). The Contract pricing details are in **Attachment A – Price Proposal**.

1.5.2 Quick Payment Terms – Deleted, Not Applicable

1.5.3 Price Term

Prices in **Attachment A** are firm with prospective renegotiation at an agreed upon time. The criteria for a re-determination of pricing are under Section 2.3.5, Price Changes.

1.5.4 Tax Excluded from Price

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax. DTMB-Purchasing Operations will furnish exemption certificates for sales tax 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, the Contractor's prices must not include the Federal Excise Tax.

1.5.5 Invoices

The Contractor’s invoice should include the following:

(a) Date
(b) PO #

(c) Quantity
(d) Deliverable
(e) Unit Price
(f) Shipping Cost (if any)
(g) Total Price

1.6 Commodity Requirements

1.6.1 Customer Service

The Contractor shall be able to receive orders by any of the following methods: electronically, phone, facsimile transmission, or by written order. The Contractor must have internal controls, approved by DTMB-Purchasing Operations, to: (a) ensure that only authorized individuals place orders; and (b) verify any orders that appear to be abnormal.

The Contractor must have a knowledgeable individual specifically assigned to State of Michigan accounts that will respond to State agency inquiries promptly, as follows:

Customer Service Contact: James Downs
Email: lansinguniform@sbcglobal.net
Telephone: (517) 482-6628
Fax: (517) 482-6712

1.6.2 Research and Development – Deleted, Not Applicable

1.6.3 Quality Assurance Program

All required uniforms to be provided under this Contract will be evaluated for quality and conformity to specifications at the Fechheimer Brothers Uniform Company factory before any shipments are made to MSP. Any deviations from the standards as set by MSP will be addressed by both Contractor and Fechheimer staff assigned to this account.

1.6.4 Warranty for Deliverable(s)

MSP shall notify Contractor of any warranty issues. The Contractor will work with Fechheimer and MSP to resolve any warranty issues. As Fechheimer is the manufacturer of the merchandise, all applicable warranties will apply and each case will be evaluated.

1.6.5 Special Incentives – Deleted, Not Applicable

1.6.6 Energy Efficiency – Deleted, Not Applicable

1.6.7 Environmental Requirements – Deleted, Not Applicable

1.6.8 Recycled Content and Recyclability

(a) **Deliverable(s)**. Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials. The Contractor indicates an estimate of the percentage of recycled materials, if any, contained in each Deliverable:

0% (total estimated percentage of recovered material)
0% (estimated percentage of post-consumer material)
0% (estimated percentage of post-industrial waste)

(b) **Packaging**. The State prefers packaging materials that:
(i) are made from recycled content that meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard);
(ii) minimize or eliminate the use of polystyrene and other difficult to recycle materials;

(iii) minimize or eliminate the use of packaging and containers or, in the alternative, minimize or eliminate the use of non-recyclable packaging and containers;
(iv) provide for a return program where packaging can be returned to a specific location for recycling; and
(v) contain materials that are easily recyclable in Michigan.

1.6.9 Materials Identification and Tracking

(a) **Hazardous Chemical Identification**. The Contractor must list any hazardous chemical, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number. Material Safety Data Sheets must be submitted in accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001 *et seq.*, as amended. This list must be updated whenever any other chemical to be delivered is hazardous.

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

(b) **Mercury Content**. Under MCL 18.1261d, the Contractor must offer mercury-free products whenever possible. All products containing mercury must be labeled as containing mercury.

(c) **Brominated Flame Retardants**. The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

(d) **Environmental Permits and Requirements**. The Contractor must disclose whether any of its facilities are in violation of any environmental laws. The Contractor must immediately notify DTMB-Purchasing Operations of the receipt of any EPA, State, or local agency communication indicating that any of the Contractor's facilities are in violation of applicable environmental laws.

1.7 Extended Purchasing- Deleted, Not Applicable

Article 2 – Terms and Conditions

2.1 Contract Term

2.1.1 Contract Term

The Contract term begins August 17, 2011 and expires August 16, 2014. All outstanding Purchase Orders will expire upon the termination of the Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Purchasing Operations. Absent an early termination, Purchase Orders issued, but not expired, by the end of the Contract's term will remain in effect until the next September 30.

2.1.2 Options to Renew

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of the Contract.

2.2 Payments and Taxes

2.2.1 Fixed Prices for Deliverable(s)

Prices are fixed for all Deliverable(s) and for all of the associated payment milestones and amounts.

2.2.2 Payment Deadlines

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 45 days after receipt.

2.2.3 Invoicing and Payment – In General [Deleted, Not Applicable]

2.2.4 Pro-ration [Deleted, Not Applicable]

2.2.5 Final Payment and Waivers

The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

2.2.6 Electronic Payment Requirement

As required by MCL 18.1283a, the Contractor must electronically register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer (EFT) payments.

2.2.7 Employment Taxes

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

2.2.8 Sales and Use Taxes

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.

2.3 Contract Administration

2.3.1 Issuing Office

This Contract is issued by DTMB-Purchasing Operations on behalf of MSP (State). **DTMB-Purchasing Operations is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within DTMB-Purchasing Operations for this Contract is:

Sue Cieciwa, Buyer Specialist
Purchasing Operations, Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: Cieciwas@michigan.gov
Phone: (517) 373-0301
Fax: (517) 335-0046

2.3.2 Contract Compliance Inspector

The Contract Compliance Inspector, named below, will monitor and coordinate Contract activities on a day-to-day basis. However, monitoring of this Contract implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

Ms. Rochelle Taylor
Department of State Police
714 S. Harrison Road
East Lansing, MI 48823
Email: TaylorR14@michigan.gov
Phone: (517) 336-6290
Fax: (517) 333-2755

2.3.3 Project Manager

The Project Manager, named below, will oversee the project. However, management of the project implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

Sgt. John Grimshaw Jr.
Department of State Police
7426 N. Canal Road
Lansing, MI 48913
Email: Grimshaj@michigan.gov
Phone: (517) 636-6240
Fax: (517) 322-6363

2.3.4 Contract Changes

(a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under this Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the 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.

(b) The State or the Contractor may propose changes to this Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Purchasing Operations

will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of this Contract (Contract Change Notice).

(c) No proposed change may be performed until DTMB-Purchasing Operations issues a duly executed Contract Change Notice for the proposed change.

2.3.5 Price Changes

If allowed by Section 1.5.3, Price Term, the State and the Contractor will complete a pricing review (Review) every 365 days following the Effective Date, to allow for changes based on actual costs incurred. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.

(f) Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

2.3.6 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan
DTMB-Purchasing Operations
Attention: Sue Cieciwa
PO Box 30026
530 West Allegan
Lansing, MI 48909
Email: Cieciwas@michigan.gov
Fax: (517) 335-0046

If to Contractor:

Lansing Uniform Company, LLC
Attention: James P. Downs
1141 South Washington Avenue
Lansing, MI 48910
E-mail: lansinguniform@gmail.com
Fax: (517) 482-6712

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

2.3.7 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under this Contract.

2.3.8 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.

(b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

2.3.9 Equipment

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

2.3.10 Facilities [Deleted, Not Applicable]

2.4 Contract Management

2.4.1 Contractor Personnel Qualifications

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, or a State-approved Subcontractor, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

2.4.2 Contractor Key Personnel

(a) The Contractor must provide the Contract Compliance Inspector with the names of Key Personnel.

(b) The Contractor must dedicate Key Personnel to perform work for the duration of this Contract as provided in Section 1.3.3, Staff, Duties, and Responsibilities.

(c) Before assigning a new individual to any Key Personnel position, the Contractor must notify the State of the proposed assignment, introduce the individual to the appropriate State representatives, and provide the State with a resume and any other reasonably requested information. The State must approve or disapprove the assignment, reassignment, or replacement of any Key Personnel. The State may interview the individual before making its decision. If the State disapproves an individual, the State will provide a written explanation outlining the reasons for the rejection.

(d) The Contractor may not remove any Key Personnel from their assigned roles without the prior consent of the State. The Contractor's removal of Key Personnel without the prior consent of the State constitutes Unauthorized Removal. Unauthorized Removal does not include replacing Key Personnel for reasons beyond the Contractor's reasonable control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. Unauthorized Removal does not include replacing Key Personnel because of promotions or other job movements allowed by the Contractor's personnel policies or Collective Bargaining Agreement(s), as long as the Contractor assigns the proposed replacement to train the outgoing Key Personnel for 30 days. Any Unauthorized Removal will be considered a material breach of this Contract.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 Days before redeploying non-Key Personnel to other projects.

2.4.3 Removal or Reassignment of Personnel at the State's Request

The State may require the Contractor to remove or reassign personnel if the State has legitimate, good-faith reasons articulated in a notice to the Contractor. Replacement personnel 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.

2.4.4 Contractor Personnel Location

Subject to availability, the State may allow selected Contractor personnel to use State office space.

2.4.5 Contractor Identification

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

2.4.6 Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with the State and its agents and other contractors, including the State's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to this Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

2.4.7 Relationship of the Parties

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

2.4.8 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 this Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.4.9 Background Checks

The State may investigate the Contractor's personnel before granting 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 eligibility for working within State facilities and systems. The investigations will include a Michigan State Police background check (ICHAT) and may include a Criminal Justice Information Services (CJIS) fingerprint check. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the CJIS fingerprint check.

2.4.10 Compliance With State Policies

All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources, available at http://www.michigan.gov/pcpolicy. Contractor personnel must agree to the State's security and acceptable use policies before the State grants access to its IT equipment and resources. The Contractor must provide these policies to prospective personnel before requesting access from the State. Contractor personnel must comply with all physical security procedures in State facilities.

2.5 Subcontracting by Contractor

2.5.1 Contractor Responsible

The Contractor is responsible for the completion of all Deliverable(s). The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any charges for Deliverable(s). The Contractor must make all payments to its Subcontractors or suppliers. Except as otherwise agreed in writing, the State is not obligated to make payments for the Deliverable(s) to any party other than the Contractor.

2.5.2 State Approval of Subcontractor

(a) The Contractor may not delegate any duties under this Contract to a Subcontractor unless DTMB-Purchasing Operations gives prior approval to the delegation. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the Effective Date. The State is entitled to receive copies of and review all subcontracts. The Contractor may delete or redact any proprietary information before providing it to the State.

(b) The State may require the Contractor to terminate and replace any Subcontractor the State reasonably finds unacceptable. The required replacement of a Subcontractor must be written and contain reasonable detail outlining the State's reasons. If the State exercises this right, and the Contractor cannot immediately replace the Subcontractor, the State will agree to an equitable adjustment in the schedule or other terms that may be affected by the State's required replacement. If this requirement results in a delay, the delay will not be counted against any applicable Service Level Agreement (SLA).

2.5.3 Subcontract Requirements

Except where specifically approved by the State, Contractor must include the obligations in Sections 2.24.2, Media Releases, 2.4, Contract Management, 2.11, Confidentiality, 2.12, Records and Inspections, 2.13, Warranties, 2.14, Insurance, and 2.23, Laws, in all of its agreements with Subcontractors.

2.5.4 Competitive Selection

Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.6 Reserved

2.7 Performance

2.7.1 Time of Performance

(a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(b) 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 immediately notify the State and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.7.2 Service Level Agreements [Deleted, Not Applicable]

2.7.3 Liquidated Damages – Deleted, Not Applicable

2.7.4 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, 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 any 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, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of this Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

2.8 Acceptance of Deliverable(s)

2.8.1 Quality Assurance

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

2.8.2 Delivery Responsibilities

Unless otherwise specified by the State in Section 1.4.5, Delivery Term, the following are applicable to all deliveries:

(a) 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.

(b) The Contractor must ship the Deliverable(s) "F.O.B. Destination, within Government Premises."

(c) 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.

2.8.3 Process for Acceptance of Deliverable(s)

The State's review period for acceptance of the Deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify the State's review period, it is by default 30 Days for a Deliverable (State Review Period). The State will notify the Contractor by the end of the State Review Period that either:

(a) the Deliverable is accepted in the form delivered by the Contractor;

(b) the Deliverable is accepted, but noted deficiencies must be corrected; or

(c) the Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.

If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the Deliverable(s) with an explanation that demonstrates all corrections have been made to the original Deliverable(s). 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 30 Days, to accept the corrected Deliverable.

2.8.4 Acceptance of Deliverable(s)

(a) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of the Deliverable(s). The State Review Period will begin on the first Business Day following the State's receipt of the Deliverable(s).

(b) The State may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.

(c) The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within a reasonable time at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of State approval.

(d) If, after three opportunities the Contractor is unable to correct all deficiencies, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep this Contract in force and perform, 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 amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate this Contract for default by giving notice to the Contractor. 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.

(e) The State, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

2.8.5 Process for Approval of Written Deliverable(s) [Deleted, Not Applicable]

2.8.6 Process for Approval of Services [Deleted, Not Applicable]

2.8.7 Final Acceptance

Unless otherwise stated in the Statement of Work, "Final Acceptance" of a Deliverable occurs when that Deliverable has been accepted by the State following the applicable State Review Period.

2.9 Ownership [Deleted, Not Applicable]

2.10 State Standards [Deleted, Not Applicable]

2.11 Confidentiality

2.11.1 Confidential Information

As used in this Section, "Confidential Information" means all information of the parties, except information that is:

(a) disclosable under the Michigan Freedom Of Information Act (FOIA);

(b) now available or becomes available to the public without breach of this Contract;

(c) released in writing by the disclosing party;

(d) obtained from a third party or parties having no obligation of confidentiality with respect to such information;

(e) publicly disclosed pursuant to federal or state law; or

(f) independently developed by the receiving party without reference to Confidential Information of the furnishing party.

2.11.2 Protection and Destruction of Confidential Information

(a) Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Neither the 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 interest or license 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.

(b) Each party will limit disclosure of the other party's Confidential Information to employees, agents, and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where: (i) use of a Subcontractor is authorized under this Contract; (ii) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility; and (iii) 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 to the State's Confidential Information may be required to execute a separate agreement to be bound by the confidentiality requirements of this Section.

(c) Upon termination of this Contract, Contractor must promptly return the State's Confidential Information or certify to the State that Contractor has destroyed all of the State's Confidential Information.

2.11.3 Exclusions

The provisions of Section 2.11, Confidentiality, will not apply where the receiving party is required by law to disclose the other party's 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.

2.11.4 No Obligation to Disclose

Nothing contained in Section 2.11, Confidentiality, will be construed as obligating a party to disclose any particular Confidential Information to the other party.

2.11.5 Security Breach Notification

If Contractor breaches this Section, it must (i) promptly cure any deficiencies in Contractor's internal security controls; 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 access, use, or disclosure. Contractor must notify the State of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within 10 days of becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances. The State may require Contractor to purchase credit monitoring services for any individuals affected by the breach.

2.12 Records and Inspections

2.12.1 Inspection of Work Performed

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.12.2 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records 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.

2.12.3 Examination of Records

The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

2.12.4 Audit Resolution

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

2.12.5 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of this Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of this Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

2.13 Warranties

2.13.1 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable of fulfilling and will fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this Contract.

(b) This Contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with this Contract's requirements.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by the Contractor for 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 Deliverable(s). None of the Deliverable(s) provided by Contractor to the State, nor their use by the State, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.

(d) If the Contractor procures any equipment, software, or other Deliverable(s) for the State (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the 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(s).

(e) The Contract signatory has the authority to enter into this Contract on behalf of the 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, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two days of learning about it.

(h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of the State would be influenced. The Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither the 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 the 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 Contractor arrived at its proposed prices independently, without communication or agreement with any other bidder for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other bidder before the award of the Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by the Contractor to the State in connection with the award of this Contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(l) All written information furnished to the State by or for the Contractor in connection with the award of this Contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(m) It will immediately notify DTMB-Purchasing Operations if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after this Contract is awarded.

2.13.2 Warranty of Merchantability

The Deliverable(s) provided by the Contractor must be merchantable.

2.13.3 Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this Contract.

2.13.4 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to the State. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

2.13.5 Equipment Warranty – Deleted, Not Applicable

2.13.6 New Deliverable(s)

The Contractor must provide new Deliverable(s) where the Contractor knows or has the ability to select between new or like-new Unless specified in Article 1, Statement of Work, equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable only where the Contractor does not have knowledge or the ability to select one or the other.

2.13.7 Prohibited Products

Shipping of salvage, distressed, outdated, or discontinued goods to any State agency will be considered a material default by the Contractor. The brand and product number offered for all items will remain consistent for the term of this Contract, unless DTMB-Purchasing Operations has approved a change order under Section 2.3.4, Contract Changes.

2.13.8 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

2.14 Insurance

2.14.1 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days 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 require the Contractor to pay that cost upon demand.

(iv) 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 Michigan Attorney General.

(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

(vii) pay for and provide the type and amount of insurance checked ☑ below:

☑ **(A) Commercial General Liability Insurance**

Minimal Limits:

$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; and
$1,000,000 Each Occurrence Limit.

Deductable maximum:

$50,000 Each Occurrence

Additional Requirements:

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.

☐ **(B) Umbrella or Excess Liability Insurance**

Minimal Limits:

$10,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ **(C) Motor Vehicle Insurance**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

☐ **(D) Hired and Non-Owned Motor Vehicle Coverage**

Minimal Limits:

$1,000,000 Per Accident

Additional Requirements:

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 must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ **(E) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ **(F) Employers Liability Insurance**

Minimal Limits:

$100,000 Each Accident;
$100,000 Each Employee by Disease
$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

2.14.2 Subcontractor Insurance Coverage

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

2.14.3 Certificates of Insurance and Other Requirements

Before this 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. The Contractor must provide DTMB-Purchasing Operations with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Director of DTMB-Purchasing Operations. The notice to the Director of DTMB-Purchasing Operations must include the applicable Contract or Purchase Order number.

2.15 Indemnification

2.15.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold the State harmless 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, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.15.2 Code Indemnification [Deleted, Not Applicable]

2.15.3 Employee Indemnification

In any claims against the State, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will 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.

2.15.4 Patent/Copyright Infringement Indemnification

(a) To the extent permitted by law, the Contractor must indemnify and hold the State harmless 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) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in the State's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this 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 this option is not reasonably available to Contractor; (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

(c) 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 infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of the State; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by the State; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

2.15.5 Continuing Obligation

The Contractor's duty to indemnify under Section 2.15, Indemnification, continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.15.6 Indemnification Procedures

These procedures apply to all indemnity obligations:

(a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the 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, including attorney fees, incurred by the State in defending against the claim during that period.

(b) If the 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 handling 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 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 prior 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. The State may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's receipt of the 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 the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.

2.15.7 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 attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

2.16 Termination by the State

2.16.1 Notice and Right to Cure

If the Contractor breaches this Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a 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.

2.16.2 Termination for Cause

(a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.

(b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs to procure the Deliverable(s) 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 Deliverable(s).

(c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or 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 and it is determined, for any reason, that the Contractor was not in breach of this Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

2.16.3 Termination for Convenience

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

2.16.4 Termination for Non-Appropriation

(a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.

(b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.

(c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

2.16.5 Termination for Criminal Conviction

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

2.16.6 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 all work-in-progress performed through the effective date of the termination. The Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

2.16.7 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must:

(i) stop all work as specified in the notice of termination;

(ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;

(iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;

(iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contract (which will be provided to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);

(v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and

(vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

(b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

2.16.8 Reservation of Rights

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

2.16.9 Contractor Transition Responsibilities

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

2.16.10 Transition Payments

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at the Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.

2.17 Termination by the Contractor

2.17.1 Termination

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 notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if the State: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the Deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 2.20, Dispute Resolution, before it terminates the Contract.

2.18 Stop Work

2.18.1 Stop Work Order

The State may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, the State must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order as provided in Section 2.16, Termination by the State.

2.18.2 Termination of Stop Work Order

The Contractor must resume work if the State terminates 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, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to the State; provided that, the State may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 2.3.4, Contract Changes.

2.18.3 Allowance of the Contractor's Costs

If the State fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 2.16, Termination by the State, and the State will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. The State is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 2.18, Stop Work.

2.19 Reserved

2.20 Dispute Resolution

2.20.1 General

(a) The Contractor must submit any claim related to this Contract to the State under Section 2.3.6, Notices, together with all supporting documentation for the claim.

(b) The representatives of the Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information related to the claim.

(c) During the course of negotiations, each party will honor all reasonable requests made by the other for non-privileged information reasonably related to the claim.

2.20.2 Informal Dispute Resolution

(a) If, after a reasonable time following submission of a claim under Section 2.20.1, General, the parties are unable to resolve the claim, the parties must meet with the Director of DTMB-Purchasing Operations, or his or her designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings.

(b) Within 60 calendar days of the meeting with the Director of DTMB-Purchasing Operations, or such other time as agreed to by the parties, the Director of DTMB-Purchasing Operations will issue a written recommendation regarding settlement of the claim. The Contractor must notify DTMB-Purchasing Operations within 21 days after the recommendation is issued whether the Contractor accepts or rejects the recommendation. Acceptance by the Contractor constitutes the final resolution of the claim addressed in the recommendation, and the Contractor may not assert that claim in any future litigation or other proceeding between the parties.

(c) The recommendation of the Director of DTMB-Purchasing Operations is not admissible in any future litigation or other proceeding between the parties. The conduct and statements made during the course of negotiations or dispute resolution under Section 2.20, Dispute Resolution, are subject to Michigan Rule of Evidence 408 and are not admissible in any future litigation or other proceeding between the parties.

(d) This section will not be construed to prohibit either party from instituting formal proceedings to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.20.3, Injunctive Relief.

(e) DTMB-Purchasing Operations will not mediate disputes between the Contractor and any other entity, except State agencies, concerning responsibility for performance of work.

2.20.3 Injunctive Relief

A claim between the State and the Contractor is not subject to the provisions of Section 2.20.2, Informal Dispute Resolution, where a party makes a good faith determination that a breach of the Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.

2.20.4 Continued Performance

Each party will continue performing its obligations under this Contract while a claim is being resolved, except to the extent the claim precludes performance and without limiting either party's right to terminate the Contract as provided in Section 2.16, Termination by the State or Section 2.17, Termination by the Contractor. A claim involving payment does not preclude performance.

2.21 Disclosure Responsibilities

2.21.1 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

(i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;

(ii) A parole or probation Proceeding;

(iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and

(iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State 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 the Contractor (or a Subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

2.21.2 Other Disclosures

The Contractor must notify DTMB-Purchasing Operations within 30 days of:

(a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or

(b) any changes to company affiliations.

2.21.3 Call Center Disclosure – Deleted, Nto Applicable

2.22 Extended Purchasing- Deleted, Not Applicable

2.22.1 MiDEAL Requirements – Deleted, Not Applicable

2.22.2 State Administrative Fee – Deleted, Not Applicable

2.22.3 State Employee Purchase Requirements – Deleted, Not Applicable

2.23 Laws

2.23.1 Governing Law

This Contract is 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 another jurisdiction to the extent not inconsistent with or preempted by federal law.

2.23.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

2.23.3 Jurisdiction

Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

2.23.4 Nondiscrimination

In the performance of this Contract, the 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, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-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.

2.23.5 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 MCL 423.322. 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 MCL 423.324, the State may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

2.23.6 Environmental Provision

For the purposes of this section, "Hazardous Materials" include 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:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. The State must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify the State in accordance with Section 2.3.6, Notices; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) The State may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result 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 may remove the Hazardous Material, render it harmless, or terminate the affected work for the State's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results 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.

2.23.7 Freedom of Information

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq*.

2.23.8 Workplace Safety and Discriminatory Harassment [Deleted, Not Applicable]

2.23.9 Prevailing Wage [Deleted, Not Applicable]

2.23.10 Abusive Labor Practices

The Contractor may not furnish any Deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

2.24 General Provisions

2.24.1 Bankruptcy and Insolvency

The State may, without prejudice to any other right or remedy, fully or partially terminate this Contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method the State deems appropriate if:

(a) the Contractor files for bankruptcy protection;

(b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;

(c) the Contractor becomes insolvent or 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 provide the Deliverable(s) under this Contract.

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

2.24.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

2.24.3 Contract Distribution

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

2.24.4 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 Contract.

2.24.5 Website Incorporation

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

2.24.6 Future Bidding Preclusion [Deleted, Not Applicable]

2.24.7 Antitrust Assignment

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

2.24.8 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

2.24.9 Legal Effect

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

2.24.10 Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Contract are incorporated in their entirety and form part of this Contract.

2.24.11 Order of Precedence

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

(a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);

(b) The most recent Statement of Work related to this Contract;

(c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);

(d) Any attachment or exhibit to the Contract documents;

(e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract; and

(f) Bidder Responses contained in any of the RFP documents.

2.24.12 Headings

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

2.24.13 Form, Function and Utility

If this Contract is for statewide use, but the Deliverable(s) does not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the Deliverable(s) from another source.

2.24.14 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract. If any provision of this Contract is held unenforceable, then the Contract will be modified to reflect the parties' original intent. All remaining provisions of the Contract remain in full force and effect.

2.24.15 Approval

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

2.24.16 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of this Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.24.17 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

Attachment A, Price Proposal

Item No.	Unit of Issue	Description	Unit Price
1	EA	Uniform Shirts, Men's, Dark Blue, Long Sleeve **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$63.50
2	EA	Uniform Shirts, Men's, Dark Blue, Short Sleeve **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$54.00
3	EA	Uniform Shirts, Men's, Light Blue, Long Sleeve **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$72.00
4	EA	Uniform Shirts, Men's, Light Blue, Short Sleeve **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$60.50
5	EA	Uniform Shirts, Women's, Dark Blue, Long Sleeve **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$63.50
6	EA	Uniform Shirts, Women's, Dark Blue, Short Sleeve **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$54.00
7	EA	Uniform Shirts, Women's, Light Blue, Long Sleeve **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$72.00
8	EA	Uniform Shirts, Women's, Light Blue, Short Sleeve, **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$60.50
9	EA	Trousers, Summer, Uniform Men's **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$74.00
10	EA	Trousers, Winter, Uniform Men's **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$101.00
11	EA	Trousers, Winter, Uniform Women's **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$101.00
12	EA	Blouse, Uniform Men's **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$101.00
13	EA	Blouse, Uniform Women's **Manufacturer/Brand:** **Fechheimer Brothers** per attached specifications.	$395.00

Attachment B, Specifications

MICHIGAN STATE POLICE SPECIFICATIONS
MEN'S AND WOMEN'S UNIFORM SHIRTS

LONG AND SHORT SLEEVE 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, color is white on light blue shirts and black on dark blue shirts.

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 finecor 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” 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), color is white on light blue shirts and black on dark blue shirts.

Plait to be stitched ¼” 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” apart from center to center except the distance to the stand buttonhole shall be 3 ½”. Stand buttonhole shall be horizontal.

On the opposite side of the shirtfront, finished material to be turned under 1” and sewn with a single stitching 1/16” 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” 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" wide at the top and flare to 5 7/8" wide across the bottom and 2 ½" deep.

Women's: Rectangular pocket flap shall measure 5" wide at the top and flare to 5 1/8" 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" and ¼" from edge. Flaps shall be centered over pocket with top edge of flap ½" above pocket. One vertical buttonhole in each flap centered 3/8' from lower edge of flap.

Velcro loop fasteners ¾" 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" below the top of the pocket flap and shall be 1 5/8" apart. Eyelets shall be formed with a buttonhole type stitch and shall be round with overall diameter (including stitching) to be ¼". 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 overcastting stitch. Finished sling shall measure approximately 1 ¾" 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" above the pocket flap and the second eyelet 1 ½" 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". 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" and at the center of the back from collar stand to bottom of yoke shall measure 3". Join yoke to shoulder and across back topstitch yoke 1/16" 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" in depth and shall be 2" 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" long
Sizes 16, 16-1/2	Length to finish 33" long
Sizes 17 and up	Length to finish 34-1/2" long

Women's Finished tail length:
Finished tail length to be 29" 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" finished. Outside length of sleeve to be 10-1/4" finished from the shoulder seam.

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

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

Long Sleeve Shirts: There shall be a ½" deep pleat 1" 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" mark on the ruler.

SLEEVE PLACKET

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

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

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" 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" 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" from top of cuff and the second stitch 3/8" 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" 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"
Size 15-1/2 thru 16 to finish 10-1/2"
Size 16-1/2 thru 17 to finish 10-3/4"
Size 17-1/2 and up to finish 11"

Women's Finished Cuff Size:
Size 13-1/2 to finish 9"
Size 14 to finish 9-1/4"
Size 14-1/2 to finish 9-1/2"

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" 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" from the edge.

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

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

Width of the collar shall be 1 5/8" 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" 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" 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" in width and approximately 6 ¼" long. Straps shall be cross-stitched approximately 2 ¼".

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".

Point of the strap to extend to within 3/8" of the collar stand. Shoulder straps shall have one buttonhole centered ½" 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" long, 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 ¼" from the edge. All raw edges shall be turned under when stitched.

MEASUREMENTS

Finished shirt measurements will be provided by the Michigan State Police 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 the manufacturer's name, 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 include manufacturing date. A 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.
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 SHIRTS

Commodity Number	Neck Size	Sleeve Length	Chest	Waist
4423-7408	14 ½ M	32	44	38
4423-7410	14 ½ M	33	44	38
4423-7412	14 ½ M	34	44	38
4423-7413	14 ½ L	32	46	40
4423-7414	14 ½ L	33	46	40
4423-7415	14 ½ L	34	46	40
4423-7427	15 M	32	45	37
4423-7428	15 M	33	45	37
4423-7430	15 M	34	45	37
4423-7432	15 M	35	45	37
4423-7433	15 M	36	45	37
4423-7434	15 L	32	47	39
4423-7436	15 L	33	47	39
4423-7438	15 L	34	47	39
4423-7440	15 L	35	47	39
4423-7442	15 L	36	47	39
4423-7444	15 L	37	47	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
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
4423-7657	18 ½ L	33	61	56
4423-7661	18 ½ L	34	61	56
4423-7659	18 ½ L	35	61	56
4423-7663	18 ½ L	36	61	56
4423-7667	18 ½ L	37	61	56
4423-7668	19M	37	62	57
4423-7676	19L	36	64	59
4423-7665	19L	37	64	59
4423-7680	19L	38	64	59
4423-7669	19L	39	64	59
4423-7687	19 1/2L	36	67	62
4423-7670	19 1/2L	37	67	62
4423-7694	19 1/2;L	38	67	62

4423-7671	19 1/2L	39	67	62
4423-7703	20L	36	70	65
4423-7672	20L	37	70	65
4423-7707	20L	38	70	65
4423-7673	20L	39	70	65
4423-7711	21L	36	73	68
4423-7674	21L	37	73	68
4423-7715	21L	38	73	68
4423-7675	21L	39	73	68
4423-7666	Special	Order	Sizes	

MEN'S DARK BLUE SHORT SLEEVE SHIRTS

Commodity Number	Size	Chest	Waist
4423-7752	14 ½ M	44	38
4423-7753	14 ½ L	46	39
4423-7755	15 M	45	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 - deleted	18	54	49
4423-7773	18 M	56	51
4423-7774	18 L	58	53
4423-7776	18 ½ M	59	54
4423-7735	18 ½ L	61	56
4423-7777	19 M	62	57
4423-7736	19 L	64	59
4423-7737	19 ½ L	67	62
4423-7779	20 M	65	60
4423-7738	20L	70	65
4423-7739	20 ½ L	73	68
4423-7740	21 L	76	71

MEN'S LIGHT BLUE LONG SLEEVE SHIRTS

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
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	64	59
4423-7397	19 L	39	64	59
4423-7398	19 ½ L	37	67	62
4423-7399	19 ½ L	39	67	62
4423-7400	20 L	37	70	65
4423-7401	21 L	39	76	71

MEN'S LIGHT BLUE SHORT SLEEVE SHIRT

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	64	59
4423-7321	19 ½ L	67	62
4423-7323	20 L	70	65
4423-7325	20 ½ L	73	68
4423-7327	21L	76	71

WOMEN'S DARK BLUE LONG SLEEVE SHIRTS

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
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 SHIRTS

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 SHIRTS

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 SHIRTS

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

MICHIGAN STATE POLICE SPECIFICATIONS
MEN'S 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, ¾" 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. Cadet Blue Polystar.
70% polyester/30% cotton. Thread color: Ship Blue No. 43485

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 Cadet Blue.

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 ½ - 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:

Specified Length	Tolerance
½ – 2 inches	+/- 1/8 inch
+ 2 – 20 inches	+/- ¼ inch
+ 20 + inches	+/- ½ inch

MANUFACTURING REQUIREMENTS:

Darts: 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.

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: 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.

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.)

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.

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 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: 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**.

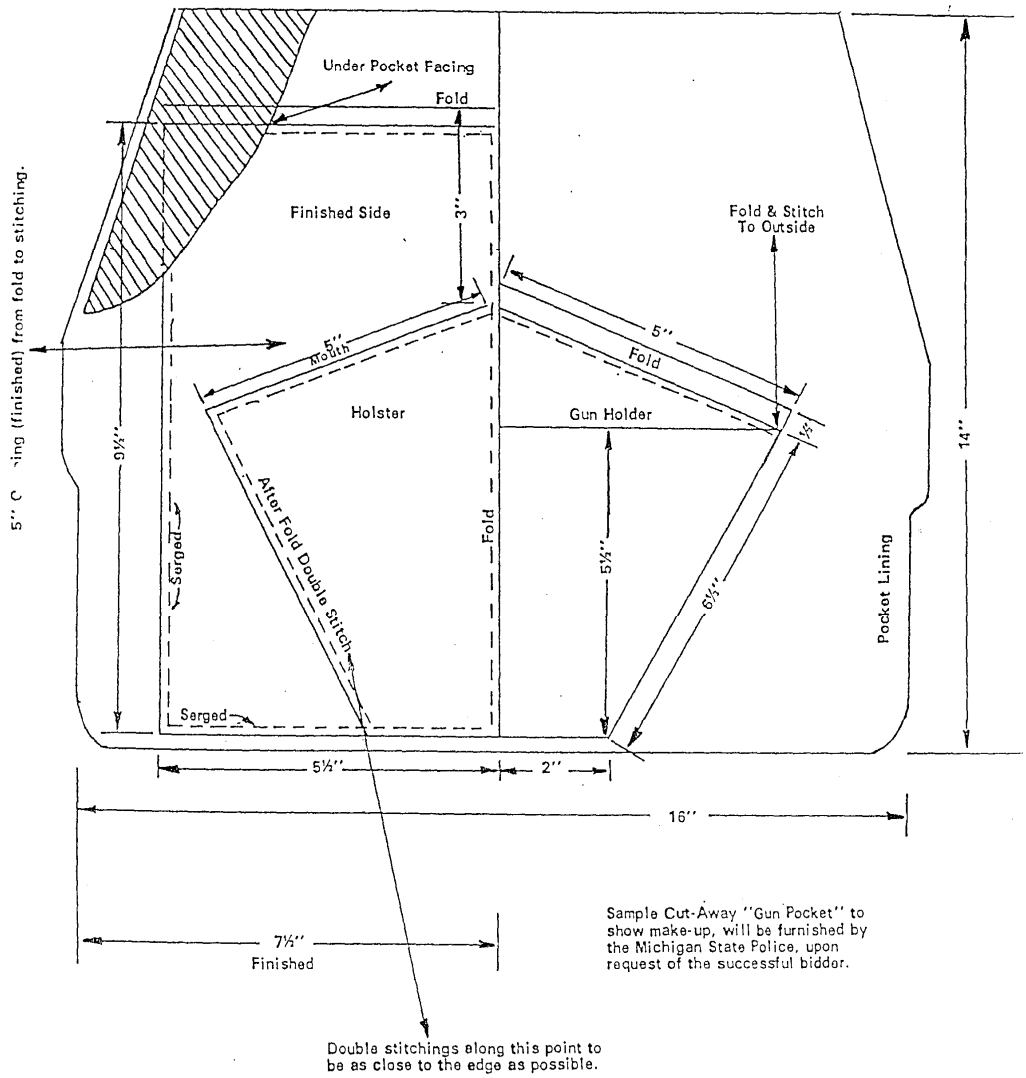
Labels: Each garment shall have a cloth label, 3" long x 2" wide, sewn to the back of the left front pocket near the waistband. Label shall show manufacturer's name, date furnished, and size of the garment. Label lettering is to be of permanent ink to last the life of the garment. Label must indicate 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.**

Manufacturing: 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.

Inventory of Summer Trouser Fabric:

The trouser manufacturer shall be required to carry in inventory sufficient fabric to manufacture a minimum of 300 pairs of men'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.

GUN POCKET DIAGRAM



MICHIGAN STATE POLICE SPECIFICATIONS
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

MICHIGAN STATE POLICE SPECIFICATIONS
MEN'S AND WOMEN'S 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, ¾" 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. Cadet Blue Polystar. 70% polyester/30% cotton. Thread color: Ship Blue No. 43485

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 Cadet Blue.

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:

Specified Length	Tolerance
½ – 2 inches	+/- 1/8 inch
+ 2 – 20 inches	+/- ¼ inch
+ 20 + inches	+/- ½ inch

MANUFACTURING REQUIREMENTS:

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 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 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. Please refer to attached table, **Women's Winter Trousers - Sizes and Measurements**.

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 manufacturer'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.**

Packaging: Please refer to Article 1.4.3 Packaging.

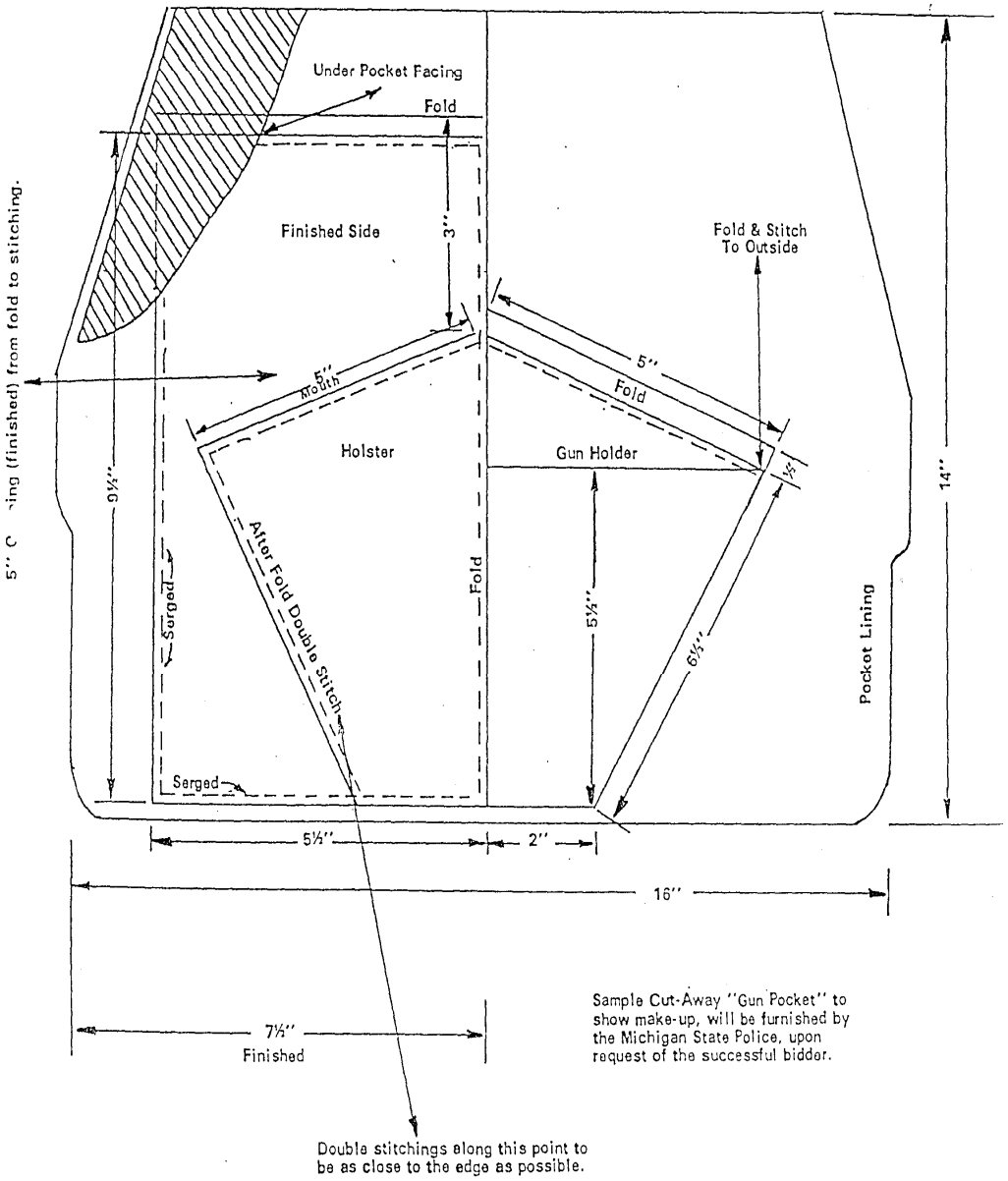
Manufacturing: All trousers must be manufactured using an automated computerized cutting system to ensure consistency of fit and perfection of all components as well as dimensions of finished garments.

Inventory of Winter Trouser Fabric:

(Men's): The trouser manufacturer shall be required to carry in inventory sufficient fabric to manufacture a minimum of 500 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 100 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.

GUN POCKET DIAGRAM



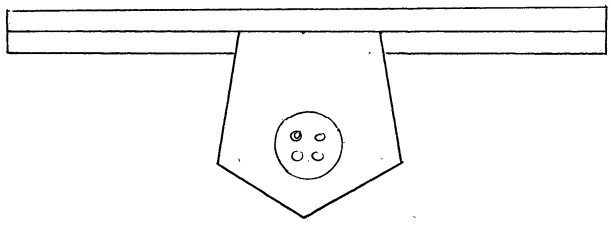
Sample Cut-Away "Gun Pocket" to show make-up, will be furnished by the Michigan State Police, upon request of the successful bidder.

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	47 3/4	37	10 5/8	35	44	21 3/8	18 1/8
4423-9338	35R	48 1/4	37	11 1/8	35	44	21 3/8	18 1/8
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	48	37	10 7/8	37	46	22 1/8	18 3/8
4423-9340	37R	48 1/2	37	11 3/8	37	46	22 1/8	18 3/8
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	48 1/8	37	11 1/8	39	48	22 7/8	18 5/8
4423-9342	39R	48 5/8	37	11 5/8	39	48	22 7/8	18 5/8
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	48 3/8	37	11 3/8	41	50	23 5/8	18 7/8
4423-9344	41R	48 7/8	37	11 7/8	41	50	23 5/8	18 7/8
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 3/4

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

<u>Inventory of Uniform Shirts and Trousers</u>: 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 inventory.

MICHIGAN STATE POLICE SPECIFICATIONS
MEN'S AND WOMEN'S UNIFORM BLOUSE COATS

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.

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 is black, Warrington 50% Wool/50% Rayon, 8.96 oz./yd^2

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. Color is gunmetal to match buttons.

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 "O" 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 3/4" high and 532" 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/Sally 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
1/2" 2"	+/- 1/8"
2" 20"	+/- 1/4"
20" +	+/- 1/2"

CONSTRUCTION:

Shoulder Straps:
(see sketch) One strap on each shoulder, made of same material as blouse and piped with piping material. Piping to be 1/8" wide on exposed edges. To be interlined with a good grade of fusible pellon and finished with body lining. Finished stitching to be 1/4" 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 "O" 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 pellon, 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 "O" 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 pellon 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 hymo 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./yd

^{2} 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/yd^2.

Top Collar:
Top collar to be formed of basic blouse material and interlined with a good grade of fusible pellon. 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 hymo-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.

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 men's coat and on the right front of the women's 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 men's coat and left front of the women's 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 eyelets 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 manufacturer'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.

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

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 ¼	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

Commodity Number	Size	Chest	Finished Chest	Waist	Finished waist	Waist length	Full length	Back width	Sleeve inseam
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
4423-0950	50S	50	54	43	46	18 7/8	31 ½	20 ½	17
4423-0951	50R	50	54	43	46	19 1/4	32 ½	20 ½	17 ½
4423-0952	50L	50	54	43	46	19 3/4	33 ½	20 ½	18 ½
4423-0954	52S	52	56	45	48	19	31 5/8	20 ¾	17
4423-0955	52R	52	56	45	48	19 1/2	32 5/8	20 ¾	17 ½
4423-0956	52L	52	56	45	48	20	33 5/8	20 ¾	18 ½
4423-0958	54S	54	58	47	50	19 1/4	31 3/4	21	17
4423-0959	54R	54	58	47	50	19 3/4	32 3/4	21	17 ½
4423-0960	54L	54	58	47	50	20 1/4	33 3/4	21	18 ½
4423-0921	Men’s Blouse Special Order Sizes								

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

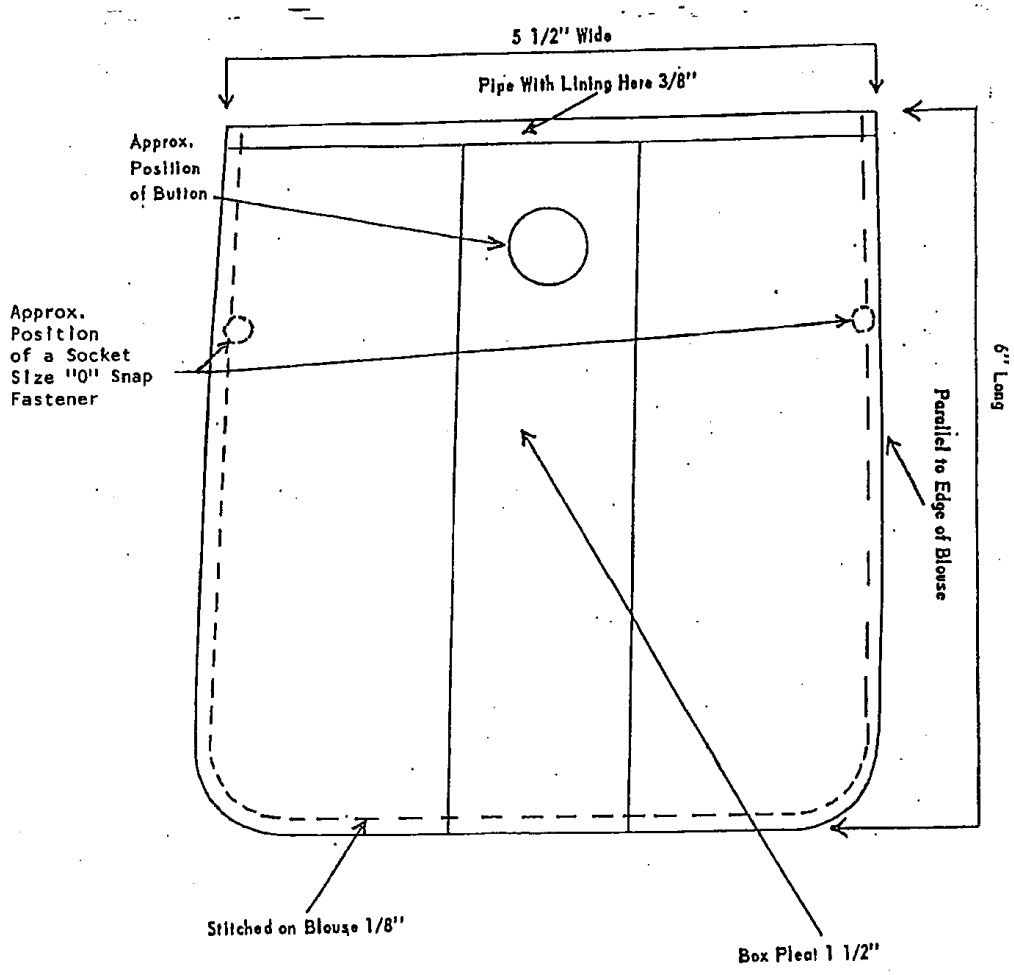
Commodity Number	Size	Chest	Finished Chest	Waist	Finished Waist	Waist Length	Full Length	Back Width	Sleeve Inseam
4423-0924	32R	32	36	24	27	15 ½	28	14 ¼	16 ½
4423-0925	32L	32	36	24	27	16	29	14 ¼	17 ½
4423-0926	34R	34	38	26	29	15 ¾	28 ¼	14 ¾	16 ½
4423-0928	34L	34	38	26	29	16 ¼	29 ¼	14 ¾	17 ½
4423-0930	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 TOLERANCES:

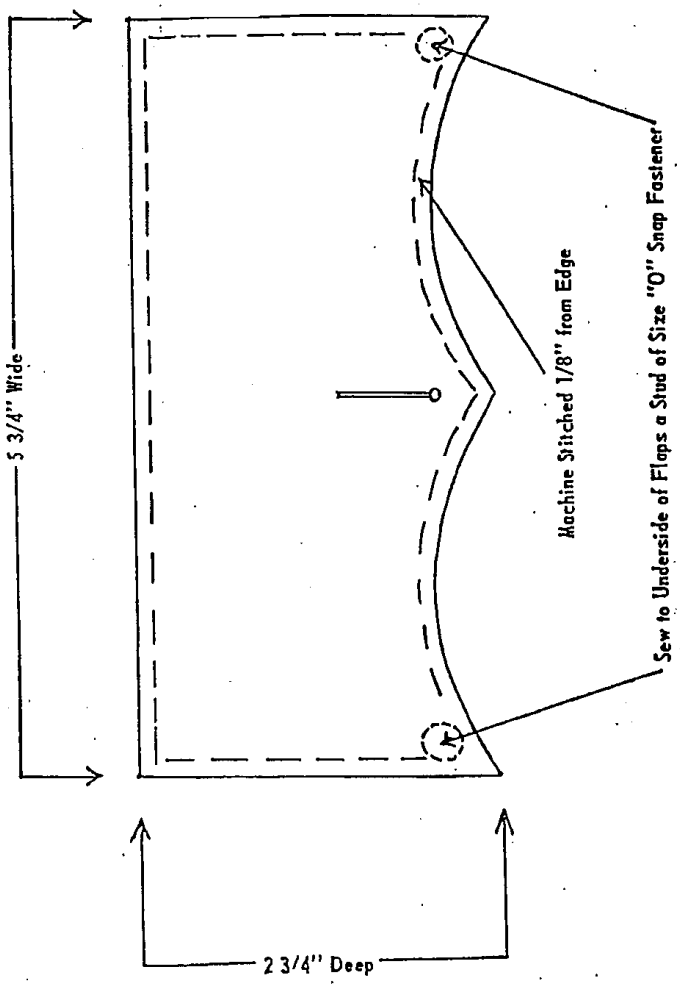
Sizing tolerances for the above sizes will allow +/- ¼" on the back width and sleeve inseam. Tolerances allowed on the finished chest, finished waist, waist length, and full length will be +/-

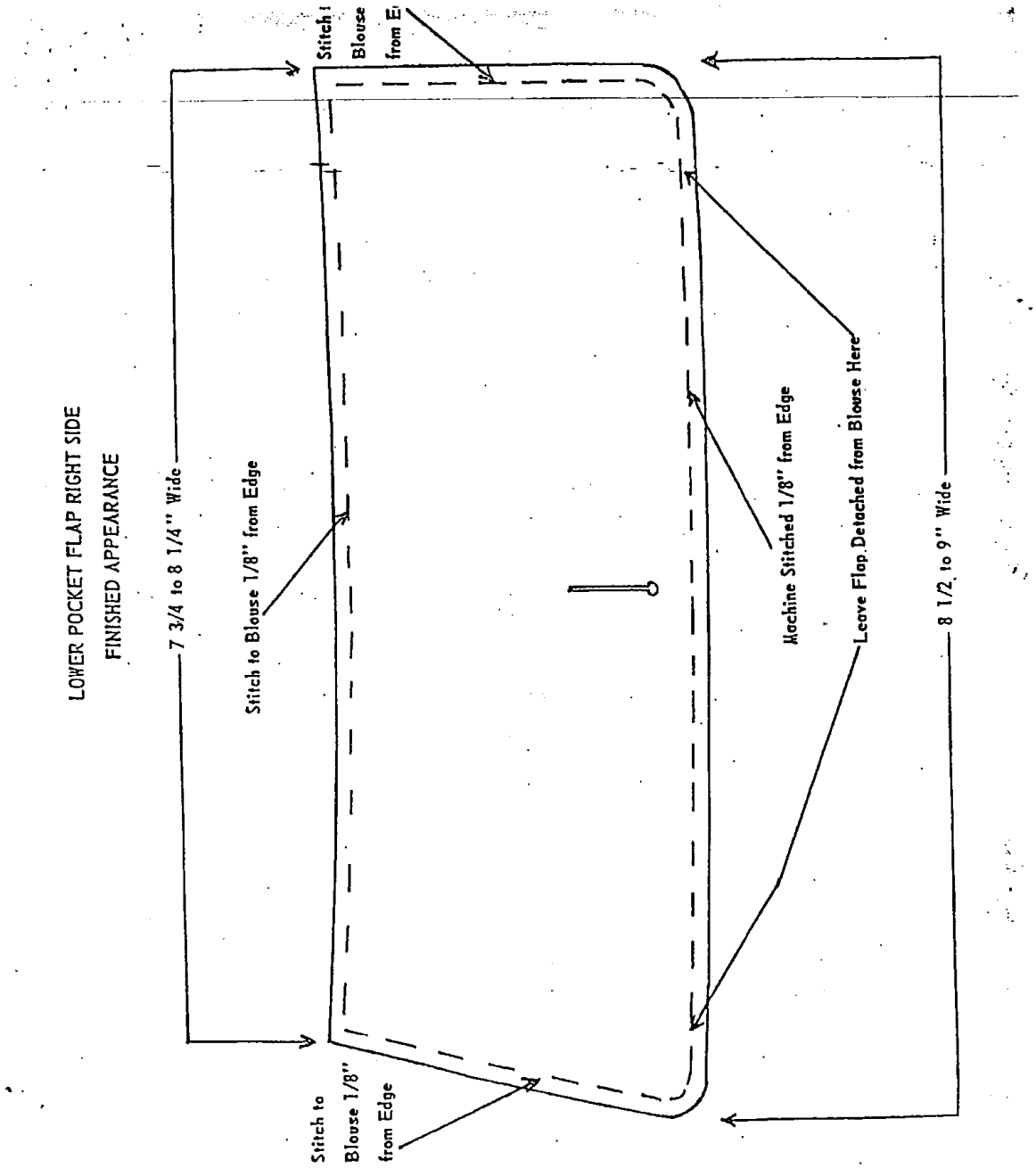
UPPER POCKET RIGHT SIDE

FINISHED APPEARANCE

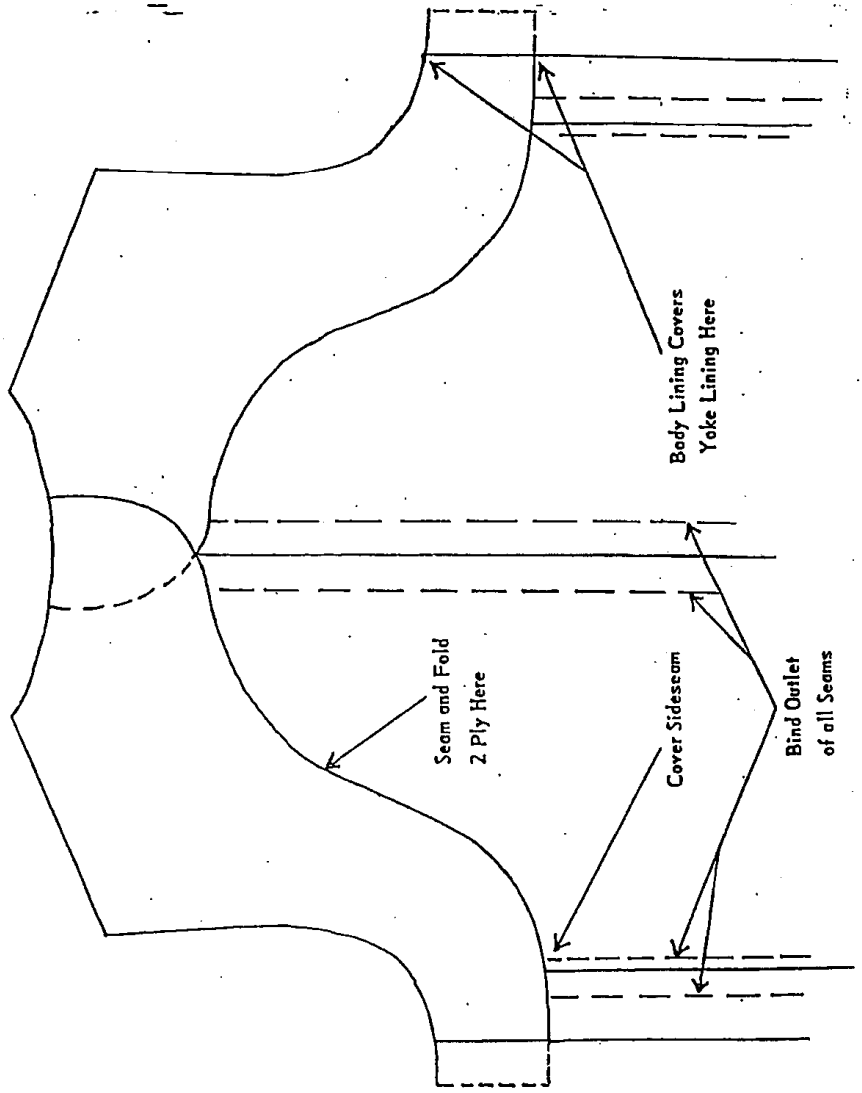


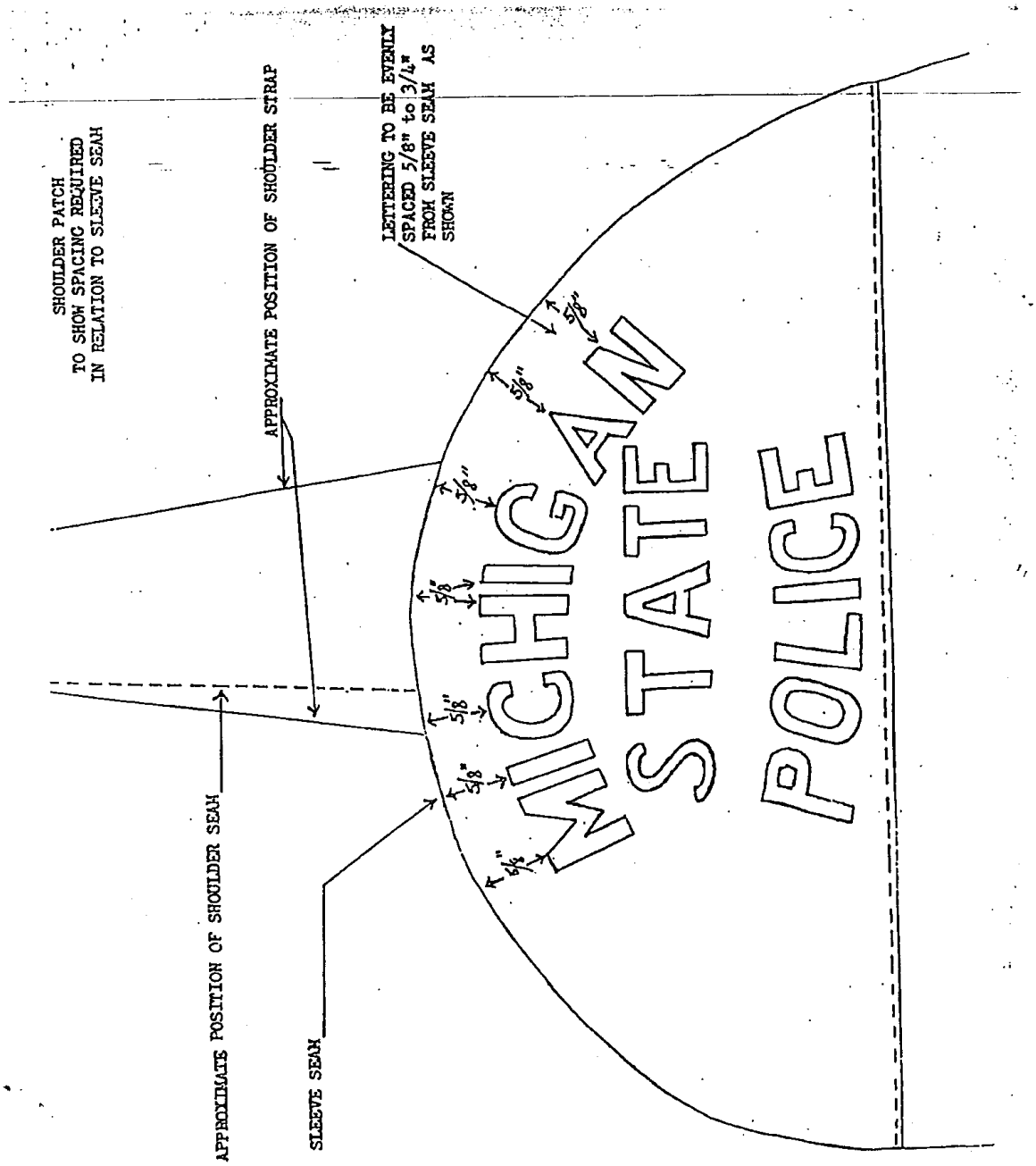
UPPER POCKET FLAPS
FINISHED APPEARANCE



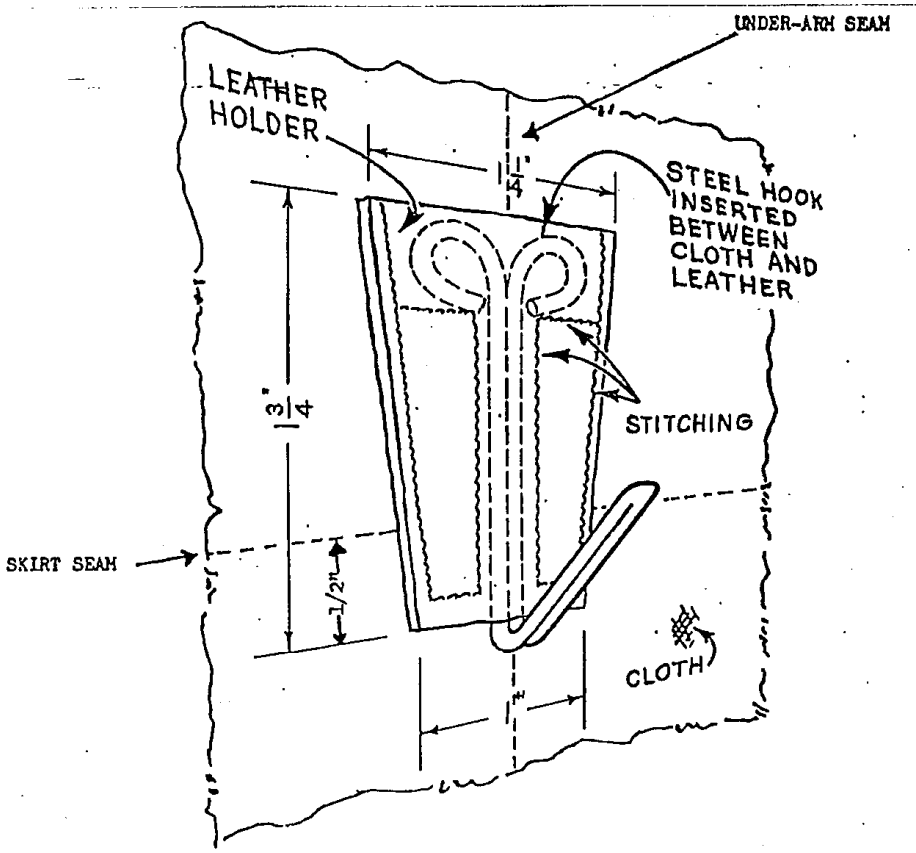

LOWER POCKET FLAP RIGHT SIDE
FINISHED APPEARANCE
7 3/4 to 8 1/4" Wide
Stitch to Blouse 1/8" from Edge
Stitch to Blouse 1/8" from Edge
Machine Stitched 1/8" from Edge
Leave Flap Detached from Blouse Here
8 1/2 to 9" Wide

"BACK" YOKE LINING AND BINDING



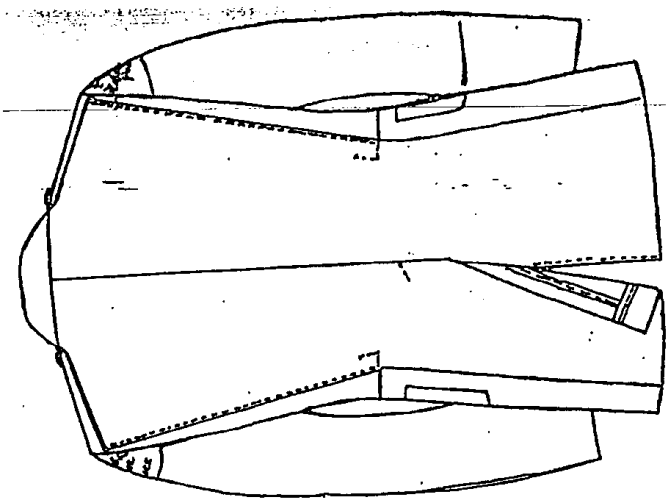

SHOULDER PATCH
TO SHOW SPACING REQUIRED
IN RELATION TO SLEEVE SEAM
APPROXIMATE POSITION OF SHOULDER STRAP
LETTERING TO BE EVENLY
SPACED 5/8" to 3/4"
FROM SLEEVE SEAM AS
SHOWN
5/8"
MICHIGAN
STATE
POLICE
APPROXIMATE POSITION OF SHOULDER SEAM
SLEEVE SEAM

CONSTRUCTION AND PLACEMENT OF BELT HOOK HOLDER AND HOOK

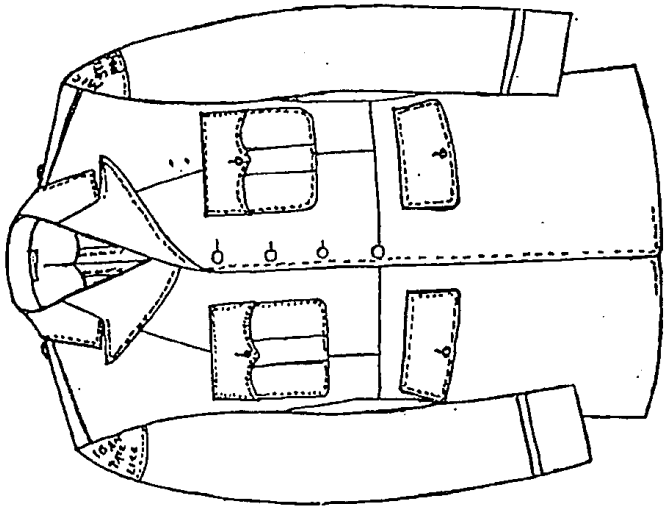


MICHIGAN STATE POLICE
UNIFORM BLOUSE

NOTE: These drawings are not made to "scale", they are furnished for general appearance.



BACK VIEW

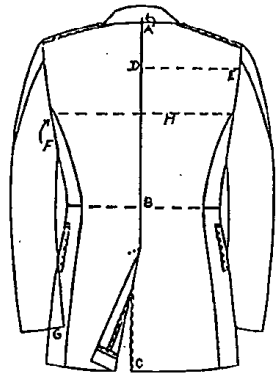


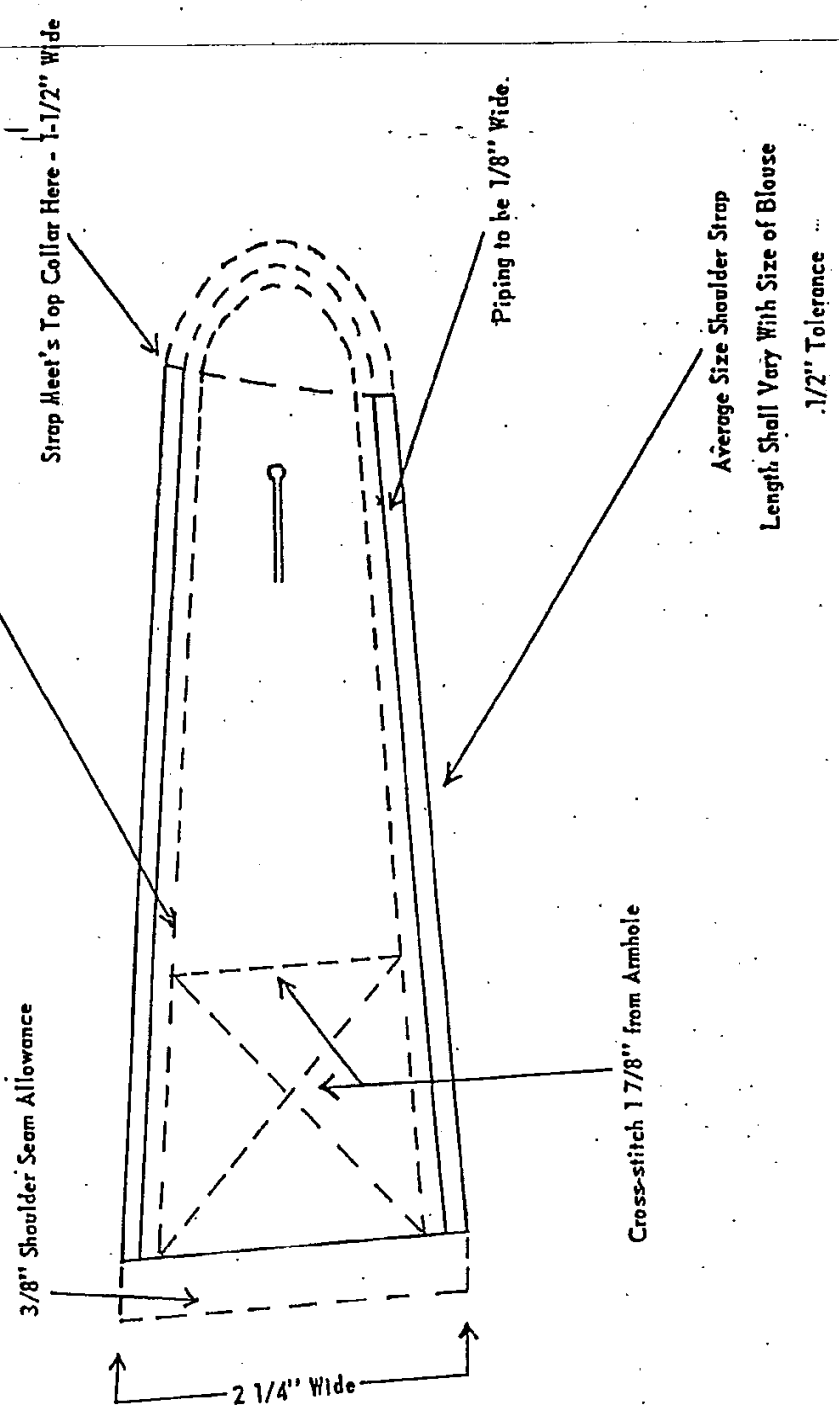
FRONT VIEW

(Heavy lines are edges or seams, broken lines are stitchings)

MICHIGAN STATE POLICE

UNIFORM MEASUREMENT SHEET



BLOUSE and OVERCOAT MEASUREMENTS	
LENGTH	From edge of under collar seam at "A" to the Natural Waist Line at "B".
	From edge of under collar seam at "A" to length wanted at "C".
BACK WIDTH	From back seam at "D" to armhole seam at "E".
SLEEVE INSEAM	From close up under arm at "F" to full length of sleeve at "G".
CHEST	Around the chest at "H", well up underarms, and evenly across back and over shoulder blades, easy measurements over shirt.
WAIST	Around the waist at "B", snug measurement over the shirt.
SEAT	Around the hips and over the fullest part of the seat at "M", easy measurement taken over trousers.

SHOULDER STRAP RIGHT SIDE