



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

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **220000000117**

CONTRACTOR	Libra Industries, Inc. of Michigan	STATE	Program Manager	VARIOUS	MULTI
	1435 North Blackstone Street				
	Jackson, MI 49202		Contract Administrator	Joy Nakfoor	DTMB
	Shelia Archer			(517) 249-0481	
	517-784-9290			nakfoorj@michigan.gov	
	sarcher@librami.com				
	CV0022320				

CONTRACT SUMMARY				
UNIFORMS AND LOGO WEAR – DNR, DTMB, MDHHS				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
November 1, 2021	October 31, 2024	2 - 1 Year		October 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
		See Schedule A, Section 2.1. Time Frames		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
Orders less than \$99.00 will be charged a \$9.99 flat-rate shipping and handling fee. All other orders will include free delivery.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 31, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,632,100.00	\$0.00		\$1,632,100.00	
DESCRIPTION				
Effective December 8, 2021, the language related to Minimum Delivery Requirements (on Contract Cover Page and Schedule A - Statement of Work, Section 5.4. Minimum Orders) has been updated to the following:				
Orders less than \$99.00 will be charged a \$9.99 flat-rate shipping and handling fee. All other orders will include free delivery.				
Please note the State Contract Administrator has been updated to Joy Nakfoor (nakfoorj@michigan.gov, 517-249-0481).				
All other terms, conditions, specifications and pricing remain the same. Per contractor) and agency agreement, and DTMB Central Procurement approval.				



STATE OF MICHIGAN PROCUREMENT

DTMB Central Procurement

525 W. Allegan Street, 1st Floor, NE
Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **220000000117**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Libra Industries, Inc. of Michigan
	1435 North Blackstone Street
	Jackson, MI 49202
	Shelia Archer
	517-784-9290
	sarcher@librami.com
	CV0022320

STATE	Program Manager	See Below	See Below
		See Below	
		See Below	
	Contract Administrator	Joy Nakfoor	DTMB
		517-249-0481	
		nakfoorj@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Uniforms and Logo Wear – DNR, DTMB, MDHHS			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 1, 2021	October 31, 2024	Two one-year options	10/31/2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		See Schedule A, Section 2.1. Time Frames	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
Minimum of 12 Items in any combination for free delivery, smaller orders will be charged a \$9.99 flat-rate shipping and handling fee.			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: Orders will be placed directly by the State agency via the authorized document established in Schedule A, Section 5.2. Authorizing Documents and per the terms, conditions, specifications and pricing of this contract.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			1,632,100.00

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

	AGENCY	NAME	PHONE	EMAIL
1	DNR	Lisa Crozier-Green	517-388-6626	croziergreenl@michigan.gov
2	DTMB	Brad LaMacchia	517-896-4147	lamacchiab@michigan.gov
3	DTMB	Shelly Millimaki	517-636-7710	millimakis@michigan.gov
4	DTMB	Jamie Mathews	517-636-0829	mathewsj@michigan.gov
5	MDHHS	Lauri McDaniel	517-290-2815	mcdaniell2@michigan.gov
6				
7				

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STANDARD CONTRACT TERMS

Master Agreement No. 220000000117

Uniforms / Logo Wear

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Libra Industries, Inc. of MI (“**Contractor**”), a Michigan Corporation. This Contract is effective on November 1, 2021 (“**Effective Date**”), and unless terminated, expires on October 31, 2024.

This Contract may be renewed for up to two (2) additional one-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims 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; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when

verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Joy Nakfoor 525 W. Allegan, First Floor NE Lansing, MI 48933 nakfoorj@michigan.gov 517-249-0481	Sheila Archer Work Apparel Division PO Box 1105 Jackson, MI 49204 517-784-9290 sarcher@librami.com

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a **"Contract Administrator"**):

State:	Contractor:
Joy Nakfoor 525 W. Allegan, First Floor NE Lansing, MI 48933 nakfoorj@michigan.gov 517-249-0481	Sheila Archer Work Apparel Division PO Box 1105 Jackson, MI 49204 517-784-9290 sarcher@librami.com

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a **"Program Manager"**):

State:	Contractor:
DTMB (SFA, RED and DCD): Brad LaMacchia 3111 W. St. Joseph St. Lansing, MI 48917 lamacchiab@michigan.gov 517-896-4147	Sheila Archer Work Apparel Division PO Box 1105 Jackson, MI 49204 517-784-9290 sarcher@librami.com
DTMB (Delivery Services): Shelly Millimaki 7461 Crouner Dimondale, MI 48821 millimakis@michigan.gov 517-636-7710	
DTMB (Vehicle and Travel Services) Jamie Mathews mathewsj@michigan.gov 517-636-0829	

DNR (All Divisions): Lisa Crozier-Green 525 W. Allegan, Third Floor NE Lansing, MI 48933 croziergreenl@michigan.gov 517-388-6626	
MDHHS (Bureau of Organizational Services) Lauri McDaniel McDanielL2@michigan.gov 517-290-2815	

- 5. Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
- 6. Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or otherwise result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

Required Limits	Additional Requirements
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

- 7. Administrative Fee and Reporting** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not

limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 14. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to

number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 17. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
- 18. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 19. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment

under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether

Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of

the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.
28. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **Reserved.**
31. **State Data.**
 - a. **Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or

generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

- b. Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data.** Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data.** Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss or Compromise of Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the

State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 31** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.

- f. **State's Governance, Risk and Compliance (GRC) platform.** Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

32. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is

confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Data Privacy and Information Security

- a. Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of

Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

- d. **Audit Findings.** Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

34. Payment Card Industry Data Security Standard.

- a. **Undertaking by Contractor.** Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the Payment Card Industry Data Security Standard (PCI DSS). The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.
- b. **Cooperation to Notify of Breach.** The Contractor must notify the State's Contract Administrator, within 48 hours of discovery, of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. The Contractor must provide, at the request of the State, the results of such third-party security review. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.
- c. **Responsibilities for Costs Incurred.** The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.
- d. **Disposing of Cardholder Data.** The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.
- e. **Audit by Contractor.** The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance or a Report on Compliance showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

35. Reserved.

- 36. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence

any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved.**
- 41. Reserved.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 47. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective

Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

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

50. Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A – Statement of Work	Statement of work
Schedule B – Pricing and Schedule B- Pricing Worksheet	Pricing for goods and services
Schedule C- Logo Information	Provides information regarding the different embellishments that will be required for the uniforms
Schedule D- Contractor Hosted Software and Services	Provides the State's requirements for Hosted Services
Schedule D- Exhibit 1- Support Services and Service Level Agreements for Hosted Services	Provides the State's requirements expectations and agreements for Hosted Services
Schedule E- Data Security Requirements	Provides the State's requirements for Data Security
Schedule E- Exhibit 1- Disaster Recovery Plan	Plan required for all Data held/used on Hosted Services by the Contractor

Schedule F- Federal Provisions Addendum	Provides requirements if Products are purchased with Federal Funds
Schedule F- Exhibit 1	Byrd Anti-Lobbying Certification

- 51. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 52. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 53. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 55. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

Master Agreement No. 220000000117

Uniforms / Logo Wear

BACKGROUND

Several State agencies require their staff to wear a standard Uniform comprising of items to which logos or other identifiers are affixed. These apparel items are selected to create a standard, consistent look and/or to provide for the safe performance of the staff's duties.

SCOPE

The purpose of this contract is for the procurement of standardized uniforms, as authorized by a state agency or department, that may have identification affixed. This contract will be extended to any other State Agency or MiDeal member who meets the uniforming requirements and wishes to utilize it.

The Contractor will be responsible for warehousing, if agreed upon with the agency, and distribution of the uniform/logo wear, data collection and reporting, and all supervision and labor necessary for the completion of the established contract per the requirements outlined herein.

The State cannot guarantee the number of items that will be purchased nor the annual dollars that will be spent during the term of this contract.

REQUIREMENTS

1. General Requirements

- A. Contractor must provide deliverables and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below, including but not limited to; data collection, reporting, warehousing, and distribution.
- B. Contractor shall provide uniform items including but not limited to; work apparel shirts (long and short sleeve, button and pull over), pants and shorts, and outer wear that meet or exceed the specifications as provided by the brands listed in Schedule B.
- C. Contractor shall sew on, and supply if applicable, a patch or woven label, direct embroidery, or silk screen on each shirt or item as required at the time of ordering.
- D. The State reserves the right to add, remove or replace items, and the agencies served, during the contract term to meet the State of Michigan's future needs.
- E. The Contractor will work with State Agencies to review established uniforming items, suggest, and offer new products, possibly utilizing new clothing technologies, and assist in updating uniform requirements if requested.
- F. The Contractor will pay a Contract Administration fee to the State in the amount of 1% for sales made to State Agencies and MiDeal members as outlined in

Standard Terms and Conditions Section 7. Administrative Fee and Reporting and must comply will reporting requirements.

- G. **No product substitutions are allowed at the time of order fulfillment.** See **Section 1.2. Product Substitution** for substitution allowances and procedures.
- H. Modifications to the Contract are only permitted if provided for in a Change Notice executed by the Contract Administrator.

1.1. Product Specifications

- A. Clothing Items. The State and its Agencies with work with the Contractor to establish clothing “racks”, a grouping of clothing that has been established that represents each unit’s official uniform items, one for each department or unit within each Agency.
- B. The Contractor will provide to the state Agency Program Managers, upon their request and only to them, a copy of the most current Contractor’s “Essentials Catalog” that offers core proven sellers that are generally in stock and can be provided as requested to help augment each Agency’s uniforming needs.
- C. Logo Production/ Embellishment. Each Agency will have its own individually designed logo(s)/embellishments and specifications. See **Schedule C. Embellishment Information.**
 - 1) Embroidery, patches, silk screen, and woven labels.
 - a. Prior to production each agency will provide the Contractor with the specifications and electronic design files.
 - b. Contractor will create a proof and e-mail it to the Agency Program Manager for approval.
 - c. Once the proof is approved if the logo is for a patch or embroidery a sample will be created and delivered to the Agency Program Manager.
 - d. Once approvals are received from the Agency Program Manager, logo production can begin, and the Contractor must supply to the agency an electronic copy of the approved logo.
 - e. Embroidered embellishments must lay flat without fabric distortion and must not require ironing to maintain this specification.
 - f. For screen printing, embellishment must be crisply and cleanly printed with no smears or other distortions.
 - 2) In some instances, the Contractor will be required to affix patches or woven labels provided to the Contractor by the State, in lieu of furnishing the patches or labels. The cost for clothing items reflecting these instances is provided in Schedule B.
 - 3) Cost for Embellishment Set-Up.
 - a. For embellishment designs not included at contract inception, the contractor will charge a \$65 new logo set up fee.

- b. For changes to an existing embellishment design, the Contractor will charge a \$40 logo edit fee.

1.2. Product Substitution, Additions and Deletions

- A. Substitutions. While the State recognizes that product substitutions may need to be made, substitutions may not be made during order fulfillment and may not be made without prior written consent via a Change Notice as follows:

- 1) Product substitution due to discontinued product.

In the event of a product discontinuation which makes the approved product unavailable the Contractor will:

- a. Alert the Program Manager (the individual named herein as the Agency's designated Program Manager) within 2 business days once the discontinuation is known and if orders have been placed for the item, the Contractor will also contact the Program Manager alerting them of outstanding orders and who has placed the order.
- b. The Contractor will not contact field staff regarding discontinued items.
- c. Provide to the Program Manager suggested alternate products for consideration, within 7 business days, product information including, but not limited to: product data sheets, the cost per replacement item and the time in which the new product can be obtained.
- d. Provide to the Program Manager samples as requested by the Program Manager. **See Schedule A, Section 2.4. Samples.**
- e. Provide the replacement clothing item as agreed to and as replaced via Change Notice.

- 2) Product substitution due to product quality issues or Contractor errors.

Should products consistently arrive with quality issues or with errors:

- a. The State will send an e-mail notification to the Contractor identifying non-conforming product and request that the Contractor research and provided alternate product information for consideration.
- b. The Contractor will, within 7 business days, provide for the State's consideration product information including, but not limited to: product data sheets, the cost per replacement item and the time in which the new product can be obtained.
- c. The Contractor will provide to the Program Manager samples as requested by the Program Manager. **See Schedule A, Section 2.4. Samples.**
- d. The Contractor will return to the manufacturer all defective/deficient clothing items at no cost to the State.
- e. The Contractor will provide the replacement clothing item as agreed to and as replaced via Change Notice.

- f. The State will not pay for shipping to return product with quality issues or Contractor mistakes.
- B. New Items. The State may choose to eliminate and/or may consider adding clothing items to Schedule B.
 - 3) The Contractor will assist the Program Manager in researching new product which may include, but is not limited to:
 - a. Meet with the Program Manager to showcase new products.
 - b. Provide product data, pricing, availability information.
 - c. Provide samples for evaluation. See **Schedule A, Section 2.4. Samples.**
 - 4) Should new items be approved, the items will be added to Schedule B via Change Notice and the Contractor will be required to provide the new items per the terms of this contract.
- C. Deleted Items. Should the State no longer require an item and wish to delete it from Schedule B, for reasons other than quality issues, the State will:
 - 1) Notify the Contractor that the item is being eliminated.
 - 2) Ask the Contractor for an accounting of the number of those items remaining in their warehouse (if applicable).
 - 3) Purchase the warehouse inventory of that item up to the required stocking level (if required).
 - 4) Delete the item from Schedule B via Change Notice.

1.3. Warranties

- A. The Contractor will warranty any product due to manufacturer's defect for 30 days after the item is put into use.
- B. The Contractor will warranty any embellishment due to defect for 30 days after the item is put into use.
- C. Should a warranty issue arise:
 - 1) The State will notify the Contractor's Contractor Representative via phone or email alerting the Contractor of the defect.
 - 2) The Contractor will review warranty claim as presented to determine if:
 - a. the item at issue needs to be inspected
 - b. If item needs to be inspected the Contractor will issue a call tag to have item shipped back, and once received, the Contractor and possibly the manufacturer will inspect the item. If it is determined that the issue is a result of manufacturer or embellishment defect the item will be replaced at no charge.

- c. If the Contractor determines that they do not need to inspect the item, the item will be replaced at no charge.

1.4. Recall Requirements and Procedures

Should a clothing manufacturer issue a recall of its items, the Contractor will notify the State Program Manager or the State Employee, if a personal purchase, of the product recall via email and provide direction for the product return and free replacement.

1.5. Quality

- A. Product Quality. The Contractor will provide first quality products. Items not meeting the following quality standards will be deemed unacceptable and returned as defective or under warranty.

1) Clothing Items.

- a. Will have no physical defects. Tears, stains, holes, miss-sewn seams, or parts.
- b. Fabrics will be colorfast and resistant to fading or pilling for up to 3 months.
- c. For those items receiving embellishments, those articles will have the appropriate logo, agency identifier and/or artwork affixed:
 - 1. Level and square to article on which it is applied.
 - 2. For Patches and Labels, completely and firmly attached around the entire perimeter of the patch or label with no fabric distortion.
 - 3. For embroidery, with minimal fabric distortion.
 - 4. For screen printing, crisply and cleanly printed with no smears or other distortion.

2) Embellishments. See **Schedule C- Embellishment Information**

- a. Samples of current approved patches and embroidery will be provided to the Contractor whenever possible for review to ensure color and thread match.
- b. Patches will be of the color and design as approved in the agency's proof approval. Stitching will be smooth and tight to create a crisp, professional patch.
- c. Embroidery will be in the color and design approved in the agency's proof approval. Stitching will be smooth and crisp and will not curl, pucker, or otherwise distort the fabric to which it is stitched.
- d. Backer used for embellishments must be appropriate for the specific embellishment and for the fabric to which it will be affixed to assure the best quality.
- e. Thread used for embroidery and patches must always be created using the Agency approved thread and color. If the approved thread is discontinued or no longer available, the Contractor will

work with the state Agency Program Manager to select and approve a new thread

- f. The Contractor will create all embroideries utilizing the highest number of stitches per inch as required to create a solid, high-quality image. These counts will be approved in writing by each agency dependent on the embellishment.
- g. Screen printing may be in single or multiple colors. If multiple colors are required, the artwork will be properly justified to ensure that color placement is in alignment to create a first quality finished image.

B. Quality Assurance Program. While it is understood that your company may not be manufacturing the products, the State expects, and the Contractor has agreed to ensure that the products provided under this contract meet quality standards.

- 1) The Contractor will make spot inspections of items as they arrive from the manufacturer.
- 2) The Contractor will have quality inspectors overseeing the embellishment process to spot issues as they may arise.

2. Service Requirements

2.1. Time Frames

The State prefers that items be delivered within 21 business days from receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms. See **Section 6. Delivery** for specific delivery details.

The State recognizes that this may or may not be feasible and lead times to receive product may vary from manufacturer to manufacturer and from product to product.

State Agencies should anticipate the following timeframes when placing their orders. The Contractor will make every effort to improve upon these timelines. The Contractor will provide delivery timelines at the time of order

Activity	Anticipate Lead Time
Receive Item from Manufacturer	14 to 90 calendar days
Embellish Item (either direct embroider, screen print or affix State supplied Patch or Label)	10-20 business days
Package, Ship and Deliver Item	7-10 calendar days

2.2. Warehousing

- A. There may be certain uniforming items that the State will want the Contractor to warehouse at their facility to meet a 21-day or less delivery timeframe.

- B. To make delivery within the 21-day period for items most likely to be ordered individually or as part of an employee's individual onboarding, the Contractor will work with Agency Program Managers and work areas to determine which uniforming items will be warehoused, in which colors and sizes and will develop par levels for those items. These warehousing parameters will be agreed upon in writing by the Agency Program Manager.
- C. The Contractor must provide, upon request from an Agency Program Manager or the Contract Administrator, a complete product list of all items currently stocked in the Contractor's warehouse in Excel format.
- D. If any of the specifically agreed upon inventory remains inventoried in the Contractor's warehouse upon the termination of this contract, the State's Agency that authorized the warehousing will purchase that inventory at the current pricing.

2.3. On-line Purchasing Platform/e-Store

- A. Contractor will provide an online purchasing platform/ E-Store for the State which can be set up for each Agency to order their specific uniforms and/or for staff members to purchase their own uniforms if required by their agency or union contract.
 - 1) The Contractor will establish a "store" for each Agency and within each store set up multiple pages, or "racks", one for each specific business unit within an Agency. Each page will be unique with their specific uniforming options and purchases made on each will be billed separately.
 - 2) Each Store and will have a unique link and each unique "rack" will be password protected to ensure that only those employees required to obtain those uniforms may do so.
- B. Contractor will set up the stores to both take orders on account and invoice the State and/or accept the order with payment either a State P-Card or from employees via credit card.
- C. Contractor will set up the online purchasing platform/ E-Store with the goal of making it available for use by the Agencies the first week of December 2021.
- D. Agency's that elect to use this contract after its initial set up must contact the Contract Administrator to be added to the Contract and must provide all necessary information to the Contractor. Set up of store and racks, after Contractor receives all necessary information, will take 3-5 business days depending on the number of items included.
- E. To pay by p-card when placing an order on e-store, users will be required to provide their payment information at the time the order is placed.
- F. Hosting. See **Section 2.4. Specific Standards- IT Policies, Standards and Procedures** below.

2.4. Specific Standards- IT Policies, Standards and Procedures (PSP)- For On-line Purchasing Portals.

Contractors are advised that the State has methods, policies, standards, and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Public IT Policies, Standards and Procedures (PSP):

https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

- A. ADA Compliance. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Bidder's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Bidder may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Bidder complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

- B. End-User Operating Environment. The software must run under commonly used web browsers. At a minimum, the software must support Internet Explorer v9 or higher, Chrome v36 or higher, Firefox v31 or higher, and Safari v5.1 or higher both under the Windows and iOS operating systems.

The Contractor must support the current and future State standard environment at no additional cost to the State.

Please note, at contract execution, the browser that best connects to the Contractor's platform is Chrome as it offers the best compatibility.

- D. User Type and Capacity. The Contractor will continue to maintain unlimited capacity for the users and administrators of this on-line purchasing platform and be able to scale up or down without affecting performance. Latency load response time is expected to be no more than 3.25 s.

- E. Hosting.

- 1) The Contractor will adhere to the State's standard Contractor Hosted Software and Services attached as **Schedule E**.
- 2) The Contractor will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours.

- 3) The Contractor will enact its Disaster Recovery Plan as provided to the State.

2.5. Reporting

- A. The Contractor must provide the State with standard and specialized reports upon request. All reports must be in Excel or similar modifiable format.
- B. Administrative Reporting. Quarterly, within 30 days of the last day of each calendar quarter, the Contractor must email to MiDeal@michigan.gov the following report. A copy will also be emailed to the Contract Administrator.
 - 1) An itemized purchasing activity report which will include at a minimum:
 - a. The name of the purchasing entity (whether State Agency or MiDeal Member)
 - b. The division
 - c. The office/location (or employee)
 - d. Line-Item accounting of items purchased including size, color and quantity.
 - e. Price billed per item
 - f. Total dollar volume in sales
 - g. If this was paid via P-Card or credit card or invoiced against a DO.
- C. Monthly Administrative reports will be e-mailed to the Program Managers, within 30 days of the last day of each calendar month. These reports will include the same information provided to the MiDEAL coordinator but tailored specifically to the Agency making the purchase.

2.6. Meetings

The Contractor must attend the following meetings:

- A. Contract Kick-off meeting within 15 calendar days of the contract Effective Date.
- B. Product Showcase Meetings as requested.
- C. Annual Contract Review, if requested.
- D. The State may request other meetings as it deems appropriate.

2.7. Samples

During this contract, if required by the State, the Contractor will provide samples for the State's review and consideration free for charge if the following procedure is followed:

- A. The State will request samples, in writing, from the Contractor
- B. The Contractor will respond in writing with the timeline to obtain samples and the cost of the sample should the State not follow return procedure established below in **2.7.D**.
- C. The State must submit a DO for samples using the value established in a quote provided by the contractor

- D. Samples must be returned to the Contractor within 90 calendar days or in the timeline agreed to in writing submitted with the quotation.
- E. If samples are not returned within the default or established timeline, the State will be invoiced against the DO, and returns will not be allowed.

2.8. Advanced Planning Services

Based on the previous year's data, the Contractor will coordinate with each Agency Program Manager to plan for large annual purchases in advance to ensure timely delivery.

2.9. Transitions

A. Contact Execution- Transition In. At the beginning of the contract resulting from this RFP the Contractor will assist the State in transitioning to the use of this contract.

- 1) No later than five days after contract execution, the Contractor will begin working with Agencies to establish warehousing items and par levels and place orders for those inventories.
- 2) The Contractor must be able to begin taking all other orders on or before December 1, 2021.
- 3) By December 1, 2021, the State will provide to the Contractor Woven Labels and Patches so that the Contractor may affix them to the items for inventory or when ordered, and to provide samples that the Contractor can use when setting embellishments, matching threads and thread colors.

B. Transition Out. At the end of the contract, and pursuant to **Standard Terms, Section 31**, the Contractor must also:

- 1) Maintain consistent communication with the State will remain intact throughout the transition period to ensure the uninterrupted supply of clothing for patients/residents.
- 2) The Contractor must provide all requested user data and other records as requested by the Contract Administrator.
- 3) Contractor will submit to the State all final billing within 45 calendar-days of the contract expiration date and provide any requested back up documentation as may be necessary to make final payment within that same 45 calendar-day time. No additional invoicing after the 45 calendar-day period will be honored.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint a Contractor Representative specifically dedicated to this contract, who will be required to be knowledgeable on the contractual requirements and directly responsible for the day-to-day operations of the Contract.

A. The Contractor Representative **must** be:

- 1) Available for State personnel and customer service calls during the hours of 8 a.m. to 5 p.m. ET Monday through Friday.

- B. The Contractor Representative must respond to the State within 8 business hours to State inquiries Monday through Friday.
- C. The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative or Key Personnel.
- D. The Contractor may not remove or assign a new Contractor Representative without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.
- E. The Contractor Representative is:

Shelia Archer
1435 N. Blackstone Street
Jackson, MI 49202
sarcher@librami.com
517-784-9290

3.2. Key Personnel

The Contractor will identify Key Personnel specifically assigned to State of Michigan accounts, who will be knowledgeable on the contractual requirements and directly responsible for the day-to-day operations of the Contract.

- A. The Contractor Personnel must be available for customer service calls and must be available during the hours of 8 a.m. to 5 p.m. ET Monday through Friday.
- B. The Contractor Representative must respond to the State within 8 business hours to State inquiries Monday through Friday.
- C. The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative or Key Personnel.
- D. Identified key personnel:
 - 1) Accounting, Reporting, A/R
Kelly Woodland
kwoodland@librami.com
(517) 787-5675
 - 2) Inside Sales- Order Entry, Order Follow-up
Alex Gallinati
wasales@librami.com
(517) 784-9290
 - 3) E-Store Support
Mirian Perry
mperry@librami.com
(517) 787-5675

3.4. Customer Service Toll-Free Number

The Contractor has a toll-free number for the State to contact the Contractor Representative and/or ordering department. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

The number is: 1-800-292-9309

3.5. Disclosure of Subcontractors

A. If the Contractor intends to utilize subcontractors in the performance of this contract:

- 1) Any subcontractors will be bound by the terms of this contract, although the State extends no contractual relationship to the Contractor's subcontractors. The State will not accept billing from nor make direct payments to any subcontractor.
- 2) The Contractor will give the State 30 calendar days' notice if it intends to replace any subcontractor and provide the same information as required below.
- 3) The State may request to remove a subcontractor at any time during the term of the contract, and the Contractor is responsible for replacing that subcontractor within 30 calendar days.
- 4) The Contractor will designate one key personnel that will be solely responsible for communicating the needs and substitution requests of subcontractors. At the State's discretion, subcontractors will be permitted to communicate directly with State on a case-by-case basis.

B. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- 1) The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- 2) The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor's work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- 3) A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- 4) **Geographically Disadvantaged Business Enterprise Sub-Contractors:**
If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount

estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

- C. In addition to the requirements of **Schedule A, Section 3.5.B** above, for any subcontractors that the Contractor intends to use as a back up for embellishment work they must:
- 1) Submit samples of the subcontractors work for review.
 - 2) If acceptable, the Agency will approved the use of the subcontractor in writing.

3.6. Security

Security at State facilities is a priority and the Contractor, and its personnel, must be responsive to and respectful of these needs.

- A. The State reserves the right to deny access to any facility to anyone who fails to comply with any applicable State, Federal, or local law, ordinance or regulation or whose presence may compromise the security of the facility, its patients/residents, or staff.
- B. The Contractor will conduct employee background checks for new hires.
- C. The State may investigate Contractor and its subcontractors, and their respective employees, agents, and representatives before they have access to State facilities and systems.
 - 1) The scope of the investigation is at the discretion of the State; results will be used to determine eligibility for working within State facilities and systems. It may include:
 - a. Michigan State Police background checks (ICHAT),
 - b. Law Enforcement Information Network checks (LEIN), and
 - c. National Crime Information Center (NCIC) Fingerprints.
- D. Facility Security and Procedures.
 - 1) The Contractor's drivers must have a driver's license or acceptable Personal Identification Card.
 - 2) The Contractor's drivers are expected to wear appropriate clothing and/or identification permitting State personnel to readily identify the driver as the Contractor's employee.
 - 3) Vehicles will be marked appropriately to allow quick identification as the Contractor's vehicle.
 - 4) Drivers are to secure vehicles while on the premises.
 - a. During unloading, the vehicle must not be left running.
 - b. Keys are not to be left in the vehicle and must be in possession of the driver.

- c. All vehicle and trailer compartment doors must be secured with lock.
- d. The State may require the Contractor's personnel to wear State-issued identification badges.

4. Pricing

4.1. Price Term

Pricing is firm for the entire length of the Base Contract as established in **Schedule B-Pricing Worksheet**. Pricing may be revisited going into option years and if revised will be agreed upon via change notice prior to the beginning of the option year.

4.2. Price Changes

- A. Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.
- B. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.
- C. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

4.3. Electronic Catalog

To enable catalog management functionality within the State's SIGMA system, the Contractor may be required to supply the State with product and pricing information as identified in **Schedule B** of this RFP in an Excel document.

- A. The Excel document template will be provided to the Contractor for them to populate.
- B. The Contractor must supply the State with updated product and pricing information over the duration of the Contract using the then- current catalog template provided by the State.
- C. Product and price changes provided in this manner will not take effect until the catalog is updated in the State's procurement system.

4.4. Tax Exempt Status.

- A. Any orders placed by the State of Michigan and/or paid for via p-card are tax exempt.
- B. Orders placed by employees using a personal credit card are not tax exempt.

5. Ordering

5.1. Ordering Method.

The State prefers to have the ability to place orders via the following methods.

A. Ordering Via E-mail or Fax

The State wants the ability to place orders via e-mail or fax, using a Delivery Order (DO) created in SIGMA. No verbal orders are allowed.

- 1) The Contractor will provide to the State the appropriate fax number and e-mail address to submit orders via these methods.
- 2) The Contractor will have a customer service (orders) staff who will respond to/process orders placed by State of Michigan, its employees and MiDeal members accounts in sufficient quantities as to provide prompt service to respond to questions and/or acknowledge receipt of orders within two (2) hours.
- 3) The Contractor's normal business hours for receiving orders and providing customer service will be Monday through Friday, 8:00 a.m. to 5:00 p.m. (EST).
- 4) State wants to be able to place orders by faxing or e-mailing a Delivery Order (DO) to the Contractor. The contractor will provide to the state the appropriate fax number and e-mail address to submit orders via this method.

B. Ordering Via an On-Line Platform/e-store. See Section 2.3. On-line Purchasing Platform/e-Store.

5.2. Authorizing Document

- A. The appropriate authorizing document for the Contract will be a Delivery Order (DO) written against the Master Agreement, or
- B. An online purchase utilizing the web page(s) the Contractor has established for use by the State. If the on-line purchasing platform is used the Contractor will:
 - 1) Allow for p-card purchases from an agency
 - 2) Allow for credit card purchased by an employee.

5.3. Order Verification

- A. The Contractor must have internal controls, approved by the State, to verify abnormal orders and to ensure that only authorized individuals place orders. Questions regarding abnormal orders or ordering must be submitted to the Program Manager for that location.
- B. The Contractor will send an order acknowledgment must be sent to the person placing the order for any on-line/e-store purchases and any DO orders.

5.4. Minimum Orders

- A. To receive free shipping, the Contractor requires a minimum order of any twelve (12) items.
- B. For orders under the minimum, the Contractor will charge a \$9.99 flat-rate shipping/handling fee.

6. Delivery

6.1. Delivery Programs

The Contractor will deliver orders via UPS or Fed Ex for parcel delivery. Larger orders will be delivered either by the Contractors own delivery fleet or via LTL for pallet deliveries.

6.2. Packaging

Products must be packaged as follow:

A. Clothing Items

The Contractor must package all items individually in clear wrap to protect from damage and debris. Metal wire ties, metal clips, paper-coated wire ties, or staples must not be used for the sealing of the plastic film bags. Each package should be labeled with the end user's name.

B. Cartons

- 1) The Contractor must ship all items in cardboard cartons. Cartons will weigh less than 50 lbs. and be clean and of adequate strength to provide protection and stacking strength.
- 2) The Contractor will in addition to the address label, affix to the outside of the carton an itemized packing slip which includes, but is not limited to, the following information:
 - a. The Delivery Order (DO) number
 - b. Date
 - c. Name of staff who placed the order
 - d. List of items included in the delivery
 - e. Quantity of each item and size included in the carton
 - f. Name of delivery location

C. Pallets

- 1) Whenever possible or necessary, manufacturer's standard 4-way shipping pallets must be used. Pallets must be in good condition with not broken boards or rails.
- 2) The contractor will shrink wrap or band multiple cartons for a single location per pallet.
- 3) Palletized product dimensions must not exceed or overhang the pallet dimensions of 40" x 48" x 50".

- 4) The Contractor must clearly mark all orders for delivery with the appropriate facility name, address and DO number(s).

6.3. Delivery Locations and Hours

- 1) The Contractor will make delivery to the locations and within the standard delivery hours or hours as established by the Agency in the order is placed either via DO or on the on-line purchasing platform/e-store, or when setting up the account.
- 2) Delivery receipt signatures will be required at delivery.

7. Acceptance

7.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

A. Initial Inspection

- 1) The State will initially inspect each shipment within 5 business days to confirm that all components have been delivered as ordered, with the appropriate Uniform or footwear items, in the requested colors and quantities, and without visible signs of damage.
- 2) If initial inspection reveals incorrect uniforms or footwear, incorrect quantities, incorrect sizes, incorrect or misplacement of embellishments, or visible signs of damage, the State may reject the shipment without performing any further inspection or testing. The State may however, in its discretion, conditionally approve the portion of a shipment that is not deficient or defective and may permit the Contractor to correct the deficiencies discovered during the initial inspection.
- 3) If the shipment passes the initial inspection, it will be conditionally accepted dependent on continued inspection. The Contractor may invoice for the items at this time.

B. Continued Inspection

- 1) After the shipment has been conditionally accepted and the clothing are placed into stock, as each item is opened for use it will be inspected to ensure that the item does not have a material deficiency or defect, incorrect or mis-placed embellishments, or in any way doesn't meet with product specifications. See **Section 1.6.A. Product Quality**.
- 2) If at any time from delivery until the products use it is determined that a deficiency has been discovered the State will notify the Contractor within twenty-four hours to discuss the nature of the deficiency and work with the Contractor to either correct the deficiency by providing replacement items or credit the State.
- 3) If the State elects to work with the Contractor to correct the deficiency, the Contractor shall, at their expense, supply replacement items within 14 business days.

- 4) If the State elects to take the credit for the deficient items, the contractor shall provide a credit memo to the State within 45 calendar days.
- 5) If the deficiency is not corrected within the stated timeline, the State may elect to have the product replaced and have the Contractor provide a credit for the cost of the item. Contractor should include this clause in any agreement with the manufacturer.

C. Corrective Action

If, after three opportunities the Contractor is unable to correct all deficiencies, the State may:

- 1) Demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor.
- 2) Keep the 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
- 3) Fully or partially terminate the Contract for default by giving notice to the Contractor.

8. Invoice and Payment

8.1. Invoice Requirements

- A. All invoices must be available as soon as product is paid via P-Card.
- B. If orders were placed via a DO, Invoices must be submitted to the State once the product has shipped, but not before. All pricing will be reflective of the pricing in effect the date the order is placed. All invoices will include the following information:
 1. date
 2. delivery order number (document I.D. if an on-line purchase)
 3. quantity
 4. description of the product/item
 5. unit price
 6. shipping/handling fee (if any)
 7. total price

8.2. Payment Methods

- A. The State will make payment for Contract Activities via Electronic Funds Transfer (EFT) if ordered via a DO.
- B. Payment for orders placed via P-Card will only be processed by the Contractor when the ordered items are shipped, not at the time of order.

- C. Backordered items will not be billed for, nor card payment processed until the items are shipped.

9. Additional Requirements

9.1. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals 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.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

9.2. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

9.3. 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. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

9.4. Forced Labor, Convict Labor, or Indentured Servitude Made Materials

The Contractor will not supply, to the best of the Contractors knowledge and belief, any foreign (outside of the United States) or domestic (inside of the United States) made materials, components of or finished product that have been produced in whole or in part by forced labor, convict labor, or indentured servitude or slavery.

9.5. Child Labor

The Contractor will not supply, to the best of the Contractors knowledge and belief, any foreign (outside of the United States) or domestic (inside of the United States) made materials, components of or finished product that have been produced in whole or in part through forced, indentured or child slave labor. Forced or indentured means for all work or service associated with production or manufacture:

- A. Exacted from any person under the age of 18 under the menace of any penalty for its non-performance and for which the worker does not offer him/herself voluntarily; or
- B. Performance by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

- C. Performance by any person under the age of 18 required to work hours in excess of or in conditions prohibited by law.

10. Service-Level Agreements (SLAs)

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.
- C. Service Levels Agreements for this contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose:	All orders must be delivered within the contractually agreed upon days after receipt of order.
Acceptable Standard:	<ol style="list-style-type: none"> 1. All deliveries must occur in accordance with the delivery lead time established in the contract and confirmed in the order acknowledgment. 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the delivery date and time. <p>The acceptable standard is 100% compliance.</p>
Credit due for Failing to Meet the Service Level Agreement.	<ol style="list-style-type: none"> 1. A 5% credit may be assessed against the total order for each of the first five occurrences of non-compliance in a given calendar year. 2. A 20% credit may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State will be completed within 10 days upon demand.</p>
SLA Metric 2. Appropriate Deliveries	
Definition and Purpose:	All orders must be delivered at the appropriate place and within receiving hours established by the purchasing agency.
Acceptable Standard:	<ol style="list-style-type: none"> 1. Orders must be delivered at the time and place established by the purchasing agency. See Section 6.3. for each Facility and Facility Receiving Hours. 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the delivery date and time.

	The acceptable standard is 100% compliance.
Credit due for Failing to Meet the Service Level Agreement.	<p>1. A 5% credit may be assessed against the total order for each of the first five occurrences of non-compliance in a given calendar year.</p> <p>2. A 20% credit may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State will be completed within 10 days upon demand.</p>
SLA Metric 3. Accurate Deliveries	
Definition and Purpose:	<p>The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless otherwise approved in writing by the purchaser.</p>
Acceptable Standard:	<p>1. Items, brands, and quantities delivered will match the Order Confirmation exactly.</p> <p>2. Signed and dated packing slips will be provided to the agency at the time of delivery.</p> <p>3. The entire order must be delivered on the same day.</p> <p>4. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate.</p> <p>5. Extenuating circumstances must be communicated by the Contractor to the Program Manager and the staff making the purchase as soon as the Contractor becomes aware of an issue prior to the delivery date and time.</p> <p>The acceptable standard is 100% compliance.</p>
Credit due for Failing to Meet the Service Level Agreement.	<p>1. A 5% credit may be assessed against the total order for each of the first five occurrences of non-compliance in a given calendar year.</p> <p>2. A 20% credit may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</p>

	Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State will be completed within 10 days upon demand.
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SCHEDULE B - PRICING

Master Agreement No. 220000000117
Uniforms/ Logo Wear

1. Prices include all costs, including but not limited to, the clothing articles and embellishments as indicated in Schedule C, any one-time or set-up charges unless otherwise allowed, fees, and potential costs that Contractor may charge the State (e.g., per piece pricing, palletizing, and overhead and profit). There are no shipping and handling fees unless the order is for less than 12 items. Orders that don't meet minimum quantity requirements will incur a \$9.99 shipping and handling fee.
2. The Contractor is not guaranteed any specific volume of purchase.
3. Prices for this contract are as listed in Schedule B- Pricing Worksheet as attached.

STATE OF MICHIGAN

Master Agreement No. 220000000117
Uniforms/Logo Wear

Schedule B- Pricing Worksheet

DESCRIPTION/ CURRENTLY USED									Year 1		Year 2		Year 3		
Item #	Brand	Style	Product Number	Colors	Embelishment	Embelishment Location	Sizes	Estimated Lead Time from AOR to Delivery	Price with Embelishment by Contractor	Price with Attachment of State Provided Patch	Price with Embelishment by Contractor	Price with Attachment of State Provided Patch	Price with Embelishment by Contractor	Price with Attachment of State Provided Patch	
DTMB UNIFORM ITEMS															
Button Shirts															
1a	Blue Generation	Unisex, Long Sleeve, Twill Shirt, 100% Cotton (Standard)	BG8213	Navy, Black	DTMB Embroidery #1-white	Left Chest above pocket	XS-XL	4 weeks or sooner	\$ 21.35		\$ 23.49		\$ 25.83		
1b							2XL	4 weeks or sooner	\$ 22.75		\$ 25.03		\$ 27.53		
1c							3XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98		
1d							4XL	4 weeks or sooner	\$ 27.00		\$ 29.70		\$ 32.67		
1e				White	DTMB Embroidery #2-black		5XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42		
1f							6XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12		
1g							7XL	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87		
2a	Blue Generation	Unisex, Long Sleeve, Twill Shirt, 100% Cotton (Tall)	BG8213T	Navy, Black	DTMB Embroidery #1-white	Left Chest above pocket	LG & XL	4 weeks or sooner	\$ 26.30		\$ 28.93		\$ 31.82		
2b				White	DTMB Embroidery #2-black		2XL	4 weeks or sooner	\$ 27.75		\$ 30.53		\$ 33.58		
2c							3XL	4 weeks or sooner	\$ 30.55		\$ 33.61		\$ 36.97		
3a	Blue Generation	Unisex, Short Sleeve, Twill Shirt, 100% Cotton	BG8213S	Navy, Black	DTMB Embroidery #1-white	Left Chest above pocket	XS-XL	4 weeks or sooner	\$ 21.35		\$ 23.49		\$ 25.83		
3b							2XL	4 weeks or sooner	\$ 22.75		\$ 25.03		\$ 27.53		
3c							3XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98		
3d							4XL	4 weeks or sooner	\$ 27.00		\$ 29.70		\$ 32.67		
3e				White	DTMB Embroidery #2-black		5XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42		
3f							6XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12		
3g							7XL	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87		
4a	Port Authority	Ladies, Long Sleeve, Crosshatch, Button Down Shirt	L640	Black, Red, Dark Cactus Green, Grape	DTMB Embroidery #1-white	Left Chest above pocket	S-XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42		
4b				Chambray Blue, Navy Frost, Deep Blue	DTMB Embroidery #2-black		2XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12		
4c							3XL	4 weeks or sooner	\$ 32.70		\$ 35.97		\$ 39.57		
4d							4XL	4 weeks or sooner	\$ 34.10		\$ 37.51		\$ 41.26		
5a	Redhouse	Men's, Long Sleeve, Dress Shirt, No-Iron	RH370	Black, Mediterranean Blue, Navy, Deep Scarlett	DTMB Embroidery #1-white	Left Chest above pocket	SM - XL	4 weeks or sooner	\$ 39.80		\$ 43.78		\$ 48.16		
5b				Blue Pear, Ice Grey, White	DTMB Embroidery #2-black		2XL - 3XL	4 weeks or sooner	\$ 41.20		\$ 45.32		\$ 49.85		
5c							3XL	4 weeks or sooner	\$ 41.20		\$ 45.32		\$ 49.85		
5d							4XL	4 weeks or sooner	\$ 44.05		\$ 48.46		\$ 53.30		
6a	Redhouse	Men's, Long Sleeve, Dress Shirt, No-Iron (Tall)	TLRH370	Black, Mediterranean Blue, Navy, Deep Scarlett	DTMB Embroidery #1-white	Left Chest above pocket	LG & XL	4 weeks or sooner	\$ 42.65		\$ 46.92		\$ 51.61		
6b				Blue Pear, Ice Grey, White	DTMB Embroidery #2-black		2XL	4 weeks or sooner	\$ 44.05		\$ 48.46		\$ 53.30		
6c							3 XL	4 weeks or sooner	\$ 45.45		\$ 50.00		\$ 54.99		
6d							4 XL	4 weeks or sooner	\$ 46.90		\$ 51.59		\$ 56.75		
Polo Style Shirts															
1a	Devon/Jones	Men's Polo, 100% Cotton, Pima-Pique, 6.8 oz	D100	Black, Burgundy, Cantaloupe, Dill, Espresso, Graphite, Lime, Navy, Orange, Pink, Deep Purple, Red, True Royal, Rust	DTMB Embroidery #1-white	Left Chest above pocket area	S-XL	4 weeks or sooner	\$ 24.90		\$ 27.39		\$ 30.13		
1b							2XL	4 weeks or sooner	\$ 27.75		\$ 30.53		\$ 33.58		
1c							3XL	4 weeks or sooner	\$ 29.15		\$ 32.07		\$ 35.27		
1d							4XL	4 weeks or sooner	\$ 30.60		\$ 33.66		\$ 37.03		
1e							5XL	4 weeks or sooner	\$ 32.00		\$ 35.20		\$ 38.72		

1f				White, Silver, Slate	DTMB Embroidery #2-black		6XL	4 weeks or sooner	\$ 33.40		\$ 36.74		\$ 40.41	
2a	Devon/Jones	Men's Polo, 100% Cotton, Pima-Pique, 6.8 oz (Tall)	D100T	Black, Burgundy, Cantaloupe, Dill, Espresso, Graphite, Lime, Navy, Orange, Pink, Deep Purple, Red, True Royal, Rust	DTMB Embroidery #1-white	Left Chest above pocket area	S-XL	4 weeks or sooner	\$ 27.75		\$ 30.53		\$ 33.58	
2b							2XL	4 weeks or sooner	\$ 30.60		\$ 33.66		\$ 37.03	
2c							3XL	4 weeks or sooner	\$ 32.00		\$ 35.20		\$ 38.72	
3a	Devon/Jones	Women's Polo, 100% Cotton, Pima-Pique, Short-Sleeve Y-Collar	D100W	Black, Burgundy, Cantaloupe, Dill, Espresso, Graphite, Lime, Navy, Orange, Pink, Deep Purple, Red, True Royal, Rust	DTMB Embroidery #1-white	Left Chest above pocket area	XS-XL	4 weeks or sooner	\$ 24.90		\$ 27.39		\$ 30.13	
3b							2XL	4 weeks or sooner	\$ 27.75		\$ 30.53		\$ 33.58	
3c							3XL	4 weeks or sooner	\$ 29.15		\$ 32.07		\$ 35.27	
4a	Port Authority	Men's Polo	K100	DOW Charcoal, Blue Graphite	DTMB Embroidery #3 (PATCH)	Left Chest above pocket area	S-XL	4 weeks or sooner	\$ 20.95	\$ 15.95	\$ 23.05	\$ 17.55	\$ 25.35	\$ 19.30
4b							2XL	4 weeks or sooner	\$ 22.40	\$ 17.40	\$ 24.64	\$ 19.14	\$ 27.10	\$ 21.05
4c							3XL	4 weeks or sooner	\$ 25.25	\$ 20.25	\$ 27.78	\$ 22.28	\$ 30.55	\$ 24.50
4d							4XL	4 weeks or sooner	\$ 26.65	\$ 21.65	\$ 29.32	\$ 23.82	\$ 32.25	\$ 26.20
5a	Port Authority	Men's Polo, Pocket	K100P	DOW Charcoal, Blue Graphite	DTMB Embroidery #3 (PATCH)	Left Chest above pocket	S-XL	4 weeks or sooner	\$ 22.40	\$ 17.40	\$ 24.64	\$ 19.14	\$ 27.10	\$ 21.05
5b							2XL	4 weeks or sooner	\$ 23.80	\$ 18.80	\$ 26.18	\$ 20.68	\$ 28.80	\$ 22.75
5c							3XL	4 weeks or sooner	\$ 26.65	\$ 21.65	\$ 29.32	\$ 23.82	\$ 32.25	\$ 26.20
5d							4XL	4 weeks or sooner	\$ 28.05	\$ 23.05	\$ 30.86	\$ 25.36	\$ 33.94	\$ 27.89
6a	Port Authority	Women's Polo	40-L100	True Blue	DTMB Embroidery #3 (PATCH)	Left Chest above pocket area	S-XL	4 weeks or sooner	\$ 20.95	\$ 15.95	\$ 23.05	\$ 17.55	\$ 25.35	\$ 19.30
6b							2XL	4 weeks or sooner	\$ 22.40	\$ 17.40	\$ 24.64	\$ 19.14	\$ 27.10	\$ 21.05
6c							3XL	4 weeks or sooner	\$ 25.25	\$ 20.25	\$ 27.78	\$ 22.28	\$ 30.55	\$ 24.50
6d							4XL	4 weeks or sooner	\$ 26.65	\$ 21.65	\$ 29.32	\$ 23.82	\$ 32.25	\$ 26.20
T- Shirts														
1a	Gildan	Unisex, T-Shirt with Pocket, 100% Cotton	2300	Black	DTMB Embroidery #1-white	Left Chest above pocket	S-XL	4 weeks or sooner	\$ 13.05		\$ 14.36		\$ 15.79	
1b							2XL	4 weeks or sooner	\$ 15.75		\$ 17.33		\$ 19.06	
1c				White, Sand	DTMB Embroidery #2-black		3XL	4 weeks or sooner	\$ 17.65		\$ 19.42		\$ 21.36	
Sweat Shirts / Hoodies														
2a	Gildan	Men's, Hoodie, Full Zip, 50/50 Poly/Cotton, 8 oz	18600	Dark Grey	DTMB Embroidery #1-white	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 25.10		\$ 27.61		\$ 30.37	
2b							2XL	4 weeks or sooner	\$ 28.20		\$ 31.02		\$ 34.12	
2c							3XL	4 weeks or sooner	\$ 30.50		\$ 33.55		\$ 36.91	
2d							4XL	4 weeks or sooner	\$ 30.50		\$ 33.55		\$ 36.91	
2e							5XL	4 weeks or sooner	\$ 30.50		\$ 33.55		\$ 36.91	
3a	Port & Company	Women's, Hoodie, Full Zip, Fleece, Heavy Blend™ 8 oz., 50/50 Full-Zip Hood	LPC78ZH	Light Grey	DTMB Embroidery #2-black	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 23.10		\$ 25.41		\$ 27.95	
3b							2XL	4 weeks or sooner	\$ 26.60		\$ 29.26		\$ 32.19	
3c							3XL	4 weeks or sooner	\$ 28.40		\$ 31.24		\$ 34.36	
4a	Jerzees	Men's, Hoodie, Full Zip, Cuffed at Waist and Sleeve	993M	Black	DTMB Embroidery #1-white	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 23.55		\$ 25.91		\$ 28.50	
4b							2XL	4 weeks or sooner	\$ 28.55		\$ 31.41		\$ 34.55	
4c							3XL	4 weeks or sooner	\$ 35.50		\$ 39.05		\$ 42.96	
5a	Jerzees	Men's, Hoodie, Pull-Over, Cuffed at Waist and Sleeve	996M	Charcoal Grey	DTMB Embroidery #3 (PATCH)	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 25.65	\$ 20.65	\$ 28.22	\$ 22.72	\$ 31.04	\$ 24.99
5b							2XL	4 weeks or sooner	\$ 30.30	\$ 25.30	\$ 33.33	\$ 27.83	\$ 36.66	\$ 30.61
5c							3XL	4 weeks or sooner	\$ 32.60	\$ 27.60	\$ 35.86	\$ 30.36	\$ 39.45	\$ 33.40
5d							4XL	4 weeks or sooner	\$ 32.60	\$ 27.60	\$ 35.86	\$ 30.36	\$ 39.45	\$ 33.40
Coats, Jackets, Outerwear														
1a	Big Bill	Unisex, Hi-Vis Bibs, 100% cotton 10 oz Duck, Insulation 8 oz 100% nylon, Interlining 95% polyester/5% polyethylene, 4.5 lbs.	903ART	Black	No Embelishment		S-XL	4 weeks or sooner	\$ 57.20		\$ 62.92		\$ 69.21	
1b							2XL - 3XL	4 weeks or sooner	\$ 57.20		\$ 62.92		\$ 69.21	
1c							4XL -5XL	4 weeks or sooner	\$ 57.20		\$ 62.92		\$ 69.21	
1d							LGT							
1e							XLT							
1f							2XLT							

2a	Carhartt	Coat, Traditional, Duck (Regular)	CTC003	Black	DTMB Embroidery #1- white	Left Chest- Upper	S-XL	4 weeks or sooner	\$ 116.35		\$ 127.99		\$ 140.78	
2b							2XL	4 weeks or sooner	\$ 116.35		\$ 127.99		\$ 140.78	
2c							3XL	4 weeks or sooner	\$ 125.55		\$ 138.11		\$ 151.92	
2d							4XL		\$ 125.55		\$ 138.11		\$ 151.92	
3a	Carhartt	Coat, Traditional, Duck (Tall)	TTC003	Black	DTMB Embroidery #1- white	Left Chest- Upper	S-XL	4 weeks or sooner	\$ 125.55		\$ 138.11		\$ 151.92	
3b							2XL	4 weeks or sooner	\$ 125.55		\$ 138.11		\$ 151.92	
3c							3XL	4 weeks or sooner	\$ 125.55		\$ 138.11		\$ 151.92	
3d							4XL							
4a	Carhartt	Coat, Thermal Lined, Duck, Hooded, Active (Regular)	CTJ131	Black	DTMB Embroidery #1- white	Left Chest- Upper	S-XL	4 weeks or sooner	\$ 76.65		\$ 84.32		\$ 92.75	
4b							2XL	4 weeks or sooner	\$ 76.65		\$ 84.32		\$ 92.75	
4c							3XL	4 weeks or sooner	\$ 83.75		\$ 92.13		\$ 101.34	
4d							4XL	4 weeks or sooner	\$ 83.75		\$ 92.13		\$ 101.34	
4e							5XL	4 weeks or sooner	\$ 83.75		\$ 92.13		\$ 101.34	
4f							6XL							
5	Carhartt	Coat, Thermal Lined, Duck, Hooded, Active (Tall)	CTTJ131	Black	DTMB Embroidery #1- white	Left Chest- Upper	S-XL	4 weeks or sooner	\$ 83.75		\$ 92.13		\$ 101.34	
5b							2XL	4 weeks or sooner	\$ 83.75		\$ 92.13		\$ 101.34	
5c							3XL	4 weeks or sooner	\$ 83.75		\$ 92.13		\$ 101.34	
5d							4XL	4 weeks or sooner	\$ 83.75		\$ 92.13		\$ 101.34	
5e							5XL							
5f							6XL							
6a	Carhartt	Vest, Duck	CTV01	Black	DTMB Embroidery #1- white	Left Chest- Upper	S-XL	4 weeks or sooner	\$ 58.20		\$ 64.02		\$ 70.42	
6b							2XL	4 weeks or sooner	\$ 58.20		\$ 64.02		\$ 70.42	
6c							3XL		\$ 5.80		\$ 6.38		\$ 7.02	
6d							4XL	4 weeks or sooner	\$ 65.30		\$ 71.83		\$ 79.01	
6e							5XL	4 weeks or sooner	\$ 65.30		\$ 71.83		\$ 79.01	
7a	Core 365	Women's Jacket, Fleece Lined, Two-Layer Fleece Bonded Soft Shell Jacket	78184	Black	DTMB Embroidery #1- white	Left Chest- Upper	S-XL	4 weeks or sooner	\$ 45.45		\$ 50.00		\$ 54.99	
7b							2XL	4 weeks or sooner	\$ 48.30		\$ 53.13		\$ 58.44	
7c							3XL	4 weeks or sooner	\$ 49.70		\$ 54.67		\$ 60.14	
8a	Core 365	Men's Jacket, Fleece Lined, Two-Layer Fleece Bonded Soft Shell Jacket	88184	Black	DTMB DTMB Embroidery #1- white	Left Chest- Upper	S-XL	4 weeks or sooner	\$ 45.45		\$ 50.00		\$ 54.99	
8b							2XL	4 weeks or sooner	\$ 48.30		\$ 53.13		\$ 58.44	
8c							3XL	4 weeks or sooner	\$ 49.70		\$ 54.67		\$ 60.14	
8d							4XL	4 weeks or sooner	\$ 51.15		\$ 56.27		\$ 61.89	
8e							5XL	4 weeks or sooner	\$ 52.55		\$ 57.81		\$ 63.59	
9a	Core 365	Men's Jacket, Fleece Lined, Two-Layer Fleece Bonded Soft Shell Jacket (Tall)	88184T	Black	DTMB DTMB Embroidery #1- white	Left Chest- Upper	S-XL	4 weeks or sooner	\$ 49.70		\$ 54.67		\$ 60.14	
9b							2XL	4 weeks or sooner	\$ 52.55		\$ 57.81		\$ 63.59	
9c							3XL	4 weeks or sooner	\$ 53.95		\$ 59.35		\$ 65.28	
9d							4XL	4 weeks or sooner	\$ 55.40		\$ 60.94		\$ 67.03	
9e							5XL	4 weeks or sooner	\$ 56.80		\$ 62.48		\$ 68.73	
10a	Stormtech	Unisex, Hi-Vis Parka, 3.9 lb.	TPX-3R	Black	DTMB Patch #1	Upper Left Arm	S-XL	4 weeks or sooner	\$ 197.15	\$ 192.15	\$ 216.87	\$ 211.37	\$ 238.55	\$ 232.50
10b							2XL	4 weeks or sooner	\$ 197.15	\$ 192.15	\$ 216.87	\$ 211.37	\$ 238.55	\$ 232.50
10c							3XL	4 weeks or sooner	\$ 197.15	\$ 192.15	\$ 216.87	\$ 211.37	\$ 238.55	\$ 232.50
10d							4XL	4 weeks or sooner	\$ 197.15	\$ 192.15	\$ 216.87	\$ 211.37	\$ 238.55	\$ 232.50
Pants														
1a	Dickies	Pant, Men's, Painter, 100% Cotton	1953	White	No Embelishment		28+ waist	4 weeks or sooner	\$ 22.05		\$ 24.26		\$ 26.68	
1b							42+ waist	4 weeks or sooner	\$ 22.05		\$ 24.26		\$ 26.68	
1c							44+ waist	4 weeks or sooner	\$ 22.05		\$ 24.26		\$ 26.68	
2a	RedKap	Pant, Double Knee, Utility Pants, Unisex, 100% Cotton.	PC80WH	White	No Embelishment		30-40 waist	4 weeks or sooner	\$ 25.65		\$ 28.22		\$ 31.04	
2b							42-46 waist	4 weeks or sooner	\$ 30.50		\$ 33.55		\$ 36.91	
3a	Dickies	Pant, Men's, Cargo	LP60DC	DOW Charcoal	No Embelishment		28+ waist	4 weeks or sooner	\$ 24.40		\$ 26.84		\$ 29.52	
3b							42+ waist	4 weeks or sooner	\$ 24.40		\$ 26.84		\$ 29.52	
3c							44+ waist	4 weeks or sooner	\$ 26.75		\$ 29.43		\$ 32.37	
4a	Dickies	Pant, Men's, Flat Front	LP70DC	DOW Charcoal	No Embelishment		28+ waist	4 weeks or sooner	\$ 26.25		\$ 28.88		\$ 31.76	
4b							42+ waist	4 weeks or sooner	\$ 28.70		\$ 31.57		\$ 34.73	
5a	Dickies	Shorts, Men's, Cargo	LR42DC	DOW Charcoal	No Embelishment		28+ waist	4 weeks or sooner	\$ 25.30		\$ 27.83		\$ 30.61	
5b							42+ waist	4 weeks or sooner	\$ 25.30		\$ 27.83		\$ 30.61	
5c							44+ waist	4 weeks or sooner	\$ 27.75		\$ 30.53		\$ 33.58	
6a	Dickies	Shorts, Men's, Flat Front	LR62DC	DOW Charcoal	No Embelishment		28+ waist	4 weeks or sooner	\$ 21.90		\$ 24.09		\$ 26.50	
6b							42+ waist	4 weeks or sooner	\$ 23.95		\$ 26.35		\$ 28.98	
7a	Wrangler	Pant, RIGGS Carpenter, 100% Cotton Ripstop, 10 oz.	3W020	Loden, Bark	No Embelishment		30-40 waist	4 weeks or sooner	\$ 33.80		\$ 37.18		\$ 40.90	
7b							42-60 waist	4 weeks or sooner	\$ 36.65		\$ 40.32		\$ 44.35	
8a	Wrangler	Pant, RIGGS Ranger, 100% Cotton Ripstop, 10 oz.	3W060	Loden, Bark	No Embelishment		30-42 waist	4 weeks or sooner	\$ 38.10		\$ 41.91		\$ 46.10	
8b							44-60 waist	4 weeks or sooner	\$ 40.90		\$ 44.99		\$ 49.49	
Hats														

1	Port Authority	Baseball Cap, Structured, mid profile with adjustable slide closure, 65/35 poly/cotton, .17lbs	C608	Black	DTMB Embroidery #1-white	Center Front	N/A	4 weeks or sooner	\$ 9.00		\$ 9.90		\$ 10.89	
2	Port & Company	Stocking Hat- Fleece Lined, Cuffed	CP90L	Black	DTMB Embroidery #1-white	Center Front Cuff	N/A	4 weeks or sooner	\$ 9.60		\$ 10.56		\$ 11.62	
DNR UNIFORM ITEMS														
Button Shirts														
1a	Blue Generation	Oxford Shirt, Women's Long Sleeve	BG-6217	Hunter, Tan	DNR-RND-3-DE	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 24.20		\$ 26.62		\$ 29.28	
1b							2XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98	
1c							3 XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
1d							4XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12	
2	Blue Generation	Oxford Shirt, Women's Short Sleeve	BG-6217S	Hunter, Tan	DNR-RND-3-DE	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 24.20		\$ 26.62		\$ 29.28	
2b							2XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98	
2c							3XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
2d							4XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12	
3a	Blue Generation	Oxford Shirt, Men's Long Sleeve	BG-7217	Hunter, Tan	DNR-RND-3-DE	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 24.20		\$ 26.62		\$ 29.28	
3b							2XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98	
3c							3XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
3d							4XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12	
3e							5XL	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87	
3f							6XL	4 weeks or sooner	\$ 32.70		\$ 35.97		\$ 39.57	
4a	Blue Generation	Oxford Shirt, Men's Tall Long Sleeve	BG-7217T	Hunter, Tan	DNR-RND-3-DE	Left Chest-Upper	LGT	4 weeks or sooner	\$ 29.15		\$ 32.07		\$ 35.27	
4b							XLT	4 weeks or sooner	\$ 29.15		\$ 32.07		\$ 35.27	
4c							2XLT	4 weeks or sooner	\$ 30.55		\$ 33.61		\$ 36.97	
4d							3XLT	4 weeks or sooner	\$ 33.40		\$ 36.74		\$ 40.41	
4e							5XL							
4f							6XL							
5a	Blue Generation	Oxford Shirt, Men's Short Sleeve	BG-7217S	Hunter, Tan	DNR-RND-3-DE	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 24.20		\$ 26.62		\$ 29.28	
5b							2XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98	
5c							3XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
5d							4XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12	
5e							5XL	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87	
5f							6XL	4 weeks or sooner	\$ 32.70		\$ 35.97		\$ 39.57	
6a	Blue Generation	Oxford Shirt, Men's Tall Short Sleeve	BG-7216ST	Hunter, Tan	DNR-RND-3-DE	Left Chest-Upper	XSR-XLT	4 weeks or sooner	\$ 27.00		\$ 29.70		\$ 32.67	
6b							2XLT	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
6c							3XLT	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87	
6d							4XLT							
6e							5XLT							
6f							6XLT							
7a	Blue Generation	Unisex, Long Sleeve, Twill Shirt, 100% Cotton	BG8213	Hunter, Tan	DNR-RND-3-DE	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 21.35		\$ 23.49		\$ 25.83	
7b							2XL	4 weeks or sooner	\$ 22.75		\$ 25.03		\$ 27.53	
7c							3XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98	
7d							4XL	4 weeks or sooner	\$ 27.00		\$ 29.70		\$ 32.67	
7e							5XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
7f							6XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12	
7g							7XL	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87	
8a	Blue Generation	Unisex, Long Sleeve, Twill Shirt, 100% Cotton	BG8213S	Hunter, Tan	DNR-RND-3-DE	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 21.35		\$ 23.49		\$ 25.83	
8b							2XL	4 weeks or sooner	\$ 22.75		\$ 25.03		\$ 27.53	
8c							3XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98	
8d							4XL	4 weeks or sooner	\$ 27.00		\$ 29.70		\$ 32.67	
8e							5XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
8f							6XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12	
8g							7XL	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87	
9a	Devon/Jones	Men's, Long Sleeve, Button Dress Shirt	DG530	Tan	DNR-RND-3-DE	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 34.15		\$ 37.57		\$ 41.32	
9b							2XL	4 weeks or sooner	\$ 36.95		\$ 40.65		\$ 44.71	
9c							3XL	4 weeks or sooner	\$ 38.40		\$ 42.24		\$ 46.46	
9d							4XL	4 weeks or sooner	\$ 39.80		\$ 43.78		\$ 48.16	
9e							5XL	4 weeks or sooner	\$ 41.20		\$ 45.32		\$ 49.85	
9f							6XL	4 weeks or sooner	\$ 42.65		\$ 46.92		\$ 51.61	
10a	Devon/Jones	Men's, Long Sleeve, Button Dress Shirt (Tall)	DG530T	Tan	DNR-RND-3-DE	Left Chest-Upper	XLT	4 weeks or sooner	\$ 38.40		\$ 42.24		\$ 46.46	
10b							2XLT	4 weeks or sooner	\$ 41.20		\$ 45.32		\$ 49.85	
10c							3XLT	4 weeks or sooner	\$ 42.65		\$ 46.92		\$ 51.61	
Polo Style Shirts														

1a	Blue Generation	Women's Polo, Long Sleeve	BG-6207	Hunter	DNR-RND-2-DE	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 23.50		\$ 25.85		\$ 28.44	
1b							2XL	4 weeks or sooner	\$ 24.90		\$ 27.39		\$ 30.13	
1c							3XL	4 weeks or sooner	\$ 27.75		\$ 30.53		\$ 33.58	
1d							4XL	4 weeks or sooner	\$ 29.15		\$ 32.07		\$ 35.27	
2a	Blue Generation	Women's Polo, Short Sleeve	BG-6500	Hunter, Tan	DNR-RND-2-DE	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 16.40		\$ 18.04		\$ 19.84	
2b							2XL	4 weeks or sooner	\$ 17.80		\$ 19.58		\$ 21.54	
2b							3XL	4 weeks or sooner	\$ 20.65		\$ 22.72		\$ 24.99	
2d							4XL	4 weeks or sooner	\$ 22.05		\$ 24.26		\$ 26.68	
3a	Blue Generation	Men's Polo, Short Sleeve	BG-7204	Hunter, Tan	DNR-RND-3-DE	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 19.50		\$ 21.45		\$ 23.60	
3b							2XL	4 weeks or sooner	\$ 20.95		\$ 23.05		\$ 25.35	
3c							3XL	4 weeks or sooner	\$ 23.75		\$ 26.13		\$ 28.74	
3d							4XL	4 weeks or sooner	\$ 24.75		\$ 27.23		\$ 29.95	
3e							5XL	4 weeks or sooner	\$ 26.60		\$ 29.26		\$ 32.19	
3f							6XL	4 weeks or sooner	\$ 28.00		\$ 30.80		\$ 33.88	
3g							7XL	4 weeks or sooner	\$ 29.45		\$ 32.40		\$ 35.63	
4a	Blue Generation	Men's Polo, Short Sleeve (Tall)	BG-7204T	Hunter, Tan	DNR-RND-3-DE	Left Chest-Upper	LG-XL	4 weeks or sooner	\$ 24.45		\$ 26.90		\$ 29.58	
4b							2XLT	4 weeks or sooner	\$ 25.90		\$ 28.49		\$ 31.34	
4c							3XL	4 weeks or sooner	\$ 28.70		\$ 31.57		\$ 34.73	
5a	Blue Generation	Men's Polo, Long Sleeve	BG7207	Hunter, Tan	DNR-RND-3-DE	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 23.50		\$ 25.85		\$ 28.44	
5b							2XL	4 weeks or sooner	\$ 24.90		\$ 27.39		\$ 30.13	
5c							3XL	4 weeks or sooner	\$ 27.75		\$ 30.53		\$ 33.58	
5d							4XL	4 weeks or sooner	\$ 29.15		\$ 32.07		\$ 35.27	
5e							5XL	4 weeks or sooner	\$ 30.55		\$ 33.61		\$ 36.97	
5f							6XL	4 weeks or sooner	\$ 32.00		\$ 35.20		\$ 38.72	
T- Shirts														
1a	Cornerstone	Unisex, T-Shirt , Hi-Visibility, Short Sleeve	CS401	ANSI Yellow	DNR-DNR-SP	Back	S-XL	4 weeks or sooner	\$ 19.60		\$ 21.56		\$ 23.72	
1b							2XL	4 weeks or sooner	\$ 21.00		\$ 23.10		\$ 25.41	
1c							3XL	4 weeks or sooner	\$ 23.85		\$ 26.24		\$ 28.86	
1d							4XL	4 weeks or sooner	\$ 25.25		\$ 27.78		\$ 30.55	
2	Cornerstone	Unisex, T-Shirt , Hi-Visibility, Long Sleeve	CS401LS	ANSI Yellow	DNR-DNR-SP	Back	S-XL	4 weeks or sooner	\$ 23.85		\$ 26.24		\$ 28.86	
2b							2XL	4 weeks or sooner	\$ 25.25		\$ 27.78		\$ 30.55	
2c							3XL	4 weeks or sooner	\$ 28.10		\$ 30.91		\$ 34.00	
2d							4XL	4 weeks or sooner	\$ 29.50		\$ 32.45		\$ 35.70	
3a	Gildan	Unisex, T-Shirt , Dry Blend, Clasic Fit	8000	Hunter	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 8.95		\$ 9.85		\$ 10.83	
3b							2XL	4 weeks or sooner	\$ 12.25		\$ 13.48		\$ 14.82	
3c							3XL	4 weeks or sooner	\$ 14.90		\$ 16.39		\$ 18.03	
3d							4XL	4 weeks or sooner	\$ 14.90		\$ 16.39		\$ 18.03	
3e							5XL	4 weeks or sooner	\$ 14.90		\$ 16.39		\$ 18.03	
3f							6XL		\$ -					
4a	Jerzees	Unisex, T-Shirt	29M	Tan	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 9.20		\$ 10.12		\$ 11.13	
4b							2XL	4 weeks or sooner	\$ 12.50		\$ 13.75		\$ 15.13	
4c							3XL	4 weeks or sooner	\$ 14.80		\$ 16.28		\$ 17.91	
4d							4XL	4 weeks or sooner	\$ 14.80		\$ 16.28		\$ 17.91	
4e							5XL	4 weeks or sooner	\$ 14.75		\$ 16.23		\$ 17.85	
5a	Jerzees	Unisex, T-Shirt (HOST)	29M	Tan	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 9.20		\$ 10.12		\$ 11.13	
5b							2XL	4 weeks or sooner	\$ 12.50		\$ 13.75		\$ 15.13	
5c							3XL	4 weeks or sooner	\$ 14.80		\$ 16.28		\$ 17.91	
5d					DNR-PRD-HOST-SP	Center Back	4XL	4 weeks or sooner	\$ 14.80		\$ 16.28		\$ 17.91	
5e							5XL	4 weeks or sooner	\$ 14.75		\$ 16.23		\$ 17.85	
6a	Jerzees	Unisex, T-Shirt (MRS)	29M	ANSI Hi-Vis Green	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 9.10		\$ 10.01		\$ 11.01	
6b							2XL	4 weeks or sooner	\$ 12.35		\$ 13.59		\$ 14.94	
6c							3XL	4 weeks or sooner	\$ 14.90		\$ 16.39		\$ 18.03	
6d					DNR-MRS-SP	Center Back	4XL	4 weeks or sooner	\$ 14.90		\$ 16.39		\$ 18.03	
6e							5XL	4 weeks or sooner	\$ 14.90		\$ 16.39		\$ 18.03	
7a	Jerzees	Unisex, T-Shirt, Long Sleeve	29LS	Forrest	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 12.05		\$ 13.26		\$ 14.58	
7b							2XL	4 weeks or sooner	\$ 13.75		\$ 15.13		\$ 16.64	
7c							3XL	4 weeks or sooner	\$ 15.80		\$ 17.38		\$ 19.12	
Sweat Shirts / Hoodies														
1a	Gildan	Unisex, Sweatshirt, Heavy Blend, Crew Neck (HOST)	18000	Hunter	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 14.90		\$ 16.39		\$ 18.03	
1b							2XL	4 weeks or sooner	\$ 16.95		\$ 18.65		\$ 20.51	
1c							3XL	4 weeks or sooner	\$ 18.40		\$ 20.24		\$ 22.26	
1d							4XL	4 weeks or sooner	\$ 18.40		\$ 20.24		\$ 22.26	
1e							5XL	4 weeks or sooner	\$ 18.40		\$ 20.24		\$ 22.26	
2a							S-XL	4 weeks or sooner	\$ 15.00		\$ 16.50		\$ 18.15	

2b	Jerzees	Men's, Sweatshirt, Crew Neck	562M	Black, Green	DNR-RND-3-SP	Left Chest-Upper	2XL	4 weeks or sooner	\$ 16.95		\$ 18.65		\$ 20.51	
2c							3XL	4 weeks or sooner	\$ 18.55		\$ 20.41		\$ 22.45	
2d							4XL	4 weeks or sooner	\$ 18.55		\$ 20.41		\$ 22.45	
2e							5XL		\$ -					
3a	Jerzees	Hoodie, Full Zip, Cuffed at Waist and Sleeve	993M	Black, Green	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 23.55		\$ 25.91		\$ 28.50	
3b							2XL	4 weeks or sooner	\$ 28.30		\$ 31.13		\$ 34.24	
3c							3XL	4 weeks or sooner	\$ 30.70		\$ 33.77		\$ 37.15	
4a	Jerzees	Hoodie, Pull-Over, Cuffed at Waist and Sleeve	996M	Black, Green	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 19.65		\$ 21.62		\$ 23.78	
4b							2XL	4 weeks or sooner	\$ 24.30		\$ 26.73		\$ 29.40	
4c							3XL	4 weeks or sooner	\$ 26.60		\$ 29.26		\$ 32.19	
4d							4XL	4 weeks or sooner	\$ 26.60		\$ 29.26		\$ 32.19	
5a	Jerzees	Hoodie, Pull-Over, Cuffed at Waist and Sleeve (HOST)	996M-HOST	Tan	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 19.65		\$ 21.62		\$ 23.78	
5b							2XL	4 weeks or sooner	\$ 24.30		\$ 26.73		\$ 29.40	
5c							3XL	4 weeks or sooner	\$ 26.60		\$ 29.26		\$ 32.19	
5d							4XL	4 weeks or sooner	\$ 26.60		\$ 29.26		\$ 32.19	
6a	Port & Company	Mock Turtle Neck	PC61M	Black, White	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 15.05		\$ 16.56		\$ 18.21	
6b							2XL	4 weeks or sooner	\$ 17.15		\$ 18.87		\$ 20.75	
6c							3XL	4 weeks or sooner	\$ 20.85		\$ 22.94		\$ 25.23	
6d							4XL	4 weeks or sooner	\$ 20.85		\$ 22.94		\$ 25.23	
6e							5XL							
6f							6XL							
Sweaters														
1a	Edwards	Sweater Set, Women's, Two Piece Set- Cadigan shell with tonal buttons and lightweight crew neck sweater	7138	Black	DNR-RND-3-DE	Left Chest-Upper (Cardigan Only)	XS-XL	4 weeks or sooner	\$ 44.75		\$ 49.23		\$ 54.15	
1b							2XL	4 weeks or sooner	\$ 52.55		\$ 57.81		\$ 63.59	
1c							3XL	4 weeks or sooner	\$ 56.45		\$ 62.10		\$ 68.30	
2a	Edwards	Sweater, Cardigan , Ladies Jewel Neck, Button Down	7140	Black	DNR-RND-3-DE	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 32.00		\$ 35.20		\$ 38.72	
2b							2XL	4 weeks or sooner	\$ 37.25		\$ 40.98		\$ 45.07	
2c							3XL	4 weeks or sooner	\$ 39.85		\$ 43.84		\$ 48.22	
3a	Edwards	Sweater, Cardigan, Men's V-Neck	4351	Black	DNR-RND-3-DE	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 34.05		\$ 37.46		\$ 41.20	
3b							2XL	4 weeks or sooner	\$ 39.70		\$ 43.67		\$ 48.04	
3c							3XL	4 weeks or sooner	\$ 42.55		\$ 46.81		\$ 51.49	
4a	Edwards	Sweater, Men's V-Neck	4565	Black	DNR-RND-3-DE	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 29.15		\$ 32.07		\$ 35.27	
4b							2XL	4 weeks or sooner	\$ 33.85		\$ 37.24		\$ 40.96	
4c							3XL	4 weeks or sooner	\$ 36.20		\$ 39.82		\$ 43.80	
4d							4XL	4 weeks or sooner	\$ 36.20		\$ 39.82		\$ 43.80	
4e							5XL	4 weeks or sooner	\$ 40.85		\$ 44.94		\$ 49.43	
5a	Edwards	Sweater, Women's V-Neck	7090	Black	DNR-RND-3-DE	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 31.20		\$ 34.32		\$ 37.75	
5b							2XL	4 weeks or sooner	\$ 36.30		\$ 39.93		\$ 43.92	
5c							3XL	4 weeks or sooner	\$ 38.85		\$ 42.74		\$ 47.01	
Coats, Jackets, Outerwear														
1a	Carhartt	Coat, Traditional, Duck (Regular)	CTC003	Black	DNR-SP-EMB	Both Sleeves-Upper	S-XL	4 weeks or sooner	\$ 123.80	\$ 116.80	\$ 136.18	\$ 128.48	\$ 149.80	\$ 141.33
1b							2XL	4 weeks or sooner	\$ 123.80	\$ 116.80	\$ 136.18	\$ 128.48	\$ 149.80	\$ 141.33
1c							3XL	4 weeks or sooner	\$ 132.65	\$ 125.65	\$ 145.92	\$ 138.22	\$ 160.51	\$ 152.04
1d							4XL	4 weeks or sooner	\$ 132.65	\$ 125.65	\$ 145.92	\$ 138.22	\$ 160.51	\$ 152.04
2	Carhartt	Coat, Traditional, Duck (Tall)	CTTC003	Black	DNR-SP-EMB	Both Sleeves-Upper	ST-XLT	4 weeks or sooner	\$ 132.65	\$ 125.65	\$ 145.92	\$ 138.22	\$ 160.51	\$ 152.04
2b							2XLT	4 weeks or sooner	\$ 132.65	\$ 125.65	\$ 145.92	\$ 138.22	\$ 160.51	\$ 152.04
2c							3XL	4 weeks or sooner	\$ 132.65	\$ 125.65	\$ 145.92	\$ 138.22	\$ 160.51	\$ 152.04
2d							4XL				\$ -		\$ -	
3a	Carhartt	Coat, Thermal Lined, Duck, Hooded, Active (Regular)	CTJ131	Black	DNR-SP-EMB	Both Sleeves-Upper	S-XL	4 weeks or sooner	\$ 85.60	\$ 78.60	\$ 94.16	\$ 86.46	\$ 103.58	\$ 95.11
3b							2XL	4 weeks or sooner	\$ 85.60	\$ 78.60	\$ 94.16	\$ 86.46	\$ 103.58	\$ 95.11
3c							3XL	4 weeks or sooner	\$ 92.40	\$ 85.40	\$ 101.64	\$ 93.94	\$ 111.80	\$ 103.33
3d							4XL	4 weeks or sooner	\$ 92.40	\$ 85.40	\$ 101.64	\$ 93.94	\$ 111.80	\$ 103.33
3e							5XL	4 weeks or sooner	\$ 92.40	\$ 85.40	\$ 101.64	\$ 93.94	\$ 111.80	\$ 103.33
3f							6XL	4 weeks or sooner	\$ 92.40	\$ 85.40	\$ 101.64	\$ 93.94	\$ 111.80	\$ 103.33
4a	Carhartt	Coat, Thermal Lined, Duck, Hooded, Active (Tall)	CTTJ131	Black	DNR-SP-EMB	Both Sleeves-Upper	ST-XLT	4 weeks or sooner	\$ 92.40	\$ 85.40	\$ 101.64	\$ 93.94	\$ 111.80	\$ 103.33
4b							2XLT	4 weeks or sooner	\$ 92.40	\$ 85.40	\$ 101.64	\$ 93.94	\$ 111.80	\$ 103.33
4c							3XLT	4 weeks or sooner	\$ 92.40	\$ 85.40	\$ 101.64	\$ 93.94	\$ 111.80	\$ 103.33
4d							4XLT	4 weeks or sooner	\$ 92.40	\$ 85.40	\$ 101.64	\$ 93.94	\$ 111.80	\$ 103.33
4e							5XLT							
4f							6XLT							
5a							SM-XL	4 weeks or sooner	\$ 123.80	\$ 116.80	\$ 136.18	\$ 128.48	\$ 149.80	\$ 141.33

5b	Carhartt	Jacket, Duck, Traditional, Quilt Lined, Zipper Front	C003	Black	DNR-SP-EMB	Both Sleeves-Upper	2XL	4 weeks or sooner	\$ 123.80	\$ 116.80	\$ 136.18	\$ 128.48	\$ 149.80	\$ 141.33
5c							3XL	4 weeks or sooner	\$ 132.65	\$ 125.65	\$ 145.92	\$ 138.22	\$ 160.51	\$ 152.04
5d							4XL	4 weeks or sooner	\$ 132.65	\$ 125.65	\$ 145.92	\$ 138.22	\$ 160.51	\$ 152.04
5e							LGT - XLT	4 weeks or sooner	\$ 132.65	\$ 125.65	\$ 145.92	\$ 138.22	\$ 160.51	\$ 152.04
5f							2XLT	4 weeks or sooner	\$ 132.65	\$ 125.65	\$ 145.92	\$ 138.22	\$ 160.51	\$ 152.04
6a	Carhartt	Bankston Jackatt, Quilt Flannel Lined, Zipper Front	104020	Black	DNR-SP-EMB	Both Sleeves-Upper	SM-XL	4 weeks or sooner	\$ 99.90	\$ 92.90	\$ 109.89	\$ 102.19	\$ 120.88	\$ 112.41
6b							2XL	4 weeks or sooner	\$ 99.90	\$ 92.90	\$ 109.89	\$ 102.19	\$ 120.88	\$ 112.41
6c							3XL	4 weeks or sooner	\$ 106.75	\$ 99.75	\$ 117.43	\$ 109.73	\$ 129.17	\$ 120.70
6d							4XL	4 weeks or sooner	\$ 106.75	\$ 99.75	\$ 117.43	\$ 109.73	\$ 129.17	\$ 120.70
6e							LGT - XLT	4 weeks or sooner	\$ 106.75	\$ 99.75	\$ 117.43	\$ 109.73	\$ 129.17	\$ 120.70
6f							2XLT	4 weeks or sooner	\$ 106.75	\$ 99.75	\$ 117.43	\$ 109.73	\$ 129.17	\$ 120.70
7a	Carhartt	Bankston Jackatt, Quilt Flannel Lined, Zipper Front	J140	Black	DNR-SP-EMB	Both Sleeves-Upper	SM-XL	4 weeks or sooner	\$ 95.15	\$ 88.15	\$ 104.67	\$ 96.97	\$ 115.13	\$ 106.66
7b							2XL	4 weeks or sooner	\$ 95.15	\$ 88.15	\$ 104.67	\$ 96.97	\$ 115.13	\$ 106.66
7c							3XL	4 weeks or sooner	\$ 101.95	\$ 94.95	\$ 112.15	\$ 104.45	\$ 123.36	\$ 114.89
7d							4XL	4 weeks or sooner	\$ 101.95	\$ 94.95	\$ 112.15	\$ 104.45	\$ 123.36	\$ 114.89
7e							LGT - XLT	4 weeks or sooner	\$ 101.95	\$ 94.95	\$ 112.15	\$ 104.45	\$ 123.36	\$ 114.89
7f							2XLT	4 weeks or sooner	\$ 101.95	\$ 94.95	\$ 112.15	\$ 104.45	\$ 123.36	\$ 114.89
8a	Carhartt	Vest, Duck	CTV01	Black	DNR-RND-3-DE	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 58.20		\$ 64.02		\$ 70.42	
8b							2XL	4 weeks or sooner	\$ 58.20		\$ 64.02		\$ 70.42	
8c							3XL	4 weeks or sooner	\$ 65.30		\$ 71.83		\$ 79.01	
8d							4XL	4 weeks or sooner	\$ 65.30		\$ 71.83		\$ 79.01	
8e							5XL	4 weeks or sooner	\$ 65.30		\$ 71.83		\$ 79.01	
9a	Carhartt	Vest, Mock Neck, Sherpa Lining	104277	Black	DNR-RND-3-DE	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 66.00		\$ 72.60		\$ 79.86	
9b							2XL	4 weeks or sooner	\$ 66.00		\$ 72.60		\$ 79.86	
9c							3XL	4 weeks or sooner	\$ 73.10		\$ 80.41		\$ 88.45	
9d							4XL	4 weeks or sooner	\$ 73.10		\$ 80.41		\$ 88.45	
9e							LGT/XLT/2XLT	4 weeks or sooner	\$ 73.10		\$ 80.41		\$ 88.45	
10a	Cornerstone	Parka, High Visibility	CSJ24	ANSI Yellow	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 63.90		\$ 70.29		\$ 77.32	
10b							2XL	4 weeks or sooner	\$ 65.30		\$ 71.83		\$ 79.01	
10c							3XL	4 weeks or sooner	\$ 68.15		\$ 74.97		\$ 82.46	
10d							4XL	4 weeks or sooner	\$ 69.55		\$ 76.51		\$ 84.16	
11a	Cornerstone	Windbreaker, High Visibility	CSJ25	ANSI Yellow	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 45.45		\$ 50.00		\$ 54.99	
11b							2XL	4 weeks or sooner	\$ 46.85		\$ 51.54		\$ 56.69	
11c							3XL	4 weeks or sooner	\$ 49.70		\$ 54.67		\$ 60.14	
11d							4XL	4 weeks or sooner	\$ 51.10		\$ 56.21		\$ 61.83	
12a	Harrington	Jacket, Packable Nylon	M750	Black	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 21.35		\$ 23.49		\$ 25.83	
12b							2XL	4 weeks or sooner	\$ 22.80		\$ 25.08		\$ 27.59	
12c							3XL	4 weeks or sooner	\$ 24.20		\$ 26.62		\$ 29.28	
12d							4XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98	
13a	Port Authority	Men's, Jacket, Fleece	F217	Black, Green	DNR-RND-3-SP	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 27.00		\$ 29.70		\$ 32.67	
13b							2XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
13c							3XL	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87	
13d							4XL	4 weeks or sooner	\$ 32.70		\$ 35.97		\$ 39.57	
13e							5XL	4 weeks or sooner	\$ 35.55		\$ 39.11		\$ 43.02	
13f							6XL	4 weeks or sooner	\$ 36.95		\$ 40.65		\$ 44.71	
14a	Port Authority	Women's, Jacket, Fleece	L217	Black, Green	DNR-RND-3-SP	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 27.00		\$ 29.70		\$ 32.67	
14b							2XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
14c							3XL	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87	
14d							4XL	4 weeks or sooner	\$ 32.70		\$ 35.97		\$ 39.57	
15a	Port Authority	Men's, Vest, Fleece	F219	Black, Green	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 24.20		\$ 26.62		\$ 29.28	
15b							2XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98	
15c							3XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
15d							4XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12	
15e							5XL	4 weeks or sooner	\$ 32.70		\$ 35.97		\$ 39.57	
15f							6XL	4 weeks or sooner	\$ 34.10		\$ 37.51		\$ 41.26	
16a	Port Authority	Women's, Vest, Fleece	L219	Black, Green	DNR-RND-3-SP	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 24.20		\$ 26.62		\$ 29.28	
16b							2XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98	
16c							3XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
16d							4XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12	
17a	Port Authority	Jacket, Heavy Winter Two-in-One: Fully seam-sealed parka, water & wind resistant, polyfill-lined body & sleeves, removable hood, sits below the hip, double zip, to -35 degrees, storm cuffs. Down liner is removable and removable.	J799-J323	Black	DNR-RND-3-SP	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 156.95		\$ 172.65		\$ 189.91	
17b							2XL	4 weeks or sooner	\$ 159.65		\$ 175.62		\$ 193.18	
17c							3XL	4 weeks or sooner	\$ 165.15		\$ 181.67		\$ 199.83	

17d		Storm Coats. Down liner is reversible and removable.					4XL	4 weeks or sooner	\$ 167.85		\$ 184.64		\$ 203.10	
18a	Port Authority	Vest, High Visibility	SV01	ANSI Yellow	DNR-DNR-SP	Back	SM/MD	4 weeks or sooner	\$ 20.30		\$ 22.33		\$ 24.56	
18b							LG/XL	4 weeks or sooner	\$ 20.30		\$ 22.33		\$ 24.56	
18c							2XL/3XL	4 weeks or sooner	\$ 23.15		\$ 25.47		\$ 28.01	
19a	TriMountain	Jacket, Three in One, Long Sleeve Fleece Liner	7600	Black	DNR-DNR-SP	Back	XS-XL	4 weeks or sooner	\$ 29.50		\$ 32.45		\$ 35.70	
19b							2XL	4 weeks or sooner	\$ 31.65		\$ 34.82		\$ 38.30	
19c							3XL	4 weeks or sooner	\$ 33.75		\$ 37.13		\$ 40.84	
19d							4XL/5XL	4 weeks or sooner	\$ 35.90		\$ 39.49		\$ 43.44	
19e							XLT/5XLT	4 weeks or sooner	\$ 38.00		\$ 41.80		\$ 45.98	
20a	TriMountain	Jacket, Three in One, Vest Fleece Liner	8350	Black	DNR-DNR-SP	Back	XS-XL	4 weeks or sooner	\$ 25.60		\$ 28.16		\$ 30.98	
20b							2XL	4 weeks or sooner	\$ 27.05		\$ 29.76		\$ 32.73	
20c							3XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
20d							4XL/5XL	4 weeks or sooner	\$ 30.60		\$ 33.66		\$ 37.03	
20e							XLT/5XLT	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87	
Pants														
1a	Wrangler	Pant, RIGGS Carpenter, 100% Cotton Ripstop, 10 oz.	3W020	Bark, Loden, Black	No Embelishment		30-40 waist	4 weeks or sooner	\$ 33.80		\$ 37.18		\$ 40.90	
1b							42-60 waist	4 weeks or sooner	\$ 36.65		\$ 40.32		\$ 44.35	
2a	Wrangler	Pant, RIGGS Ranger, 100% Cotton Ripstop, 10 oz.	3W060	Bark, Loden, Black	No Embelishment		30-42 waist	4 weeks or sooner	\$ 38.10		\$ 41.91		\$ 46.10	
2b							44-60 waist	4 weeks or sooner	\$ 40.90		\$ 44.99		\$ 49.49	
Cover/Overalls														
1a	Carhartt	Bib Overalls, Quilted, Lined	104393	Black	No Embelishment		30+ waist	4 weeks or sooner	\$ 82.80		\$ 91.08		\$ 100.19	
1b							42+ waist	4 weeks or sooner	\$ 82.80		\$ 91.08		\$ 100.19	
1c							44+ waist	4 weeks or sooner	\$ 89.60		\$ 98.56		\$ 108.42	
1d							52+ waist	4 weeks or sooner	\$ 89.60		\$ 98.56		\$ 108.42	
2a	Carhartt	Bib Overalls, Un-Lined	102776	Black	No Embelishment		30+ waist	4 weeks or sooner	\$ 62.55		\$ 68.81		\$ 75.69	
2b							42+ waist	4 weeks or sooner	\$ 62.55		\$ 68.81		\$ 75.69	
2c							44+ waist	4 weeks or sooner	\$ 62.55		\$ 68.81		\$ 75.69	
2d							52+ waist	4 weeks or sooner	\$ 69.60		\$ 76.56		\$ 84.22	
3a	Carhartt	Bib Overalls, Quilt Lined, Zip to Knee	R27 R37 (thigh)	Black	No Embelishment		30+ waist	4 weeks or sooner	\$ 91.00		\$ 100.10		\$ 110.11	
3b							42+ waist	4 weeks or sooner	\$ 91.00		\$ 100.10		\$ 110.11	
3c							44+ waist	4 weeks or sooner	\$ 91.00		\$ 100.10		\$ 110.11	
3d							52+ Waist	4 weeks or sooner	\$ 97.80		\$ 107.58		\$ 118.34	
3e							Zip to Thigh	4 weeks or sooner	\$ 73.85		\$ 81.24		\$ 89.36	
4a	RedKap	Coverall, One Piece, Action Back, Front Zipper, Unlined	CT10	Green	DNR-SP-EMB	Both Sleeves- Upper	36+ waist	4 weeks or sooner	\$ 50.20	\$ 43.20	\$ 55.22	\$ 47.52	\$ 60.74	\$ 52.27
4b							42+ waist	4 weeks or sooner	\$ 50.20	\$ 43.20	\$ 55.22	\$ 47.52	\$ 60.74	\$ 52.27
4c							44+ waist	4 weeks or sooner	\$ 50.20	\$ 43.20	\$ 55.22	\$ 47.52	\$ 60.74	\$ 52.27
4d							Talls	4 weeks or sooner	\$ 50.20	\$ 43.20	\$ 55.22	\$ 47.52	\$ 60.74	\$ 52.27
Hats														
1	Cornerstone	Fleece Beanie (Conservation Officer)	CS803	Safety Orange	DNR-LEDMCO2-DE	Front	N/A	4 weeks or sooner	\$ 10.00		\$ 11.00		\$ 12.10	
2	Port & Company	Knit Cuff Hat (Conservation Officer)	C90	Black, Orange	DNR-LEDMCO2-DE	Front Cuff	N/A	4 weeks or sooner	\$ 8.30		\$ 9.13		\$ 10.04	
3	Port & Company	Micro-Fleece Ear Band	C910	Black	DNR-MI-DE	Front	N/A	4 weeks or sooner	\$ 8.45		\$ 9.30		\$ 10.22	
4	Port & Company	Stocking Hat, Knit/Fleece Lined	CP90L	Black, Orange	DNR-MI-DE	Front	N/A	4 weeks or sooner	\$ 9.55		\$ 10.51		\$ 11.56	
5	Carhartt	Knit Ear Band	WA053	Black	DNR-MI-DE	Front	N/A	4 weeks or sooner	\$ 12.85		\$ 14.14		\$ 15.55	
6	Port & Company	Baseball Cap, Six Panel, Low Profile	CP83	Khaki Crown/ Green Bill	DNR-DNR-DE (Division Name)	Front Front or Back	N/A	4 weeks or sooner	\$ 10.00		\$ 11.00		\$ 12.10	
7	Port & Company	Baseball Cap, Six Panel, Low Profile (HOST)	CP83	Khaki Crown/ Green Bill	DNR-MI-DE	Front	N/A	4 weeks or sooner	\$ 10.00		\$ 11.00		\$ 12.10	
9	Otto	Baseball Cap, Six Panel, Low Profile (State Forest Officer)	27-079	Black	DNR-FRDSFO-DE	Front	N/A	4 weeks or sooner	\$ 9.65		\$ 10.62		\$ 11.68	
10	Otto	Baseball Cap, Six Panel, Low Profile (Park Officer)	27-079	Black	DNRPRDO-DE	Front	N/A	4 weeks or sooner	\$ 9.65		\$ 10.62		\$ 11.68	
11	Otto	Baseball Cap, Six Panel, Low Profile	50-129	Orange	DNR-MI-DE	Front	N/A	4 weeks or sooner	\$ 9.65		\$ 10.62		\$ 11.68	
12	Otto	Baseball Cap, Six Panel, Low Profile (Conservation Officer)	50-129	Orange	DNR-LEDMCO2-DE	Front	N/A	4 weeks or sooner	\$ 9.65		\$ 10.62		\$ 11.68	
13	Otto	Baseball Cap, Six Panel, Low Profile (Hunter Education Instructor)	50-129	Orange	DNR-LEDHEI-DE	Front	N/A	4 weeks or sooner	\$ 9.65		\$ 10.62		\$ 11.68	

14	Outdoor Cap	Baseball Cap, Six Panel, Low Profile (Volunteer)	ANSI100	ANSI Yellow	DNR-VOL-DE	Front	N/A	4 weeks or sooner	\$ 14.10		\$ 15.51		\$ 17.06	
15	Port & Company	Baseball Cap, Six Panel, Low Profile (MCO Arched- Conservation Officer)	CP80	Orange	DNR-LEDMCO1-DE	Front	N/A	4 weeks or sooner	\$ 9.00		\$ 9.90		\$ 10.89	
16	Port & Company	Stocking Hat, Knit (Conservation Officer)	CP90	Black, Orange	DNR-LEDMCO1-DE	Front	N/A	4 weeks or sooner	\$ 8.30		\$ 9.13		\$ 10.04	
17	Port & Company	Stocking Hat, Knit, Fleece Lined	CP90L	Yellow	DNR-MODRGO-DE	Front	N/A	4 weeks or sooner	\$ 9.55		\$ 10.51		\$ 11.56	
18	Port & Company	Fleece Beanie (Conservation Officer)	C918	Black	DNR-LEDMCO1-DE	Front	N/A	4 weeks or sooner	\$ 11.00		\$ 12.10		\$ 13.31	
19	Port Authority	Hat, Beanie, 100% Cotton	CP95	Black	DNR-MI-DE	Front	N/A	4 weeks or sooner	\$ 10.00		\$ 11.00		\$ 12.10	
20	Port Authority	Stocking Hat, Fleece (95/5 poly/spandex)	C900	Black, Orange	DNR-MI-DE	Front	N/A	4 weeks or sooner	\$ 8.55		\$ 9.41		\$ 10.35	
21	Port Authority	Head Band, Winter, Fleece	C910	Black	DNR-LEDMCO1-DE	Front	N/A	4 weeks or sooner	\$ 8.45		\$ 9.30		\$ 10.22	
22	Port Authority	Head Band, Winter, Fleece (Conservation Officer)	C910	Black	DNR-MI-DE	Front	N/A	4 weeks or sooner	\$ 8.45		\$ 9.30		\$ 10.22	
23	Cornerstone	Fleece Beanie (Conservation Officer)	CS803	Orange	DNR-MI-DE	Front	N/A	4 weeks or sooner	\$ 10.00		\$ 11.00		\$ 12.10	
24	Stormy Kromer	Cap, Original Wool, 80/20 Wool/Nylon Blend with Cotton Lining	041	Black	DNR-RNE-1-DE	Right Band	N/A	4 weeks or sooner	\$ 37.00		\$ 40.70		\$ 44.77	
25	Ultra Club	Hat, Beanie, Knit	8131	Black, Orange	DNR-MI-DE	Front	N/A	4 weeks or sooner	\$ 10.00		\$ 11.00		\$ 12.10	
26	Carhartt	Fleece Trooper Hat, Double Weight Hat with Berber Liner and Earflaps	105052	Black	DNR-MI-DE	Front	N/A	4 weeks or sooner	\$ 41.00		\$ 45.10		\$ 49.61	
Miscellaneous														
1	Liberty	Duffle Bag, Small 18"W x 10"H x 10"D	8805	Black	DNR-RND-3-DE	Top Center	N/A	4 weeks or sooner	\$ 15.00		\$ 16.50		\$ 18.15	
2	Nissin	Fanny Pack	1015	Black	DNR-RND-1-SP or DNR-RND-1-DE	Front Pocket	N/A	4 weeks or sooner	\$ 11.00		\$ 12.10		\$ 13.31	
3	Ogio	Backpack, Fugitive Pack	125	Black	DNR-RND-3-DE	Front Pocket	N/A	4 weeks or sooner	\$ 54.00		\$ 59.40		\$ 65.34	
4	Port Authority	Duffle Bag Medium duffle bag 24"W x 12"H x 11"D	BG114	Black	DNR-RNE-3-DE	Top Center	N/A	4 weeks or sooner	\$ 22.00		\$ 24.20		\$ 26.62	
Patches and Woven Labels														
1		DRN 3" Round Patch	DNR-RND-3-EMB	See Schedule C for Information				5 weeks or sooner	\$ 3.70		\$ 4.07		\$ 4.48	
2		DNR 1.75" Round Patch	DNR-RND-1-EMB					5 weeks or sooner	\$ 2.80		\$ 3.08		\$ 3.39	
3		Conservation Officer Shoulder Patch, half round	DNR-LEDSLDR-EMB					5 weeks or sooner	\$ 4.50		\$ 4.95		\$ 5.45	
4		Conservation Officer Shield Patch	DNR-LEDSHLD-EMB					5 weeks or sooner	\$ 2.80		\$ 3.08		\$ 3.39	
5		Conservation Officer Double Chevron Patch	DNR-LED2CHEV-EMB					5 weeks or sooner	\$ 4.40		\$ 4.84		\$ 5.32	
6		Conservation Officer Triple Chevron Patch	DNR-LED3CHEV-EMB					5 weeks or sooner	\$ 5.40		\$ 5.94		\$ 6.53	
7		DNR Shoulder Patch	DNR-SP-EMB					5 weeks or sooner	\$ 4.40		\$ 4.84		\$ 5.32	
MDHHS UNIFORM ITEMS														
Polo Style Shirts														
1a	Devon/ Jones	Men's Polo, 100% Cotton, Pima-Pique, 6.8 oz	D100	Navy, Grey	TBD Embroidery Similar to #1 or #2	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 24.90		\$ 27.39		\$ 30.13	
1b							2XL	4 weeks or sooner	\$ 27.75		\$ 30.53		\$ 33.58	
1c							3XL	4 weeks or sooner	\$ 29.15		\$ 32.07		\$ 35.27	
1d							4XL	4 weeks or sooner	\$ 29.85		\$ 32.84		\$ 36.12	
2a	Blue Generation	Men's Polo, Short Sleeve	D100W	Navy, Grey	TBD Embroidery Similar to #1 or #2	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 24.90		\$ 27.39		\$ 30.13	
2b							2XL	4 weeks or sooner	\$ 27.75		\$ 30.53		\$ 33.58	
3c							3XL	4 weeks or sooner	\$ 29.15		\$ 32.07		\$ 35.27	
2d							4XL	4 weeks or sooner						
2e							5XL	4 weeks or sooner						
2f							6XL	4 weeks or sooner						
2g							7XL	4 weeks or sooner						
T- Shirts														
1a					TBD Screen Print Similar	Left Chest	S-XL	4 weeks or sooner	\$ 8.95		\$ 9.85		\$ 10.83	

1b	Gildan	Unisex, T-Shirt , Dry Blend, Classic Fit	8000	Navy, Grey	TBD Screen Print Similar to #1 or 2	Left Chest-Upper	2XL	4 weeks or sooner	\$ 12.25		\$ 13.48		\$ 14.82	
1c							3XL	4 weeks or sooner	\$ 14.90		\$ 16.39		\$ 18.03	
1d							4XL	4 weeks or sooner	\$ 14.90		\$ 16.39		\$ 18.03	
1e					Screen Print TBD-Similar to #3	Upper Across Back	5XL	4 weeks or sooner	\$ 14.90		\$ 16.39		\$ 18.03	
1f							6XL	4 weeks or sooner						
Sweat Shirts / Hoodies														
1a	Gildan	Hoodie, Pull-Over, Heavy Weight	18500	Navy, Grey	TBD Screen Print Similar to #1 or 2	Left Chest-Upper	S-XL	4 weeks or sooner	\$ 19.65		\$ 21.62		\$ 23.78	
1b							2XL	4 weeks or sooner	\$ 24.30		\$ 26.73		\$ 29.40	
1c							3XL	4 weeks or sooner	\$ 26.60		\$ 29.26		\$ 32.19	
1d							4XL	4 weeks or sooner	\$ 26.60		\$ 29.26		\$ 32.19	
Coats, Jackets, Outerwear														
1a	Port Authority	Men's, Jacket, Fleece	F217	Navy, Grey	TBD Embroidery Similar to #1 or #2	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 27.00		\$ 29.70		\$ 32.67	
1b							2XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
1c							3XL	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87	
1d							4XL	4 weeks or sooner	\$ 32.70		\$ 35.97		\$ 39.57	
1e							5XL	4 weeks or sooner	\$ 35.55		\$ 39.11		\$ 43.02	
1f							6XL	4 weeks or sooner	\$ 36.95		\$ 40.65		\$ 44.71	
2a	Port Authority	Women's, Jacket, Fleece	L217	Navy, Grey	TBD Embroidery Similar to #1 or #2	Left Chest-Upper	XS-XL	4 weeks or sooner	\$ 27.00		\$ 29.70		\$ 32.67	
2b							2XL	4 weeks or sooner	\$ 28.45		\$ 31.30		\$ 34.42	
3c							3XL	4 weeks or sooner	\$ 31.30		\$ 34.43		\$ 37.87	
2d							4XL	4 weeks or sooner	\$ 32.70		\$ 35.97		\$ 39.57	

STATE OF MICHIGAN

Uniforms / Logo Wear
Master Agreement No. 220000000117

**SCHEDULE C
EMBELISHMENT INFORMATION**

DTMB EMBELISHMENTS

Embroidery #1 -DTMB Logo- White second line / **Embroidery #2- DTMB Logo-** Black second line



State Facilities Administration

- State Facilities Administration (SFA)
- Real Estate Division (RED)
- Vehicle & Travel Services
- Delivery Services
- Print & Graphic Services
- Design & Construction (white second line only regardless of shirt color) (DCD)

Size: 3 7/8" x 1 7/8"

Colors: Blue (R0, G102, B153), Green (R44, G174, B74), and subtext either White or Black depending on the shirt color

DTMB EMBELISHMENTS- Continued

DTMB Embroidery #3- DTMB Delivery Services



Size: 3.25" x 1.45"

Colors: Blue (PMS 7462), Green (PMS 362), Black and White





Patch #1- DTMB Logo- State Facilities Administration





Size: 5.00" x 2.27"



Color: Blue (R0, G102, B153), Green (R44, G174, B74), White and Black

DNR EMBELISHMENTS

Item	Code	Description	Dimension	Photograph	Division
DNR 3" Round Logo – Embroidered Patch	DNR-RND-3-EMB	DNR 3" Round embroidered patch logo badge. Attached to left chest where direct embroidery is not possible, or direct ship to DNR Madeira Thread, Rayon Colors: Gold - 546 Green - 233 Black - 900	3"		ALL
DNR 1.75" Round Logo – Embroidered Patch	DNR-RND-1-EMB	DNR 1.75" Round embroidered patch logo badge. Attached to left chest where direct embroidery is not possible, or direct ship to DNR Madeira Thread, Rayon Colors: Gold - 546 Green - 233 Black - 900	1.75"		ALL

DNR Round Logo – Woven Label 2.93”	DNR-RND-3-WVN	<p>DNR Round woven label logo badge Attached to left chest, or direct ship to DNR.</p> <p>Colors: Green- (PMS 347) (FUFU, Rayon 200) Yellow- (PMS 128) (FUFU, Rayon 523) Black</p>	2.93”		ALL
DNR Round Logo – Woven Label 1.20”	DNR-RND-1-WVN	<p>DNR Round woven label logo badge Attached to left chest or direct ship to DNR.</p> <p>Colors: Green- (PMS 347) (FUFU, Rayon 200) Yellow- (PMS 128) (FUFU, Rayon 523) Black</p>	1.20”		ALL





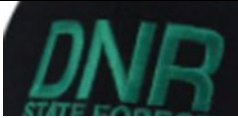







DNR Round Logo – Direct Embroidery 3 5/8”	DNR-RND-3-DE	<p>DNR Round logo direct embroidery on left chest or accessories. Embroidered on left chest or accessory items i.e. duffle bags, back packs, etc.</p> <p>Colors: Green- (PMS 347) (FUFU, Rayon 200) Yellow- (PMS 128) (FUFU, Rayon 523) Black</p>	3 5/8”		ALL
DNR Round Logo – Direct Embroidery 1.20”	DNR-RND-1-DE	<p>DNR Round logo direct embroidery on left chest or accessories. Not a separate sewn-on patch. Embroidered on left chest or accessory items i.e. duffle bags, back packs, etc.</p> <p>Colors: Green- (PMS 347) (FUFU, Rayon 200) Yellow- (PMS 128) (FUFU, Rayon 523) Black</p>	1.20”		ALL







DNR Round Logo – Screen Print 3”	DNR-RND-3-SP	DNR 3” Round logo screen print or heat transfer directly on left chest or accessories. Colors: Black Green – PMS 347 Yellow – PMS 128	3”		ALL
DNR Round Logo – Screen Print 1.20”	DNR-RND-1-SP	DNR .201” Round logo screen print or heat transfer directly on left chest or accessories. Colors: Black Green – PMS 347 Yellow – PMS 128	1.20”		ALL
DNR Shoulder Patch Embroidered Patch	DNR-SP-EMB	Department of Natural Resources, half round patch . Attached to shoulder or direct ship to DNR. Madeira Thread, Rayon Colors: Gold – 546 Green – 233 Black 900	5.25” wide 3.5” tall		ALL
DNR Michigan Direct Embroidery	DNR-MI-DE	DNR MICHIGAN, direct embroidery on winter hats, headbands, etc. Madeira Thread, Rayon Color: Green - 233	2.7” wide 1.33” tall		ALL



DNR Screen Print	DNR-DNR-SP	DNR screen printed / heat transfer , center back of safety vests Color: Black	7.47" wide 2.24" tall		ALL
Michigan Conservation Officer Direct Embroidery	DNR-LEDMCO1-DE	Michigan Conservation Officer, direct embroidery on black winter hats or headbands, etc. Ming Shang Thread Color: Green - #277	3.82" wide 1.46" tall		LED
Michigan Conservation Officer Direct Embroidery	DNR-LEDMCO2-DE	Michigan Conservation Officer, direct embroidery on light colored winter hats or headbands, etc. Color: Black	3.78" wide 1.97" tall		LED
DNR Hunter Education Instructor Direct Embroidery	DNR-LEDHEI-DE	DNR Hunter Education Instructor direct embroidery on ball caps Color: Black	4.09" " wide 1.87" tall		LED
DNR Direct Embroidery	DNR-DNR-DE	DNR, direct embroidery on ball caps or winter headwear, DIVISION NAME BELOW or on the BACK Madeira Thread, Rayon Color Green - 233	2.76" wide 1.26" tall		

DNR State Forest Officer Direct Embroidery	DNR-FRDSFO-DE	DNR State Forest Officer, direct embroidery on ball caps or winter headwear Madeira Thread, Rayon Color Green - 233	2.76" wide 2" tall		FRD
DNR Park Officer Direct Embroidery	DNR-PRDO-DE	DNR Park Officer, direct embroidery on ball caps or winter headwear Madeira Thread, Rayon Color Green - 233	2.76" wide 2" tall		PRD
DNR Range Officer Direct Embroidery	DNR-MODRGO-DE	DNR Range Officer, direct embroidery on ball caps or winter headwear Color: Black	2.97" wide 1.26" tall		MOD
DNR Volunteer Direct Embroidery	DNR-VOL-DE	DNR Volunteer, direct embroidery , ball caps Color: Black	2.46" wide 1.31" tall		PRD
Campground Host Screen Print	DNR-PRD-HOST-SP	Volunteer Campground Host screen printed on center back Color: Green (PMS t/b/d)	10.5" wide 6" tall (approx.)		PRD



PRD Student Team Member Screen Print	DNR-PRD-MRS-SP	MRS – Student Workers screen printed on center back Colors: Orange (PMS t/b/d) Blue (PMS t/b/d) White	7.57" wide 10.50" tall		PRD
DNR CO Shoulder Patch Embroidered Patch	DNR-LEDSLDR-EMB	Conservation Officer Shoulder patch , half round. <u>RESTRICTED ORDERING - shipped to DNR only.</u> Ming Shang Thread Color: Green – #277	6.5" wide 4" tall		LED
DNR CO Shield Patch Embroidered Patch	DNR-LEDShLD-EMB	Conservation Officer, shield patch . <u>RESTRICTED ORDERING - shipped to DNR only.</u> FUFU Thread Colors: Black Gold - Rayon 563	2.5" wide 3" tall		LED
DNR CO Double Chevron Embroidered Patch	DNR-LED2CHEV-EMB	Conservation Officer, double chevron patch . <u>RESTRICTED ORDERING - shipped to DNR only.</u> Ming Shang Thread Colors: Black Green - #277	3.5" wide 3.25" tall		LED

DNR CO Triple Chevron Embroidered Patch	DNR-LED3CHEV-EMB	<p>Conservation Officer, triple chevron patch. <u>RESTRICTED ORDERING - shipped to DNR only.</u></p> <p>Ming Shang Thread Colors: Black Green - #277</p>	3.75" wide 4" tall		LED
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MDHHS EMBELISHMENTS

<p>Logo #1</p> 	<p>Logo #2</p> 	<p>Logo #3</p> 
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SCHEDULE D - CONTRACTOR HOSTED SOFTWARE AND SERVICES

Master Agreement No. 220000000117

Uniforms / Logo Wear

1. **Definitions.** In addition to the definitions found in the Contract Terms, for the purposes of this Contract, the following terms have the following meanings:

“Authorized Users” means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

“Harmful Code” means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, encrypt, modify, copy, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

“Hosted Services” means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract.

“Integration Testing” has the meaning set forth in **Section** Error! Reference source not found..

“Open-Source Components” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“Open-Source License” has the meaning set forth in **Section** Error! Reference source not found..

“Operating Environment” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other

features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

“Service Error” means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

“Specifications” means the specifications for the Software set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

“State Materials” means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“Support Services” means the Software maintenance and support services Contractor is required to or otherwise does provide to the State pursuant to this **Schedule D** and **Exhibit 1** to this **Schedule D**.

“Technical Specification” means, with respect to any Software, the document setting forth the technical specifications for such Software and included in the Statement of Work.

“User Data” means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input.

“Warranty Period” means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software.

2. Hosted Software License Grant and Source Code Escrow

1.1 Contractor License Grant. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

- (a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;
- (b) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Hosted Services;

- (c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Hosted Services under this Contract; and
 - (d) access and use the Hosted Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Hosted Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section Error!**
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- 1.2 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Hosted Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.
- 1.3 Use. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Hosted Services or Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Hosted Services or Software, including any excess use.
- 1.4 Open-Source Licenses. For Contractor Hosted Software only (and not for the provision of Software-as-a-Service), any use hereunder of Open-Source Components shall be governed by, and subject to, the terms and conditions of the applicable open-source license ("Open-Source License"). Contractor shall identify and describe in an exhibit to the Statement of Work each of the Approved Open-Source Components of the Software, and include an exhibit attaching all applicable Open-Source Software Licenses or identifying the URL where these licenses are publicly available.
- 1.5 Source Code Escrow. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release. Contractor hereby grants the State a license to use, reproduce, and create derivative works from the deposit material, provided the State may not distribute or sublicense the deposit material or make any use of it whatsoever except for such internal use as is necessary to maintain and support the Software. Copies of the deposit material created or transferred pursuant to this Contract are licensed, not sold, and the State receives no title to or ownership of any copy or of the deposit material itself. The deposit material constitutes Confidential Information of Contractor pursuant to Section **Error! Reference source not found.** of this Contract (provided no provision of Section **Error! Reference source not found.** calling for return of Confidential Information before termination of this Contract will apply to the deposit material).

3. Hosted Services Testing and Acceptance.

- 3.1 Hosted Service Preparation. Promptly upon the parties' execution of a Statement of Work, Contractor will take all steps necessary to make the Hosted Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work.
- 3.2 Testing and Acceptance.
- (a) When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Contract and the Specifications.
 - (b) Upon completion of the State's testing, the State will notify Contractor of its acceptance ("**Accept**" or "**Acceptance**") or, if it has identified any noncompliance with the Specifications, rejection ("**Reject**" or "**Rejection**") of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.
 - (c) If any corrective measures are required under **Section (b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section (a)** and **Section (b)** will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:
 - (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section (b)** at no additional cost or charge to the State; or
 - (ii) terminate any and all of the relevant Statement of Work, this Contract and any other Statements of Work hereunder.
 - (d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 1.1(a)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the State all sums previously paid to Contractor under such Statement of Work within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations thereunder.

4. Support Services.

- 1.1 Maintenance and Support Services. Contractor will provide Hosted Service maintenance and support services (collectively, “**Support Services**”) in accordance with the provisions set forth in this **Schedule D** and in the Service Level Agreement, attached as **Exhibit 1** to this **Schedule D** (the “**Support Services and Service Level Agreement**”).
- 1.2 Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, “**Software Support Services**”) in accordance with the provisions of this **Schedule D**, including **Exhibit 1** to this **Schedule D**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services. Contractor will continuously maintain the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement as defined in **Exhibit 1** to this **Schedule D**. Such maintenance services include providing to the State and its Authorized Users:
- (a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and
 - (b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State’s or its Authorized Users’ access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with the Contract and this **Schedule D**.

5. Support Service Responsibilities. Contractor will:

- (a) correct all Service Errors in accordance with the Support Service Level Requirements as defined in **Exhibit 1** to this **Schedule D**, including by providing defect repair, programming corrections and remedial programming;
- (b) provide unlimited telephone support between the hours of 7 am and 7 pm, EST;
- (c) provide unlimited online support 24 hours a day, seven days a week;
- (d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (e) respond to and Resolve Support Requests as specified in **Exhibit 1** to this **Schedule D**.

6. Software and Service Warranties.

- 6.1 Contractor represents and warrants to the State that:
- (a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services, including Hosted Services, will have, the unconditional and irrevocable

right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

- (b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable law, including any law relating to data privacy, data security or personal information; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable law that would preclude Contractor's performance of its material obligations hereunder;
- (c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;
- (d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened action, and it has not received any written, oral or other notice of any action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services, Hosted Services, or Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services, including Hosted Services, or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;
- (e) the Software, Services (including Hosted Services) will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in Exhibit 1 to this **Schedule D**;
- (f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

- (g) the Contractor Systems and Services (including Hosted Services) are and will remain free of Harmful Code;
- (h) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;
- (i) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;
- (j) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and
- (k) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third-party software provider for any reason whatsoever.

7. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

SCHEDULE D - EXHIBIT 1 - SUPPORT SERVICES AND SERVICE LEVEL AGREEMENT FOR HOSTED SERVICES

Master Agreement No. 220000000117

Uniforms / Logo Wear

1. **Definitions.** For purposes of this **Exhibit 1** to **Schedule D**, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract or its associated respective Schedules.

“Actual Uptime” means the total minutes in the Service Period that the Hosted Services are Available.

“Availability” has the meaning set forth in **Section 3.1**.

“Availability Requirement” has the meaning set forth in **Section 3.1**.

“Available” has the meaning set forth in **Section 3.1**.

“Contractor Service Manager” has the meaning set forth in **Section 2.1**.

“Corrective Action Plan” has the meaning set forth in **Section 4.3**.

“Critical Service Error” has the meaning set forth in **Section 0**.

“Exceptions” has the meaning set forth in **Section 3.2**.

“Force Majeure Event” has the meaning set forth in **Section 5.1**.

“High Service Error” has the meaning set forth in **Section 0**.

“Hosted Services” has the meaning set forth in **Schedule E**.

“Low Service Error” has the meaning set forth in **Section 0**.

“Medium Service Error” has the meaning set forth in **Section 0**.

“Resolve” has the meaning set forth in **Section (a)**.

“Scheduled Downtime” has the meaning set forth in **Section 3.3**.

“Scheduled Uptime” means the total minutes in the Service Period.

“Service Availability Credits” has the meaning set forth in **Section (a)**.

“Service Level Credits” has the meaning set forth in **Section 4.2**.

“Service Level Failure” means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

“Service Period” has the meaning set forth in **Section 3.1**.

“Software” has the meaning set forth in the Contract.

“Software Support Services” has the meaning set forth in **Section 1.1**.

“State Service Manager” has the meaning set forth in **Section 2.2**.

“State Systems” means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

“Support Request” has the meaning set forth in **Section 0**.

“Support Service Level Requirements” has the meaning set forth in **Section 4**.

2. Personnel

- 2.1 Contractor Personnel for the Hosted Services. Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the **“Contractor Service Manager”**). The **Contractor Service Manager** will be considered Key Personnel under the Contract.
- 2.2 State Service Manager for the Hosted Services. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the **“State Service Manager”**).

3. Service Availability and Service Availability Credits.

- 3.1 Availability Requirement. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a **“Service Period”**), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the **“Availability Requirement”**). **“Available”** means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. **“Availability”** has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \times 100 = \text{Availability}$.
- 3.2 Exceptions. No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (**“Exceptions”**):
 - (a) failures of the State’s or its Authorized Users’ internet connectivity;
 - (b) Scheduled Downtime as set forth in **Section 3.3**.
- 3.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part (**“Scheduled Downtime”**). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00

a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed.

- 3.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.
- 3.5 Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.
- 3.6 Remedies for Service Availability Failures.

- (a) If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State the following credits on the fees payable for Hosted Services provided during the Service Period ("**Service Availability Credits**"):

Availability	Credit of Fees
≥99.98%	None
<99.98% but ≥99.0%	15%
<99.0% but ≥95.0%	50%
<95.0%	100%

- (b) Any Service Availability Credits due under this **Section 3.6** will be applied in accordance with payment terms of the Contract.
- (c) If the actual Availability of the Hosted Services is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate the Contract on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

- 3.7 **Service Monitoring and Management.** Contractor will continuously monitor and manage the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:
- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;
 - (b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and
 - (c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):
 - (d) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
 - (e) if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
 - (f) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

4. Support Service Level Requirements.

Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 4 ("Support Service Level Requirements")**, and the Contract.

- 4.1 **Support Requests.** The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a "**Support Request**"). The State Service Manager will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	<ul style="list-style-type: none"> • Issue affecting entire system or single critical production function;

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
	<ul style="list-style-type: none"> • System down or operating in materially degraded state; • Data integrity at risk; • Declared a Critical Support Request by the State; or • Widespread access interruptions.
High Service Error	<ul style="list-style-type: none"> • Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.
Medium Service Error	<ul style="list-style-type: none"> • Hosted Service is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.
Low Service Error	<ul style="list-style-type: none"> • Request for assistance, information, or services that are routine in nature.

- (a) Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. "Resolve" (including "Resolved", "Resolution" and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours
High Service Error	One (1) hour	Four (4) hours
Medium Service Error	Three (3) hours	Two (2) Business Days

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Low Service Error	Three (3) hours	Five (5) Business Days

- (b) Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Service Manager and Contractor's management or engineering personnel, as appropriate.
- 4.2 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements for Critical and High Service Errors will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Section (a) ("Service Level Credits")** in accordance with payment terms set forth in the Contract.
- 4.3 Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties' corrective action plan (the **"Corrective Action Plan"**). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

5. Force Majeure.

- 5.1 Force Majeure Events. Subject to **Section 5.3**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest,

embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure Event**”), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

- 5.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor’s performance under the Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate the Contract by written notice to Contractor if a Force Majeure Event affecting Contractor’s performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates the Contract pursuant to the preceding sentence, any date specifically designated for Contractor’s performance under the Contract will automatically be extended for a period up to the duration of the Force Majeure Event.
- 5.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of the Contract or this Schedule:
- (a) in no event will any of the following be considered a Force Majeure Event:
 - (i) shutdowns, disruptions or malfunctions of Contractor Systems or any of Contractor’s telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
 - (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

SCHEDULE E - DATA SECURITY REQUIREMENTS

Master Agreement No. 220000000117

Uniforms / Logo Wear

- 1 Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this Schedule shall have the respective meanings given to them in the Contract.

“Contractor Security Officer” has the meaning set forth in **Section 2** of this Schedule.

“FedRAMP” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“FISMA” means the Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.)).

“Hosted Provider” means any Permitted Subcontractor that is providing any or all of the Hosted Services under this Contract.

“NIST” means the National Institute of Standards and Technology.

“PCI” means the Payment Card Industry.

“PSP” or **“PSPs”** means the State’s IT Policies, Standards and Procedures

“SSAE” means Statement on Standards for Attestation Engagements.

“Security Accreditation Process” has the meaning set forth in **Section 6** of this Schedule.

- 2 Security Officer.** Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (**“Contractor Security Officer”**).

- 3 Contractor Responsibilities.** Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:
- (a) ensure the security and confidentiality of the State Data;
 - (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
 - (c) protect against unauthorized disclosure, access to, or use of the State Data;
 - (d) ensure the proper disposal of any State Data in Contractor’s or its subcontractor’s possession; and
 - (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at:

https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

- 4 **Acceptable Use Policy.** To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see [ents/dtmb/1340.00.01 Acceptable Use of Information Technology Standard 458958 7.pdf](#). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.
- 5 **Protection of the State's Information.** Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:
 - 5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;
 - 5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;
 - 5.3 ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;
 - 5.4 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;
 - 5.5 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable

standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6 take all reasonable measures to:

- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against “hackers” and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
- (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer’s users of the Services; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State Data;

5.7 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 256 bits or higher;

5.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6 Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State’s automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor’s security controls within two weeks of the State’s request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system’s controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor’s solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7 Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State’s express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State’s authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems

shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8 Security Audits.

- 8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.
- 8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.
- 8.3 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's or Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.
- 8.4 With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- 8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

- 9 Application Scanning.** During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate

and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

- 9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST).
 - (a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool and provide the State a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.
- 9.2 Static Application Security Testing (SAST) - Scanning Source Code for vulnerabilities, analysis, remediation, and validation.
 - (a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application Source Code scans. These scans must be completed for all Source Code initially, for all updated Source Code, and for all Source Code for each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans.
- 9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.
 - (a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.
- 9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

- (a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).
- (b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10 Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11 Nonexclusive Remedy for Security Breach.

11.1 Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE E - EXHIBIT 1 - CONTRACTOR'S DISASTER RECOVERY PLAN

Master Agreement No. 220000000117

Uniforms / Logo Wear

The Contractor will make its best effort to recover data in the event of a disaster. A disaster may be declared by the contractor when service has been damaged to the extent that Libra can no longer provide service. The State will not declare any outage a disaster.

- A. The Contractor will process nightly system backup's stored onsite.
- B. The Contractor will update antivirus software on an annual basis.

SCHEDULE F - FEDERAL PROVISIONS ADDENDUM

Master Agreement No. 220000000117

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This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted

by the employer, or is consistent with the Contractor's legal duty to furnish information.

- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating

is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, contractors are required to pay wages not less than once a week.

Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- 1) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- 1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in

paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3) Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency

Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or

proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- 1) **Access to Records.** The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably

needed.

- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

3) DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5) No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

SCHEDULE F - EXHIBIT 1 - BYRD ANTI-LOBBYING CERTIFICATION

Master Agreement No. 220000000117

Uniforms / Logo Wear

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Libra Industries Inc. of MI, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

Sheila Archer

Work Apparel Division Manager

Name and Title of Contractor's Authorized Official

10/22/21

Date