

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

February 22, 2006

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B5200287**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE (215) 737-4449 <b>Elizabeth Ferrero</b>
<b>Defense Supply Center Philadelphia</b> <b>700 Robbins Avenue</b> <b>Philadelphia, PA 19111</b>  elizabeth.ferrero@dla.mil		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-0301 <b>Sue Cieciva</b>
Contract Compliance Inspector: Jason Nairn (517) 241-2188 <b>Prime Vendor Fire and Emergency Services Program for Homeland Security</b> <b>Statewide Contract</b>		
CONTRACT PERIOD: From: <b>April 29, 2005</b>		To: <b>September 30, 2006</b>
TERMS	<b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B.	<b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Effective IMMEDIATELY this contract is hereby INCREASED by \$5,813,913.00**

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

**AUTHORITY/REASON:**

**Per agency request (Jason Nairn) dated February 7, 2006 and State Administrative Board Approval on February 21, 2006.**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$11,627,826.00**

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

May 25, 2005

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B5200287**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Defense Supply Center Philadelphia</b> <b>700 Robbins Avenue</b> <b>Philadelphia, PA 19111</b>  elizabeth.ferrero@dla.mil	TELEPHONE (215) 737-4449 <b>Elizabeth Ferrero</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0301 <b>Sue Cieciva</b>
Contract Compliance Inspector: Jason Nairn (517) 241-2188 <b>Prime Vendor Fire and Emergency Services Program for Homeland Security</b> <b>Statewide Contract</b>	
CONTRACT PERIOD: From: <b>April 29, 2005</b> To: <b>September 30, 2006</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

**Remit Payments to:**

**(2) 314420477 (003)**

**DFAS**  
**P.O. Box 182204**  
**Columbus, OH 43218-2204**

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

**Estimated Contract Value: \$5,813,913.00**

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

May 2, 2005

**NOTICE  
 TO  
 CONTRACT NO. 071B5200287  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Defense Supply Center Philadelphia          700 Robbins Avenue          Philadelphia, PA 19111</b>  elizabeth.ferrero@dla.mil	TELEPHONE (215) 737-4449 <b>Elizabeth Ferrero</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0301 <b>Sue Cieciva</b>
Contract Compliance Inspector: Jason Nairn (517) 241-2188 <b>Prime Vendor Fire and Emergency Services Program for Homeland Security          Statewide Contract</b>	
CONTRACT PERIOD: From: <b>April 29, 2005</b> To: <b>September 30, 2006</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**The terms and conditions of this Contract are those attached.**

**Estimated Contract Value: \$5,813,913.00**



STATE OF MICHIGAN

JENNIFER M. GRANHOLM  
GOVERNOR

DEPARTMENT OF MANAGEMENT & BUDGET  
LANSING

MITCH IRWIN  
DIRECTOR

May 2, 2005

MEMORANDUM

TO: State and Local Agencies

FROM: Sue Cieciwa, Buyer

SUBJECT: Prime Vendor Fire and Emergency Services Program for  
Homeland Security

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Defense Supply Center Philadelphia (DSCP), a field activity of the Defense Logistics Agency, established a prime vendor contract in the Fire and Emergency Services area primarily to support the military. The concept was expanded to include any state and local agency that has received Homeland Security federal grant funds. This will allow state and local agencies to access the benefits of this fully competed contract and will expedite the acquisition of grant-approved equipment within the required grant performance period, assuring that all available funds are expended and do not lapse.

The implementation of the DSCP "Fire and Emergency Services Prime Vendor Program" provides the opportunity for authorized state and local emergency responders to acquire fire fighting, rescue, emergency, safety, hazardous material containment, and weapons of mass destruction equipment, services, and training. DSCP awarded Contract #SP0500-04-DBP21 to Lion-Vallen Industries. The contract period is October 1, 2004 to September 30, 2006, with the option to exercise one or more additional years, not to exceed eight years. The acquisition was competed and evaluated in accordance with Federal Acquisition Regulations, which included a review of over 500 items. Equipment and vendors are continuously being evaluated and added to the prime vendor program.

Acquisition Services executed the attached Memorandum of Agreement with DSCP to participate in the program, which is extended to local units of government through the MiDeal Program. General information, ordering instructions, and contact information are listed on [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Click on the Homeland Security Purchasing icon located on the left side of the screen. Please contact John McLoughlin at [jmcloughlin@lionvallen.com](mailto:jmcloughlin@lionvallen.com) or 1-888-848-5599 if you have questions.

Note to State Agencies: Contract No. 071B5200287 was established on MAIN to allow state agencies to issue contract releases.

ATTACHMENT

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
DEFENSE SUPPLY CENTER PHILADELPHIA  
AND  
THE STATE OF MICHIGAN**

**PURPOSE**

This Memorandum of Agreement sets forth the working arrangement between the Defense Supply Center Philadelphia (DSCP) and the State of Michigan. The Agreement covers the State of Michigan's participation in and funding to support the sale of firefighting and emergency services equipment and services to the State of Michigan through the utilization of existing DSCP Contract SP0500-04-D-BP21 awarded to Lion-Vallen Industries and any follow-on contract that DSCP may award.

**SCOPE**

The items that the State of Michigan and local units of government are authorized to purchase under this Agreement are limited to those items authorized by its grant(s) from the Department of Homeland Security Office of Domestic preparedness (DHS ODP) using only federal funds available under the grant(s). The contracts under which the State of Michigan and local units of government are authorized to procure supplies and services is governed by the Memorandum of Agreement entered into between DSCP and DHS ODP and may be expanded if the scope of that Agreement is expanded.

**AUTHORITY**

This Agreement is entered into under the authority of Department of Defense Regulation 7000.14-R, wherein a supply management business area, such as DSCP, is authorized to sell to a limited number of authorized customers, including federally funded activities or activities empowered to perform a federal-government legislated activity, and the current Memorandum of Agreement between DSCP and DHS ODP dated August 23, 2000 or any subsequent Agreement between the parties authorizing DSCP to sell products to state and local government entities receiving grants from DHS ODP.

**UNDERSTANDINGS OF THE PARTIES**

1. DSCP awarded Contract SP0500-04-D-BP21 after full and open competition in accordance with the statutes and regulations governing the award of Department of Defense contracts.

2. The terms and conditions of Contract SP0500-04-D-BP21 are applicable to all procurements by the State of Michigan and local units of government. The purchaser may not add any additional terms and conditions to those set forth in this contract awarded by DSCP.
3. The pricing of items available under this Agreement is in accordance with the terms and conditions of the DSCP contract being used under this program. The purchaser may not make any pricing changes to the items available under this contract.
4. The items available under Contract SP0500-04-D-BP21 and any additional contracts added by agreement between DSCP and DHS ODP are limited to those items that are within the scope of the solicitation and contract awarded by DSCP. The items that are within the scope of the contracts are solely determined by DSCP and the purchaser may not procure any item under this Agreement that is determined by DSCP to be outside the scope of the contract.
5. All DSCP contracts contain procurement restrictions limiting the availability of foreign made items under the contracts. The purchaser cannot procure any items under this Agreement that violate any of the applicable procurement restrictions pertaining to foreign made items. The major procurement restrictions applicable to the contracts being used under this Agreement are the Berry Amendment, the Buy American Act and the Trade Agreements Act. A short summary of the provisions of these restrictions is attached hereto.
6. All procurements by the purchaser under this Agreement are subject to the terms and conditions of the grant agreement between DSCP and DHS ODP. No items may be procured using the DSCP contracts that are not authorized under the terms of the grant agreement.
7. Remedies available under this agreement are those set forth in Contract SP0500-04-D-BP21 between DSCP and Lion-Vallen Industries.

#### **ORDERING PROCESS**

1. Prior to placing orders with DSCP under this Agreement, the purchaser must request a Department of Defense Activity Address Code (DODAAC) from DSCP, either through the contracting officer or the contractor that has the contract being used to support the purchases by the purchaser.
2. Prior to placing orders with DSCP under this Agreement, the State of Michigan must provide the contracting officer with a copy of its grant agreement(s) with DHS ODP. The federal funds available under the grant agreement(s) will be the maximum that the State of Michigan can spend for purchases from DSCP contracts.

3. The purchaser will place all orders through Lion-Vallen Industries which has a contract covering the geographic area where the purchaser is located.
4. Deliveries will be made to the purchaser in accordance with the terms and conditions of the DSCP contract that is used to support the purchases. Specific delivery points and times for delivery will be agreed to between the purchaser and Lion-Vallen Industries when the order is placed.

#### **BILLING SYSTEM**

1. DSCP will pay the contractor for all sales made to the purchaser and other customers in accordance with the terms and conditions of the applicable contract. The purchaser is not to make payments directly to the contractor for items purchased under the terms of this Agreement.
2. The DODAAC signal fund code and supplemental address (if applicable) will be used by DSCP to generate the billings to the purchaser.
3. DSCP will bill the purchaser monthly for all products purchased during that month at the catalogue price, which includes a DSCP cost recovery to cover DSCP personnel costs for receiving and processing orders, acquisition, vendor invoicing, customer assistance, transportation and storage costs, and overhead. The cost recovery rate is subject to change each fiscal year. In addition, due to the terms and conditions of the DSCP contracts, pricing is also subject to change at various times during the term of the contract. Any changes will be reflected in the catalogue price.
4. DSCP will bill the purchaser using a Standard Form 1080, Voucher for Transfer Between Appropriations and/or Funds.
5. The purchaser will make payments to the Defense Finance and Accounting Service, ATTN:DFASCO-FPS/S, POB 182204, Columbus, Ohio 43218-2204, within thirty (30) days of the receipt of the completed Standard Form 1080 from DSCP.

#### **CUSTOMER SERVICE**

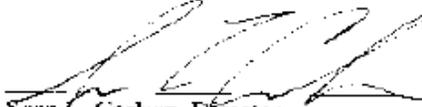
1. Upon the execution of this Agreement, DSCP will provide to the State of Michigan the name and contact information of the DSCP customer service representative assigned to the contract.
2. Any questions or problems encountered by the State of Michigan and local units of government should be directed to the customer service representative.

**PERIOD OF AGREEMENT**

1. This Agreement will be effective upon the signature of all of the parties and will remain in effect concurrent with Contract SP0500-04-D-13P21, including any option term of the contract, unless amended prior to that time through mutual agreement of the parties.
2. Each party to the Agreement may terminate the Agreement by giving thirty (30) days notice to the other party.
3. Any changes in the underlying Agreement between DSCP and DHS ODP will be incorporated into the Agreement with the consent of both parties.

**SIGNATURES**

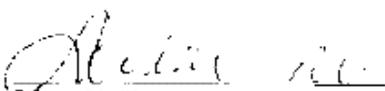
STATE OF MICHIGAN



Sean L. Carlson, Director  
Department of Management & Budget  
Acquisition Services

4/28/05  
Date

DEFENSE SUPPLY CENTER PHILADELPHIA



Diane Neff  
Contracting Officer  
Construction and Equipment Directorate

4/29/05  
Date