

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

March 18, 2013

**CHANGE NOTICE NO. 4**  
 to  
**CONTRACT NO. 071B1300372**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Protective Products Enterprises, Inc. 2102 SW 2 <sup>nd</sup> Street Pompano Beach, FL 33069	Vania Cotera	<a href="mailto:vcotera@pbearmor.com">vcotera@pbearmor.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(954) 630-0900 Ext. 1450	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP/DOC	Victoria Olivarez	(517) 241-1064	<a href="mailto:Olivarezv1@michigan.gov">Olivarezv1@michigan.gov</a>
		Brent Travelbee	(517) 243-3005 (517) 241-7640	<a href="mailto:Travelbc@michigan.gov">Travelbc@michigan.gov</a>
BUYER	DTMB	Paula Hurst	(517) 241- 7233	<a href="mailto:Hurstp2@michigan.gov">Hurstp2@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: Concealable Body Armor – Michigan State Police and Department of Corrections			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 26, 2011	August 25, 2014	2, 1 Yr. Options	August 15, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	30-45 Calendar Days ARO	Sunrise, FL
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
No Minimum Delivery			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$900,000.00		\$3,586,020.00		

Effective February 28, 2013, the Contractors address has changed to:

2102 SW 2<sup>nd</sup> Street  
 Pompano Beach, FL 33069

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

Per vendor request dated February 28, 2013, DTMB Procurement agreement.

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

**CHANGE NOTICE NO. 3**  
 to  
**CONTRACT NO. 071B1300372**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Protective Products Enterprises, Inc. 1655 NW 136 Avenue Sunrise, FL 33324	Vania Cotera	<a href="mailto:vcotera@pbearmor.com">vcotera@pbearmor.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(954) 630-0900 Ext. 1450	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP/DOC	Victoria Olivarez	(517) 241-1064	<a href="mailto:Olivarezv1@michigan.gov">Olivarezv1@michigan.gov</a>
		Brent Travelbee	(517) 243-3005 (517) 241-7640	<a href="mailto:Travelbc@michigan.gov">Travelbc@michigan.gov</a>
BUYER	DTMB	Paula Hurst	(517) 241- 7233	<a href="mailto:Hurstp2@michigan.gov">Hurstp2@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: Concealable Body Armor – Michigan State Police and Department of Corrections			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 26, 2011	August 25, 2014	2, 1 Yr. Options	August 15, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	30-45 Calendar Days ARO	Sunrise, FL
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
No Minimum Delivery			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$900,000.00		\$3,586,020.00		
Effective September 13, 2012, this Contract is INCREASED by \$900,000.00.				
All other terms, conditions, specifications, and pricing remain the same.				
Per agency request, vendor agreement, DTMB Procurement agreement, and the approval of the State Administrative Board dated September 13, 2012.				

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

June 12, 2012

**CHANGE NOTICE NO. 2**  
 to  
**CONTRACT NO. 071B1300372**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Protective Products Enterprises, Inc. 1655 NW 136 Avenue Sunrise, FL 33324	Marlena Botes	mbotes@pbsinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 413-5155 ext. 1285	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MSP/DOC	Victoria Olivarez/Brent Travelbee	(517) 241-1064 (517) 243-3005 (517) 241-7640	<a href="mailto:Olivarezv1@michigan.gov">Olivarezv1@michigan.gov</a> <a href="mailto:travelbc@michigan.gov">travelbc@michigan.gov</a>
BUYER:		DTMB	Paula Hurst	(517) 241-7233

CONTRACT SUMMARY:				
DESCRIPTION: <b>Concealable Body Armor – Michigan State Police &amp; Department of Corrections</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE	
8/26/2011	8/25/2014	Two	8/25/2011	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
Net 45 Days	Delivered	30-45 Calendar Days ARO	Sunrise, FL	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
MINIMUM DELIVERY REQUIREMENTS:				
No Minimum Delivery				

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE: N/A	NEW EXPIRATION DATE: N/A
Change Notice to revise the Customer Service Contact in Section 1.6.1 to Beverly Slavick (800) 413-5155 and the Contractor Key Personnel Contact in Section 1.3.3 to Marlena Botes (800) 413-5155. Also, Protective Product Enterprises, Inc. has become a subsidiary of Point Blank Enterprises, Inc.		
VALUE/COST OF CHANGE NOTICE:	\$0.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$2,686,020.00	

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

**CHANGE NOTICE NO. 1**  
**OF**  
**CONTRACT NO. 071B1300372**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR		TELEPHONE <b>Cory Provenzano</b> <b>(954) 846-8222</b>
<b>Protective Products Enterprises, Inc.</b> <b>1655 NW 136 Avenue</b> <b>Sunrise, FL 33324</b>  <b>Email: <a href="mailto:cprovenzano@body-armor.com">cprovenzano@body-armor.com</a></b>		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-9776 <b>Paula Hurst</b>
Contract Compliance Inspector: Victoria Olivarez (MSP) (517) 322-3394/Brent Travelbee (DOC) (517) 243-3005 <b>Concealable Body Armor – Michigan State Police &amp; Department of Corrections</b>		
CONTRACT PERIOD: <b>3 yrs. + 2 one-year options</b> From: <b>August 26, 2011</b> To: <b>August 25, 2014</b>		
TERMS	<b>Net 45 Days</b>	SHIPMENT <b>30-45 Calendar Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Sunrise, FL</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		
MISCELLANEOUS INFORMATION:		

**THIS CONTRACT IS HEREBY EXTENDED TO AUTHORIZED MIDEAL MEMBERS.**

**NATURE OF CHANGE(S):**

**Effective February 28, 2012 the Buyer has been changed to:**

**Paula Hurst**  
**Phone: (517) 373-9776**  
[\*\*hurstp2@michigan.gov\*\*](mailto:hurstp2@michigan.gov)

**All other terms, conditions specifications and prices remain unchanged.**

**AUTHORITY/REASON:**

**Per DTMB Procurement's approval**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS:    \$2,686,020.00**

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

August 25, 2011

**NOTICE  
 OF  
 CONTRACT NO. 071B1300372  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR		TELEPHONE <b>Cory Provenzano (954) 846-8222</b>
<b>Protective Products Enterprises, Inc.</b> <b>1655 NW 136 Avenue</b> <b>Sunrise, FL 33324</b> <b>Email: <a href="mailto:cprovenzano@body-armor.com">cprovenzano@body-armor.com</a></b>		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-7233 <b>Don Mandernach</b>
Contract Compliance Inspector: Victoria Olivarez (MSP) (517) 322-3394/Brent Travelbee (DOC) (517) 243-3005 <b>Concealable Body Armor – Michigan State Police &amp; Department of Corrections</b>		
CONTRACT PERIOD: <b>3 yrs. + 2 one-year options</b> From: <b>August 26, 2011</b> To: <b>August 25, 2014</b>		
TERMS	<b>Net 45 Days</b>	SHIPMENT <b>30-45 Calendar Days ARO</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM <b>Sunrise, FL</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		
MISCELLANEOUS INFORMATION:		

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

**TOTAL ESTIMATED CONTRACT VALUE: \$2,686,020.00**

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

**CONTRACT NO. 071B1300372  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR  <b>Protective Products Enterprises, Inc.          1655 NW 136 Avenue          Sunrise, FL 33324</b>  Email: <a href="mailto:cprovenzano@body-armor.com">cprovenzano@body-armor.com</a>	TELEPHONE <b>Cory Provenzano          (954) 846-8222</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 241-7233 <b>Don Mandernach</b>
Contract Compliance Inspector: Victoria Olivarez (MSP) (517) 322-3394/Brent Travelbee (DOC) (517) 243-3005 <b>Concealable Body Armor – Michigan State Police &amp; Department of Corrections</b>	
CONTRACT PERIOD: <b>3 yrs. + 2 one-year options</b> From: <b>August 26, 2011</b> To: <b>August 25, 2014</b>	
TERMS  <p style="text-align: center;"><b>Net 45 Days</b></p>	SHIPMENT  <p style="text-align: center;"><b>30-45 Calendar Days ARO</b></p>
F.O.B.  <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM  <p style="text-align: center;"><b>Sunrise, FL</b></p>
MINIMUM DELIVERY REQUIREMENTS  <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <b>THIS CONTRACT IS HEREBY EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT.</b>  The terms and conditions of this Contract are those of RFP #071I1300163, this Contract Agreement and the vendor's quote dated June 15, 2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.  <b>Estimated Contract Value: \$2,686,020.00</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the RFP #071I1300163. Orders for delivery will be issued directly by the Michigan Department of Community Health through the issuance of a Purchase Order Form.

**All terms and conditions of the invitation to bid are made a part hereof.**

**FOR THE CONTRACTOR:**

**FOR THE STATE:**

**Protective Products Enterprises, Inc.**  
 \_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Authorized Agent Signature

\_\_\_\_\_  
 Authorized Agent (Print or Type)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name/Title

\_\_\_\_\_  
 Division

\_\_\_\_\_  
 Date



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

Contract No. 071B100372  
Concealable Body Armor  
Michigan State Police & Department of Corrections

Buyer Name: Donald Mandernach  
Telephone Number: (517) 241-7233  
E-Mail Address: mandernachd@michigan.gov



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## Definitions

**This section provides definitions for terms used throughout this document.**

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

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

**Chronic Failure** - as defined in applicable Service Level Agreements.

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

**Contractor** – the awarded bidder after the Effective Date.

**Days** - Business Days unless otherwise specified.

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

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

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

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

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

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

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

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

**State** - the State of Michigan.

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

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

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

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



## **Article 1 – Statement of Work**

### **1.1 Project Identification**

This Contract provides concealable body armor for the Michigan State Police, Department of Corrections and MiDEAL members.

#### **1.1.1 Project Request – Deleted – Not Applicable**

#### **1.1.2 Background – Deleted – Not Applicable**

### **1.2 Scope of Work and Deliverable(s)**

#### **1.2.1 In Scope – Deleted - Not Applicable**

#### **1.2.2 Deliverable(s)**

The Contractor must provide the following Deliverable(s):

The Contractor must deliver Concealable Body Armor that meets all the listed specifications to the drop point locations listed in **Attachment B – Price Proposals and Drop Points**.

#### **1.2.3 Quantity**

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

#### **1.2.4 Ordering**

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

#### **1.2.5 Alternate Bids – Deleted – Not Applicable**

### **1.3 Management and Staffing**

#### **1.3.1 Project Management**

The Contractor will carry out this project under the direction and control of the MSP and Corrections agencies. The Project Leaders are:

#### **MSP:**

Tpr. Ted Therrien  
Phone: (517) 322-1978

#### **Corrections:**

Brent Travelbee  
Phone: (517) 243-3005

#### **1.3.2 Reports**

The Contractor must submit the following periodic reports to the State: usage reports, including quantity and dollars for State and MiDEAL members. In addition, the Contractor must provide the following reports, when requested by MSP and Corrections:

Reports should include status of delivery, production, material test data, performance investigations and remedial actions, and any and all developments that may be vital to appropriate execution and application of all contract terms. Reports should be submitted electronically to MSP and Corrections at the below email addresses:



**MSP:**

Tpr. Ted Therrien  
 E-mail: [Therriet@michigan.gov](mailto:Therriet@michigan.gov)

**Corrections:**

Brent Travelbee  
 E-mail: [travelbc@michigan.gov](mailto:travelbc@michigan.gov)

**1.3.3 Staff, Duties, and Responsibilities**

Contractor’s Key Personnel and physical location during Contract performance:

Cory Provenzano – Director, Business Development  
 Protective Products Enterprises, Inc.  
 1655 NW 136 Avenue  
 Sunrise, Florida 33324  
 Phone: (954) 846-8222  
 Email: [Cprovenzano@body-armor.com](mailto:Cprovenzano@body-armor.com)

**1.3.4 Meetings**

The State may request a kick-off meeting with the Contractor within thirty (30) days of the Effective Date. The State may request other meetings as it deems appropriate.

**1.3.5 Place of Performance**

The bidder must list the location of all facilities that will be involved in performing the Contract:

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
1655 NW 136 Avenue	Protective Products Enterprises, Inc.	100%
Sunrise, FL 33323		

**1.3.6 Reserved**

**1.3.7 Binding Commitments**

The Contractor identifies its representatives with the authority to make binding commitments on the Contractor’s behalf and state the extent of that authority, as follows:

Cory Provenzano, Director, Business Development – Complete authority to make binding commitments on Contractor’s behalf.

**1.3.8 Training**

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

**1.3.9 Security**

The Contractor may be required to make frequent deliveries to State facilities. The Contractor shall ensure the security and safety of these facilities, including, but not limited to, performance of background checks on its personnel. The Contractor shall perform background checks, and be able to provide data that includes: what the background check consists of, the name of the company that performs the background checks, whether the Contractor uses uniforms and ID badges, etc. The Contractor must be able to provide a document stating that its personnel have satisfactorily completed a background check and are suitable for State work.



The State may decide to perform an additional background check under Section 2.4.9, Background Checks. If so, the Contractor must provide a list of all personnel, including name and date of birth that will be assigned to State work.

#### **1.4 Delivery and Acceptance**

##### **1.4.1 Time Frames**

All Deliverable(s) must be delivered within **30 – 45 Days** after receipt of order. The receipt of order date is governed in the same manner as notices sent under Section 2.3.6, Notices. See **Attachment B** for list of MSP and DOC shipping locations.

##### **1.4.2 Minimum Order**

The State's minimum order is one (1) vest or carrier.

##### **1.4.3 Packaging – Deleted – Not Applicable**

##### **1.4.4 Palletizing – Deleted – Not Applicable**

##### **1.4.5 Delivery Term**

The following are applicable to all deliveries:

- (a) The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date to the location(s) specified on the Purchase Order.
- (b) The Contractor must ship the Deliverable(s) "F.O.B. Destination.
- (c) The State will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

##### **1.4.6 Acceptance Process**

The acceptance process is defined in Section 2.8.4, Acceptance of Deliverable(s), unless otherwise defined in this section. MSP, DOC and MiDEAL members have 60 days to return vest for alterations at no cost to the department.

##### **1.4.7 Criteria**

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

The MSP or DOC representative, or their designee, will inspect all concealable body armor and approve acceptance of goods upon delivery per Section 2.8.

#### **1.5 Proposal Pricing**

##### **1.5.1 Pricing**

The pricing details are provided in **Attachment B**.

##### **1.5.2 Quick Payment Terms – Deleted – Not Applicable**

##### **1.5.3 Price Term**

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

##### **1.5.4 Tax Excluded from Price**

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



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

### **1.5.5 Invoices**

The Contractor must submit invoices that, at a minimum, includes:

- (a) Date
- (b) PO #
- (c) Quantity
- (d) Deliverable
- (e) Unit Price
- (f) Shipping Cost (if any)
- (g) Total Price

## **1.6 Commodity Requirements**

### **1.6.1 Customer Service**

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

The Contractor shall have: (a) one or more knowledgeable individual(s) specifically assigned to State of Michigan accounts that will respond to State agency inquiries promptly; and (b) a statewide toll-free number for customer service calls.

Protective Products Enterprises, Inc.  
Contact: Yanela Descorbeth  
Phone: (800) 509-9111 or directly at (954) 703-7628

### **1.6.2 Research and Development**

The research and development department for Protective Products Enterprises, Inc. consists of the Vice President of R&D, 1 ceramic engineer, 2 technical drawing employees, 3 ballistic range employees, and 2 sample makers. This team works directly with ballistic and non-ballistic material suppliers and evaluates new materials through ballistic testing and design of products.

### **1.6.3 Quality Assurance Program**

The Contractor is ISO 9001:2008 certified.

### **1.6.4 Warranty for Deliverable(s)**

The Contractor's warranty is listed in **Attachment C – Contractor Warranty Information**

### **1.6.5 Special Incentives – Deleted – Not Applicable**

### **1.6.6 Energy Efficiency – Deleted – Not Applicable**

### **1.6.7 Environmental Requirements**

The State prefers to purchase products that impact the environment less than competing products. Environmental components that may be considered include: recycled content, recyclability, and the presence of undesirable materials in the products, especially persistent, bioaccumulative, and toxic chemicals. The Contractor states:



The Contractor manufactures life-saving products and is not able to use recycled components in the construction of a ballistic vest. The excess ballistic material is packaged and shipped to recycling companies that use the ballistic fiber for various manufacturing purposes.

**1.6.8 Recycled Content and Recyclability**

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

0 % (total estimated percentage of recovered material)

25 % (estimated percentage of post-consumer material)

0 % (estimated percentage of post-industrial waste)

(b) **Packaging.** The State prefers packaging materials that:

- (i) are made from recycled content that meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard);
- (ii) minimize or eliminate the use of polystyrene and other difficult to recycle materials;
- (iii) minimize or eliminate the use of packaging and containers or, in the alternative, minimize or eliminate the use of non-recyclable packaging and containers;
- (iv) provide for a return program where packaging can be returned to a specific location for recycling; and
- (v) contain materials that are easily recyclable in Michigan.

The Contractor individually packages each unit of body armor in a corrugated cardboard box that has a recycling content of 25%.

**1.6.9 Materials Identification and Tracking**

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

USC 11001 *et seq.*, as amended. This list must be updated whenever any other chemical to be delivered is hazardous.

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

(b) **Mercury Content.** Under MCL 18.1261d, the Contractor must offer mercury-free products whenever possible. The Contractor must explain if it intends to provide products containing mercury and whether cost competitive alternatives exist. If cost competitive alternatives do not exist, the Contractor must disclose the amount or concentration of mercury and justification as to why this particular product is essential. All products containing mercury must be labeled as containing mercury.

(c) **Brominated Flame Retardants.** The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractors product does not contain BFRs.



(d) **Environmental Permits and Requirements.** The Contractor is not in violation of any environmental laws. The Contractor must immediately notify DTMB-Purchasing Operations of the receipt of any EPA, State, or local agency communication indicating that any of the Contractor's facilities are in violation of applicable environmental laws.

## **1.7 Extended Purchasing**

### **1.7.1 MiDEAL**

The Management and Budget Act, MCL 18.1263, permits the State to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, or community or junior college (MiDEAL Members). A current listing of approved MiDEAL Members is available at: [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Estimated requirements for MiDEAL Members are not included in the quantities shown in this RFP.

The Contractor must supply Deliverable(s) to Official State Law Enforcement and MiDEAL Members at the established State Contract prices and terms, subject to Section 2.22.1, MiDEAL Requirements.

### **1.7.2 State Employee Purchases**

The State requires that only Official State Law Enforcement employees are able to purchase from this Contract. The Contractor has stated that it will supply Deliverable(s) to Official State Law Enforcement employees on a direct and individual basis. The Official State Law Enforcement Employees will be fitted at their respective locations throughout the State of Michigan by the Contractor's territory manager and the products will be delivered to the address specified by the Official Law Enforcement Employee. Deliverable(s) supplied to State employees are subject to Section 2.22.3, State Employee Purchase Requirements.



## **Article 2 – Terms and Conditions**

### **2.1 Contract Term**

#### **2.1.1 Contract Term**

The Contract term begins approximately August 26, 2011 and expires August 25, 2014. All outstanding Purchase Orders will expire upon the termination of this Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Purchasing Operations. Absent an early termination, Purchase Orders issued, but not expired, by the end of the Contract's term will remain in effect until the next September 30.

#### **2.1.2 Options to Renew**

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

### **2.2 Payments and Taxes**

#### **2.2.1 Fixed Prices for Deliverable(s)**

See Section 2.3.5 – Price Changes.

#### **2.2.2 Payment Deadlines**

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

#### **2.2.3 Invoicing and Payment – In General – Deleted - Not Applicable**

#### **2.2.4 Pro-ration – Deleted - Not Applicable**

#### **2.2.5 Final Payment and Waivers**

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

#### **2.2.6 Electronic Payment Requirement**

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

#### **2.2.7 Employment Taxes**

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

#### **2.2.8 Sales and Use Taxes**

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



## **2.3 Contract Administration**

### **2.3.1 Issuing Office**

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

Donald Mandernach, Buyer  
Purchasing Operations  
Department of Technology, Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
mandernachd@michigan.gov  
(517) 241-7233

### **2.3.2 Contract Compliance Inspector**

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

Department of Michigan State Police  
Tpr. Ted Therrien  
7426 N. Canal Road  
Lansing, MI 48913  
E-mail: [Therriet@michigan.gov](mailto:Therriet@michigan.gov)  
Phone: 517-322-1978  
Fax: 517-322-5600

Department of Corrections:  
Brent Travelbee  
Lansing, MI 48913  
Phone: (517) 243-3005  
Email: [travelbc@michigan.gov](mailto:travelbc@michigan.gov)

### **2.3.3 Project Manager – Deleted – Not Applicable**

### **2.3.4 Contract Changes**

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

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

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



### **2.3.5 Price Changes**

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

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

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

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

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

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

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

### **2.3.6 Notices**

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

If to State:

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

If to Contractor:

Protective Products Enterprises, Inc.  
Attention: Cory Provenzano  
1655 NW 136 Avenue  
Sunrise, Florida 33324  
Email: Cprovenzano@body-armor.com

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

### **2.3.7 Covenant of Good Faith**

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



### **2.3.8 Assignments**

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

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

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

### **2.3.9 Equipment – Deleted – Not Applicable**

### **2.3.10 Facilities – Deleted - Not Applicable**

## **2.4 Contract Management**

### **2.4.1 Contractor Personnel Qualifications**

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

### **2.4.2 Contractor Key Personnel**

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

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

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

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

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

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

The State may require the Contractor to remove or reassign personnel if the State has legitimate, good-faith reasons articulated in a notice to the Contractor. Replacement personnel must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected.



#### **2.4.4 Contractor Personnel Location**

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

#### **2.4.5 Contractor Identification**

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

#### **2.4.6 Cooperation with Third Parties**

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

#### **2.4.7 Relationship of the Parties**

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

#### **2.4.8 Contractor Return of State Equipment/Resources – Deleted – Not Applicable**

#### **2.4.9 Background Checks**

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

#### **2.4.10 Compliance With State Policies**

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

### **2.5 Subcontracting by Contractor**

#### **2.5.1 Contractor Responsible**

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

#### **2.5.2 State Approval of Subcontractor**

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



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

### **2.5.3 Subcontract Requirements**

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

### **2.5.4 Competitive Selection**

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

## **2.6 Reserved**

## **2.7 Performance**

### **2.7.1 Time of Performance**

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

(b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the State and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

### **2.7.2 Service Level Agreements - Deleted - Not Applicable**

### **2.7.3 Liquidated Damages – Deleted – Not Applicable**

### **2.7.4 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the



Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

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

## **2.8 Acceptance of Deliverable(s)**

### **2.8.1 Quality Assurance**

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

### **2.8.2 Delivery Responsibilities**

See Section 1.4.5

### **2.8.3 Process for Acceptance of Deliverable(s)**

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

- (a) the Deliverable is accepted in the form delivered by the Contractor;
- (b) the Deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.

If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the Deliverable(s) with an explanation that demonstrates all corrections have been made to the original Deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected Deliverable.

### **2.8.4 Acceptance of Deliverable(s)**

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

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

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

(d) If, after three opportunities the Contractor is unable to correct all deficiencies, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency



and the Contract price plus an additional amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

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

**2.8.5 Process for Approval of Written Deliverable(s) – Deleted - Not Applicable**

**2.8.6 Process for Approval of Services – Deleted - Not Applicable**

**2.8.7 Final Acceptance**

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

**2.9 Ownership – Deleted - Not Applicable**

**2.10 State Standards – Deleted - Not Applicable**

**2.11 Confidentiality**

**2.11.1 Confidential Information**

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

- (a) disclosable under the Michigan Freedom Of Information Act (FOIA);
- (b) now available or becomes available to the public without breach of this Contract;
- (c) released in writing by the disclosing party;
- (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information;
- (e) publicly disclosed pursuant to federal or state law; or
- (f) independently developed by the receiving party without reference to Confidential Information of the furnishing party.

**2.11.2 Protection and Destruction of Confidential Information**

(a) Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Neither the Contractor nor the State will: (i) make any use of the Confidential Information of the other except as contemplated by this Contract; (ii) acquire any interest or license in or assert any lien against the Confidential Information of the other; or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information.

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

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



### **2.11.3 Exclusions**

The provisions of Section 2.11, Confidentiality, will not apply where the receiving party is required by law to disclose the other party's Confidential Information, provided that the receiving party: (i) promptly provides the furnishing party with notice of the legal request; and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

### **2.11.4 No Obligation to Disclose**

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

### **2.11.5 Security Breach Notification**

If Contractor breaches this Section, it must (i) promptly cure any deficiencies in Contractor's internal security controls; and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized access, use, or disclosure. Contractor must notify the State of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within 10 days of becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances. The State may require Contractor to purchase credit monitoring services for any individuals affected by the breach.

## **2.12 Records and Inspections**

### **2.12.1 Inspection of Work Performed**

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

### **2.12.2 Retention of Records**

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

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### **2.12.3 Examination of Records**

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

### **2.12.4 Audit Resolution**

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

### **2.12.5 Errors**

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



payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

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

## **2.13 Warranties**

### **2.13.1 Warranties and Representations**

The Contractor represents and warrants:

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

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

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

(d) If the Contractor procures any equipment, software, or other Deliverable(s) for the State (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable(s).

(e) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two days of learning about it.

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

(i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other bidder for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other bidder before the award of the Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

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

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



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

### **2.13.2 Warranty of Merchantability**

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

### **2.13.3 Warranty of Fitness for a Particular Purpose**

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

### **2.13.4 Warranty of Title**

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

### **2.13.5 Equipment Warranty**

(a) The Contractor represents and warrants that the equipment/system(s) are in good operating condition and perform to the requirements contained in this Contract at the time of Final Acceptance, and for a period of **five (5) years** for ballistic panels and armor plates and **two (2) years** for the carriers following Final Acceptance.

(b) To the extent the Contractor is responsible for maintaining equipment/system(s), the Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

(c) The Contractor has provided a toll-free telephone number (800) 509-9111, for the State to report equipment failures and problems.

(d) Within **14 - 21** Days of notification, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

(e) The Contractor agrees that all warranty service it provides must be performed by Original Equipment Manufacturer (OEM) trained, certified, and authorized technicians.

(f) The Contractor is the sole point of contact for warranty service.

(g) All warranty work must be performed at State locations.

### **2.13.6 New Deliverable(s)**

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

### **2.13.7 Prohibited Products**

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

### **2.13.8 Consequences For Breach**

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

## **2.14 Insurance**



**2.14.1 Liability Insurance**

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

(a) The following apply to all insurance requirements:

- (i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
- (ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.
- (iv) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

(b) The Contractor must:

- (i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
- (ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
- (iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
- (iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.
- (v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
- (vi) pay all deductibles.
- (vii) pay for and provide the type and amount of insurance checked  below:  
 **(A) Commercial General Liability Insurance**

Minimal Limits:

- \$25,000,000 General Aggregate Limit other than Products/Completed Operations;
- \$25,000,000 Products/Completed Operations Aggregate Limit;
- \$25,000,000 Personal & Advertising Injury Limit; and
- \$25,000,000 Each Occurrence Limit.

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.



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

Minimal Limits:

\$25,000,000 General Aggregate

Additional Requirements:

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

**(C) Motor Vehicle Insurance**

Minimal Limits:

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

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

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate. The Contractor must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(E) Workers' Compensation Insurance**

Minimal Limits:

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

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

Additional Requirements:

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

**(F) Employers Liability Insurance**

Minimal Limits:

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

Additional Requirements:

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



### **2.14.2 Subcontractor Insurance Coverage**

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

### **2.14.3 Certificates of Insurance and Other Requirements**

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. The Contractor must provide DTMB-Purchasing Operations with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and **MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER**. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Director of DTMB-Purchasing Operations. The notice to the Director of DTMB-Purchasing Operations must include the applicable Contract or Purchase Order number.

## **2.15 Indemnification**

### **2.15.1 General Indemnification**

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

### **2.15.2 Code Indemnification – Deleted - Not Applicable**

### **2.15.3 Employee Indemnification**

In any claims against the State, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

### **2.15.4 Patent/Copyright Infringement Indemnification**

(a) To the extent permitted by law, the Contractor must indemnify and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in the State's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to the State's satisfaction the same with equipment, software,



commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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

### **2.15.5 Continuing Obligation**

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

### **2.15.6 Indemnification Procedures**

These procedures apply to all indemnity obligations:

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

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

(c) If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.



### **2.15.7 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

## **2.16 Termination by the State**

### **2.16.1 Notice and Right to Cure**

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

### **2.16.2 Termination for Cause**

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

(b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs to procure the Deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

### **2.16.3 Termination for Convenience**

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

### **2.16.4 Termination for Non-Appropriation**

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



appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.

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

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

#### **2.16.5 Termination for Criminal Conviction**

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

#### **2.16.6 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for all work-in-progress performed through the effective date of the termination. The Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

#### **2.16.7 Rights and Obligations upon Termination**

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

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;
- (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
- (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contract (which will be provided to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);
- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
- (vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

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

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

#### **2.16.8 Reservation of Rights**

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



### **2.16.9 Contractor Transition Responsibilities**

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

### **2.16.10 Transition Payments**

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

## **2.17 Termination by the Contractor**

### **2.17.1 Termination**

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

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

## **2.18 Stop Work**

### **2.18.1 Stop Work Order – Deleted – Not Applicable**

### **2.18.2 Termination of Stop Work Order – Deleted – Not Applicable**

### **2.18.3 Allowance of the Contractor's Costs – Deleted – Not Applicable**

## **2.19 Reserved**

## **2.20 Dispute Resolution**

### **2.20.1 General**

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

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

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

### **2.20.2 Informal Dispute Resolution**

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



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

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

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

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

### **2.20.3 Injunctive Relief**

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

### **2.20.4 Continued Performance**

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

## **2.21 Disclosure Responsibilities**

### **2.21.1 Disclosure of Litigation**

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

- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation Proceeding;
- (iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

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

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



### **2.21.2 Other Disclosures**

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

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

### **2.21.3 Call Center Disclosure – Deleted – Not Applicable**

## **2.22 Extended Purchasing**

### **2.22.1 MiDEAL Requirements**

- (a) The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing.
- (b) The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Purchasing Operations.
- (c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.
- (d) The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.

### **2.22.2 State Administrative Fee**

The Contractor shall collect an administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals 2% percent of the total quarterly sales reported.

The Contractor must pay the administrative fee by check payable to the State of Michigan. The Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: the applicable Contract Number, the total quarterly sales by volume and dollar amount, and the quarter covered.

The Contractor must send the check to the following address:

Department of Technology, Management and Budget  
Financial Services – Cashier Unit  
Lewis Cass Building  
320 South Walnut St.  
P.O. Box 30681  
Lansing, MI 48909

### **2.22.3 State Employee Purchase Requirements**

- (a) The Contractor must supply Deliverable(s) to Official State Law Enforcement employees at the established State contract prices and terms or as otherwise provided in Section 1.7.2, State Employee Purchases.
- (b) The Contractor must ensure that the purchaser is an Official State Law Enforcement employee.
- (c) The Contractor must send its invoices to and collect payment from the Official State Law Enforcement employee on a direct and individual basis.
- (d) To the extent that Official State Law Enforcement employees purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

## **2.23 Laws**



### **2.23.1 Governing Law**

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

### **2.23.2 Compliance with Laws**

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

### **2.23.3 Jurisdiction**

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

### **2.23.4 Nondiscrimination**

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

### **2.23.5 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

### **2.23.6 Environmental Provision**

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

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

(b) The State may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. The State may remove the Hazardous Material, render it harmless, or terminate the affected work for the State's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the



Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

#### **2.23.7 Freedom of Information**

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

#### **2.23.8 Workplace Safety and Discriminatory Harassment - Deleted, Not Applicable**

#### **2.23.9 Prevailing Wage – Deleted - Not Applicable**

#### **2.23.10 Abusive Labor Practices**

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

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

### **2.24 General Provisions**

#### **2.24.1 Bankruptcy and Insolvency**

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

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

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

#### **2.24.2 Media Releases**

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

#### **2.24.3 Contract Distribution**

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

#### **2.24.4 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of the Contract.

#### **2.24.5 Website Incorporation**

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

#### **2.24.6 Future Bidding Preclusion [Deleted, Not Applicable]**

**2.24.7 Antitrust Assignment**

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

**2.24.8 Disaster Recovery**

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

**2.24.9 Legal Effect**

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

**2.24.10 Entire Agreement**

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

**2.24.11 Order of Precedence**

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

- (a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
- (b) The most recent Statement of Work related to this Contract;
- (c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract; and
- (f) Bidder Responses contained in any of the RFP documents.

**2.24.12 Headings**

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

**2.24.13 Form, Function and Utility**

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

**2.24.14 Reformation and Severability**

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

**2.24.15 Approval**

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

**2.24.16 No Waiver of Default**

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

**2.24.17 Survival**

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



## **Attachment A, Specifications**

### ***Concealable Body Armor Specifications Model Protective Products Enterprise Model Python DXII***

This specification fully describes the minimum requirements for furnishing concealable, bullet resistant, soft body armor. The soft body armor alone shall provide a minimum of threat **Level II** ballistic protection as described by the National Institute of Justice's (NIJ) Standard-0101.06 dated July 2008 and be available in sizes C1 – C5. All armor provided must be in complete compliance with this specification, as well as provide compliance to the NIJ Standard for both labeling and ballistic performance.

The vest shall be available in both male and female versions. Each version shall be designed to assure optimum fit for the gender for which it is intended. Side protection shall be attained from the front and back panels wrapping around the torso and meeting at the side of the body with a minimum of 1 ½ inch overlap.

#### **BALLISTIC PANEL CONSTRUCTION**

Men's - The ballistic panels shall be constructed of Woven Twaron (Para-Aramid Fiber – manufactured by Teijin Aramid High Performance Fabrics) and Dyneema (Ultra High Molecular Weight Polyethylene – manufactured by DSM).

Women's - The ballistic panels shall be constructed of Woven Twaron (Para-Aramid Fiber – manufactured by Teijin Aramid High Performance Fabrics) and Dyneema (Ultra High Molecular Weight Polyethylene – manufactured by DSM). The ballistic panels for females shall be constructed in three sections, sized according to both bra and cup size and be available in cup sizes A through F.

The vest must not exceed 13.28oz. (.83lb.) per square foot.

#### **BALLISTIC PANEL COVER MATERIAL**

Each ballistic panel shall be covered in 100% weld-able urethane laminated 200 denier nylon.

#### **BALLISTIC PANEL PERFORMANCE**

Each Contractor must submit the summary of results for both P-BFS and BL testing reports for the vest being offered. The v50's must be performed in accordance with NIJ Standard-0101.06. All tests must be performed on clay backings by independent testing facilities approved by the NIJ. The purpose of the test is to establish a "benchmark" v50 and assure the quality of the combined ballistic materials lot by lot. Subsequent test results must remain within +/- 6%, the normal statistical variation for v50 testing and remain within these limits for the five year service life of the vest.

#### **SIZING:**

All vests shall be custom measured and sized to individual Troopers/Officers.

\*For the Department of Corrections, not every officer will be custom fitted and then issued a vest. Every officer will be fitted, however vests are used by multiple personnel and issued a vest as needed for some assignments.

Manufacturer shall be responsible for sizing at individual worksites. The Department of State Police has 60 days to return vests for alterations at no cost to the Department.

#### **OTHER MATERIALS:**

All materials shall be new, unused, and without flaws which adversely affect appearance, durability and function.

**Thread** - The thread for all stitching shall be Kevlar, TEX 105, with a minimum of 5 stitches per inch.

**Loop Fasteners** – 1.5" Heat loop activated woven hook pieces must be utilized to suspend the armor panels inside the carrier system to prevent sagging.



**VEST IDENTIFICATION LABELS:**

Vests shall be labeled in accordance with NIJ Standard-0101.06. The label material shall be suitable to assure that the label itself shall withstand wear and/or laundering. The label shall remain readable during the guaranteed life of the outer shell and ballistic panels.

**LEVEL OF BALLISTIC PROTECTION:**

Each garment provided under this document shall provide **Level II** ballistic impact protection against both penetration and serious bodily injury as defined by NIJ Standard-0101.06. Each garment submitted shall be approved by the NIJ and Body Armor Compliance Testing Program.

**SOFT TRAUMA PACK:**

Each vest shall also include a soft trauma pack a minimum size of 5" x 8".

**VENDOR QUALITY ASSURANCE PROGRAM:**

The vendor that received this award shall maintain a quality control system in accordance with ISO9001:2008 standards. Proof of registration is required. The quality assurance program must insure appropriate levels of quality throughout all areas of contract performance. This program provides for the prevention and early detection of discrepancies and for timely and positive corrective action.

**PRODUCT LIABILITY INSURANCE:**

Upon award successful manufacturer shall provide proof of having product liability insurance in the amount of twenty-five million dollars prior to the date of bid opening and shall remain in effect for the duration of the contract.

**MINIMUM REQUIREMENTS:**

The specifications described herein shall be deemed the minimum standards acceptable by this agency. Any discrepancies or deviations from these specifications shall be furnished in a separate document, listed in order and have reference to page and paragraph. This document will be submitted with the completed bid package.

**TECHNICAL SPECIFICATIONS:**

<b>NIJ THREAT LEVEL</b>	<b>II</b>
<b>NIJ CERTIFICATION SIZES</b>	<b>C1 – C5</b>
<b>BALLISTIC MATERIAL</b>	<b>Twaron / Dyneema</b>
<b>WEIGHT</b>	<b>.83 psf</b>
<b>THINNESS</b>	<b>.19 in (4.83mm)</b>
<b>DRY v50 – 9mm 124gr FMJ</b>	<b>1664 ft/s (507m/s)</b>
<b>DRY v05 – 9mm 124gr FMJ</b>	<b>1565 ft/s (477m/s)</b>
<b>COND. V50 – 9mm 124gr FMJ</b>	<b>1625 ft/s (495m/s)</b>
<b>DRY v50 – 357mag 158gr JSP</b>	<b>1600 ft/s (488m/s)</b>
<b>DRY v05 – 357mag 158gr JSP</b>	<b>1467 ft/s (447m/s)</b>
<b>COND. V50 – 357mag 158gr JSP</b>	<b>1573 ft/s (480m/s)</b>
<b>WET P-BFS Avg. – 9mm 124gr FMJ</b>	<b>29.5 mm</b>
<b>WET P-BFS Avg. – 357mag 158gr JSP</b>	<b>33.5 mm</b>

Vests shall also be able to defeat the additional special threats (listed below) in accordance with the FBI Body Armor Test Protocol. Manufacturer shall be responsible for providing proof of successful testing:

- 9-mm, 124-grain full metal jacketed (FMJ) projectiles.
- 9-mm, 127-grain SXT +P+
- .40 S&W, 165-grain Bonded HP
- .45 ACP, 230-grain Golden Sabre HP
- 9-mm, 147-grain GDHP



DRY v50 – 9mm SXT 127gr +P+	1604 ft/s (489m/s)
WET P-BFS Avg. – 9mm SXT 127gr +P+	31.6 mm @ 1340 ft/s +/-30
DRY v50 – 357sig 125gr GDHP	1642 ft/s (500m/s)
WET P-BFS Avg.– 357sig 125gr GDHP	31 mm @ 1470 ft/s +/-30
*WET v50 - 2gr RCC	2710 ft/s (826m/s)
*WET v50 - 4gr RCC	2424 ft/s (739m/s)
*WET v50 - 16gr RCC	2047 ft/s (624m/s)
*DRY v50 - 17gr FSP	1912 ft/s (583m/s)
*WET v50 - 64gr RCC	1644 ft/s (501m/s)

Panels shall have a five (5) year warranty.

**CARRIER**

**CONFIGURATION:**

The vest provided shall be of a concealable, undershirt type bullet-resistant protection. Each vest shall be of a slip on construction and must be adjustable at 8-points in the chest, shoulder, and waist areas. Each vest is to be cut with sufficient armhole room so as not to irritate, or restrict the wearer from performing "normal" duties. The front ballistic panel shall leave enough room between the vest and the duty belt so as not to cause "push up" under the chin when the wearer is seated in an automobile. Each model vest delivered shall provide front, back, and side protection. The offered vest shall provide front protection from just below the collarbone at each shoulder and have a scooped neck to allow concealment in a standard uniform shirt. Side protection shall be attained from the front and back panels wrapping around the torso and meeting at the side of the body with a minimum of 1 ½ inch overlap. There must be a pouch located on the upper midsection of the outside front panel and rear panel of the carrier to accommodate a 5" x 8" to 7"x 9" trauma reduction device. Protection from the back panel will be attained from an area even with the shoulder blade and having a lesser scooped neck for maximum protection, extend toward and around the waist just above the duty belt. All corners of the vest must be rounded to avoid chaffing of the body. There shall also be an elastic band, a minimum of four inches in width, designed to attach to the sides of the rear panel carrier on each side using hook and loop fasteners. This band will also be open and adjustable in the front using hook and loop fasteners. This band is commonly referred to as a belly band.

**OUTER SHELL / CARRIER:**

Each individual piece of soft body armor must be provided with two removable covers in order to allow the removal of the ballistic components when laundering the outer shell or carrier. Each front and back vest carrier shall be pocket shaped to securely retain the ballistic panels. The pockets shall have a zippered pocket for easy insertion and removal of the ballistic panels. The outer carrier fabric shall be Supplex. The body side shall utilize a MCS Moisture Control System with Bio-Guard anti-microbial protection. The straps shall be constructed of woven elastic. The closure system shall be configured in an 8-point adjustable design. The carrier shall have a 2 year warranty.

**SIZING:**

All vests shall be custom measured and sized to individual Troopers/Officers.

Manufacturer shall be responsible for sizing at individual worksites. The Dept of State Police, Department of Corrections, the Department of Natural Resources and all MiDEAL members have 60 days to return vests for alterations at no cost to the buyer.

**COLOR:**

Vest carrier color will be navy blue.

**OTHER MATERIALS:**

All materials shall be new, unused, and without flaws which adversely affect appearance, durability and function.



**Thread** - The thread for all stitching shall be nylon, conforming to MIL-T-43548, and be compatible with the carrier fabric specified above. Size is to be appropriate for the expected usage, and shall not shrink during cleaning so as not to cause "puckering of the materials".

**Hook & Loop Fasteners** - Plastic fastener tape of the hook and loop type shall be used. Widths of 5/8" thru 6" may be used in the construction of the vests.

**VEST IDENTIFICATION LABELS:**

Vests shall be labeled in accordance with NIJ standards. The label material shall be suitable to assure that the label itself shall withstand wear and/or laundering. The label shall remain readable during the guaranteed life of the outer shell.

**VENDOR QUALITY ASSURANCE PROGRAM:**

Successful manufacturer shall maintain a quality control system in accordance with ISO 9001:9008 standards. Proof of registration is required. The quality assurance program must insure appropriate levels of quality throughout all areas of contract performance. This program provides for the prevention and early detection of discrepancies and for timely and positive corrective action.

**PRODUCT LIABILITY INSURANCE:**

Upon award successful manufacturer shall provide proof of having product liability insurance in the amount of twenty-five million dollars prior to the date of bid opening and shall remain in effect for the duration of the contract.

**MINIMUM REQUIREMENTS:**

The specifications described herein shall be deemed the minimum standards acceptable by this agency. Any discrepancies or deviations from these specifications shall be furnished in a separate document, listed in order and have reference to page and paragraph. This document will be submitted with the completed bid package.

**Armor Plates**

**SCOPE:**

This specification fully describes the minimum requirements for furnishing multi-curved, bullet resistant, body armor upgrade plates in multiple sizes. Single-curve plates specifically for female personnel are also defined. The intent is to purchase state-of-the-art concealable plates with optimum protection and wearability. The hard plates shall provide the minimum levels of ballistic protection indicated in Paragraph 9 when tested in accordance with the National Institute of Justice's (NIJ) Standard-0108.01. Additionally, the plates shall provide the level of spike/stab protection indicated in Paragraph 9 when evaluated per NIJ Standard-0115.00. All plates provided must be in complete compliance with this specification.

**BALLISTIC PLATE CONSTRUCTION**

The ballistic plates shall be constructed of 100% HB25 or HB26 Dyneema (Ultra High Molecular Weight Polyethylene) manufactured by DSM, consolidated under the precise pressure and temperature process cycle defined by the raw material manufacturer. These materials and processing protocols have been specifically selected for their particular performance characteristics in this application; any bids, which represent products manufactured from other materials, shall be rejected.

It is the intent to procure the lightest weight plates that conform to the requirements of this specification. The Dyneema component of the plates must not exceed 20.80 ounces (1.30 pounds) per square foot

**BALLISTIC PLATE COVER MATERIAL**

Each ballistic panel shall be covered in 420 denier nylon bonded to the Dyneema core, with all exposed seams fully "welded" closed.



**BALLISTIC PLATE PERFORMANCE**

The plates shall provide the minimum levels of ballistic performance and spike/stab protection as defined in Paragraph 9.

If requested, each bidder must submit evidence of the performance capabilities of the offered plates to demonstrate compliance with the required ballistic protection levels of Technical Specifications.

**PLATE IDENTIFICATION LABELS:**

Plates shall be permanently labeled with the manufacturer’s name and address and the specific plate part number, manufacturing lot, manufacturing date, and serial number. Additionally, the label shall specify care instructions for the plate, and list the exact performance levels as indicated in Technical Specifications. The label material shall be suitable to assure that the label remains affixed to the plate throughout normal wear and cleaning. The label shall remain legible during the service life of the plate.

**VENDOR QUALITY ASSURANCE PROGRAM:**

Successful manufacturer shall maintain a quality control system in accordance with ISO9001:2008 standards. Proof of registration is required. The quality assurance program must insure appropriate levels of quality throughout all areas of contract performance. This program provides for the prevention and early detection of discrepancies and for timely and positive corrective action.

**PRODUCT LIABILITY INSURANCE:**

The manufacturer shall provide the appropriate level of product liability insurance which shall remain in effect for the service life of the plate.

**MINIMUM REQUIREMENTS:**

The characteristics described herein shall be deemed the minimum acceptable standards for the plates. Any discrepancies or deviations from these specifications shall be furnished in a separate document, listed in order and have reference to the specific paragraph(s) of this document.

**TECHNICAL SPECIFICATIONS:**

- BALLISTIC MATERIAL: 100% HB25 or HB26 Dyneema
- BALLISTIC MATERIAL WEIGHT: 1.30 psf
- THINNESS: .0.30 inches (7.6mm)

Plates shall have a five (5) year warranty.

**Threats defeated per NIJ Standard-0108.01 Stand Alone**

- .357 Sig Speer 125 grain GDHP at 1410 fps
- FN 5.7x28mm 40 grain JHP at 2072 fps
- FN 5.7x28mm 40 grain V-Max at 1729 fps
- 9mm Fiocchi 115 grain FMJ at 1150 fps
- 9mm Winchester Ranger 127 grain SXT +P+ at 1250 fps
- .40 cal Aguila IQ 95 grain HP at 1500 fps
- Tokarev 7.62x25 Foreign 85 grain FMJ (Steel Jacket) at 1540 fps
- Tokarev 7.62x25 S&B 85 grain FMJ (Steel Jacket) at 1600 fps
- Tokarev 7.62x25 Norinco 85 grain FMJ (Steel jacket) at 1520 fps

**Threats defeated per NIJ Standard-0108.01 in conjunction with Level II Vest**

- .357 Sig Corbon 115 grain JHP at 1540 fps
- .30 Cal Carbine 110 grain FMJ at 2030 fps
- 12 Gauge Winchester 1 oz Hollow Point Rifled Slug at 1600 fps

**Threats defeated per NIJ Standard-0115.00**

- Spike Protection Level 1 ..... E1 at 24.2 J
- Spike Protection Level 1 ..... E2 at 36.2 J



**Configurations and Sizes**

5"x7", 6"x8", and 7"x9" 8"x10", 9"x11", and 10"x12" 5"x7" and 6"x8"  
Multi-Curve SPEED Plate Multi-Curve SPEED Plate Female SPEED Plate  
(Single-Curve)

Definite specifications - All Deliverable(s) must conform to the specifications.



**Attachment B, Contract Price and Drop Points for MSP**

Item Number	Quantity for (3 Years)	Unit of Issue	Description	Unit Cost	Total Cost
1.	2000	EA	Concealable Body Armor (to include Ballistics Panels, 2 Carriers and Armor Plates)	<b>\$589.56</b>	<b>\$1,179,120.00</b>
2.	100	EA	Carrier	<b>\$55.00</b>	<b>\$5,500.00</b>

**Work Site Addresses: Includes the following, but is not limited to as some work site addresses may change.**

1. FIELD SERVICES BUREAU LHQ 333 S. Grand Ave., PO Box 30634, Lansing, MI 48909-0634
2. SID ELHQ 4000 Collins Rd. LHQ 333 S. Grand Ave., PO Box 30634, Lansing, MI 48909-0634
3. INTELLIGENCE SECTION LHQ 333 S. Grand Ave., PO Box 30634, Lansing, MI 48909-0634
4. VIOLENT CRIME UNIT Livonia 18050 Deering Livonia, MI 48152
5. FIELD SUPPORT SECTION Lansing 2615 E. Airport Service Dr. Lansing, MI 48906
6. EMERGENCY SUPPORT TEAM Lansing 2616 E. Airport Service Dr. Lansing, MI 48906
7. AVIATION UNIT Lansing 2616 E. Airport Service Dr. Lansing, MI 48906
8. TOBACCO TAX Livonia 18050 Deering Livonia, MI 48152
9. BRIDGE CARD ENFORCEMENT Livonia 18051 Deering Livonia, MI 48152
10. THEFT UNIT Livonia 18052 Deering Livonia, MI 48152
11. MAJOR CASE UNIT LHQ 333 S. Grand Ave., PO Box 30634, Lansing, MI 48909-0634
12. TRAFFIC SAFETY DIVISION LHQ 333 S. Grand Ave., PO Box 30634, Lansing, MI 48909-0634
13. CRIMINAL INVESTIGATION DIVISION Livonia 18051 Deering Livonia, MI 48152
14. INVESTIGATIVE SUPPORT TEAM Livonia East Region 18050 Deering Livonia MI 48152
15. COMET Livonia East Region 18050 Deering Livonia MI 48153
16. DRANO Livonia East Region 18050 Deering Livonia MI 48154
17. GAMING Detroit 3062 W. Grand Blvd, Suite L-700 Detroit, MI 48202
18. OMNI Monroe 300 Jones St. Monroe, MI 48161
19. VIOLENT CRIME UNIT Livonia 18051 Deering Livonia, MI 48152
20. WESTERN WAYNE - CID Livonia 18051 Deering Livonia, MI 48152
21. 1st District HQ 7119 N. Canal Rd. Lansing MI 48913
22. Post 11 MSP Lansing 7119 N. Canal Rd. Lansing MI 48913
23. Post 12 MSP Brighton 4803 Old US-23 Brighton MI 48114-8665
24. Post 14 MSP Ithaca 1876 N. State Rd. Ithaca MI 48847
25. Post 15 MSP Corunna 706 W. Corunna Ave. Corunna MI 48817
26. Post 16 MSP Capitol 504 W. Allegan Lansing MI 48913
27. Post 17 MSP Jackson 3401 Cooper St. Jackson MI 49201
28. Post 18 MSP Adrian 2222 N. Adrian Hwy. Adrian MI 49221
29. Post 19 MSP Jonesville 476 E. Chicago Rd. Jonesville MI 49250
30. 2nd District HQ 42145 W. Seven Mile Rd. Northville MI 48167
31. Post 21 MSP Metro North 14350 Ten Mile Rd. Oak Park MI 48237
32. Post 24 MSP Richmond 36725 Division Rd. Richmond MI 48062
33. Post 25 MSP Metro South 12111 Telegraph Rd. Taylor MI 48180
34. Post 26 MSP Ypsilanti 1501 Huron St. Ypsilanti MI 48197
35. Post 27 MSP Groveland 14645 Dixie Hwy. Suite A Holly MI 48442
36. Post 28 MSP Monroe 300 Jones Ave. Monroe MI 48161
37. Post 29 MSP Detroit 3050 W. Grand Blvd. Detroit MI 48202
38. 3rd District HQ 411-B E. Genesee Ave. Saginaw MI 48607
39. Post 31 MSP Bay City 405 N. Euclid Ave. Bay City MI 48706
40. Post 32 MSP East Tawas 410 N. US-23 East Tawas MI 48730
41. Post 33 MSP Bad Axe 675 S. VanDyke Bad Axe MI 48413
42. Post 34 MSP Sandusky 90 W. Sanilac Sandusky MI 48471
43. Post 35 MSP Flint G4481 Corunna Rd. Flint MI 48532



44. Post 36 MSP West Branch 496 E. Houghton West Branch MI 48661
45. Post 37 MSP Bridgeport 6280 Dixie Hwy. Bridgeport MI 48722
46. Post 38 MSP Lapeer 975 S. Main St. Lapeer MI 48446
47. Post 39 MSP Caro 1485 Cleaver Rd. Caro MI 48723
48. Post 40 MSP Gladwin 1302 Chatterton St. Gladwin MI 48624
49. 5th District HQ 108 W. Michigan Ave. Paw Paw MI 49079
50. Post 51 MSP Paw Paw 43255 60th Ave. Paw Paw MI 49079
51. Post 52 MSP White Pigeon 101 US-131 N. White Pigeon MI 49099
52. Post 53 MSP Niles 1600 Silverbrook Ave. Niles MI 49120
53. Post 54 MSP Bridgman 9301 Red Arrow Hwy. Bridgman MI 49106
54. Post 55 MSP South Haven 720 LaGrange St. South Haven MI 49090
55. Post 56 MSP Wayland 544 N. Main St. Wayland MI 49348
56. Post 57 MSP Battle Creek 610 W. Columbia Ave. Battle Creek MI 49015
57. Post 58 MSP Hastings 1127 W. State St. Hastings MI 49058
58. Post 59 MSP Coldwater 186 E. State St. Coldwater MI 49036
59. 6th District HQ 588 Three Mile Rd. Grand Rapids MI 49544-8221
60. Post 61 MSP Rockford 345 Northland Dr. NE Rockford MI 49341
61. Post 62 MSP Reed City 825 S. Chestnut St. Reed City MI 49677
62. Post 63 MSP Mt. Pleasant 3580 S. Isabella Mt. Pleasant MI 48858
63. Post 64 MSP Grand Haven 1622 S. Beacon Blvd. Grand Haven MI 49417
64. Post 65 MSP Newaygo 360 Adams Newaygo MI 49337
65. Post 66 MSP Hart 3793 W. Polk Rd. Hart MI 49420
66. Post 67 MSP Lakeview 10300 Howard City-Edmore Rd. Lakeview MI 48850
67. Post 68 MSP Ionia 3140 S. State Rd. Ionia MI 48846
68. 7th District HQ 4472 Mt. Hope Rd. Suite 1 Williamsburg MI 49690
69. Post 71 MSP Traverse City 218 W. 14th St. Traverse City MI 49684
70. Post 72 MSP Cheboygan 1206 S. Main St. Cheboygan MI 49721
71. Post 73 MSP Gaylord 563 S. Otsego Gaylord MI 49735
72. Post 74 MSP Alpena 3283 W. Washington Alpena MI 49707
73. Post 75 MSP Houghton Lake 9011 W. Lake City Rd. Houghton Lake MI 48629
74. Post 76 MSP Cadillac 7711 S. US-131 Cadillac MI 49601
75. Post 77 MSP Manistee 212 Arthur St. Manistee MI 49660
76. Post 78 MSP Petoskey 1200 M-119 Petoskey MI 49770
77. Post 79 MSP Kalkaska 2089 N. Birch St. Kalkaska MI 49646
78. 8th District HQ 1504 W. Washington Suite A Marquette MI 49855
79. Post 81 MSP Negaunee 180 US-41 East Negaunee MI 49866
80. Post 82 MSP Newberry 7942 State Hwy M-123 Newberry MI 49868
81. Post 83 MSP St. Ignace 901 Graham Ave. St. Ignace MI 49781
82. Post 84 MSP Manistique 401 E. Lakeshore Dr. Manistique MI 49854
83. Post 85 MSP Gladstone 922 Lake Shore Dr. Gladstone MI 49837
84. Post 86 MSP Iron Mountain N. US-2 Iron Mountain MI 49801
85. Post 87 MSP Wakefield 100 Sunday Lake St. Wakefield MI 49968
86. Post 88 MSP L'Anse P.O. Box 100 L'Anse MI 49946
87. Post 89 MSP Stephenson W5420 County Rd 354 Stephenson MI 49887
88. Post 90 MSP Calumet 55195 US-41 Calumet MI 49913
89. Post 91 MSP Munising 414 E. Munising Ave. Munising MI 49862
90. Post 92 MSP Iron River 897 Lalley Rd. Iron River MI 49935
91. Post 93 MSP Sault Ste. Marie 3900 I-75 BR Sault Ste. Marie MI 49783
92. DIRECTOR'S OFFICE LHQ 333 S. Grand Ave., PO Box 30634, Lansing, MI 48909-0634
93. EXECUTIVE DIVISION LHQ 333 S. Grand Ave., PO Box 30634, Lansing, MI 48909-0634
94. HUMAN RESOURCES DIVISION LHQ 333 S. Grand Ave., PO Box 30634, Lansing, MI 48909-0634
95. TRAINING DIVISION Lansing-Training 7426 N. Canal Rd Lansing, MI 48913
96. FORENSIC SCIENCE-LANSING Lansing-Training 7320 N. Canal Rd. Lansing MI 48913
97. FSD - BRIDGEPORT Bridgeport-Lab 6296 Dixie Hwy. P.O.Box 608 Bridgeport, MI 48722



98. FSD - GRAND RAPIDS Grand Rapids Lab 720 Fuller Ave. NE Grand Rapids, MI 49503
99. FSD - GRAYLING Grayling-Lab 103 James St. Grayling, MI 49738
100. FSD - MARQUETTE Marquette-Lab 309 S. Third St. Suite 202 Marquette, MI 49855
101. FSD - NORTHVILLE Northville-Lab 42145 W. Seven Mile Rd. Northville, MI 48167
102. FSD - STERLING HEIGHTS Sterling Heights Lab 42800 Merrill Sterling Heights, MI 48314
103. MANAGEMENT SERVICES DIVISION ELHQ 714 S. Harrison Rd. East Lansing MI 48823
104. EMERGENCY MANAGEMENT DIVISION ELHQ 4000 Collins Rd. P.O.BX 30636 Lansing MI 48909-8136
105. EMHSD - HAZARDOUS MATERIALS Lansing-Training 7426 N. Canal Rd Lansing, MI 48913
106. CJIC - CRIMINAL RECORDS LHQ 333 S. Grand Ave., PO Box 30634, Lansing, MI 48909-0634
107. CJIC - STATISICAL RECORDS LHQ 333 S. Grand Ave., PO Box 30634, Lansing, MI 48909-0634



**Attachment B, Contract Price and Drop Points for Corrections**

Item Number	Quantity For (3 Years)	Unit of Issue	Description	Unit Cost	Extended Cost
1.	2500	EA	Concealable Body Armor (to include Ballistics Panels, 2 Carriers and Armor Plates)	<b>\$589.56</b>	<b>\$1,473,900.00</b>
2.	500	EA	Carrier	<b>\$55.00</b>	<b>\$27,500.00</b>

**Alger Max. Corr. Facility LMF**  
 (906) 387-5000  
 Industrial Park Drive  
 Munising, MI 49862

**Baraga Max. Corr. Facility AMF**  
 (906) 353-7070  
 301 Wadaga Road  
 Baraga, MI 49908

**Bellamy Creek Corr. Facility IBC**  
 (616) 527-5078  
 1727 W. Bluewater Hwy.  
 Ionia, MI 48846

**Carson City Corr. Facility DRF**  
 (989) 584-3941  
 10522 Boyer Road  
 Carson City, MI 48811

**Central Michigan Corr. Facility STF**  
 (989) 681-4361  
 8201 N. Croswell Road  
 St. Louis, MI 48880

**Charles Egeler Corr. Facility RGC**  
 (517) 780-5600  
 3855 Cooper Street  
 Jackson, MI 49201

**Chippewa Corr. Facility URF**  
 (909) 495-2275  
 4269 W. M-80  
 Kincheloe, MI 49784-0001

**Cooper Street Corr. Street JCS**  
 (517) 780-6175  
 3100 Cooper St.  
 Jackson, MI 49201

**Earnest C. Brooks Corr. Fac. LRF**  
 (616) 773-9200  
 2500 S. Sheridan Drive  
 Muskegon Hts, MI 49444

**Florence Crane Corr. Facility ACF**  
 (517) 279-9165  
 38 Fourth Street  
 Coldwater, MI 49036

**G. Robert Cotton Corr. Fac. JCF**  
 (517) 780-5000  
 3500 N. Elm Road  
 Jackson, MI 49201

**Gus Harrison Corr. Facility ARF**  
 (517) 265-3900  
 2727 E. Beecher  
 Adrian, MI 49221

**Ionia Max. Corr. Facility ICF**  
 (616) 527-6331  
 1576 W. Bluewater Hwy  
 Ionia, MI 48846

**Kinross Corr. Facility KCF**  
 (906) 495-2282  
 16770 S. Watertower Drive  
 Kincheloe, MI 49788

**Lakeland Corr. Facility LCF**  
 (517) 278-6942  
 141 First Street  
 Coldwater, MI 49036

**Macomb Corr. Facility MRF**  
 (810) 749-4900  
 34625 26 Mile Road  
 New Haven, MI 48048-9999

**Marquette Branch Prison MBP**  
 (906) 226-6531  
 1960 South U.S. 41  
 Marquette, MI 49855

**Michigan Reformatory RMI**  
 (616) 527-2500  
 1342 W. Main  
 Ionia, MI 48846

**Mound Corr. Facility NRF**  
 (313) 368-8300  
 17601 Mound Road  
 Detroit, MI 48212

**Muskegon Corr. Facility MCF**  
 (616) 773-3201  
 2400 Sheridan Drive  
 Muskegon, MI 49442

**Newberry Corr. Facility NCF**  
 (906) 293-6200  
 3001 Newberry Avenue  
 Newberry, MI 49868

**Oaks Corr. Facility ECF**  
 (616) 723-8272  
 1500 Caberfae Hwy.  
 Eastlake, MI 49626-0038

**Ojibway Corr. Facility OCF**  
 (906) 787-2217  
 N. 5705 Ojibway Road  
 Marenisco, MI 49947

**Parnall Corr. Facility SMT**  
 (517) 780-6004  
 1780 E. Parnall  
 Jackson, MI 49201-9037



**Pugsley Corr. Facility**  
**MPF**  
 (231) 263-5253  
 7401 Walton Road  
 Kingley, MI 49649

**Richard A. Handlon Corr. Fac.**  
**MTU**  
 (616) 527-3100  
 1928 Bluewater Hwy  
 Ionia, MI 48846

**Ryan Corr. Facility**                      **RRF**  
 (313) 368-3200  
 17600 Ryan Road  
 Detroit, MI 48212

**Saginaw Corr. Facility**                      **SRF**  
 (989) 695-9880  
 9625 Pierce Road  
 Freeland, MI 48623

**Special Alternative Incarceration**  
**SAI**  
 (734) 475-1368  
 18901 Waterloo Road  
 Chelsea, MI 48118

**St. Louis Corr. Facility**                      **SLF**  
 (989) 681-6444  
 8585 N. Crosswell Road  
 St Louis, MI 48880

**Thumb Corr. Facility**                      **TCF**  
 (810) 667-2045  
 3225 John Conley Drive  
 Lapeer, MI 48446

**West Shoreline Corr. Facility**  
**MTF**  
 (616) 773-1122  
 2500 S Sheridan Drive

**Women Huron Valley Corr.**  
**WHV**  
 (734) 434-5888  
 3511 Bemis Road  
 Ypsilanti, MI 48197

**Woodland Center Correctional**  
**Fac WCC**  
 (734) 449-4422  
 9036 E. M-36  
 Whitmore Lake, MI 48189

**FOA METRO-OUTSTATE REGION-PROGRAM SERVICES OFFICE LOCATIONS**

OFFICE	ADDRESS
<b>FOA - METROPOLITAN REGION</b>	
<b>Metropolitan Region Office</b>	Cadillac Place 3048 W. Grand Blvd., Suite 2-500 Detroit, MI 48202
<b>Central Area Office</b>	20231 James Couzens Freeway Detroit, MI 48235
<b>Greenfield District Probation</b>	16820 James Couzens Detroit, MI 48235
<b>Lahser District Probation</b>	17500 Lahser Road Detroit, MI 48219
<b>Outer District Parole</b>	20231 James Couzens Freeway Detroit, MI 48235
<b>Lawton Area Office</b>	5300 Lawton Detroit, MI 48208
<b>Detroit Metro District Parole &amp; Probation</b>	5300 Lawton Detroit, MI 48208



<b>SAI Aftercare Unit</b>	5300 Lawton Detroit, MI 48208
<b>Parole/Probation Tether</b>	5300 Lawton Detroit, MI 48208
<b>Specialized Supervision Units I &amp; II</b>	5300 Lawton Detroit, MI 48208
<b>OFFICE</b>	<b>ADDRESS</b>
<b>Transportation Unit</b>	5300 Lawton Detroit, MI 48208
<b>Northeastern Area Office</b>	32 Market Street Mt. Clemens, MI 48043
<b>Eastern District Probation</b>	1600 Algonquin Detroit, MI 48215
<b>Macomb County Parole</b>	76 South Main Street Mt. Clemens, MI 48043
<b>Macomb County Probation</b>	32 Market Street Mt. Clemens, MI 48043
<b>Northwestern Area Office</b>	North Office Building 1200 N. Telegraph Road Building 26 East Pontiac, MI 48341
<b>Oakland County Pontiac Parole</b>	1025 N. Perry Pontiac, MI 48340
<b>Oakland County Pontiac Probation</b>	North Office Building 1200 N. Telegraph Road Pontiac, MI 48341
<b>Oakland County Troy Probation</b>	1151 Crooks Road Troy, MI 48084
<b>Oakland County Waterford Parole</b>	2709 Pontiac Lake Road Waterford, MI 48328
<b>Special Programs Area Office</b>	Tremonti Building 426 Clinton Street, First Floor Detroit, MI 48226
<b>Ann Arbor Parole</b>	738 Airport Boulevard, Suite 5 P. O. Box 7070 Ann Arbor, MI 48107
<b>Chrysler District Probation</b>	426 Clinton Street, Second Floor



	Detroit, MI 48226
<b>Court Services Unit</b>	426 Clinton Street, Third Floor Detroit, MI 48226
<b>Special Services Unit</b>	426 Clinton Street Detroit, MI 48226
<b>OFFICE</b>	<b>ADDRESS</b>
<b>Washtenaw County Probation</b>	101 E. Huron Street, Room B-25 Ann Arbor, MI 48107-8645
<b>Western Area Office</b>	1757 Southfield Road Lincoln Park, MI 48146
<b>Absconder Recovery Unit</b>	920 Fort Street Lincoln Park, MI 48146
<b>Lincoln Park Parole</b>	920 Fort Street Lincoln Park, MI 48146
<b>Southwest District Probation</b>	1757 Southfield Road Lincoln Park, MI 48146
<b>FOA - OUTSTATE REGION</b>	
<b>Outstate Region Office</b>	1305 S. Washington Avenue, Suite 104 Lansing, MI 48910
<b>Absconder Recovery Unit</b>	General Office Building 7150 Harris Drive Lansing, MI 48913
<b>Flint Area Office</b>	c/o Genesee County Circuit Court Probation 816 Beach Street Flint, MI 48502
<b>Genesee County Flint Parole</b>	G-3310 Corunna Road Carman Plaza Flint, MI 48532
<b>Genesee County Probation</b>	816 Beach Street Flint, MI 48502
<b>Huron County Parole/Probation</b>	250 E. Huron, Room 310 Bad Axe, MI 48413
<b>Lapeer County Parole/Probation</b>	255 Clay Street Lapeer, MI 48446
<b>Livingston County Parole/Probation</b>	Law Center Building



	210 S. Highlander Way Howell, MI 48843
<b>Sanilac County Parole/Probation</b>	60 W. Sanilac, Room #112 Sandusky, MI 48471
<b>Shiawassee County Parole/Probation</b>	112 e. McArthur, Lower Level Corunna, MI 48817
<b>St. Clair County Parole/Probation</b>	201 McMorran Boulevard, Room 1300 Port Huron, MI 48060
<b>OFFICE</b>	<b>ADDRESS</b>
<b>Tuscola County Parole/Probation</b>	P. O. Box 536 141 Almer Street Caro, MI 48723
<b>Gaylord Area Office</b>	c/o Crawford County Parole/Probation 200 W. Michigan Avenue Grayling, MI 49738
<b>Alcona County Parole/Probation</b>	106 Fifth Street Harrisville, MI 48740
<b>Alger County Parole/Probation</b>	101 Court Street, Lower Level Munising, MI 49862
<b>Alpena County Parole/Probation</b>	703 W. Chisholm, Suite A Alpena, MI 49707
<b>Arenac County Parole/Probation</b>	Courthouse, 120 N. Grove P. O. Box 357 Standish, MI 48658
<b>Bay County Parole/Probation</b>	1230 Washington Avenue, Suite 619 Bay City, MI 48708
<b>Crawford County Parole/Probation</b>	Courthouse, 200 W. Michigan Avenue Grayling, MI 49738
<b>Charlevoix County Parole/Probation</b>	301 State Street Charlevoix, M 49720
<b>Cheboygan County Parole/Probation</b>	870 S. Main Street County Building P. O. Box 70 Cheboygan, MI 49721
<b>Chippewa County Parole/Probation</b>	300 Court Street, Unit 3 Courthouse Annex Sault Ste. Marie, MI 49783



<b>Crawford County Parole/Probation</b>	Courthouse, 200 W. Michigan Avenue Grayling, MI 49738
<b>Delta County Parole/Probation</b>	310 Ludington Street Courthouse Escanaba, MI 49829
<b>Dickinson County Parole/Probation</b>	300 East "D" Street P. O. Box 609 Iron Mountain, MI 49801
<b>OFFICE</b>	<b>ADDRESS</b>
<b>Emmet County Parole/Probation</b>	Courthouse 200 Division Street, Suite G26 Petoskey, MI 49770
<b>Gogebic County Parole/Probation</b>	Courthouse 200 N. Moore Street Bessemer, MI 49911
<b>Gratiot County Parole/Probation</b>	114 S. Main Street, Suite B Ithaca, MI 48847
<b>Houghton/Baraga/Keweenaw County P/P</b>	401 E. Houghton Houghton, MI 49931
<b>Iosco County Parole/Probation</b>	Courthouse 422 W. Lake Street P. O. Box 397 Tawas City, MI 48763
<b>Iron County Parole/Probation</b>	Courthouse 2 South 6th Street, Suite 24 Crystal Falls, MI 49920
<b>Kalkaska County Parole/Probation</b>	Courthouse 605 N. Birch Kalkaska, MI 49646
<b>Luce/Alger County Parole/Probation</b>	Courthouse 407 W. Harris 407 W. Harris
<b>Luce/Alger County Parole/Probation</b>	Courthouse 407 W. Harris Newberry, MI 49868
<b>Mackinac County Parole/Probation</b>	Courthouse, 3rd Floor 100 Marley St. Ignace, MI 49781



<b>Marquette County Parole/Probation</b>	Courthouse Annex, Room 36 234 W. Baraga Street Marquette, MI 49855
<b>Menominee County Parole/Probation</b>	Menominee County Sheriff's Department 831 10th Avenue Menominee, MI 49858
<b>Midland County Parole/Probation</b>	301 W. Main Street, Level B Midland, MI 48640
<b>Montmorency County Parole/Probation</b>	Courthouse 12265 M-32 West P. O. Box 789 Atlanta, MI 49709
<b>OFFICE</b>	<b>ADDRESS</b>
<b>Ogemaw County Parole/Probation</b>	806 W. Houghton Avenue Courthouse, Room 108 West Branch, MI 48661
<b>Ontonagon County Parole/Probation</b>	725 Greenland Road Ontonagon, MI 49953
<b>Oscoda County Parole/Probation</b>	311 Morenci Street P. O. Box 835 Mio, MI 48647
<b>Otsego County Parole/Probation</b>	800 Livingston Blvd., Suite 4B Gaylord, MI 49735
<b>Presque Isle County Parole/Probation</b>	126 S. Third Rogers City, MI 49779
<b>Roscommon County Parole/Probation</b>	500 Lake Street P. O. Box 457 Roscommon, MI 48653-0457
<b>Saginaw County Parole</b>	1835 Treanor Street Saginaw, MI 48601
<b>Saginaw County Probation</b>	1931 Bagley Street Saginaw, MI 48601
<b>Schoolcraft County Parole/Probation</b>	Courthouse, Room 208 300 Walnut Manistique, MI 49854
<b>Grand Rapids Area Office</b>	c/o Kent County Probation Office 82 Ionia Street NW Suite 100 Grand Rapids, MI 49503



<b>Barry County Parole/Probation</b>	Courts and Law Building 206 W. Court Street, Suite 102 Hastings, MI 49058
<b>Branch County Parole/Probation</b>	Branch County Courthouse 31 Division Coldwater, MI 49036
<b>Calhoun County Parole</b>	190 E. Michigan Avenue Battle Creek, MI 49014
<b>Calhoun County Probation</b>	Calhoun County Justice Center 161 E. Michigan Avenue Battle Creek, MI 49017
<b>Ionia County Parole/Probation</b>	101 W. Main Street Ionia, MI 48846
<b>OFFICE</b>	<b>ADDRESS</b>
<b>Kent County Parole</b>	State Office Building One Division NW Grand Rapids, MI 49503
<b>Kent County Probation</b>	82 Ionia Avenue, N.W., Suite 100 Grand Rapids, MI 49503
<b>Kalamazoo Area Office</b>	201 W. Kalamazoo, Suite 303 Kalamazoo, MI 49007
<b>Allegan County Parole/Probation</b>	Courthouse, 1st Floor County Building 113 Chestnut Allegan, MI 49010
<b>Berrien County Probation (St. Joseph)</b>	811 Port Street St. Joseph, MI 49085
<b>Berrien County Probation (Niles)</b>	1205 N. Front Street Niles, MI 49120
<b>Berrien Co./Benton Harbor Parole</b>	497 Waukonda, Suite 2 Benton Harbor, MI 49022
<b>Cass County Parole</b>	Cass County Building 120 N. Broadway, Suite 218 Cassopolis, MI 49031-1302
<b>Kalamazoo County Parole/Probation</b>	201 W. Kalamazoo, Suite 303 Kalamazoo, MI 49007
<b>St. Joseph County Parole/Probation</b>	115 Dean Street Box 574 - Courthouse Annex 1 Centreville, MI 49032
<b>Van Buren County Parole/Probation</b>	Courthouse Annex



	212 East Paw Paw Street, Suite 20 Paw Paw, MI 49079
<b>Lansing Area Office</b>	5341 S. Pennsylvania Avenue, Suite B Lansing, MI 48913
<b>Clinton County Parole/Probation</b>	Courthouse, Suite 3200 100 E. State Street St. Johns, MI 48879-1571
<b>Eaton County Parole/Probation</b>	Courthouse 1045 Independence Blvd. Charlotte, MI 48813
<b>Hillsdale County Parole</b>	49 N. Howell Street, Room 206 Hillsdale, MI 49242

<b>OFFICE</b>	<b>ADDRESS</b>
<b>Hillsdale County Probation</b>	29 N. Howell Street 2nd Floor, Suite 12 Hillsdale, MI 49242
<b>Ingham County Parole</b>	5341 S. Pennsylvania Avenue, Suite A Lansing, MI 48913
<b>Ingham County Probation</b>	303 W. Kalamazoo, Suite 90 Lansing, MI 48933
<b>Jackson County Parole</b>	1699 Lansing Avenue Jackson, MI 49202
<b>Jackson County Probation</b>	Room 515-516, County Building 312 South Jackson Street
<b>Lenawee County Parole/Probation</b>	425 N. Main Street, Third Floor Adrian, MI 49221
<b>Monroe County Parole/Probation</b>	29 Washington Street Monroe, MI 48161
<b>Muskegon Area Office</b>	985 E. Barney Street Muskegon, MI 49444
<b>Antrim County Parole/Probation</b>	110 Grove P. O. Box 386 Bellaire, MI 49615
<b>Benzie County Parole/Probation</b>	448 Court Place, Courthouse Beulah, MI 49617
<b>Clare County Parole/Probation</b>	225 W. Main



	P. O. Box 438 Harrison, MI 48625
<b>Gladwin County Parole/Probation</b>	555 W. Cedar Avenue Gladwin, MI 48624
<b>Grand Traverse County Parole/Probation</b>	Courthouse 328 Washington Street, Suite 118 Traverse City, MI 49684
<b>Isabella County Parole/Probation</b>	Courthouse 300 N. Main Street Mt. Pleasant, MI 48858
<b>Lake County Parole/Probation</b>	5565 S. M-37 P. O. Box 819 Baldwin, MI 49304-0819
<b>Leelanau County Parole/Probation</b>	8525 E. Government Center Drive Suttons Bay, MI 49682
<b>OFFICE</b>	<b>ADDRESS</b>
<b>Manistee County Parole/Probation</b>	Courthouse 415 3rd Street Manistee, MI 49660
<b>Mason County Parole/Probation</b>	408 Resseguie, Suite 101 Ludington, MI 49431
<b>Mecosta County Parole/Probation</b>	Courthouse 400 Elm, Room 212 Big Rapids, MI 49307-0239
<b>Missaukee County Parole/Probation</b>	111 S. Canal P. O. Box 800 Lake City, MI 49651
<b>Montcalm County Parole/Probation</b>	627 N. State Street Stanton, MI 48888
<b>Muskegon County Parole</b>	985 E. Barney Street Muskegon, MI 49444-1705
<b>Muskegon County Probation</b>	Circuit Court Probation 131 E. Apple Avenue Muskegon, MI 49442-3357
<b>Newaygo County Parole/Probation</b>	1018 Newell P. O. Box 707 White Cloud, MI 49349-0707
<b>Oceana County Parole/Probation</b>	314 S. State Street



	Hart, MI 49420-1227
<b>Osceola County Parole/Probation</b>	410 West Upton Reed City, MI 49677
<b>Ottawa Co. Grand Haven Parole/Probation</b>	Room G001, County Building 414 Washington Street Grand Haven, MI 49417-1473
<b>Holland Parole/Probation</b>	12185 James Street, Suite 150 Holland, MI 49424
<b>Hudsonville Probation</b>	c/o Ottawa County Human Service Building 3100 Port Sheldon Road Hudsonville, MI 49426-9018
<b>Wexford County Parole/Probation</b>	Courthouse 437 East Division Cadillac, MI 49601
<b>FOA - OPPS - Program Services</b>	
<b>Lake Co. Residential ReEntry Program</b>	5565 S. M-37 P. O. Box 819 Baldwin, MI 49304-0819
<b>Tuscola Residential ReEntry Program</b>	2420 Chambers Road Caro, MI 48723



## **Attachment C, Contractor Warranty Information**

### **Limited Warranty Information**

If your ballistic panels are labeled in compliance with NIJ Interim 2005 or NIJ 2006 Requirements, or meeting the performance requirements for NIJ Standard 0101.04, or NIJ Standard 0101.03 then Protective Products Enterprises warrants that for a period of five (5) years from the date of the purchase, the panels will conform to the minimum requirements of the NIJ protocol for ballistic intervention during an actual confrontation at the stated threat level (if your ballistic panels are not labeled in compliance with NIJ 2005 or NIJ 2006 interim requirements, NIJ Standard 0101.04, or NIJ Standard 0101.03, then this warranty does not apply to your panels).

***This warranty is subject to, and expressly conditioned upon, strict compliance with the following conditions:***

- The panel must not be torn, damaged, or altered in any way.
- The panel must not be subjected to abuse or misuse during service.
- The panel may only be used or placed in a cover or carrier that is furnished by Protective Products for the specific vest which it is designed or intended for.
- The panel must not be permitted to be excessively wet.
- The panel must not be subjected to excessive heat.
- The panel must be properly stored (i.e., not in excessively hot or damp conditions).
- Use of the panel must, at all times, be in compliance with all applicable directions, instructions and recommendations furnished by Protective Products Enterprises In the event that any one or more of the foregoing conditions is breached or violated, then the warranty of conformity with NIJ standards shall be null and void and without force and effect.

### **Tactical Nylon Covers**

Protective Products Enterprises fully warrants nylon covers against any defects in workmanship or materials for thirty-six (36) months after the date of purchase.

### **Removable Covers**

Protective Products Enterprises warrants removable, machine-washable covers against defects in workmanship or materials for twenty-four (24) months after the date of purchase.

### **Replacement Policies**

Protective Products Enterprises will replace your vest free of charge if your vest should become damaged during an actual **ON-DUTY CONFRONTATION** with a firearm projectile or a sharp and/or blunt instrument and/or during an **ON-DUTY** automobile accident. The damaged vest and a copy of the department certification of the incident involving the damaging of the vest is required, and should be sent to Protective Products Enterprises, 1649 NW 136th Avenue, Sunrise FL 33325, telephone number (954) 846-8222, as soon as they become available. Protective Products Enterprises will issue a new vest as soon as all records of the occurrence are confirmed.