

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

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B1300382
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
CMP Distributors, Inc. 16753 Industrial Parkway Lansing, MI 48906	Catherine Parks	catherine@cmpdist.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(517) 721-0970	7687

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DNR	Ruth Thole	(517) 284-5973	tholer@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Sue Cieciva	(517) 284-7007	ciecivas@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Concealable Body Armor – Michigan Department of Natural Resources			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2014	2, 1 year options	August 31, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		30-45 Calendar Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<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			
One (1) Body Armor Vest or Carrier			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	6 months	<input type="checkbox"/>		2/29/2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$197,550.00		\$10,000.00	\$207,550.00	

DESCRIPTION: Effective September 1, 2015, this contract is exercising the first six months of the last option year and is increased by \$10,000.00. The revised contract expiration date is February 29, 2016. The contractor address is changed to: 16753 Industrial Parkway, Lansing, MI 48906. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

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. 2
 to
CONTRACT NO. 071B1300382
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
CMP Distributors, Inc. 6539 Westland Way, Suite 21 & 22 Lansing, MI 48917	Catherine Parks	catherine@cmpdist.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 721-0970	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DNR	Ruth Thole	(517) 335-1553	tholer@michigan.gov
BUYER	DTMB	Sue Cieciva	(517) 284-7007	ciecivas@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Concealable Body Armor – Michigan Department of Natural Resources			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2014	2, 1-Year Options	August 31, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	30-45 Calendar Days	Lansing, MI
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:			
N/A			

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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	One Year	August 31, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$23,000.00		\$197,550.00		

Effective September 1, 2014, the first option year available on this Contract is exercised; therefore the Contract expiration date is CHANGED from August 31, 2014 to August 31, 2015.

In addition, this Contract is hereby INCREASED by \$23,000.00

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

Per agency request dated March 19, 2014, DTMB, Procurement request dated April 1, 2014, and vendor agreement by email dated April 16, 2014.

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. 071B1300382
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR CMP Distributors, Inc. 6539 Westland Way, Suite 21 & 22 Lansing, MI 48917 Email: cmparks@cmpdist.com	TELEPHONE Catherine Parks (517) 721-0970
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-9776 Paula Hurst
Contract Compliance Inspector: Ruth Thole (517) 335-1553 DNR Concealable Body Armor – Michigan Department of Natural Resources	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: September 1, 2011 To: August 31, 2014	
TERMS Net 45 Days	SHIPMENT 30-45 Calendar Days ARO
F.O.B. Delivered	SHIPPED FROM Lansing, MI
MINIMUM DELIVERY REQUIREMENTS N/A	
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

All other terms, conditions specifications and prices remain unchanged.

AUTHORITY/REASON:

Per DTMB Procurement's approval

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$174,550.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET September 7, 2011
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE
 OF
 CONTRACT NO. 071B1300382
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR		TELEPHONE Catherine Parks (517) 721-0970
CMP Distributors, Inc. 6539 Westland Way, Suite 21 & 22 Lansing, MI 48917		CONTRACTOR NUMBER/MAIL CODE
Email: cmparks@cmpdist.com		BUYER/CA (517) 241-7233 Don Mandernach
Contract Compliance Inspector: Ruth Thole (517) 335-1553 DNR Concealable Body Armor – Michigan Department of Natural Resources		
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: September 1, 2011 To: August 31, 2014		
TERMS	Net 45 Days	SHIPMENT 30-45 Calendar Days ARO
F.O.B.	Delivered	SHIPPED FROM Lansing, MI
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

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

TOTAL ESTIMATED CONTRACT VALUE: \$174,550.00

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. 071B1300382
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR CMP Distributors, Inc. 6539 Westland Way, Suite 21 & 22 Lansing, MI 48917 Email: cmparks@cmpdist.com	TELEPHONE Catherine Parks (517) 721-0970 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-7233 Don Mandernach
Contract Compliance Inspector: Ruth Thole (517) 335-1553 DNR Concealable Body Armor – Michigan Department of Natural Resources	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: September 1, 2011 To: August 31, 2014	
TERMS <p style="text-align: center;">Net 45 Days</p>	SHIPMENT <p style="text-align: center;">30-45 Calendar Days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Lansing, MI</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: THIS CONTRACT IS HEREBY EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT. The terms and conditions of this Contract are those of RFP #071I1300173, this Contract Agreement and the vendor's quote dated June 23, 2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$174,550.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP #071I1300173. Orders for delivery will be issued directly by the Michigan Department of Natural Resources 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:

CMP Distributors, 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. 071B1300382
Concealable Soft Body Armor

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

Table of Contents

Definitions	9
Article 1 – Statement of Work.....	10
1.1 Project Identification.....	10
1.1.1 Project Request.....	10
1.1.2 Background – Deleted, Not Applicable	10
1.2 Scope of Work and Deliverable(s).....	10
1.2.1 In Scope – Deleted - Not Applicable	10
1.2.2 Deliverable(s)	10
1.2.3 Quantity.....	10
1.2.4 Ordering	10
1.2.5 Alternate Bids – Deleted – Not Applicable	10
1.3 Management and Staffing	10
1.3.1 Project Management	10
1.3.2 Reports.....	10
1.3.3 Staff, Duties, and Responsibilities.....	10
1.3.4 Meetings.....	11
1.3.5 Place of Performance.....	11
1.3.6 Reserved.....	11
1.3.7 Binding Commitments	11
1.3.8 Training	11
1.3.9 Security	11
1.4 Delivery and Acceptance.....	11
1.4.1 Time Frames	11
1.4.2 Minimum Order	11
1.4.3 Packaging	12
1.4.4 Palletizing).....	12
1.4.5 Delivery Term.....	12
1.4.6 Acceptance Process	12
1.4.7 Criteria.....	12
1.5 Proposal Pricing	12
1.5.1 Pricing	12
1.5.2 Quick Payment Terms.....	12
1.5.3 Price Term.....	12
1.5.4 Tax Excluded from Price	12
1.5.5 Invoices	13
1.6 Commodity Requirements.....	13
1.6.1 Customer Service.....	13
1.6.2 Research and Development.....	13
1.6.3 Quality Assurance Program	13
1.6.4 Warranty for Deliverable(s)	13
1.6.5 Special Incentives	13
1.6.6 Energy Efficiency – Deleted - Not Applicable.....	13
1.6.7 Environmental Requirements – Deleted - Not Applicable	13
1.6.8 Recycled Content and Recyclability	13
1.6.9 Materials Identification and Tracking.....	14
1.7 Extended Purchasing	14
1.7.1 MiDEAL	14
1.7.2 State Employee Purchases	14
Article 2 – Terms and Conditions.....	15

2.1	Contract Term	15
2.1.1	Contract Term	15
2.1.2	Options to Renew.....	15
2.2	Payments and Taxes	15
2.2.1	Fixed Prices for Deliverable(s)	15
2.2.2	Payment Deadlines	15
2.2.3	Invoicing and Payment – In General – Deleted - Not Applicable	15
2.2.4	Pro-ration – Deleted - Not Applicable.....	15
2.2.5	Final Payment and Waivers	15
2.2.6	Electronic Payment Requirement.....	15
2.2.7	Employment Taxes	15
2.2.8	Sales and Use Taxes	15
2.3	Contract Administration	15
2.3.1	Issuing Office	16
2.3.2	Contract Compliance Inspector.....	16
2.3.3	Project Manager.....	16
2.3.4	Contract Changes	16
2.3.5	Price Changes.....	17
2.3.6	Notices	17
2.3.7	Covenant of Good Faith	17
2.3.8	Assignments.....	18
2.3.9	Equipment – Deleted – Not Applicable	18
2.3.10	Facilities – Deleted - Not Applicable	18
2.4	Contract Management	18
2.4.1	Contractor Personnel Qualifications.....	18
2.4.2	Contractor Key Personnel	18
2.4.3	Removal or Reassignment of Personnel at the State's Request	18
2.4.4	Contractor Personnel Location.....	18
2.4.5	Contractor Identification	18
2.4.6	Cooperation with Third Parties	18
2.4.7	Relationship of the Parties	18
2.4.8	Contractor Return of State Equipment/Resources – Deleted - Not Applicable ...	18
2.4.9	Background Checks	19
2.4.10	Compliance With State Policies	19
2.5	Subcontracting by Contractor	19
2.5.1	Contractor Responsible.....	19
2.5.2	State Approval of Subcontractor	19
2.5.3	Subcontract Requirements.....	19
2.5.4	Competitive Selection	19
2.6	Reserved.....	19
2.7	Performance	19
2.7.1	Time of Performance.....	19
2.7.2	Service Level Agreements – Deleted - Not Applicable.....	19
2.7.3	Liquidated Damages – Deleted - Not Applicable	20
2.7.4	Excusable Failure.....	20
2.8	Acceptance of Deliverable(s).....	20
2.8.1	Quality Assurance	20
2.8.2	Delivery Responsibilities	20
2.8.3	Process for Acceptance of Deliverable(s)	20
2.8.4	Acceptance of Deliverable(s)	21
2.8.5	Process for Approval of Written Deliverable(s) – Deleted - Not Applicable.....	21
2.8.6	Process for Approval of Services – Deleted - Not Applicable	21

2.8.7	Final Acceptance.....	21
2.9	Ownership -Deleted, Not Applicable	21
2.10	State Standards – Deleted - Not Applicable	21
2.11	Confidentiality	21
2.11.1	Confidential Information	21
2.11.2	Protection and Destruction of Confidential Information	22
2.11.3	Exclusions	22
2.11.4	No Obligation to Disclose	22
2.11.5	Security Breach Notification	22
2.12	Records and Inspections	22
2.12.1	Inspection of Work Performed.....	22
2.12.2	Retention of Records	22
2.12.3	Examination of Records	22
2.12.4	Audit Resolution	23
2.12.5	Errors	23
2.13	Warranties	23
2.13.1	Warranties and Representations.....	23
2.13.2	Warranty of Merchantability	24
2.13.3	Warranty of Fitness for a Particular Purpose	24
2.13.4	Warranty of Title.....	24
2.13.5	Equipment Warranty	24
2.13.6	New Deliverable(s).....	24
2.13.7	Prohibited Products.....	24
2.13.8	Consequences For Breach	25
2.14	Insurance.....	25
2.14.1	Liability Insurance	25
2.14.2	Subcontractor Insurance Coverage	27
2.14.3	Certificates of Insurance and Other Requirements	27
2.15	Indemnification	27
2.15.1	General Indemnification	27
2.15.2	Code Indemnification - Deleted, Not Applicable.....	27
2.15.3	Employee Indemnification	27
2.15.4	Patent/Copyright Infringement Indemnification	27
2.15.5	Continuing Obligation.....	28
2.15.6	Indemnification Procedures.....	28
2.15.7	Limitation of Liability.....	29
2.16	Termination by the State	29
2.16.1	Notice and Right to Cure.....	29
2.16.2	Termination for Cause.....	29
2.16.3	Termination for Convenience	30
2.16.4	Termination for Non-Appropriation.....	30
2.16.5	Termination for Criminal Conviction	30
2.16.6	Termination for Approvals Rescinded	30
2.16.7	Rights and Obligations upon Termination	30
2.16.8	Reservation of Rights.....	31
2.16.9	Contractor Transition Responsibilities.....	31
2.16.10	Transition Payments	31
2.17	Termination by the Contractor.....	31
2.17.1	Termination	31
2.18	Stop Work	31

2.18.1	Stop Work Order	31
2.18.2	Termination of Stop Work Order	31
2.18.3	Allowance of the Contractor's Costs	31
2.19	Reserved	32
2.20	Dispute Resolution	32
2.20.1	General	32
2.20.2	Informal Dispute Resolution	32
2.20.3	Injunctive Relief.....	32
2.20.4	Continued Performance	32
2.21	Disclosure Responsibilities	32
2.21.1	Disclosure of Litigation.....	32
2.21.2	Other Disclosures.....	33
2.21.3	Call Center Disclosure - Deleted - Not Applicable	33
2.22	Extended Purchasing	33
2.22.1	MiDEAL Requirements.....	33
2.22.2	State Administrative Fee	33
2.23	Laws	34
2.23.1	Governing Law	34
2.23.2	Compliance with Laws	34
2.23.3	Jurisdiction	34
2.23.4	Nondiscrimination.....	34
2.23.5	Unfair Labor Practices.....	34
2.23.6	Environmental Provision	34
2.23.7	Freedom of Information.....	35
2.23.8	Workplace Safety and Discriminatory Harassment.....	35
2.23.9	Prevailing Wage – Deleted - Not Applicable	35
2.23.10	Abusive Labor Practices	35
2.24	General Provisions	35
2.24.1	Bankruptcy and Insolvency	35
2.24.2	Media Releases	35
2.24.3	Contract Distribution.....	35
2.24.4	Permits	36
2.24.5	Website Incorporation	36
2.24.6	Future Bidding Preclusion – Deleted – Not Applicable	36
2.24.7	Antitrust Assignment	36
2.24.8	Disaster Recovery.....	36
2.24.9	Legal Effect	36
2.24.10	Entire Agreement	36
2.24.11	Order of Precedence.....	36
2.24.12	Headings.....	36
2.24.13	Form, Function and Utility – Deleted - Not Applicable	36
2.24.14	Reformation and Severability	36
2.24.15	Approval.....	36
2.24.16	No Waiver of Default	37
2.24.17	Survival	37
Attachment A	Specifications	38
Attachment B	Contract Price and Drop Points	43

Definitions

This section provides definitions for terms used throughout this document.

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

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

Chronic Failure - as defined in applicable Service Level Agreements.

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

Contractor – the awarded bidder after the Effective Date.

Days - Business Days unless otherwise specified.

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

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

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

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

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

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

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

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

State - the State of Michigan.

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

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

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

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

Article 1 – Statement of Work

1.1 Project Identification

1.1.1 Project Request

This Contract is for Concealable Soft Body Armor for Department of Natural Resources (DNR) and MiDEAL members.

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)

Contractor must deliver Concealable Body Armor per the following:

- Attachment A – Specifications
- Attachment B – Contract Price and Drop Points
- Delivery and Acceptance Section 1.4.

1.2.3 Quantity

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

1.2.4 Ordering

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

1.2.5 Alternate Bids – Deleted – Not Applicable

1.3 Management and Staffing

1.3.1 Project Management

The Contractor will carry out this project under the direction and control of the Department of Natural Resources, Law Enforcement Division.

1.3.2 Reports

The Contractor shall be able to provide various reports if and when requested by DNR. Examples include itemized report of total items purchased by each DNR Law Enforcement location, open invoice reports, quantity reports, etc. Reports should be submitted electronically to DNR at the below email address:

Ruth Thole, Buyer
tholer@michigan.gov

1.3.3 Staff, Duties, and Responsibilities

The Contractor's Key Personnel and physical location during Contract performance are listed below:

Catherine Parks – President/Owner
CMP Distributors, Inc.
6539 Westland Way, Suite 21 & 22
Lansing, MI 48917
Phone: (517) 721-0970
Email: cmparks@cmpdist.com

Contractor will have manufacturer factory trained personnel who shall be responsible for measuring individual Law Enforcement Officers for custom sizing of vests.

Contractor will provide proper disposal of all old out dated vests from DNR. DNR will provide all vests for disposal within 60 days after new vests are accepted.

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 Contractor 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
CMP Distributors, Inc., 6539 Westland Way, Suite 21 & 22, Lansing, MI 48917	Catherine Parks, President/Owner	100% Order Processing, Customer Service, Returns, Invoicing and Custom Sizing
Armor Express, 7915 Cameron, Central Lake, MI 49622	Matt Davis, President/Owner	100% Manufacturing and Alterations

1.3.6 Reserved

1.3.7 Binding Commitments

The Contractor representative with the authority to make binding commitments on the Contractor's behalf is:

Catherine Parks, President and Owner – Complete authority to make binding Commitments on Contractor's behalf.

1.3.8 Training

The Contractor shall provide training to DNR, 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 must 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 to 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 DNR shipping locations.

1.4.2 Minimum Order

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

1.4.3 Packaging

Each body armor vest shall be packaged in an individual plastic bag and placed in a suitable cardboard box for standard shipping with other vests where applicable.

1.4.4 Palletizing

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

1.4.5 Delivery Term

The following are applicable to all deliveries:

- (a) The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
- (b) The Contractor must ship the Deliverable(s) "F.O.B. Destination, freight Pre-Paid and Allowed.
- (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. DNR, MiDEAL members and all participating NASPO members have 60 days to return vests for alterations at no cost to those entities.

1.4.7 Criteria

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

- Each order placed shall be delivered in the quantities ordered and within the timeframe outlined in the Contract.

1.5 Proposal Pricing

1.5.1 Pricing

The pricing details are provided in **Attachment B – Contract Price**.

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 Contractor's prices must not include the Federal Excise Tax.

1.5.5 Invoices

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

- (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.

CMP Distributors, Inc.

Contact: Catherine Parks – President/Owner

Phone: (517) 721-0970 or Cell: (517) 974-4276

1.6.2 Research and Development

The Contractor invests in new research and development and will continue their commitment to R&D.

1.6.3 Quality Assurance Program

The Contractor is ISO 9001:2008 certified.

1.6.4 Warranty for Deliverable(s)

The Contractor agrees to the warranty stipulations of 5 years for Ballistic Vests and 18 months for the Carriers stated in Section 2.13.5, Equipment Warranty.

1.6.5 Special Incentives

Contractor offers these listed incentives:

A 24-48 hour turn-around time once a Ballistic vest is received for alterations.

60 days to return a vest for alterations at no cost to the State of Michigan or MiDEAL members.

Measure State of Michigan personnel at the listed work site addresses, and agrees to measure all MiDEAL members

1.6.6 Energy Efficiency – Deleted - Not Applicable

1.6.7 Environmental Requirements – Deleted - Not Applicable

1.6.8 Recycled Content and Recyclability

(a) **Deliverable(s)** – Deleted, Not Applicable

(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.

Armor Express uses corrugated cardboard boxes for shipment which are easily recyclable. Vests are packaged in a plastic bag inside box for protection during shipping.

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 Contractor must disclose whether the products contain BFRs.

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

1.7 Extended Purchasing

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. Estimated requirements for MiDEAL Members are not included in the quantities shown in this Contract.

The Contractor must supply Deliverable(s) to the State 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 agrees that they will supply Deliverable(s) to eligible State employees on a direct and individual basis. 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 September 1, 2011, and expires August 31, 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 the 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 the Department of Natural Resources (State). **DTMB-Purchasing Operations is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within DTMB-Purchasing Operations for this Contract is:

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.**

Ruth Thole, Buyer
Department of Natural Resources
Mason Bldg, 6th Floor
PO Box 30028
Lansing, MI 48909
tholer@michigan.gov
517-335-1553

2.3.3 Project Manager

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

Dorene Sandoval
Department of Natural Resources
Law Enforcement Division
Mason Bldg, 4th Floor
PO Box 30031
Lansing, MI 48909
sandovald@michigan.gov
517-373-0295

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 the 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 the 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
mandernachd@michigan.gov
(517) 241-7233

If to Contractor:

Catherine Parks
6539 Westland Way, Suite 21 & 22
Lansing, MI 48917
Phone: (517) 721-0970
Email: cmparks@cmpdist.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 this Contract or the State's ability to recover damages.

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

2.3.9 Equipment – 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 – See Section 1.3.3

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 – Deleted – Not Applicable

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** ballistic panels and armor plates and **18 months** for the carrier 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 must provide a toll-free telephone number 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:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations;

\$2,000,000 Products/Completed Operations Aggregate Limit;

\$1,000,000 Personal & Advertising Injury Limit; and

\$1,000,000 Each Occurrence Limit.

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:

\$10,000,000 General Aggregate

Additional Requirements:

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

(C) Motor Vehicle Insurance

Minimal Limits:

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

(D) Hired and Non-Owned Motor Vehicle Coverage

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

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

(E) Workers' Compensation Insurance

Minimal Limits:

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

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

Additional Requirements:

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

(F) Employers Liability Insurance

Minimal Limits:

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

\$500,000 Aggregate Disease

Additional Requirements:

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

2.14.2 Subcontractor Insurance Coverage

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

2.14.3 Certificates of Insurance and Other Requirements

Before 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 this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.15.6 Indemnification Procedures

These procedures apply to all indemnity obligations:

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

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

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

2.15.7 Limitation of Liability

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

2.16 Termination by the State

2.16.1 Notice and Right to Cure

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

2.16.2 Termination for Cause

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

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

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

(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of this Contract, the termination will be deemed to have been a termination under

Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

2.16.3 Termination for Convenience

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

2.16.4 Termination for Non-Appropriation

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

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

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

2.16.5 Termination for Criminal Conviction

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

2.16.6 Termination for Approvals Rescinded

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

2.23 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 this 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

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

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 this 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 this 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 this 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 – Deleted - Not Applicable

2.24.14 Reformation and Severability

Each provision of this Contract is severable from all other provisions of this 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 this Contract remain in full force and effect.

2.24.15 Approval

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

2.24.16 **No Waiver of Default**

Failure by a party to insist upon strict adherence to any term of this Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of this 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
Armor Express; Halo HLOF-D-II***

This specification fully describes the minimum requirements for furnishing concealable, bullet resistant, soft body armor. The Contractor will supply state of the art concealable body armor with optimum protection and wear ability. 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 compliance with this specification, as well as provide compliance to the NIJ Standard for both labeling and ballistic performance.

The delivered 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.

MINIMUM REQUIREMENTS:

The specifications described herein shall be deemed the minimum standards acceptable by the Department of Natural Resources.

DESIGN REQUIREMENTS:

The concealable soft body armor described herein is intended for primary use as an internal garment – worn under a uniform or other type of garment. The ballistic vest shall consist of two primary components – the BALLISTIC PANELS, which consist of the ballistic panels enclosed by a protective, waterproof and seam sealed ballistic panel cover and the CONCEALABLE CARRIER.

PRODUCT TECHNICAL SPECIFICATIONS AND NIJ CERTIFICATION:

The Halo II Ballistic Armor System with a black Revolution concealable carrier complete with a tactical upgrade to the carrier, along with the Ara-shock Level IIIA Trauma Plate specifications are as follows:

A. BALLISTIC PANEL: Armor Express Halo™

1. CONSTRUCTION

Men's - The ballistic panels shall be constructed of ***Twaron® Microfilament Flex Woven Aramid fabric and Twaron® LFT. NO ZYLON FABRICS WILL BE PERMITTED.*** There will be no stitching through the entire ballistic panels, with the exception of bar-tacking using Aramid thread.

Women's - The ballistic panels shall be constructed of ***Twaron® Microfilament Flex Woven Aramid fabric and Twaron® LFT. NO ZYLON FABRICS WILL BE PERMITTED.*** The ballistic panels for Female vests must have shaping darts in the front panels. Female vests must be “overbuilt” from their male equivalent using additional ballistic material for added trauma protection to the typical smaller female form. There will be no stitching through the entire ballistic panels, with the exception of bar-tacking using Aramid thread.

Ballistic Panel Properties:

Threat Level	Maximum Areal Density	Maximum Thickness
<u>Male</u> II	Lbs/ft ² .92	Inches .21
<u>Female</u> II	Lbs/ft ² .97	Inches .24

V-50 Ballistic Limit Test:

Threat Level	NIJ Test Ammo	Average V50Male
II	9mm 124/FMJ	1,617 ft/s
II	.357 Mag 158/JSP	1,606 ft/s

Backface Signature:

The average Backface Deformation is to be no greater than the following on the NIJ Certification tests:

Threat Level	NIJ Test Ammo	Avg. Backface Deformation Male
II	9mm	34.4 mm
II	.357 Mag	37.5 mm

2. COVER MATERIAL

Each ballistic panel shall be permanently covered and SONIC SEAM SEALED in a Waterproof Ripstop Nylon pad cover. This cover must make the ballistic panel completely WATERPROOF protected.

3. PERFORMANCE

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.

4. OTHER MATERIALS:

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

5. THREAD:

The thread for all stitching shall be Aramid thread.

6. TECHNICAL SPECIFICATIONS:

NIJ THREAT LEVEL	II
NIJ CERTIFICATION SIZES	C1 – C5
MODEL DESIGNATION	HLO-D-II
BALLISTIC MATERIAL	Twaron® Microfilament Flex Woven Aramid & Twaron® LFT
PAD COVER	Seam-sealed, waterproof Ripstop Nylon
Warranty	5 Years
GENDER	Neutral
Test ID #	AXE09-001652
Weight (Areal Density)	.92lbs/ft²
Thickness	0.21 Inches
V-50 – 9mm	1,617 ft/s
V-50 -- .357 Mag	1,606 ft/s
Certification BFS – 9mm	34.4 mm
Certification BFS -- .357 Mag	37.5 mm
GENDER	Female
Test ID #	AEX09-001738
Weight (Areal Density)	.97 lbs/ft²
Thickness	.024 Inches
V-50 – 9mm	1,678 ft/s
V-50 -- .357 Mag	1,605 ft/s
Certification BFS – 9mm	30.9 mm
Certification BFS -- .357 Mag	34.5 mm

7. WARRANTY:

Each ballistic panel, assuming normal use and lack of abuse, shall be warranted to be free of defects in material and workmanship for 5 YEARS from date of purchase.

B. CONCEALABLE CARRIER: Armor Express Revolution™

1. COLOR:

Carrier color will be black.

2. TACTICAL UPGRADE OPTION:

The black Revolution Carrier shall be supplied with a flap embroidered with a 1" universal medical alert emblem in light blue thread, concealing a Velcro hook and loop panel with a removable medical alert tag. In addition, a black panel with a Velcro hook and loop backing shall be provided for both the front and rear of the Revolution Carrier. The block letters on the front and rear panels shall state the word **POLICE**, and shall be printed in non-retroreflective Vegas Gold color. The front panel shall measure 6" x 2" and the rear panel shall measure 9" x 2".

3. EXTERNAL MATERIAL:

- a. **Micro-Fiber Twill:** The concealable carrier exterior material is to be constructed from heavy weight Micro-Fiber Twill material, with a composition of 100% polyester, finished with DWR and Anti-Static, and a denier of 75D x 150D weighing 4.5 oz./yd². In using ASTM D4966-1998, option 1, Martindale abrasion & Pilling tester, and 9 KPA total pressures, the abrasion resistance is at least 40,000 cycles. The tear resistance is 4.2 lbs. (warp) and 5.1 lbs. (fill), and the break strength is 218 lbs. (warp) and 234 lbs. (fill). The dimensional stability is 1.1% shrinkage (warp) and 0.4% shrinkage (fill).
- b. **Hook & Loop Material:** The hook and loop material used in the construction of the concealable carrier shall be constructed of a 100% nylon material. This material shall exhibit original lengthwise peel strength of 250 g/cm and original shear strength of 85- g/cm. It shall exhibit water resistance capabilities ensuring the material retains 50% closure strength when wet and regains 100% of closure strength upon drying. The Velcro® hook is die cut with an "easy" peel tip and a backing of 0199-nd adhesive. The knit loop nylon material has a weight of 12.8 +/- 1.3 oz. per square yard when used together, the hook and loop exhibit a peel strength of 0.80 lbs. per inch width (test method 40011) and a shear strength of 7.0 lbs. per square inch (test method 40012).
- c. **Elastic Material:** The Elastic material (2", 4" and 6") used in the construction of the concealable carrier shall be constructed of 72% Polyester and 28% Latex. This material shall exhibit a stretch of 90% +/- 10% with a Picks/inch 72 and a Warp Yarn 2/150 Texturized Polyester. This material has a Filling Yard 2/150 Texturized Polyester, Elastomer, CR 980 Covered Rubber, and a Finish: PVA.

4. INTERNAL MATERIAL:

- a. **Breezknit™ Material:** The concealable carrier internal material is to be constructed from Breezknit™ material, with a composition of 100% polyester, finish of Moisture Management, Anti-Microbial and Anti-Odor, and weighing 4.25 oz/yd². In using ASTM D4966-1998, option 1, Martindale abrasion & pilling tester, 9KPA total pressure, the abrasion resistance is at least 35,000 cycles (face side) and the Dimensional Stability is 0.5% shrinkage (length) and 0.7% shrinkage (width).
- b. **Breath-O-Prene® Material:** The Breath-O-Prene® material in the concealable carrier internal shoulders is to be constructed from a material of polyurethane, 91% nylon (polyamide) and 9% Lycra (spandex) with a Warp Stretch of 100% +/- 10%, a Width Stretch of 90% +/- 10% Warp, and Width shrinkage of 6% maximum. The compression of the material is 25%, the deflection is (psi) 2.0-6.0, the density (lbs/ft³) is 6.0-8.0. The tensile strength is (psi) 125 maximum and an Elongation 250% minimum. The polyurethane is typically flame-laminated to a longevity loop (UBL) fabric, nylon or Lycra.

5. NOTIONS:

Thread and accessories used in the construction of the carrier shall be corrosion resistant under subsection to environmental elements such as sunlight (UV), moisture, and humidity.

6. THREAD:

The thread used in the construction of the concealable carrier shall be nylon multi-filament (constructed from nylon consisting of multiple continuous filaments woven together into a cohesive bundle and plied to make the thread). This thread shall possess a Denier size of 515, a single-end break strength of 7.4 lbs., an elongation break strength of 18.7 lbs., a loop break strength of 8.8 lbs. and shall exhibit a seam strength (301SSa-1 Lockstitch (8spi)) of 91.4 lbs. and (401SSa-1 Chain stitch 8spi)) of 110.9 lbs.

7. ZIPPER:

The zippers used in the construction of the concealable carrier and subjected to moderate use are to be affixed to a polyester tape material base, utilize teeth constructed of polyester, a top stop constructed of brass and plated with nickel and bottom stop constructed of aluminum and coated with enamel paint and contain a minimum of 23 teeth per inch and a maximum of 24 teeth per inch.

8. CONSTRUCTION:

The concealable carrier shall be constructed of heavy weight microfiber twill fabric of 75D x 150D. General stitching is to be 6 spi +/- 1 (stitches per inch). The combined material and design offers the maximum comfort, with breathability, durability in a wear resistant garment. The microfiber "Wearstrip" on the inside lining adds extra protection from abrasion that may occur during use. A flap is attached to the bottom of the 5" x 8" front plate pocket for concealment of a "Blood Tag". The "Blood Tag" has the wearers' name, Blood Type, and critical medical instruction. An inner suspension system secures the protective panels in place to prevent sagging.

9. SAFETY:

The Concealable Carrier shall provide specific attributes with respect to safety.

The Concealable Carrier shall provide a single plate pocket on the front of the carrier. This plate pocket will allow for a 5" x 8" insert for more protection.

10. WARRANTY:

Each vest Carrier shall be warranted to be free of defects in material and workmanship for 18 MONTHS from date of purchase.

C. BALLISTIC PLATES AND PACS: Ara-Shock or approved alternate Semi-Rigid Armor Plate made from flex woven 100% Aramid fiber in a rubberized waterproof coating. 5" x 8" plate weighs .36 lbs. Plate inserted into the front of the carrier provides added ballistic protection comparable to level IIIA and Knife 1.

BALLISTIC VEST CONFIGURATION:

- A. The vest provided shall be of a concealable, undershirt type bullet-resistant protection.
- B. Each vest shall be of a slip on construction and must be adjustable at 8-points in the chest, shoulder, and waist areas.
- C. Each carrier will have multiple points of adjustment with two Removable 4" wide Adjustable Side Straps with Peel Point technology and two 2" wide Removable Elastic Side Straps with Peel Point Technology and two 2" wide Removable Elastic Shoulder Straps with Velcro® closures.
- D. Each vest is to be cut with sufficient armhole room so as not to irritate, or restrict the wearer from performing "normal" duties.
- E. 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.
- F. Each vest shall provide front, back, and side protection. The 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. 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.
- G. 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.

- H. All corners of the vest must be rounded to avoid chaffing of the body.
- I. There shall 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.

LEVEL OF BALLISTIC PROTECTION:

Each ballistic vest 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 vest shall be approved by the NIJ and Body Armor Compliance Testing Program.

VEST IDENTIFICATION LABELS:

Ballistic 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.

SIZING:

All ballistic vests shall be custom measured and sized to individual Officers. All fittings will be performed at the agency or in the Contractor's store.

Manufacturer factory trained personnel shall be responsible for sizing at individual worksites. The Department of Natural Resources has 60 days to return vests for alterations at no cost to the Department.

PACKAGING & DELIVERY:

Each vest must be packaged & shipped consistent with good commercial practices.

Each vest shall be packaged in an individual plastic bag and placed in a suitable cardboard box for standard shipping with other vests where applicable.

Products must be delivered in an expedient timeframe agreed upon between the agency and the Contractor.

VEST DISPOSAL

Michigan Department of Natural Resources will return all old out dated vest for Contractor to provide proper disposal. All vests for disposal will be returned 60 days after new vest are accepted.

VENDOR QUALITY ASSURANCE PROGRAM:

The Contractor of this contract 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:

Contractor has provided proof of having product liability insurance in the amount of twenty million dollars.

Attachment B, Contract Price and Drop Points

Item Number	Quantity	Unit of Issue	Description	Unit Cost	Extended Cost
1.	230	EA	Concealable Body Armor (to include Ballistics Panels, 2 Carriers and Armor Plate)	\$ <u>685.00</u>	\$ <u>157,550.00</u>
2.	200	EA	Carrier	\$ <u>85.00</u>	\$ <u>17,000.00</u>

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

1. Marquette Operations Service Center, 1990 US-41 South, Marquette, MI 49855
2. Newberry Operations Service Center, 5100 State HWY M-123, Newberry, MI 49868
3. Gaylord Operations Service Center, 1732 West M-32, Gaylord, MI 49735
4. Cadillac Operations Service Center, 8015 Mackinaw Trail, Cadillac, MI 49601
5. Roscommon Operations Service Center, 8717 N. Roscommon Rd, Roscommon, MI 48653
6. Bay City Operations Service Center, 3580 State Park Dr, Bay City, MI 48706
7. Plainwell Operations Service Center, 621 North 10th St, Plainwell, MI 49080
8. Roselake Field Office, 8562 East Stoll Rd., East Lansing, MI 48823
9. Southfield Operations Service Center, 26000 W. Eight Mile Rd., Southfield, MI 48034
10. DNR Headquarters, 530 W. Allegan, Lansing, MI 48933

* Prices quoted must be F.O.B. Destination, Freight Pre-Paid and Allowed.