



State of Minnesota Contract

SWIFT Contract No.: TBA

This Contract is between the State of Minnesota, acting through its Commissioner of Administration (“State”) and [Contractor] whose designated business address is [Contractor’s business address] (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. State issued a solicitation identified as SWIFT Event No. G0210-2000017946 on February 3, 2026, for uniforms and accessories for the Minnesota Department of Corrections (DOC) Special Operations Response Team (SORT) and the Emergency Response Team (ERT) (“Solicitation”);
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. May 1, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.

1.2 Expiration date. April 30, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional three (3) years, in increments as determined by the State, through a duly executed amendment.

1.3 Contract Use. This Contract is not exclusive and shall not be construed as guarantying a minimum or maximum amount of usage.

2. Contractor’s Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

3. Representations and Warranties

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Compensation and Conditions of Payment

5.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

5.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

6.1 The State's Authorized Representative is Rhiannon Fissehaye, Buyer III, 50 Sherburne Avenue, Suite 112, Saint Paul, MN 55155, (651) 201-3044, Rhiannon.fissehaye@state.mn.us, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

6.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is [name, title] at the following business address and telephone number: [insert business address and telephone number], or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms

Exhibit B: Insurance Requirements

Exhibit C: Specifications, Duties, and Scope of Work

- Exhibit C: Supplement 1 – Product Specifications
- Exhibit C: Supplement 2 – Embroidery Examples

Exhibit D: Price and Payment Schedule

Exhibit E: Additional Attachments

- PFAS Disclosures and Documentation
- Product Catalog
- Certifications

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: _____

Signature: _____

Title: _____ Date: _____

2. State Agency

With delegated authority

Print name: _____

Signature: _____

Title: _____ Date: _____

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: _____

Signature: _____

Title: _____ Date: _____

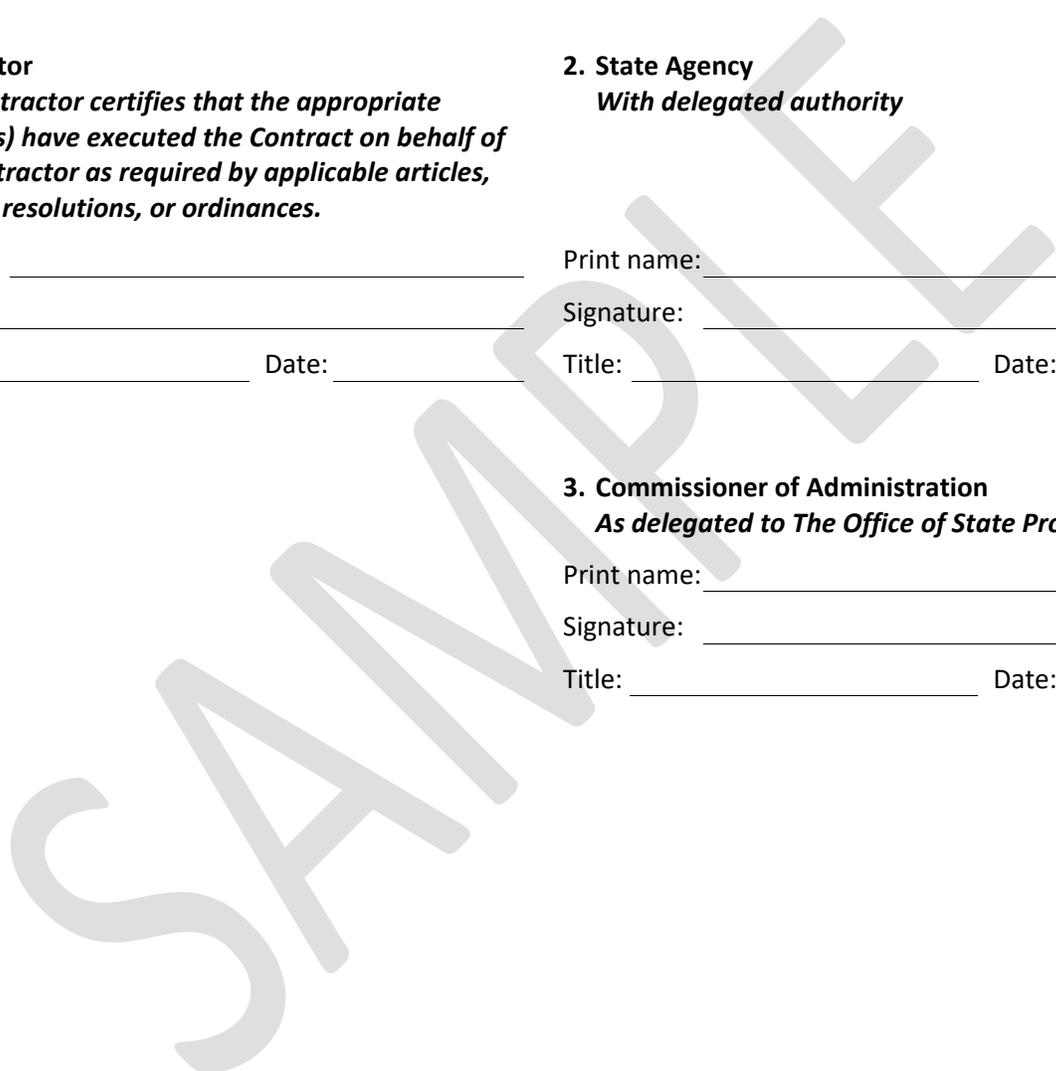


Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

2. Assignment, Amendments, Waiver, and Contract Complete.

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. Termination.

3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days’ written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

3.2 Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

4. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification.

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. Contract Use by State Agencies.

To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

8. Warranty.

The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All installation materials and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

9. Delivery.

Contractor is obligated to deliver within the quoted lead times. If delivery is not made within that time frame, the State reserves the right to deem the Contractor in default.

Contractor must confirm delivery locations and requirements with the ordering entity. Prior to delivery, the Contractor is responsible for confirming in writing with the ordering entity that the delivery location will accommodate unloading the equipment. Contractor must notify the receiving entity at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on a State Holiday (as defined in Minn. Stat. § 645.44, subd. 5), on Saturday or Sunday, or after 4:00 p.m. Central Time on weekdays, without prior written approval by the receiving entity.

10. Risk of Loss.

The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.

11. Purchase Orders and Purchasing Cards.

The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

The Contractor must accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase maximum on the Contract is \$5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

12. Items Offered as New.

All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

13. Product Changes During the Contract.

All product offered should be available during the initial term of the contract. The Contractor must notify the State's Authorized Representative immediately if the manufacturer discontinues or replaces a contracted model number. A replacement model number must meet the contract specifications. The State is under no obligation to accept a replacement model. Any change to a contracted model number must be confirmed in writing by the State through a written amendment. The State reserves the right to request documentation for any requested change under this

section to evaluate how the specifications of the replacement product deviates from the specifications of the replaced product.

14. Product Returns. [to be updated upon negotiations and award]

14.1 Non-Defective Conforming Product. The Customer may return an unopened, non-defective product conforming to the specifications of an order within **X** calendar days of the invoice date with no additional fees. If the non-defective conforming product is returned within **X** calendar days of the invoice date after it has been opened, the Contractor may charge the Customer a restocking fee of up to 10% of the cost of the product. Return shipping costs to return a non-defective conforming product to the Contractor is the responsibility of the Customer.

14.2 Defective or Non-conforming Product. The Customer may return any product determined by the Customer as defective or not conforming to the specifications, order, or contract, within **X** calendar days of receipt with no restocking or return shipping fee.

The Contractor should provide the Customer with a Return Merchandise Authorization number (RMA) and must arrange for a “call tag” to be issued via a “carrier” to order pick up of the defective or non-conforming product from the Customer. The “carrier” must pick up the defective or non-conforming product at the address to which the product was shipped.

14.2.1 Replacement of Defective or Non-conforming Product. The Customer may request the Contractor provide a replacement product or cancel the order. If the Customer chooses to have the defective or non-conforming product replaced, the Contractor must replace a defective or non-conforming product at no cost to the Customer.

14.2.2 Return of Defective or Non-conforming Product (without replacement). The Customer’s account must be credited within fourteen (14) calendar days of arrival of the returned product at the Contractor’s location. The amount to be credited must be the equal of the price of the product plus all freight, shipping, handling, or ancillary charges associated with shipment of the product from and return to the shipping location. If, after inspection, the Contractor determines that the product is not defective or non-conforming, the Contractor may bill the Customer for the return shipping charges.

15. Subcontracting.

This Contract may not be subcontracted in whole or in part.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

17. Government Data Practices.

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08

apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

18. Intellectual Property Rights.

18.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

18.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

18.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

18.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

18.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

18.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

18.4 Obligations.

18.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

18.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

18.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

19. Copyright.

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

20. Assignment of Antitrust Rights.

Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.

21. Survivability of Orders.

In the event the term of any order or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

22. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

23. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

24. Usage Reports.

Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send an annual Usage Report, or as otherwise requested. An annual usage report is due within thirty days of the Contract execution anniversary date. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

25. Diverse Spend Reporting.

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

26. Publicity and Endorsement.

26.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

26.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

27. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

28. Contingency Fees Prohibited.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

29. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

30. Non-discrimination (in accordance with Minn. Stat. § 181.59).

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

31. Affirmative Action Requirements

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

31.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

31.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

31.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

31.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

31.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

31.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

31.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the

Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

31.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

31.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

31.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

32. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

33. Hazardous Substances.

To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

33.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

33.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

33.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

33.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

33.5 Products containing PFAS. The Contractor must comply with Amara's Law ([Minn. Stat. § 116.943](#)), which took effect in Minnesota January 1, 2025. The law applies all products sold or distributed under the contract and prohibits the sale or distribution of some products with intentionally added PFAS within Minnesota.

34. IT Accessibility Standard. [to be updated upon negotiations and award]

Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at:

<https://mn.gov/mnit/government/policies/accessibility/>.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

35. **Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and
- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

36. **PCI Language.**

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), **Glossary of Terms, Abbreviations, and Acronyms**, available online at: https://www.pcisecuritystandards.org/document_library.

37. Survival of Terms.

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

38. Assigned Account Manager.

The Contractor must assign an executive level Account Manager to DOC for this contract. The Account Manager shall have broad authority within the Contractor to direct others, answer questions, resolve issues or complaints promptly when identified by DOC.

The Account Manager must be able to meet in person with DOC as requested. The Contractor must notify DOC of any changes to the Account Manager personnel in advance and in writing. Any change in Account Manager personnel must be approved by DOC.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract

1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

1.5 If the Contractor uses another entity, including but not limited to a dealer, reseller, or distributor (collectively referred to as "Contractor's reseller") to provide goods or services under this contract, the following terms apply:

1.5.1 Because the Contractor's reseller(s) are independently owned and operated, and maintain their own insurance, the Contractor's reseller's insurance coverage must be evidenced by its own Certificate of Insurance. The Contractor's reseller's Certificate of Insurance must meet all the insurance requirements and limits set forth in the Contract.

1.5.2 The Contractor shall collect, review, approve, and maintain the applicable Certificates of Insurance, including but not limited to General Liability, Auto Liability, Umbrella, Workers' Compensation, and Garagekeepers or Property of Others, for all Contractor's resellers that will be providing goods or services under this contract. The Contractor acknowledges compliance with this provision. The Contractor must provide copies of the dealers' insurance documentation to the State upon request.

1.5.3 If a claim is made against a Contractor's reseller, and the Contractor's reseller's insurance coverage did or does not cover the claim, the Contractor is responsible for the claim because the contract is with the Contractor. The Contractor must pay any uninsured claims out-of-pocket. The State may enforce the indemnity clause in the contract.

2. Notice to Insurer.

2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. **Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:**

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. **Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:**

4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 **Network Security and Privacy Liability Insurance (or equivalent).** [to be updated upon negotiations and award] The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Exhibit C: Specifications, Duties, and Scope of Work

1. **Scope.** The purpose of this Contract is to manage the ordering and delivery of Uniforms and Accessories for the Minnesota Department of Corrections Special Operations Response Team (SORT) and the Emergency Response Team (ERT).
2. **Apparel.** The Contractor must provide products that meet the individual specifications per item listed under Exhibit C, Supplement 1 Product Specifications. The Contractor shall provide the following apparel or approved equals under the Contract:

[to be updated upon award]

2.1. **Shirts.**

2.2. **Pants**

2.3. **Outerwear**

2.4. **Footwear**

2.5. **Misc.**

3. Ethical Manufacturing Requirements.

- 3.1. The Contractor shall ensure that all products supplied under this Contract are manufactured in compliance with internationally recognized labor and human-rights standards, including but not limited to the International Labour Organization (ILO) Core Conventions. At a minimum, this includes prohibitions on:
 - Forced, bonded, or involuntary labor
 - Child labor
 - Discrimination in employment
 - Unsafe or unhealthy working conditions
- 3.2. The Contractor shall maintain a Supplier Code of Conduct applicable to all manufacturers and subcontractors producing goods under this Contract.
- 3.3. Upon request, the Contractor shall provide documentation demonstrating compliance, which may include third-party social compliance audits (e.g., SA8000, WRAP, Fair Trade, or equivalent), certifications, or internal audit summaries.
- 3.4. Failure to provide documentation upon request may be grounds for corrective action or contract remedies.

4. Durability Expectations.

- 4.1. Uniform garments and accessories shall be designed for extended service life appropriate for tactical and operational use. Products must meet all performance specifications while maintaining durability through repeated laundering and regular wear.
- 4.2. Where practical, the Contractor shall offer:
 - 4.2.1. Repair services, or;
 - 4.2.2. Replacement components (e.g., patches, closures, embroidery repair)

3.2 The State may consider availability of repair options when evaluating product substitutions or renewals.

5. Quality control.

- 5.1. Establish and maintain a quality control inspection program for all manufactured items upon arrival at the Contractor's distribution center and prior to shipping the uniform garment or accessory. Items of inferior quality, not meeting specifications, or uniform garments or accessories with manufacturing defects shall be identified at the Contractor's distribution center prior to shipping the uniform garment or accessory to DOC.
- 5.2. Uniform garments or accessories received by DOC that are of inferior quality, do not meet specifications, or have manufacturing defects shall be returned to the Contractor for replacement at the Contractor's expense. Replacement of items shall be made **within ten (10) business days [to be updated upon negotiations and award]**. Continued delivery of uniform garments or accessories that are of inferior quality, do not meet specifications, or contain manufacturing defects may result in the State purchasing the replacement uniform garments or accessories on the open market and charge the difference in the open market price and the Contract price back to the Contractor. Continued delivery of uniform garments or accessories that are of inferior quality, do not meet specifications, or contain manufacturing defects may result in cancellation or termination of the Contract.

6. Ordering procedure.

- 6.1. Establish and maintain a system for processing orders, to include exchanges, backordered or non-standard (over-size) sizes, special handling for alterations, and a tracking system from the Contractor to delivery locations. All back-orders will require notification within 48 hours to the authorized DOC representative.
- 6.2. The Contractor shall accept orders via a website ordering platform, toll-free telephone ordering system, by fax or by email. The Contractor shall make available hard copy uniform order forms, sizing flyers, instructions for employees on the ordering process, and instructions for ordering non-standard sizes, returns, exchanges, and refunds or credits.
 - 6.2.1 **[to be updated per award]** Website requirements. The Contractor provided website shall meet all order processing, submissions, tracking, and State Accessibility standards.
- 6.3. Locations. Each Correctional Facility will place orders on an as-needed basis. Quantities will vary. Orders may be placed by the Minnesota Correctional Facilities located in:
 - 6.3.1 Stillwater, 970 Pickett Ave N, Bayport MN 55003
 - 6.3.2 Oak Park Heights 5329 Osgood Ave N, Stillwater MN 55082
 - 6.3.3 Lino Lakes, 7525 4th Avenue, Lino Lakes MN 55014
 - 6.3.4 Red Wing, 1079 Highway 292, Red Wing MN 55066
 - 6.3.5 St. Cloud, 2305 Minnesota Blvd., St. Cloud, MN 56304
 - 6.3.6 Rush City, 7600 525th Street, Rush City, MN 55069
 - 6.3.7 Shakopee, 1010 6th Avenue W, Shakopee, MN 55379
 - 6.3.8 Moose Lake-Willow River, 86032 County Highway 61, Willow River, MN 55795

6.3.9 Faribault, 1 Minnesota Corr. Facility, Faribault, MN 55021

6.3.10 St. Paul-Transportation Unit., 1450 Energy Park Drive, Suite 200, St. Paul MN 55108

The State reserves the right to add or delete facilities if it is to the best interest to the State.

7. On-site measurements.

7.1. DOC may request the Contractor to come onsite for a measuring event. An onsite measuring request will include taking initial measurements of DOC employees at the DOC facility location. If an onsite measuring event is mutually agreed upon, DOC will request the required insurance coverage. The date and time shall be determined by the DOC authorized representative and the Contractor.

8. Packaging and Delivery Requirements.

8.1. **Packaging.** To the maximum extent practicable, products shall be delivered using plastic-free packaging. Acceptable packing materials include, but are not limited to:

- Paper-based Materials;
- Recyclable fiber materials;
- Reusable packaging systems

8.1.1. **Exceptions.** Individual plastic polybags should be avoided unless required for contamination control or product integrity. Any exceptions must be justified in writing upon request.

8.1.2. **Garment and Accessory Packaging.** Garments and accessories shall be individually packaged in a manner that meets the above plastic-free preference.

8.1.2.1. If plastic polybags are used under an approved exception, each bag shall have a manufacturer's label indicating size, manufacturer, and product number.

8.2. **Shipping Carton Requirements.** Garments and accessories shall be packed in a heavy-duty corrugated cardboard shipping cartons that are sturdy enough to withstand during transit and storage. Each shipping carton must not exceed a weight of thirty (30) pounds to ensure safe handling. A commercially printed shipping label shall be affixed to each carton; hand-written labels will not be accepted. The shipping label must clearly indicate the purchase order number and delivery location.

8.3. **Delivery.** Deliveries shall be made to the ordering DOC Correctional Facilities as listed above. The Contractor agrees to notify the listed DOC ordering entities 24hours in advance of any deliveries.

9. General Uniform Specifications.

9.1. **Logo Examples.** Please refer to Exhibit C: Attachment 1 for examples of the SORT and EDT logos.

9.2. **Manufacturing quality.** All uniform garments and accessories must be manufactured in accordance with general and garment specifications.

8.2.1 Non-Standard Sizes. The Contractor must provide a variety of industry standard sizes, including additional sizes not identified within general industry size ranges, thereafter called "non-standard sizes". Non-standard sizes also refer to the manufacturer of special sizes to accommodate DOC employees with unusual measurements or disabilities.

Uniforms ordering and sizing may be handled on a case-by-case basis to ensure uniforms meet DOC employee business needs.

9.3. **Material Composition Disclosure.** Upon request, the Contractor shall disclose fiber composition by percentage for all uniform garments supplied under this Contract.

9.3.1. **Preferred Materials.** The Contractor shall offer apparel products that consist of the following preferred materials for uniforms: **[to be completed upon award]**

9.3.1.1. Contain \geq 90% natural fibers (cotton, hemp, linen, wool), or

9.3.1.2. Incorporate recycled or regenerative fibers with documented sourcing

9.4. **Embroidered patches/emoles.** The DOC requires that certain uniform garments will be provided with embroidered patches/emoles sewn on to the uniform garment by the Contractor or manufacturer.

9.4.1. The embroidered patches/emoles will be furnished to the Contractor by the DOC. The Contractor or the manufacturer shall maintain a minimum of 300 embroidered patches/emoles in inventory. If the inventory is fewer than 300, the Contractor shall notify the DOC authorized representative immediately.

8.4.2 The embroidered uniform patches shall have an embroidered background Marrow over-lock stitched edge. Embroidered background. Thermo-plastic or Velcro® backing. Jump (carry-over) stitches will not be accepted. All artwork and materials used in production are the responsibility of the Contractor.

8.4.3 All artwork and materials used in production shall become the property of the Minnesota Department of Corrections, Special Operations Response Team (SORT) and shall be delivered to the Minnesota Department of Corrections (SORT) at the cancellation, end or termination of the Contract. The Contractor is required to provide a pre-production sample prior to starting production of the embroidered patches.

8.4.4 Product patches must consist of approximately 14,000 stitches and utilize OD Green color for background.

8.4.5 Embroidered block lettering shall utilize black and be approximately 2-3/4" x 2" diameter in size.

9.5. **Screen-printing.** Screen-printing requirements are specified for each uniform garment in the uniform garment specifications. All screen-printing requirements are included in the price.

10. Amara's Law Compliance.

10.1. **PFAS disclosure.** Contractor must disclose whether any products supplied under this contract contain intentionally added PFAS, as defined in Minn. Stat. § 116.943. Upon request, the Contractor must provide documentation from the manufacturer verifying the PFAS status of the product.

10.2. **PFAS-free preference.** Where feasible, products supplied under this contract should avoid the use of PFAS chemicals. Products using non-fluorinated water or stain repellents will be given preference.

10.3. **Notification of product changes.** If a contracted product is reformulated to include or remove PFAS during the contract term, Contractor must notify the State within 30 days and provide updated safety data. Product substitutions may not occur until presented products have been reviewed, approved and a duly executed amendment completed.

11. Sustainability Requirements.

11.1. To the maximum extent practicable, products and services provided through the contract shall meet one or more of the following applicable standards/ecolabels:

- 11.1.1. Cradle to Cradle Certified® Product Standard
- 11.1.2. Global Organic Textile Standard (GOTS)
- 11.1.3. Nordic Ecolabeling for Textiles, hides/skins, and leather
- 11.1.4. OEKO-TEX Made in Green
- 11.1.5. OEKO-TEX Standard 100

The State reserves the right to request product specific certification documentation upon request if products offered under the contract possess any of the above certifications.

11.2. Products shall be delivered in accordance with Section 7.1 Packaging Requirements set forth within this Contract.

11.3. Take-back Program. The Contractor shall, where practicable, offer a product take-back program for uniforms and other textile products at the end of their useful life. Such programs may include options for textile recycling, reuse or refurbishment, and other responsible disposal pathways. The Contractor must provide detailed information about the program upon request.

11.4. Contractor will assist the State ordering entity with identifying sustainable products and offer more sustainable alternative products as practicable.

Exhibit C, Supplement 1: Product Specifications

**Exhibit C, Supplement 1
Shirt Specifications**

1	Make/Model	5.11 #72194-ABR. Or approved equal.	
	Product Specifications	Tactical rapid assault shirt, long sleeve: Cotton/poly/Spandex® knit fabric for softness, breathability and stretch. Mesh inserts in the armpit and back of the neck for greater breathability. Sleeves and collar are cotton/poly blend for durability and color retention. Zip-up collar. Saddle-shoulder design. Angled shoulder pockets. Patch panels. Flat-lock seams. No seams in the armpits to chafe. Color of shirt: #019 Black. No graphics or lettering.	
	Sizes	Sizes: S - 3XL	
2	Make/Model	Hanes Beefy-T® #5180. Or approved equal.	
	Product Specifications	T-shirt, short sleeve, without pocket: 6.1 oz. 100% cotton jersey. Non-chafe fabric taping reinforces neck and shoulders. Lay-flat collar keeps its shape wash after wash. Double stitching trims sleeves and bottom hem. Color of shirt: Black. Embroidered front and back: Front: SPECIAL OPERATIONS RESPONSE TEAM (two lines ½" lettering on left front chest). Back: SORT CORRECTIONS (two lines, first line 4" letters, second line 2½" letters). Embroidery color: White.	
	Sizes	Sizes: S - 3XL	
3	Make/Model	TRU-SPEC #TZ305. Or approved equal.	
	Product Specifications	T-shirt, short sleeve, with pocket; 100% Polyester. Lightweight mesh venting at high-heat areas and wicking fabric provide excellent moisture management. Ergonomic contoured seams at shoulders and sides. Offset shoulder seams prevent chafing when layering or wearing packs. Lay-flat crew-neck collar. Extra zip-pocket for secure storage of accessories. Dual-layer fabric at high abrasion areas. Hugs the body for a tailored, base layer athletic fit. Color of shirt: Black. Sizes: Silk-screened front and back: Front: SPECIAL OPERATIONS RESPONSE TEAM (two lines ½" lettering on left front chest).	
	Sizes	Sizes: S - 3XL	
4	Make/Model	5.11 Performance Polo #72049. Or approved equal.	
	Product Specifications	Polo shirt, long sleeve, men's: 6.7 oz. jersey knit. Snag-free synthetic fabric, resists snags from keys, duty belts, brush and Velcro®. Doesn't pill, stays smooth. Shrink, wrinkle and fade-resistant. Saddle-shoulder construction and gusseted sleeves. Stay-flat, no-roll collar. Mic-clip attachment at collarbone. Dual pen pockets on left sleeve. Color of shirt: Black. Embroidered front: Left front breast: ERT Patch - green w/black lettering	
	Sizes	Sizes: S - 3XL	
5	Make/Model	5.11 Performance Polo #71049. Or approved equal.	
	Product Specifications	Polo shirt, short sleeve men's: 6.7 oz. jersey knit. Snag-free synthetic fabric, resists snags from keys, duty belts, brush and Velcro®. Doesn't pill, stays smooth. Shrink, wrinkle and fade-resistant fabric, has a slight sheen. Anti-microbial, moisture-wicking material prevents odor causing bacterial. Saddle-shoulder construction and gusseted sleeves. Stay-flat, no-roll collar. Mic-clip attachment at collarbone. Dual pen pockets on left sleeve. Color of shirt: Black or TDU Green. Embroidered front: Left front breast: ERT Patch - green w/black lettering	
	Sizes	Sizes: S - 3XL	
6	Make/Model	5.11 Performance Polo #61165. Or approved equal.	
	Product Specifications	Polo shirt, short sleeve women's: 6.7 oz. jersey knit. Snag-free synthetic fabric, resists snags from keys, duty belts, brush and Velcro®. Doesn't pill, stays smooth. Shrink, wrinkle and fade-resistant fabric, has a slight sheen. Anti-microbial, moisture-wicking material prevents odor causing bacterial. Saddle-shoulder construction and gusseted sleeves. Stay-flat, no-roll collar. Mic-clip attachment at collarbone. Dual pen pockets on left sleeve. Color of shirt: Black. Embroidered front: Left front breast: ERT Patch - green w/black lettering	
	Sizes	Sizes: S - XL	
7	Make/Model	5.11 Performance Polo #61165. Or approved equal.	
	Product Specifications	Polo shirt, long sleeve, women's: 94% Polyester, 6% Spandex®. Wicking technology. Breath-able mesh under-arms. Concealed collar stays, mic clips and eye-glass clip. Color of shirt: Black. Embroidered front: Left front breast: ERT Patch - green w/black lettering Silk-screened front and back.	
	Sizes	Sizes: S - XL	
8	Make/Model	5.11 Tactical MULTICAM® #72185. Or approved equal.	
	Product Specifications	Tactical rapid assault shirt, long sleeve: Cotton/poly/Spandex® knit fabric for softness, breathability and stretch. Mesh inserts in the armpit and back of the neck for greater breathability. Sleeves and collar are cotton/poly blend for durability and color retention. Zip-up collar. Saddle-shoulder design. Angled shoulder pockets. Patch panels. Flat-lock seams. No seams in the armpits to chafe. Color of shirt: Multicam. No graphics or lettering. For Marksman Observer only.	
	Sizes	Sizes: S - 3XL	
	Make/Model	5.11 Tactical #72194. Or approved equal	

9	Product Specifications	Tactical rapid assault shirt, long sleeve: Cotton/poly/Spandex® knit fabric for softness, breathability and stretch. Mesh inserts in the armpit and back of the neck for greater breathability. Sleeves and collar are cotton/poly blend for durability and color retention. Zip-up collar. Saddle-shoulder design. Angled shoulder pockets. Patch panels. Flat-lock seams. No seams in the armpits to chafe. Color of shirt: TDU Green. No graphics or lettering.
	Sizes	Sizes: S - 3XL
10	Make/Model	TRU-SPEC #TZ305. Or approved equal.
	Product Specifications	T-shirt, short sleeve, with pocket; 100% Polyester. Lightweight mesh venting at high-heat areas and wicking fabric provide excellent moisture management. Ergonomic contoured seams at shoulders and sides. Offset shoulder seams prevent chafing when layering or wearing packs. Lay-flat crew-neck collar. Extra zip-pocket for secure storage of accessories. Dual-layer fabric at high abrasion areas. Hugs the body for a tailored, base layer athletic fit. Color of shirt: Olive or Black. Sizes: Small to 3XL. Silk-screened on front only. Front: EMERGENCY RESPONSE TEAM (two lines ½" lettering on left front chest). Silk-screen color: Green with Black lettering.
	Sizes	Sizes: S - 3XL
11	Make/Model	5.11 #41017. Or approved equal.
	Product Specifications	T-shirt, short sleeve, without pocket: 100% Polyester. Tag-less labeling for comfort. Crew-neck lay-flat collar. Ergonomic contoured side and back seams move with you and does not restrict movement. Tailored fit, hugs the body for a base-layer athletic fit. Color of shirt: Olive or Black. Silk-screened on front only. Front: EMERGENCY RESPONSE TEAM (two lines ½" lettering on left front chest). Silk-screen color: Green with black lettering.
	Sizes	Sizes: S - 3XL
12	Make/Model	Hanes Beefy-T® #6307. Or approved equal.
	Product Specifications	T-shirt, short sleeve, without pocket: 6.1 oz. 100% cotton jersey. Non-chafe fabric taping reinforces neck and shoulders. Lay-flat collar keeps its shape wash after wash. Double stitching trims sleeves and bottom hem. Color of shirt: Black. Embroidered on front only. Front: EMERGENCY RESPONSE TEAM (two lines ½" lettering on left front chest). Embroidery color: green with black lettering.
	Sizes	
13	Make/Model	Women's I.C.E. Performance Polo Propper #F5357-72-001. Or approved equal.
	Product Specifications	Polo shirt, long sleeve, women's: 94% Polyester, 6% Spandex®. Wicking technology. Breath-able mesh under-arms. Concealed collar stays, mic clips and eye-glass clip. Color of shirt: Black. Embroidered upper left chest. Color of embroidery: green with black lettering.
	Sizes	Sizes: S - 3XL
14	Make/Model	TRU-SPEC No. 2420. Or approved equal.
	Product Specifications	Sweatshirt. Black, mid-weight pullover style hoodie. Plaited grid jersey knit 94% polyester/6% Spandex fabric with a 1/4 zip front zipper and front kangaroo pocket. Quarter-zip center front zipper with mic loop. Spacious hood with drawstrings. Kangaroo pocket with two concealed inside zippered pockets. Hemmed cuff with thumb holes. Knit waistband ERT Patch: (Green with black writing) Left front chest Screen Printing: NEGOTIATOR (printed on the middle of the upper back) •Each letter to be 2" tall •Bold Color of imprint to be Dark Green to match the ERT embroidered patch
	Sizes	Sizes: S - 3XL
15	Make/Model	Under Armor #TS862. Or approved equal.
	Product Specifications	Fitted, Tactical Crew Base long sleeve shirt.
	Sizes	Sizes: S - 3XL

**Exhibit C, Supplement 1
Pants Specifications**

1	Make/Model	5.11 Taclite® #74280-019. Or approved equal.
	Product Specifications	TDU Taclite® pant: 6.14 oz. Taclite® rip-stop fabric. 65% poly/35% cotton fade-resistant fabric. Self-adjusting comfort-waist. Cargo pockets with built-in dividers. Double-reinforced seat and knees. Teflon® treated for stain and soil resistance. Color of pant: #019 Black. No graphics or lettering.
	Sizes	S-4XL
2	Make/Model	Blauer #9825Z. Or approved equal.
	Product Specifications	All-weather pant: Multi-purpose, weatherproof with Kevlar® thigh patches that are heat abrasion resistant. Three-layer B.DRY® fabric is water-proof and breathable. Combined with a zip-out B.WARM® insulated fleece liner these pants are suitable for year-round wear. Front fly, cargo side pockets with flaps, adjustable zippered leg opening from the knee down, and duty belt loops with snaps. Color of pant: Black. No graphics or lettering.
	Sizes	S-3XL
3	Make/Model	5.11 Tactical V.XI XTU Pants Mfg# 74454. Or approved equal.
	Product Specifications	TDU pant, men's Color: Rager Green No graphics or lettering.
	Sizes	Waist Sizes: 28 to 44 Waist Sizes: 46 to 54
4	Make/Model	5.11 Tactical V.XI XTU Pants # 64483 Or approved equal.
	Product Specifications	TDU pant, Womens Color: Rager Green No graphics or lettering.
	Sizes	0 to 20
5	Make/Model	5.11 #74273-190. Or approved equal.
	Product Specifications	TDU Tactile pro pant, men's: 6.14 oz. 65% Polyester, 35% Cotton rip-stop fabric. Teflon® treated for soil and stain resistance. Rear strap and slash pockets. Double-reinforced seat and knees. Quick access multi-purpose pocket. Fade and wrinkle resistant. YKK® zippers. Prym® snaps. Color: TDU Green. No graphics or lettering.
	Sizes	Waist Sizes: 28 to 44 Waist Sizes: 46 to 54
6	Make/Model	5.11 Tactical Multicam® #74350-169. Or approved equal.
	Product Specifications	TDU pant, men's: MO only. 7.25 oz. twill. 65% Polyester, 35% Cotton. Fade-resistant fabric. Self-adjusting comfort waist. Cargo pockets with built-in dividers. Double-reinforced seat and knees. Teflon® treated for stain and soil resistance. Color: Multicam #169. No graphics or lettering.
	Sizes	Waist Sizes: 28 to 44 Waist Sizes: 46 to 54
7	Make/Model	5.11 #64349. Or approved equal.
	Product Specifications	TDU Tactile pro pant, women's: 6.14 oz. 65% Polyester, 35% Cotton rip-stop fabric. Teflon® treated for soil and stain resistance. Rear strap and slash pockets. Double-reinforced seat and knees. Quick access multi-purpose pocket. Fade and wrinkle resistant. YKK® zippers. Prym® snaps. Color: TDU Green. No graphics or lettering.
	Sizes	Waist Sizes: 6 to 18 Waist Sizes: 20 to 22
	Make/Model	ATLANCO #ATL-2045. Or approved equal.

8

ECWCS Trousers: MO only. 100% Taslon® HYVAT three-layer fabric that insulates. Waterproof, wind-proof, cold, moisture infiltration, evaporation and promotes ventilation. Double fabric reinforced seat and knees. Pass-through openings with single snap flaps for access to pant pockets. Specially treated base fabric for water repellency. Leg zippers up to mid-calf with hook and loop cuff closure. Zipper fly with snap closure at waist. ECWCS (expanded cold weather clothing system). Color of trousers: Multicam. No lettering or graphics.

Product Specifications

Sizes

S - 3 XL

**Exhibit C, Supplement 1
Outerwear Specifications**

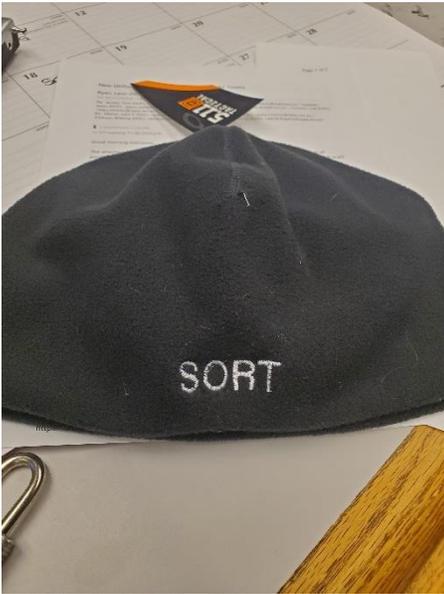
1	Make/Model	5.11 Tactical Vallant Duty Jacket #48153. Or approved equal.
	Product Specifications	Tactical duty jacket: 5-in-1 design, modular design, with zip-off sleeves. Quixip® system for side-arm access. Hidden document pockets. Three-piece hood with built-in visor. Removable ID panels at the chest and back. Badge tab at the right chest. Mic-loops on both chest pockets. Key-clip in front pocket. Elasticized cuffs with adjustable hook and loop closure. YKK® Aquaguard water repellant zippers. High-performance bar-tacking at all stress points. Integrated dra-cord for hood. Color of jacket: #019 Black. No graphics or lettering.
	Sizes	XSM-4XL
2	Make/Model	5.11 #89250. Or approved equal.
	Product Specifications	Watch cap: Polyester/fleece stays warm even when wet and won't absorb water. Color of cap: #019 Black. Embroidered on front of hat: SORT (1/2" letters). Embroidery color: White.
	Sizes	S-XL
3	Make/Model	5.11 #89260. Or approved equal.
	Product Specifications	Uniform hat, baseball style: 5.78 oz. poly/cotton twill, all fabric Teflon® finish for stain and soil resistance. Includes a sew-on Velcro panel. Adjustable hook and loop. Color of hat: #019Black. One size fits most. Embroidered on front of hat: SORT (1" letters). Embroidery color: White.
	Sizes	One fits most
4	Make/Model	5.11 Tactical Tac AK2 Gloves #GL1458. Or approved equal.
	Product Specifications	Tactical gloves: Kevlar® back panel for flash and slash protection. Tactical Touch™ precision fingertips for maximum dexterity and comfort. Durable goatskin leather palm, finger facings and fourchettes, finger joint and knuckle reinforcements, wrist closure and pull tabs. Padded palm and knuckle protection. Neoprene and Velcro® wrist closure; reinforced pull-tab. Lightweight and fast drying. Color: Black.
	Sizes	SM - XL
5	Make/Model	Viktos Operatus XP Gloves Mfg# 1206701 Or approved equal.
	Product Specifications	Tactical gloves: Viktos Operatus XP Gloves, Color: COY (Coyote)
	Sizes	XSM - 3XL
6	Make/Model	HATCH® #BNG190. Or approved equal. Price per Each (EA).
	Product Specifications	Tactical gloves: 100% Nomex® fiber protects against flash and flame hazards. Clute cut, keystone thumb style with gauntlet wrist cuff. Unlined. Color: Black.
	Sizes	SM - 2XL
7	Make/Model	MECHANIX WEAR INC. #MFF-F55. Or approved equal.
	Product Specifications	Tactical gloves: Synthetic gloves with anatomically-cut thumb area. Lycra® panels between the fingers and a two-way stretch Spandex®/foam padded back. Used for tactical/special ops, weapons handling, shooting, search and rescue Easy on/off elastic cuff assures a secure fit. Color: Black.
	Sizes	SM - 2XL
8	Make/Model	5.11 Mfg# 89163-019-1 SZ. Or approved equal.
	Product Specifications	5.11 Tactical Boistel Beanie: Color of cap: Black, Embroidered on front of hat: ERT (1/2" letters center of hat). Embroidery color: Tan.
	Sizes	One Size Fits Most
	Make/Model	5.11 #89250. Or approved equal.

9	Product Specifications	Watch cap: Polyester/fleece stays warm even when wet and won't absorb water. Color of cap: 182 OD Green. Embroidered on front of hat: ERT (1/2" letters center of hat). Embroidery color: Tan.
	Sizes	S - XL
10	Make/Model	5.11 Tactical Valant Duty Jacket #48153
	Product Specifications	Tactical duty jacket: 5-in-1 design, modular design, with zip-off sleeves. Quixip® system for side-arm access. Hidden document pockets. Three-piece hood with built-in visor. Removable ID panels at the chest and back. Badge tab at the right chest. Mic-loops on both chest pockets. Key-clip in front pocket. Elasticized cuffs with adjustable hook and loop closure. YKK® Aquaguard water repellent zippers. High-performance bar-tacking at all stress points. Integrated draw-cord for hood. Color of jacket: Black 019 (for SOG); Sheriff Green 890 (for MO). No graphics or lettering.
	Sizes	XSM- 4XL
11	Make/Model	5.11 #89260. Or approved equal
	Product Specifications	Uniform hat, baseball style: 5.78 oz. poly/cotton twill, all fabric Teflon® finish for stain and soil resistance. Includes a sew-on Velcro panel. Adjustable hook and loop. Color of hat: TDU Green 190. One size fits most. Embroidered on front of hat: ERT (1" letters). Embroidery color: Tan.
	Sizes	One Size Fits Most
12	Make/Model	5.11 Tactical TAC AK2 Gloves #59341. Or approved equal.
	Product Specifications	Tactical gloves: Kevlar® back panel for flash and slash protection. Tactical Touch™ precision fingertips for maximum dexterity and comfort. Durable goatskin leather palm, finger facings and fourchettes, finger joint and knuckle reinforcements, wrist closure and pull tabs. Padded palm and knuckle protection. Neoprene and Velcro® wrist closure; reinforced pull-tab. Lightweight and fast drying. Color: Black.
	Sizes	SM - XL
13	Make/Model	HATCH® #BNG190. Or approved equal.
	Product Specifications	Tactical gloves: 100% Nomex® fiber protects against flash and flame hazards. Clute cut, keystone thumb style with gauntlet wrist cuff. Unlined. Color: Black.
	Sizes	SM - 2XL
14	Make/Model	MECHANIX WEAR, INC. #MFF-F55. Or approved equal.
	Product Specifications	Tactical gloves: Synthetic gloves with anatomically-cut thumb area. Lycra® panels between the fingers and a two-way stretch Spandex®/foam padded back. Used for tactical/special ops, weapons handling, shooting, search and rescue Easy on/off elastic cuff assures a secure fit.
	Sizes	SM - 2XL
15	Make/Model	ATLANTCO #ATL-2026. Or approved equal
	Product Specifications	ECWCS Parka: MO only. 100% Taslon®. Cobra hood with draw-string. Elasticized inside draw-skirt with draw-cord at waist. Two concealed map pockets at front zipper with hook and loop closures. HYVAT three-layer fabric that insulates. Waterproof, wind-proof, cold, moisture infiltration, evaporation and promotes ventilation. ECWCS (expanded cold weather clothing system). Color of jacket: Multicam. No lettering or graphics.
	Sizes	SM - 3XL
16	Make/Model	Proper LS1 #F5428. Or approved equal.
	Product Specifications	Jacket, soft shell (MO only). 100% Polyester. Water resistant. Full-zip front with two-way double slides for easy CCW access. Pull-out ID or badge panel on left chest. Zip-vent under arms for regulating temperature. Dual bicep and wrist pockets with zip-closure. Warrant pocket with magnetic closure on chest pocket and two internal stash pockets. Dual-access zip-pocket on lower back with magnetic closures. No lettering or graphics. Color: Olive Drab.
	Sizes	SM - 4XL

Exhibit C, Supplement 1

1	Make/Model	5.11 ATAC #12392. Or approved equal
	Product Specifications	Storm/waterproof, 8" side-zip boot, men's: High performance waterproof boot designed to be lightweight and breathable. Blood-borne pathogen resistant membrane for protection against blood-borne pathogens. Hidden pocket fits a small handcuff key or knife. Full-grain leather with anti-bacterial and moisture-wicking liner to keep feet cool and dry. Oil and slip-resistant out-sole with cushioned insole for shock absorption. Color: Black.
	Sizes	Regular 4, 5, 6-12, 13, 14, 15; Wide 7-12, 13
2	Make/Model	511 ATAC #12405. Or approved equal.
	Product Specifications	Storm/waterproof, 8" side-zip boot, women's: High performance waterproof boot designed to be lightweight and breathable. Blood-borne pathogen resistant membrane for protection against blood-borne pathogens. Hidden pocket fits a small handcuff key or knife. Full-grain leather with anti-bacterial and moisture-wicking liner to keep feet cool and dry. Oil and slip-resistant out-sole with cushioned insole for shock absorption. Color: Black.
	Sizes	5 to 10
3	Make/Model	5.11 Tactical #1203. Or approved equal
	Product Specifications	Tactical desert 6" boot, men's: SOG only. Waterproof, breathable, blood-borne pathogen resistant membrane. Toe is reinforced. Ghillie closed-loop speed laces, on a lightweight rip-stop frame with waterproof Nubuck and suede overlays. Color: Dark Coyote.
	Sizes	Regular 4, 5, 6-12, 13, Wide 7-12, 13
4	Make/Model	Altai Boots #MFP100. Or approved equal.
	Product Specifications	Tactical boot, 8", waterproof, men. VIBRAM® out-sole. SuperFabric® upper, waterproof and polish-able leather toe. Color: Black.
	Sizes	5 to 13
5	Make/Model	Danner #HGT18. High Ground. Or approved equal.
	Product Specifications	Boot, 8", men. Color: Black.
	Sizes	7 through 14
6	Make/Model	Danner #46228. Or approved equal.
	Product Specifications	Boot, 8", men's: High Ground GORETEX®, 100GR Thinsulate® lining. Realtree Xtra® Camo.
	Sizes	6-12, 13, 14, 16 and 8-12, 13, 14 Wide
7	Make/Model	Salomon, QUEST 4D FORCES 2 EN #L47220800, Earth Brown Or approved equal.
	Product Specifications	Boot, QUEST 4D FORCES 2 EN combat boot, Unisex Color: Earth Brown
	Sizes	Regular 4, 5, 6-12, 13, 14, 15; Wide 7-12, 13
8	Make/Model	Lowa, ZEPHYR MK2 MID, COYOTE OP, #3108560731 Or approved equal.
	Product Specifications	Boot, ZEPHYR MK2 MID, Mens, Color: Coyote OP
	Sizes	Regular 7.5 through 16

**Exhibit C, Supplement 2: Embroidery Examples
SORT Products**



SORT Cap



SORT Ball Cap



SORT T-Shirt



SORT Personalized Patch

**Exhibit C, Supplement 2: Embroidery Examples
ERT Products**



ERT Personalized T-Shirt





ERT Embroider Patch



ERT T-Shirt with Embroider Patch

Exhibit D: Price and Payment Schedule

1. Contract Pricing.

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, certifications, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

2. Price Schedule(s).

The following price schedule(s) are hereby attached and incorporated into this Exhibit D as follows:

2.1 Exhibit D: Price Schedule

3. Prompt Payment Discount.

Contractor offers the following payment discount(s): [to be completed based on response to the solicitation and any negotiations, for example:

- 5% in 10, Net 30, and
- 3% in 15, Net 30.]

When applicable, the State will apply the discount at the time of payment.

4. Delivery.

Contractor must deliver the ordered goods [to be completed based on response to the solicitation and any negotiations (i.e., 10 days, 6 weeks, etc.)], after receipt of order (ARO).

5. Transportation.

All prices must be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order.

6. Taxes.

Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to <http://www.revenue.state.mn.us> to learn about the applicable sales tax (search "Fact Sheet 142").

**Exhibit D, Supplement 1
Sample Invoice and Quote**

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Purchase Order Number
- Minnesota Correctional Facility Location
- Authorized DOC Representative
- Item Description
- Item Size
- Item Number
- Item Quantity
- Price