

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. 06
 to
CONTRACT NO. 751B2200053
 Between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
The Yaffe Group 26100 American Drive, Suite 401 Southfield, MI 48034	Michael Morin	michaelm@yaffe.com
	PHONE	VENDOR FEIN # (LAST FOUR DIGITS ONLY)
	(248) 262-9630	*****5156/002

STATE CONTACTS	DIVISION	NAME	PHONE	EMAIL
CONTRACT MANAGER	Forest Resources	Deb Stolecki	(517) 284-5905	Stoleckid@michigan.gov
CONTRACT ADMINISTRATOR	Finance and Operations	Lisa VanOstran	(517) 284-5975	vanostranl@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Media Purchasing Contract for Fire Prevention			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
3/15/2012	3/14/2015	2 – 1 year options	3/14/16
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
None			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	One year	3/14/2017
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE		ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$486,318.00	\$105,000.00		\$591,318.00	
DESCRIPTION: Exercise final option year and extend contract to 3/14/2017. Add \$105,000 to cover services during the extension period. Update Contract Administrator name, phone number and email address.				

Change Notice Number: 06
Contract Number: 751B2200053

For the Contractor:

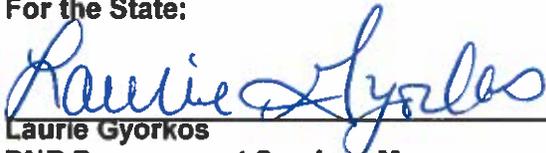


Michael Morin
The Yaffe Group

01/21/16

Date

For the State:



Laurie Gyorkos
DNR Procurement Services Manager
State of Michigan

1/22/16

Date

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. 05
 to
CONTRACT NO. 751B2200053
 Between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
The Yaffe Group 26100 American Drive, Suite 401 Southfield, MI 48034	Michael Morin	michaelm@yaffe.com
	PHONE	VENDOR FEIN # (LAST FOUR DIGITS ONLY)
	(248) 262-9630	*****5156/002

STATE CONTACTS	DIVISION	NAME	PHONE	EMAIL
CONTRACT MANAGER	Forest Resources	Deb Stolecki	(517) 284-5905	Stoleckid@michigan.gov
CONTRACT ADMINISTRATOR	Finance and Operations	Jana Harding-Bishop	(517) 284-5938	HardingJ3@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Media Purchasing Contract for Fire Prevention			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
3/15/2012	3/14/2015	2 - 1 year options	3/14/15
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
None			

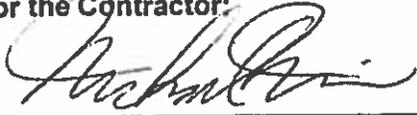
DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		CN # 4 - 3/14/16
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$484,318.00	\$2,000.00	\$486,318.00		
DESCRIPTION: Request to amend the current contract to add an additional \$2,000.00 to the already existing \$15,000.00 new creative line item on the Media Plan Budget Summary (pg. 29) identified in the 2015 Fire Prevention Campaign. The new creative work originally included the development and production of a new 30 second radio audio sound bite and one new TV commercial ad all of which pertain and promote the Michigan Burn Permit are required campaign and fire prevention messaging. After being presented with the radio audio creative's concepts and draft idea's it was determined to move				

forward with development of 3 new versions to replace the old ones that have been used for many years and have listeners no longer paying attention as they have been heard over and over too many times.

See revised budget below

Change Notice Number: 05
Contract Number: 751B2200053

For the Contractor:

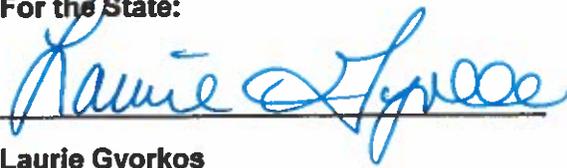


Michael Morin
The Yaffe Group

05/20/15

Date

For the State:



Laurie Gyorkos
DNR Procurement Services Manager
State of Michigan

5/22/15

Date

Original 2015 Media Plan Budget Summary:

The proposed media plan will provide sufficient coverage to the select markets that MDNR would like to focus on in communicating the 2015 Fire Prevention messaging to its target M35+ audience. The chart below summarizes the media schedule, placements and total expenditure, together with the amount reserved for dubs and the agency mark-up of 17.65%.

2015 DNR MEDIA PLAN - FIRE PREVENTION CAMPAIGN			
April to September 2015			
\$165,000 Gross Budget			
CAMPAIGN & FLIGHT DATES	TOTAL	PAID TOTAL (No. of Spots)	PSAs (No. of Spots)
BROADCAST TV Burn Permit: 3/30/15 - 5/19/15	\$ 17,895.00	139	79
CABLE TV Burn Permit: 3/30/15 - 5/19/15	\$ 10,548.00	3,475	2,797
RADIO Burn Permit: 3/23/15 - 5/17/15	\$ 28,151.00	1,735	859
RADIO Holiday Awareness: 5/18/14 - 8/31/15	\$ 26,194.00	1,775	873
RADIO General Awareness: 6/1/15 - 8/23/15	\$ 29,895.00	2,590	1,295
DIGITAL Budget: 3/30/15 - 8/30/15	\$ 19,000.00		
TOTAL MEDIA BUDGET (Gross)	\$ 131,683.00		
TOTAL MEDIA BUDGET (Net)	\$ 111,930.55		
DUBS	\$ 320.00		
NEW CREATIVE	\$ 15,000.00		
TOTAL MEDIA BUDGET (Net) + CREATIVE + DUBS	\$ 127,250.55		
AGENCY COMMISSION	\$ 22,459.72		
CONTRACT GROSS	\$ 149,710.27	9,714	5,903
OUTDOOR AWARENESS 4/6/15 - 8/30/15	\$15,195.67	47 Posters/2 Bulletins	
GROSS TOTAL BUDGET	\$ 164,905.95		

REVISED 2015 Media Plan Budget Summary:

The proposed media plan will provide sufficient coverage to the select markets that MDNR would like to focus on in communicating the 2015 Fire Prevention messaging to its target M35+ audience. The chart below summarizes the media schedule, placements and total expenditure, together with the amount reserved for dubs and the agency mark-up of 17.65%.

2015 DNR MEDIA PLAN - FIRE PREVENTION CAMPAIGN			
April to September 2015			
\$165,000 Gross Budget			
CAMPAIGN & FLIGHT DATES	TOTAL	PAID TOTAL (No. of Spots)	PSAs (No. of Spots)
BROADCAST TV Burn Permit: 3/30/15 - 5/19/15	\$ 17,895.00	139	79
CABLE TV Burn Permit: 3/30/15 - 5/19/15	\$ 10,548.00	3,475	2,797
RADIO Burn Permit: 3/23/15 - 5/17/15	\$ 28,151.00	1,735	859
RADIO Holiday Awareness: 5/18/14 - 8/31/15	\$ 26,194.00	1,775	873
RADIO General Awareness: 6/1/15 - 8/23/15	\$ 29,895.00	2,590	1,295
DIGITAL Budget: 3/30/15 - 8/30/15	\$ 19,000.00		
TOTAL MEDIA BUDGET (Gross)	\$ 131,683.00		
TOTAL MEDIA BUDGET (Net)	\$ 111,930.55		
DUBS	\$ 320.00		
NEW CREATIVE	\$ 17,000.00		
TOTAL MEDIA BUDGET (Net) + CREATIVE + DUBS	\$ 129,250.55		
AGENCY COMMISSION	\$ 22,459.72		
CONTRACT GROSS	\$ 151,710.27	9,714	5,903
OUTDOOR AWARENESS 4/6/15 - 8/30/15	\$15,195.67	47 Posters/2 Bulletins	
GROSS TOTAL BUDGET	\$ 166,905.95		

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. 04
 to
CONTRACT NO. 751B2200053
 Between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
The Yaffe Group 26100 American Drive, Suite 401 Southfield, MI 48034	Michael Morin	michaelm@yaffe.com
	PHONE	VENDOR FEIN # (LAST FOUR DIGITS ONLY)
	(248) 262-9630	*****5156/002

STATE CONTACTS	DIVISION	NAME	PHONE	EMAIL
CONTRACT MANAGER	Forest Resources	Deb Stolecki	(517) 284-5905	Stoleckid@michigan.gov
CONTRACT ADMINISTRATOR	Finance and Operations	Jana Harding-Bishop	(517) 284-5938	HardingJ3@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Media Purchasing Contract for Fire Prevention			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
3/15/2012	3/14/2015	2 – 1 year options	3/14/15
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
None			

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"/>	1 year	3/14/16
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$367,318.00		\$117,000.00	\$484,318.00	

DESCRIPTION: Exercise the first option year of the contract Add \$117,000.00 to cover the option period Add billboard advertising to the contract Add 2015 complete advertising campaign

For the Contractor:

On-file in DNR Procurement

Michael Morin
The Yaffe Group

3/4/15

Date

For the State:

On-file in DNR Procurement

Laurie Gyorkos
DNR Procurement Services Manager
State of Michigan

3/5/15

Date

Michigan DNR

2015 Fire Prevention Campaign

Media Plan and Budget

Presented to:

MDNR – Forest Resources Division

Beth Clute, Promotional Agent

Dan Laux, DNR Wildfire Specialist

*the***Yaffe***group*

Revised: 14 February 2015



Plan Objectives:

- Provide a media plan and budget allocation for the \$165,000 Gross budget earmarked to support the 2015 MDNR Fire Prevention campaign with TV, Cable, Radio, Digital and Outdoor.
- Present a media schedule which incorporates requested placement by DNR:
 - Broadcast TV and Cable TV (CATV) schedules starting Week 3/30/15 through 5/12/15 in Alpena and Traverse City DMA; and 4/6/15 through 5/19/15 in Marquette
 - Spot Radio schedules to support *Spring Burn Permits* to be launched on these flight dates, based on anticipation of delayed fire/burn season in the following markets:
 - Week of 3/23 start: Bay City, Midland and Muskegon
 - Week of 3/30 start: Alpena and Traverse City
 - Week of 4/6 start: Marquette/Northern MI
 - Spot Radio schedules to support *Holiday Fireworks and Fire Prevention Awareness* and *General Awareness on Fireworks and Fire Prevention* to be launched on these flight dates, based on anticipation of delayed fire/burn season in the following markets:
 - Week of 4/13 start: Bay City and Midland
 - Week of 4/20 start: Alpena and Traverse City
 - Week of 4/27 start: Marquette and Northern Michigan



Plan Objectives (cont'd):

- Digital advertising schedule delivering display banner ads and pre-roll videos for the duration of the campaign, Week of 3/30 through 8/30/15 in all markets: Alpena, Marquette, Traverse City, Cadillac, Bay City, Midland, Lansing, Grand Rapids and Muskegon
- Outdoor advertising schedule covering the five-month period from April-August. Posters in the Western UP will launch in the week of 4/6 in Gogebic, 4/20 in Delta and 4/27 in Menominee. Posters in mid-upper Michigan will launch 4/7. Two bulletins will support the DNR campaign in high-traffic locations on I-75 and US 131 and will remain up as available April-August.

Michigan DNR Fire Prevention



Proposed Media Plan and Budget Allocation :

The chart below illustrates how the \$150,000 Gross budget will be allocated, as well as information pertaining to the type of media to be used, the advertising campaign, spot lengths, market coverage, and the flight dates are listed. Media schedules will push toward the weekend when outdoor activity is at its peak.

MEDIA	CAMPAIGN	DMA/Markets	SPOT LENGTH	FLIGHT DATES
Broadcast TV	2015 MDNR Spring Burn Permits and Fire Prevention Awareness	Alpena	:30-second spot	3/30 - 5/12/15
		Traverse City-Cadillac		4/6 - 5/19/15
Cable TV	2015 MDNR Spring Burn Permits and Fire Prevention Awareness	Alpena	:30-second spot	3/30 - 5/12/15
		Traverse City-Cadillac		4/6 - 5/19/15
Spot Radio	2015 MDNR Spring Burn Permits	Marquette	:30-second spot	3/23/15 - 5/12/15
		Bay City/Midland		3/23/15 - 5/12/15
		Muskegon		3/30/15 - 5/18/15
		Alpena		3/30/15 - 5/18/15
		Traverse City-Cadillac		4/6/15 - 5/18/15

Michigan DNR Fire Prevention



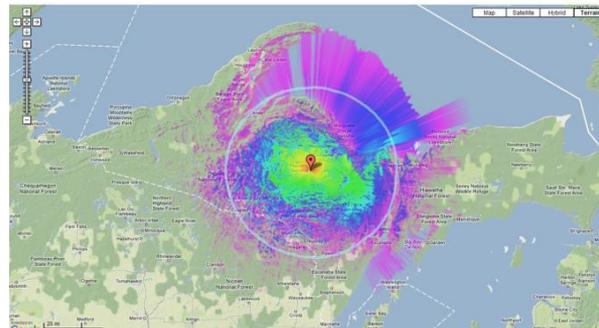
Proposed Media Plan and Budget Allocation (Con't):

MEDIA	CAMPAIGN	DMA/Markets	SPOT LENGTH	FLIGHT DATES
Spot Radio	2015 MDNR Holiday Fireworks and Fire Prevention Awareness	Alpena Bay City/Midland Traverse City-Cadillac Lansing Marquette Muskegon Grand Rapids	:30-second spot	Memorial Day (Mon, 5/25/15): Weeks 5/18, 5/25 & 6/1/15 4th of July (Fri, 7/3/15): Weeks 6/22, 6/29 & 7/6 Labor Day (Mon, 9/7/15): Weeks 8/31 & 9/7
Spot Radio	2015 MDNR General Awareness on Fireworks and Fire Prevention	Alpena Bay City/Midland Traverse City-Cadillac Marquette Upper Peninsula/ Northern Michigan	:30-second spot	JUNE: Week of 6/1, 6/8 & 6/15 JULY: Week of 7/13, 7/20 & 7/27 AUGUST: Week of 8/3, 8/10 & 8/17
Digital	2015 MDNR Spring Bum Permits 2015 MDNR Holiday Fireworks and Fire Prevention Awareness 2015 MDNR General Awareness on Fireworks and Fire Prevention	Alpena Bay City/Midland Traverse City-Cadillac Lansing Marquette Muskegon Grand Rapids	Display banner ads: 300x250, 728 x90, 160x600 :30-second pre-roll video	3/23/15- 8/30/15

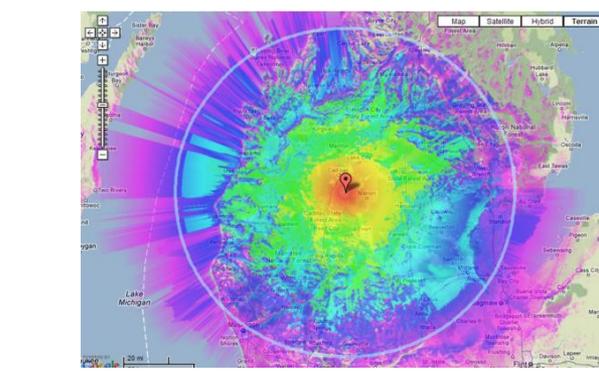
Broadcast TV 2015 Coverage maps



WBKB-TV



WLUC-TV



WWTV-TV



Michigan DNR Fire Prevention

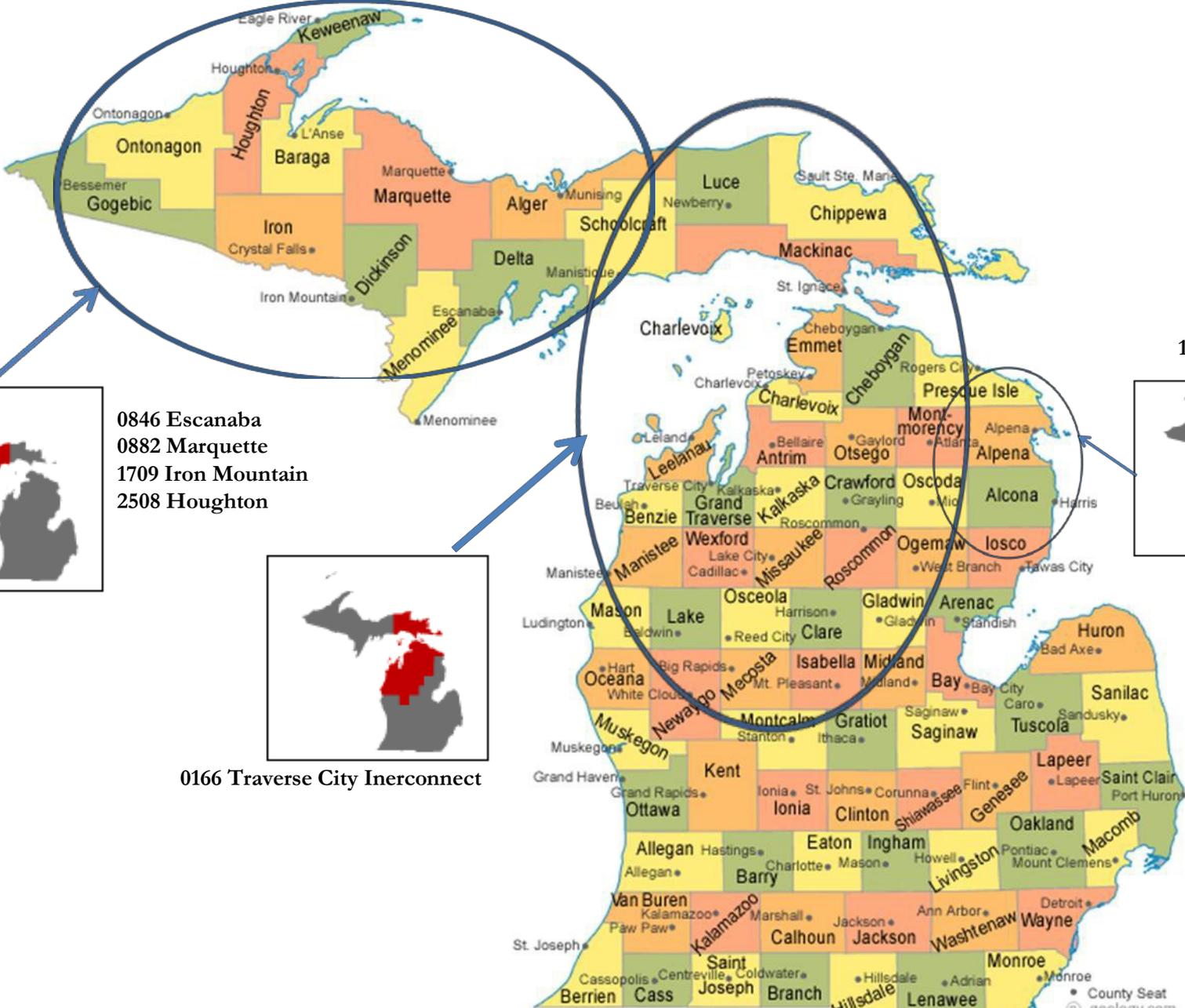


Broadcast TV 2015 proposed schedule:

The broadcast TV schedule will cover all markets – Alpena, Marquette and Traverse City; for a duration of 6 weeks using the top station(s) in each market with spots airing in programming such as News, Sports and Prime programming. that measures high against the campaign target of M35+.

2015 MDNR Spring Burn Permits & Fire Prevention Awareness							
TV Flight Weeks: 3/30 - 5/12/15							
Market	Station	Affiliate	Programming	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	WBKB-TV	CBS	CBS Early Morning News	15	36	79	\$ 4,000.00
			Channel 11 Local News @ 6P	10			
			Channel 11 Local News @ 11P	10			
			Weekend Sports & Primetime programming	8			
Traverse City	WWTV-TV	CBS	CBS Early Morning News	10	20	60	\$ 6,185.00
			Local News @ 12Noon	14			
			Local News @ 5A and 530A	10			
			Weekend Primetime programming	6			
	WFQX-TV	FOX	Local Morning News @ 7A	14	8	26	\$ 1,010.00
			Local Sunday Morning News	4			
TV Flight Weeks: 4/6 - 5/19/15							
Marquette	WLUC-TV	NBC	TV6 Local News @ 6P	12	9	37	\$ 5,800.00
			TV6 Local News @ 7P	12			
			Weekend Sports programming: Kentucky Derby/Preakness	4			
	ELUC-TV	FOX	Weekend Sports programming: Sprint Cup	10	5	52	\$ 900.00
Totals				139	78	254	\$ 17,895.00

Cable TV 2015 Coverage maps



0846 Escanaba
 0882 Marquette
 1709 Iron Mountain
 2508 Houghton

0166 Traverse City Inerconnect

1358 Alpena

Michigan DNR Fire Prevention



Cable TV (CATV) 2015 proposed schedule:

CATV schedule will support the broadcast TV with enhanced buys on top cable networks that index high against the campaign target demo of M35+.

2015 MDNR Spring Burn Permits & Fire Prevention Awareness						
CATV Flight Weeks: 3/30-5/12/15						
Market	Cable System	Networks	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	1358 CHARTER - Alpena, MI	ESPN, History, FX, Spike TV, Comedy Central, Discovery, SyFy, TBS, A & E	650	487	1137	\$ 1,114.00
Traverse City - Cadillac	01668 CHARTER - Traverse City Interconnect	A & E, Discovery, FX, History, ESPN, ESPN 2, TBS, The Weather Channel	275	270	545	\$ 4,822.00
CATV Flight Weeks: 4/6 - 5/19/15						
Marquette	0846 CHARTER - Escanaba, MI	ESPN, ESPN2, NBC Sports, History, FX, Spike TV, Discovery, SyFy, TBS, The Weather Channel, A & E	700	560	1260	\$ 1,202.00
	2508 CHARTER - Houghton, MI	ESPN, NBC Sports, History, FX, Spike TV, Discovery, SyFy, TBS, Tru-TV, The Weather Channel, A & E	625	500	1125	\$ 1,013.00
	1709 CHARTER - Iron Mountain, MI	ESPN, ESPN 2, NBC Sports, History, FX, Spike TV, Discovery, SyFy, TBS, The Weather Channel, A & E	625	500	1125	\$ 1,103.00
	0882 CHARTER - Marquette, MI	A & E, Comedy Central, Discovery, FX, History, Spike TV, ESPN, ESPN 2, TBS, The Weather Channel	600	480	1080	\$ 1,294.00
Totals			3475	2797	6272	\$ 10,548.00



Spot Radio: Burn Permit campaign:

Radio is a frequency medium and purchasing air time on the market's top radio stations would be the ideal strategy to send the message to our target M35+ audience. The emphasis for the radio buys is to target select radio markets and implement staggered flight start dates based on anticipation of delayed fire and burn season this year. For **Bay City/Midland and Muskegon**, the :30-second radio spots will start airing the **Week of 3/23**; **Alpena and Traverse City** will start airing the **Week of 3/30** and then, for **Marquette/Northern MI** markets, radio spots will start airing the **Week of 4/6 start**.

Media schedules will include bonus PSA spots and on-air interviews with the various stations; and per client request, WYKX-FM in Escanaba will be part of the Marquette MSA and will be included in the buy. Also, the Radio Results Network stations will not be included in any of the radio campaigns.

Michigan DNR Fire Prevention



Spot Radio: 2015 Burn Permit campaign

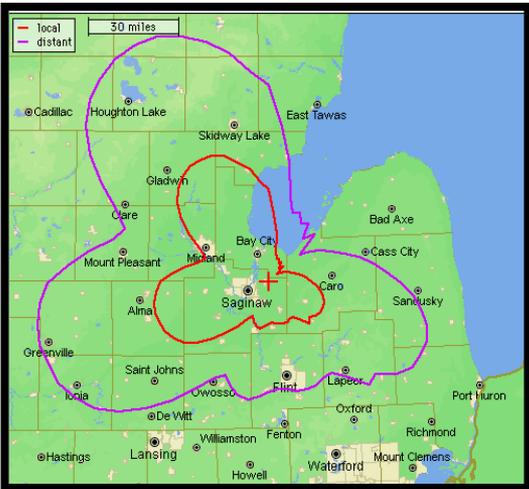
2015 MIDNR Spring Burn Permits

Radio Flight Weeks: 3/23 - 5/12/15

DMA	Market	Station Call Letters	Frequency	Format	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Bay City	Bay City/Midland	WSGW-AM	790 AM & 100.5	News/Talk	75	38	113	\$ 1,725.00
	Bay City/Midland	\Xlffi:\JN-FIY1	96.1	Classic Hits	75	38	113	\$ 1,800.00
Muskegon	Muskegon	WMUS-FIY1	107.9	Country	60	30	75	\$ 1,500.00
	Muskegon	\XJ.jyffiR-FIY1	101.7	Rock	75	38	105	\$ 2,400.00
Radio Flight Weeks: 3/30-5/18/15								
Alpena	Alpena	WATZ-FIY1	99.3	Country	100	50	150	\$ 1,000.00
	Alpena	WATZ-AM	1450 AM	News/Talk	100	50	150	\$ 1,000.00
	Tawas	WKJC-FIY1	104.7	Country	100	50	150	\$ 1,111.00
	Hillman/Alpena	WKJZ-FM	94.9	Oldies	100	50	150	\$ 1,090.00
Traverse City	Traverse City	WTCM-FM	103.5	Country	80	40	120	\$ 1,411.00
	Traverse City	WTCM-AM	580	News/Talk	80	40	120	\$ 1,411.00
	Traverse City	WCCW-FM	107.5	Oldies	80	40	120	\$ 1,411.00
	Kalkaska	WKLT-FM	97.5	Rock	80	40	120	\$ 1,411.00
	Petoskey	WKLZ-FM	98.9	Rock	80	40	120	\$ 1,411.00
Radio Flight Weeks: 4/6-5/18/15								
Sault Ste. Marie	Gaylord	\A7IYI\Z-FM	101.5	Adult Hits	70	35	105	\$ 760.00
	Tuscarora Township	WWSS-FM	95.3	Country	70	35	105	\$ -
	Pickford	WMKD-FM	105.5	Country	80	40	120	\$ 1,411.00
	Sault Ste. Marie	WSUE-FM	101.3	Rock	100	50	150	\$ 2,000.00
Marquette	Marquette	WFXD-FM	103.3	Country	60	30	90	\$ 1,144.00
	Ishpeming	\X.jPD-FM	92.3	Country	60	30	90	\$ 1,225.00
	Powets	WUPF-FM	107.3	Adult Hits	75	38	113	\$ 765.00
	Gwinn	WUPT-FM	100.3	Classic Hits	75	32	107	\$ 765.00
	Canaba	\XIYKX-FM	104.7	Country	60	25	85	\$ 1,200.00
Totals					1735	859	2571	\$ 28,151.00

Spot Radio: 2015 Burn Permit Campaign Coverage maps

- Bay City/Midland

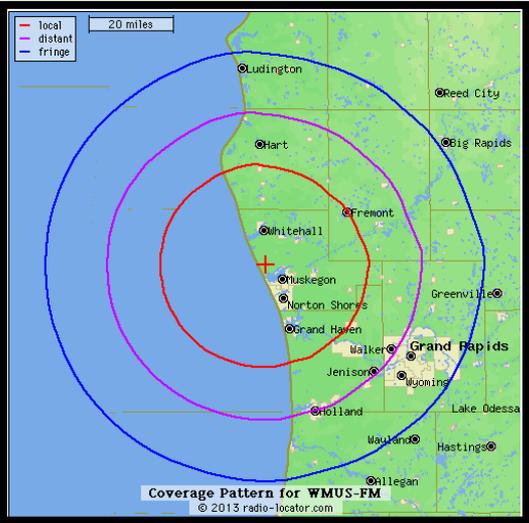


WSGW 790 AM



WHNN-FM 96.1

- Muskegon



WMUS-FM 107.9



WMRR-FM 101.7

Spot Radio: 2015 Burn Permit Campaign Coverage maps

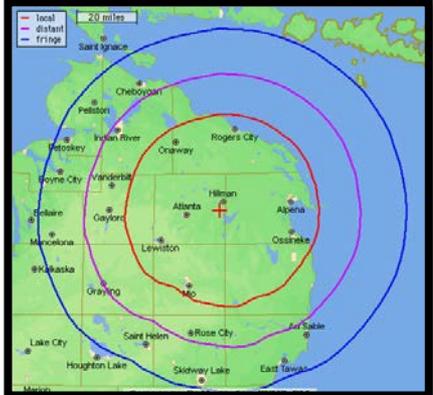
- Alpena



WATZ-FM 99.3



WKJC-FM 104.7



WKJZ-FM 94.9

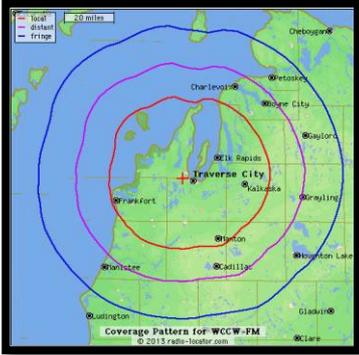
*Coverage map not available for WATZ-AM

Spot Radio: 2015 Burn Permit Campaign Coverage maps

- Traverse City



WTCM-AM/FM



WCCW-FM



WKLT-FM



WKLZ-FM

- Sault Ste. Marie



WMJZ-FM



WWSS-FM



WMKD-FM



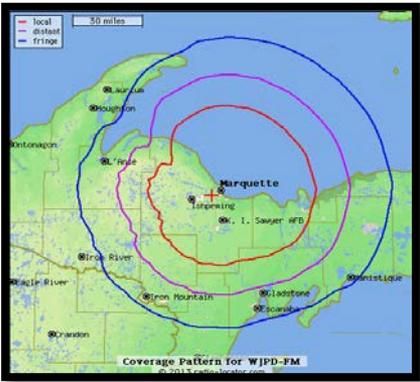
WSUE-FM

Spot Radio: 2015 Burn Permit Campaign Coverage maps

- Marquette



WFXD-FM



WJPD-FM



WUPF-FM



WUPT-FM



WYKX-FM

Michigan DNR Fire Prevention



Spot Radio: 2015 Holiday Fireworks and Fire Prevention Awareness campaign

2015 MDNR Holiday Fireworks and Fire Prevention Awareness

Memorial Day (Mon, 5/25/15):

Weeks 5/18, 5/25 & 6/1/15

4th of July (Fri, 7/3/15):

Weeks 6/22, 6/29 & 7/6

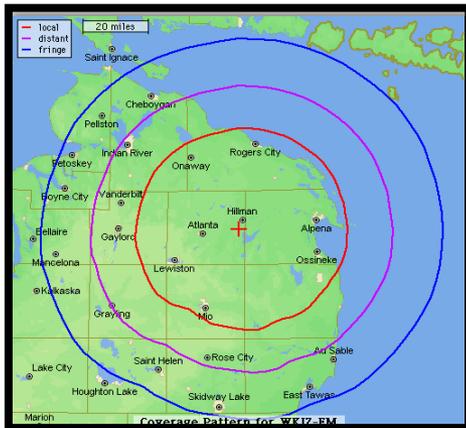
Labor Day (Mon, 9/7/15):

Weeks 8/24 & 9/7

DMA	Market	Station Call Letters	Frequency	Format	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	Hillman/Alpena	WKJZ-rn	94.9	Oldies/Classic Hits	175	88	263	\$ 1,275.00
Grand Rapids	Grand Rapids	WGRD-FJ.v[	97.9	Modem Rock	150	57	207	\$ 4,895.00
Lansing	Lansing/East Lansing Lansing/East Lansing	WMMQ-FM WHZZ-rn	94.9	Classic Rock	150	75	225	\$ 4,350.00
			101.7	Adult Hits	150	75	225	\$ 2,150.00
Marquette	Marquette	WFXD-FJ.v[	103.3	Country	175	88	263	\$ 1,665.00
	Houghton	WHKB-FJ.v[	102.3	Country	175	88	263	\$ 1,055.00
	Escanaba	WYKX-FJ.v[	104.7	Contry	100	50	150	\$ 2,200.00
Muskegon	Muskegon	WMUS-FJ.v[	107.9	Country	175	88	263	\$ 2,185.00
Saginaw/Bay City	Saginaw	WCEN-FJ.v[	94.5	Country	175	88	263	\$ 3,065.00
Traverse City	Traverse City-Petoskey	WBCM-FJ.v[	93.5	Country	175	88	263	\$ -
	Traverse City-Petoskey	WTCM- FJ.v[	103.5	Country	175	88	263	\$ 3,354.00
Totals					1775	873	2648	\$ 26,190.00

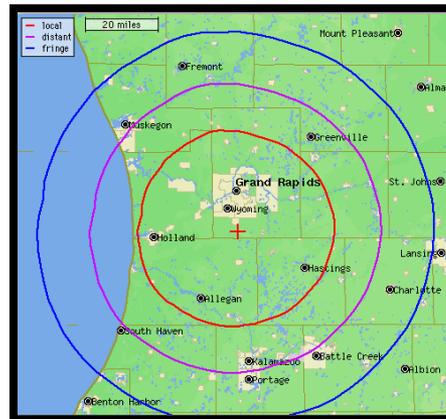
Spot Radio: 2015 Holiday Fireworks and Fire Prevention Awareness Coverage Maps

- Alpena



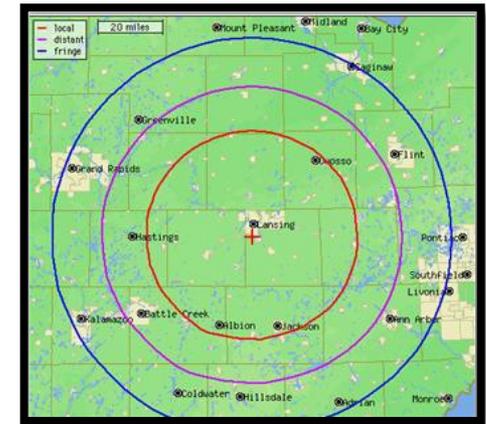
WKJZ-FM

- Grand Rapids



WGRD-FM

- Lansing



WMMQ-FM

- Marquette



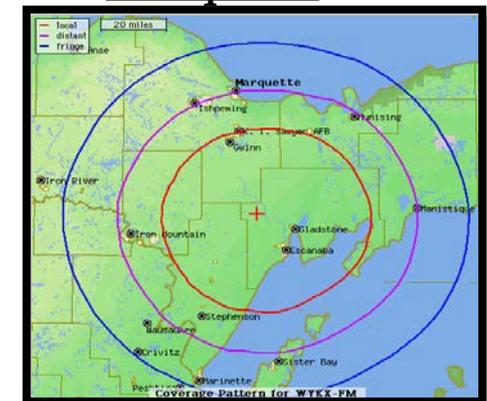
WFXD-FM

- Marquette



WHKB-FM

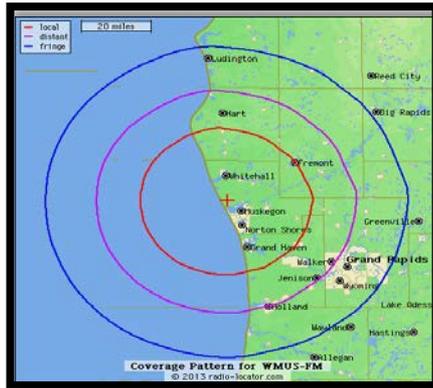
- Marquette



WYKX-FM

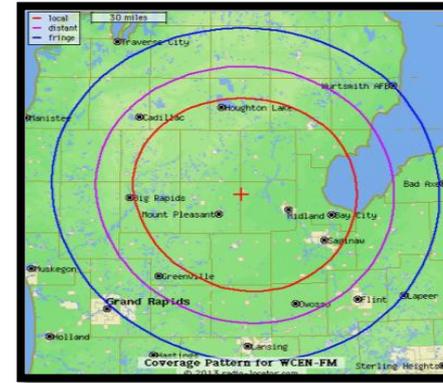
Spot Radio: 2015 Holiday Fireworks and Fire Prevention Awareness Coverage Maps

- Muskegon



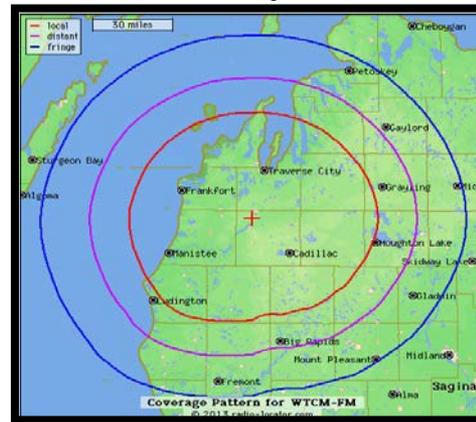
WMUS-FM

- Saginaw



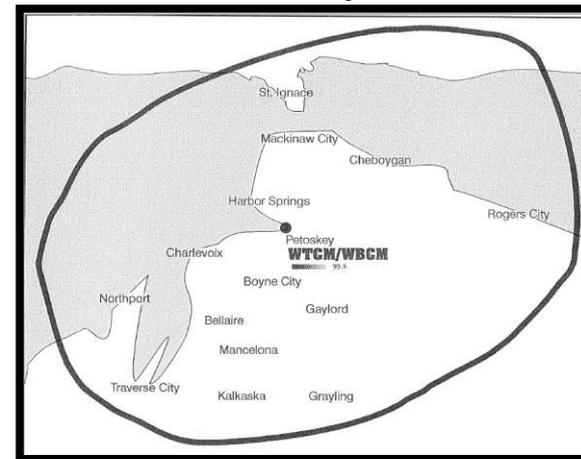
WCEN-FM

- Traverse City



WTCM-AM/FM

- Traverse City



WBCM-FM

Michigan DNR Fire Prevention



Spot Radio: 2015 General Awareness on Fireworks and Fire Prevention

2015MDNR General Awareness on Fireworks and Fire Prevention

JUNE: Weeks of 6/8 & 6/15

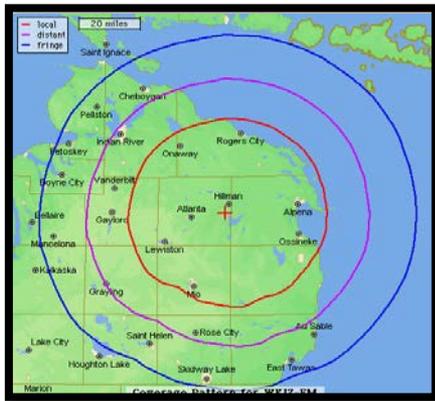
JULY: Weeks of 7/13, 7/20 & 7/27

AUGUST: Weeks of 8/3, 8/10 & 8/17

DMA	Market	Station Call Letters	Frequency	Format	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	Hillman/Alpena	WKJZ-FM:	94.9	Oldies/Classic Hits	120	60	180	\$ 1,200.00
Saginaw/Bay City	Saginaw/IYridland	WKQZ-FM:	93.3	Rock	120	60	180	\$ 2,400.00
	Saginaw/Hemlock	WCEN-FM:	94.5	Country	120	60	180	\$ 2,160.00
Traverse City	Traverse City-Petoskey	'WTCM-FM:	103.5	Country	120	60	180	\$ 2,280.00
		imvi:KT-Alvl:	1270	Talk	120	60	150	\$ 1,200.00
Cadillac	Cadillac,:MI	WKAD-FM:	93.7	Spotts	100	50	150	\$ 1,500.00
Sault Ste. Marie	McIYrillan	IXIMJT-FM:	96.7	Adult Hits	100	50	150	\$ 1,000.00
	Gaylord	IXIMJZ-FM:	IOU	Adult Hits	100	50	150	\$ 1,000.00
	Pickford	imvi:KD-FM:	105.5	Country	220	110	330	\$ 2,310.00
	Newberry	WNBY-FM:	93.9	Oldies/Classic Hits	220	110	330	\$ 2,310.00
	Sault Ste. Marie	WSUE-FM:	101.3	Rock	220	110	330	\$ 2,310.00
Marquette	Marquette	WFXD-FM:	103.3	Country	150	75	225	\$ 1,425.00
	Imn Mountain	WIMK-FM:	93.1	Classic Rock	220	110	330	\$ 2,200.00
	Ishpeming	.X!JPD-FM:	92.3	Country	220	110	330	\$ 2,200.00
	Powers	WUPF-FM:	107.3	Adult Hits	220	110	330	\$ 2,200.00
	Republic	WUPG-FM:	96.7	Adult Hits	220	110	330	\$ 2,200.00
Totals					2590	1295	3855	\$ 29,895.00

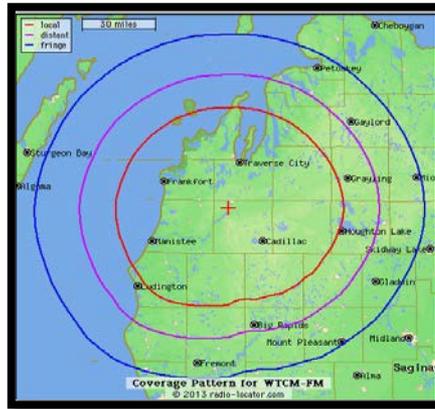
Spot Radio: 2015 General Awareness on Fireworks and Fire Prevention Coverage Maps

- Alpena



WKJZ-FM

- Traverse City



WTCM-AM/FM

- Traverse City



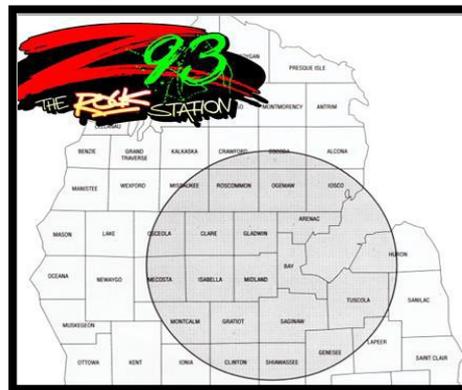
WMKT-AM

- Saginaw



WCEN-FM

- Saginaw



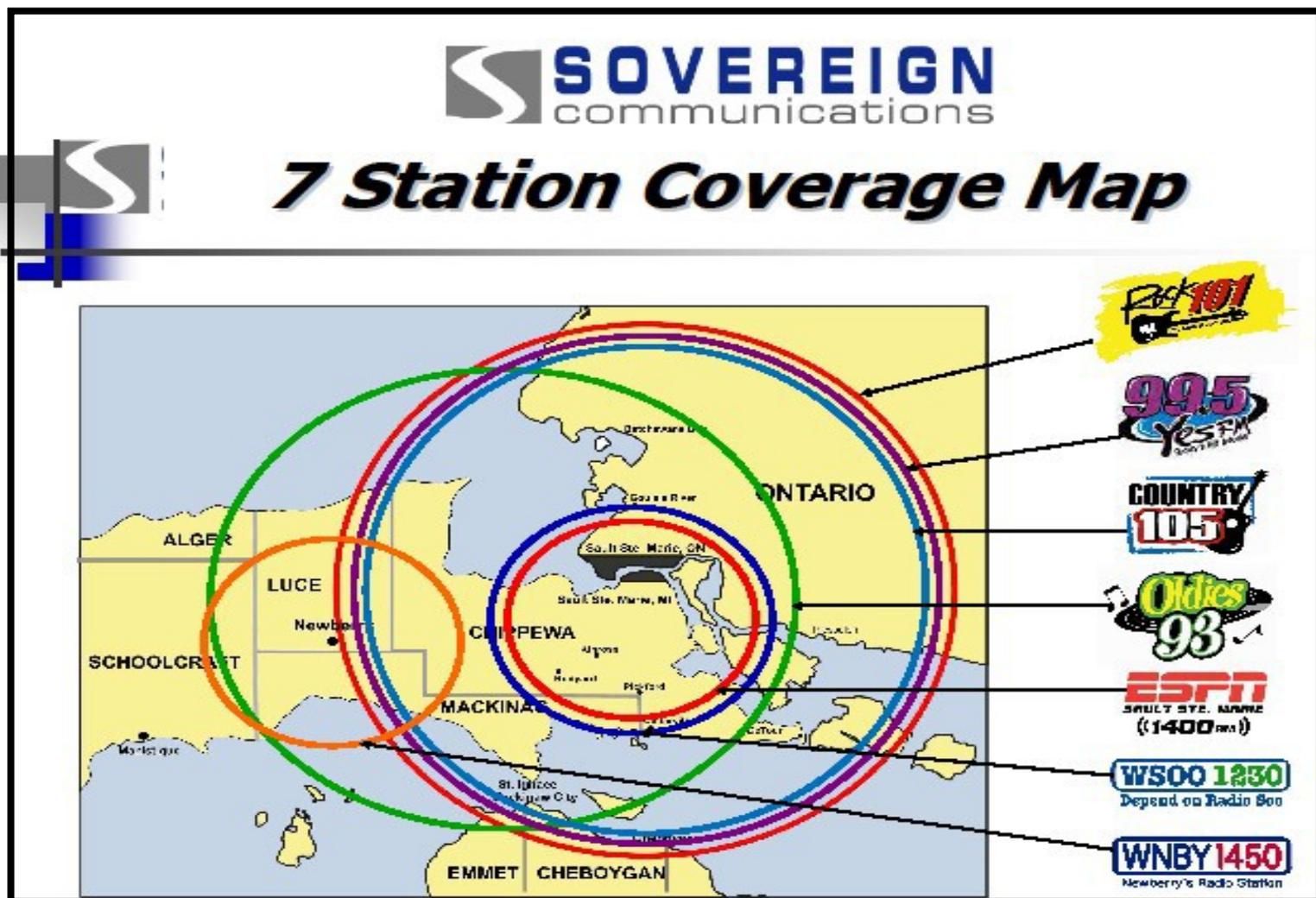
WKQZ-FM

- Cadillac



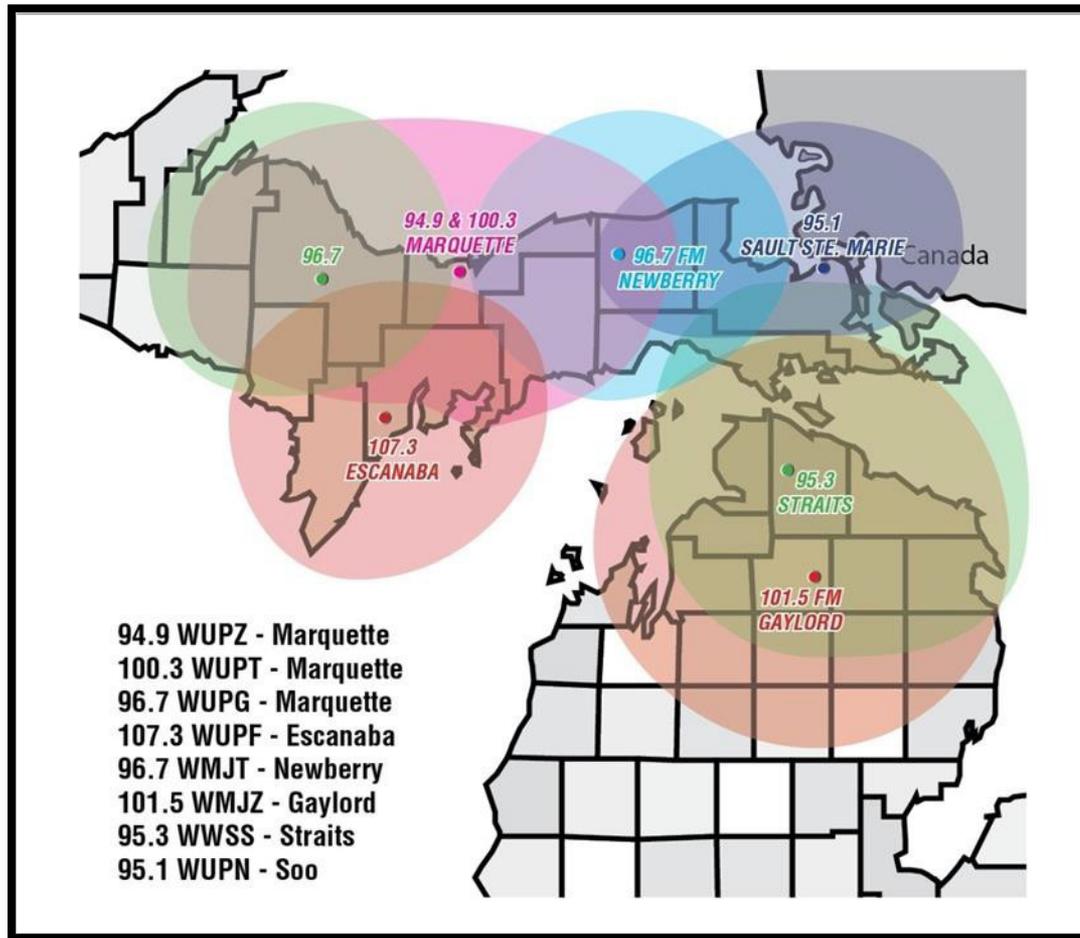
WKAD-AM

Spot Radio: 2015 General Awareness on Fireworks and Fire Prevention Coverage Maps



Spot Radio: 2015 General Awareness on Fireworks and Fire Prevention Coverage Maps

- **Marquette:** Coverage maps for WUPF and WUPG-FM



Michigan DNR Fire Prevention



Digital Buy: 2015 Fire Prevention Campaign

This is the second year that we are incorporating a digital buy into the MDNR Fire Prevention media plan. The digital ad units and pre-roll video will be served geo-targeting the target audience/demo of M35+ in various platforms – desktop or personal computers, mobile cellular or smartphones and tablets (iPad, Kindle, Microsoft notebooks). The allocated budget of \$19,000 Gross will achieve about 2.1M impressions during the 5-month campaign.

The proposed digital schedule will incorporate display banner ads (standard advertising units of 300x250, 728 x90, 160x600 and also pre-roll videos (:30-second audio and video spots) covering all media markets for the duration of the flight, from APRIL (Week of 3/30) through AUGUST (Week of 8/31/15) .

AdTaxi/Digital First Media is contracted by the agency to execute the proposed digital buy, as approved by MDNR. Thee vendor, AdTaxi/Digital First Media, does not collect and will not store any personally identifiable information from the campaign's target audience of Men 35+ in the select markets in the state of Michigan during the set-up, management and optimization of this advertising campaign.

Upon conclusion of the digital advertising schedule, metrics and post-campaign reports illustrating how the digital schedule and its planned goals delivered in terms of number of clicks, total impressions and click through rates will be presented to MDNR for review and reference.

Michigan DNR Fire Prevention



Digital Buy: 2015 Fire Prevention Campaign – Proposed Digital Schedule

2015 MIDNR Burn Permit, Holiday Fireworks and Fire Prevention, and General Awareness

Flight Dates: 3/30/15-8/30/15

Campaign Name:

Channel/ Site Section	Targeting	Start Date	End Date	Total Impressions	TAGS	URL
AdTaxi Display / Mobile / Tablet Premium News Websites	GeoTarget: Alpena, Marquette, Traverse City, Cadillac, Bay City, Midland, Lansing, Grand Rapids, Muskegon	3/30/2015	5/19/2015	350,000	UTM	www.michigan.gov/preventwildfires and www.michigan.gov/burnpermit
		3/30/2015	5/13/2015	250,000	UTM	www.michigan.gov/preventwildfires and www.michigan.gov/burnpermit
		6/22/2015	7/15/2015	250,000	UTM	www.michigan.gov/preventwildfires
		8/24/2015	8/30/2015	200,000	UTM	www.michigan.gov/preventwildfires
		6/11/2015	6/21/2015	350,000	UTM	www.michigan.gov/preventwildfires
		7/16/2015	8/23/2015	350,000	UTM	www.michigan.gov/preventwildfires
AdTaxi InBanner Video		4/13/2015	5/10/2015	75,000	UTM	www.michigan.gov/preventwildfires and www.michigan.gov/burnpermit
		5/18/2015	5/31/2015	35,000	UTM	www.michigan.gov/preventwildfires and www.michigan.gov/burnpermit
		6/22/2015	7/15/2015	50,000	UTM	www.michigan.gov/preventwildfires
		8/24/2015	8/30/2015	50,000	UTM	www.michigan.gov/preventwildfires
		6/11/2015	6/21/2015	75,000	UTM	www.michigan.gov/preventwildfires
		7/16/2015	8/23/2015	75,000	UTM	www.michigan.gov/preventwildfires
Boomerang Retargeting		4/13/2015	8/30/2015	TED	UTM	www.michigan.gov/preventwildfires and www.michigan.gov/burnpermit
Conversion / Look-a-Like Pixels		4/13/2015	8/30/2015			www.michigan.gov/preventwildfires
Total Impression				2,110,000		

Michigan DNR Fire Prevention



Digital Buy: Added Value

Inventory in the digital realm is still very much dependent on the rule of supply and demand. In contrast to the rules followed by broadcast TV & Radio where added value is a requirement as part of the negotiations for the digital buy, added value is not available and not always offered as part of an advertising schedule. However, we are pleased to report that we were able to negotiate and present the added value offered to MDNR for the 2015 Fire Prevention digital advertising schedule placed with Digital First Media.

MDNR will be receiving a 4-Color, quarter page (1/4 ad space) of print advertising every week, for the whole duration of the campaign from Week of 3/30 through 8/30/15 in the various newspapers in select markets. MDNR will have additional coverage in extending its Fire Prevention message via print in 11 publications/newspapers in 4 markets: Alpena, Lansing, Traverse City and Flint/Saginaw/Bay City for a duration of 20 weeks.

The next slide shows the list of newspapers where MDNR 4-Color, quarter page print ad will be featured.

Michigan DNR Fire Prevention



Digital Buy: Added Value

Publication	Market
Alpena Star	Alpena
Presque Isle Star	Alpena
Alma Reminder	Flint-Saginaw-Bay City
Morning Sun	Flint-Saginaw-Bay City
Ogemaw/Oscoda Star	Flint-Saginaw-Bay City
Sanilac County News	Flint-Saginaw-Bay City
The Banner	Flint-Saginaw-Bay City
Tri-County Citizen	Flint-Saginaw-Bay City
St. John's Reminder	Lansing
Grand Traverse Insider	Traverse City
Leader and Kalkaskian	Traverse City



Michigan DNR Fire Prevention

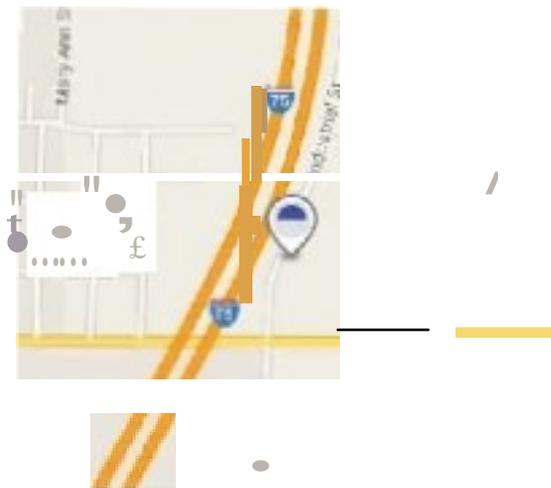
Outdoor: Fire Prevention

The chart below illustrates how the \$16,000 Gross budget will be allocated for Outdoor. We're supporting Fire Prevention awareness with outdoor advertisements. In order to maximize budget and coverage, remnant rates have been negotiated on an "as available basis" with Lamar in Traverse City and Escanaba. Lamar Traverse City will cover mid-upper Michigan and the Eastern UP. And Lamar Escanaba will provide available poster locations in the target areas of Delta, Menominee and Gogebic counties in the Western UP. Flight dates are April-August.

This year's campaign will include two outdoor bulletins serving lowering Michigan in Grayling on I-75 and in Reed City just outside of Cadillac on US 131. *Combined total weekly impressions: 95,145.* A total of 47 posters have been ordered for mid-upper MI and the UP. Available poster locations will be sent two weeks prior to posting at which time we can select locations based on fire activity and weather conditions. Any unused posters will be saved for next year's campaign. Please see the summary of outdoor below.

Western UP		# Boards	Net Cost
Poster Space	\$100	12	\$1,200.00
Production	\$100	12	\$1,200.00
Western UP Total			\$2,400.00
Traverse City/Eastern UP		# Boards	Net Cost
Poster Space	\$100	35	\$3,500.00
Production	\$100	35	\$3,500.00
Bulletin Space (I-75 & US 131)	\$150	2 bulletins x 5 periods	\$1,500.00
Bulletin Production	\$1,008	2	\$2,016.00
Traverse City/Eastern UP TOTAL			\$10,516.00
SUBTOTAL			\$12,916.00
Agency Fee - 17.65%			\$2,279.67
COMBINED OUTDOOR GROSS TOTAL			\$15,195.67

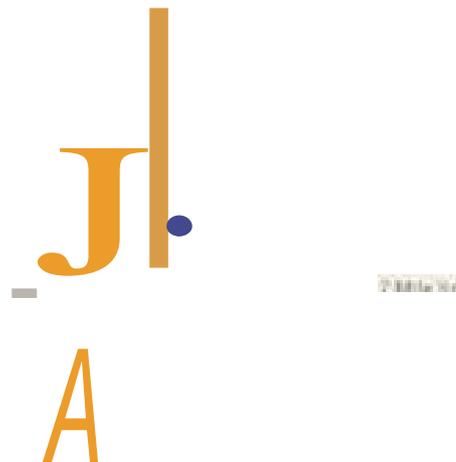
Location #1



Market: GRAYLING
Panel: 2576

TAB UnlqutO: .aCZ. O
Loe.atlon: t-75 .2 MlNtOM 72 *SF \$
UtlLong: E
Mtdlii Sty : ?enniIne.nt B-ul&fti*Rtr
 *WHtcty : .:O"2
Imprt:tstons: P< ntl 10'X.W 0" SpK Shttt:
Sit.: 15' O)t-19'0"
Vinyl Sin :
FclngfRtt<1: YES
Illumln;ttd: STATIC SELF PROMO / TftAVe.\SE C
Currnt ACIVrttiser: Grayling 47-S2:S
Mi.tetllntou5:

Location #2



Market: REED CITY
Panel: 21103

TA1Urlqut 10: 4019S:
Loutlon = L.:0-JI i'0'::0 07MLt'fCl / TO?
UtlLong: C!Q
MtOI Nity...: FStf"oln& 11 BUIIi 11' RIW1...
 - vt...v m: -n
P•ntt SU.t! 14'0- 4'0- Spec Shttl
V'rlyllitc: Wa • i)
F6Cfnl(ltf'ld: SOOI:III: ".Ht.'ftt;:1"1
IIIJmlnntd:
Cnrrnt Ad'ttrf n HA\PTCNn N
 r Reed Cit'f 4:J-C:25
Mac•llntou.s:

Michigan DNR Fire Prevention



Media Plan Budget Summary:

The proposed media plan will provide sufficient coverage to the select markets that MDNR would like to focus on in communicating the 2015 Fire Prevention messaging to its target M35+ audience. The chart below summarizes the media schedule, placements and total expenditure, together with the amount reserved for dubs and the agency mark-up of 17.65%.

2015 DNR MEDIA PLAN - FIRE PREVENTION CAMPAIGN			
April to September 2015			
\$165,000 Gross Budget			
CAMPAIGN & FLIGHT DATES	TOTAL	PAID TOTAL (No. of Spots)	PSAs (No. of Spots)
BROADCAST TV Burn Permit: 3/30/15 - 5/19/15	\$ 17,895.00	139	79
CABLE TV Burn Permit: 3/30/15 - 5/19/15	\$ 10,548.00	3,475	2,797
RADIO Burn Permit: 3/23/15 - 5/17/15	\$ 28,151.00	1,735	859
RADIO Holiday Awareness: 5/18/14 - 8/31/15	\$ 26,194.00	1,775	873
RADIO General Awareness: 6/1/15 - 8/23/15	\$ 29,895.00	2,590	1,295
DIGITAL Budget: 3/30/15 - 8/30/15	\$ 19,000.00		
TOTAL MEDIA BUDGET (Gross)	\$ 131,683.00		
TOTAL MEDIA BUDGET (Net)	\$ 111,930.55		
DUBS	\$ 320.00		
NEW CREATIVE	\$ 15,000.00		
TOTAL MEDIA BUDGET (Net) + CREATIVE + DUBS	\$ 127,250.55		
AGENCY COMMISSION	\$ 22,459.72		
CONTRACT GROSS	\$ 149,710.27	9,714	5,903
OUTDOOR AWARENESS 4/6/15 - 8/30/15	\$15,195.67	47 Posters/2 Bulletins	
GROSS TOTAL BUDGET	\$ 164,905.95		



Michigan Department of Natural Resources – Procurement Services
 P.O. Box 30028, Lansing, MI 48909
 OR
 525 W. Allegan, Lansing, MI 48933

CHANGE NOTICE NO. 03 TO CONTRACT NO.751B2200053
Between STATE OF
MICHIGAN and

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor The Yaffe Group 26100 American Drive, Suite 401 Southfield, MI 48034	Primary Contact Michael Morin	
	Email michaelm@yaffe.com	
	Telephone (248) 262-9630	Contractor #, Mail Code *****5156/002

State Contact	Agenc	Name	Telephone	Email
Contract Compliance Inspector	DNR	Deb Stolecki	(517)284-5905	stoleckid@michigan.gov
Buyer	DNR	Jana Harding-Bishop	(517)284-5938	hardingj3@michigan.gov

Initial Contract Summary			
Description (Provide a basic but comprehensive description of services) Media Purchasing Contract for Fire Prevention			
Effective Date 3/15/2012	Initial Expiration Date 3/14/2015	Initial Available Options 2 - 1 year options	Current Expiration Date 3/14/2015
Payment Terms Net 45	F.O.B. N/A	Shipped N/A	Shipped From N/A
Minimum Delivery Requirements N/A		Alternate Payment Options P-Card Direct Voucher (DV)	Available to MiDeal Participants Yes No

Description of Change Notice
Option Exercised: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, New Expiration Date: _____

Provide the detail of the Change Notice Change DNR address from 530 W Allegan to 525 W Allegan St Change DNR Buyer and Contract Compliance Inspectors phone number Increase contract value from \$332,318.00 to \$367,318.00 Add FY 2014 Media plan	
Value/Cost of Change Notice \$35,000.00	Estimated Revised Aggregate Contract Value \$367,318.00

FOR THE CONTRACTOR:

The Yaffe Group

On-file in DNR Procurement

Authorized Agent Signature

Michael Morin

Authorized Agent (Print or Type)

4/7/14

Date

FOR THE STATE:

Department of Natural Resources

On-file in DNR Procurement

Authorized Buyer Signature

Sharon Maynard

Authorized Buyer (Print or Type)

4/7/14

Date

Michigan DNR 2014 Fire Prevention Campaign Media Plan and Budget

Presented to:

MDNR – Forest Resources Division

Beth Clute, Promotional Agent

Paul Kollmeyer, Resource Protection & Cooperatives Programs Section Manager

the **Yaffe** group

Revised: 28 March 2014



Plan Objectives:

- Provide a media plan and budget allocation for the \$105,000 Gross budget earmarked to support the 2014 MDNR Fire Prevention campaign
- Present a media schedule which incorporates requested placement by DNR:
 - Broadcast TV and Cable TV (CATV) schedules starting Week 4/14/14 through Week 5/12/14 in Alpena, Marquette and Traverse City DMA;
 - Spot Radio schedules to support *Spring Burn Permits*, *Holiday Fireworks* and *Fire Prevention Awareness* and *General Awareness on Fireworks and Fire Prevention* to be launched on these flight dates, based on anticipation of delayed fire/burn season in the following markets:
 - Week of 4/14 start: Bay City and Midland
 - Week of 4/21 start: Alpena and Traverse City
 - Week of 4/28 start: Marquette and Northern Michigan
 - Digital advertising schedule delivering display banner ads and pre-roll videos for the duration of the campaign, Week of 4/14 through 8/31/14 in all markets: Alpena, Marquette, Traverse City, Cadillac, Bay City, Midland, Lansing, Grand Rapids and Muskegon

Michigan DNR Fire Prevention



Proposed Media Plan and Budget Allocation :

The chart below illustrates how the \$105,000 Gross budget will be allocated, as well as information pertaining to the type of media to be used, the advertising campaign, spot lengths, market coverage, and the flight dates are listed.

MEDIA	CAMPAIGN	DMA/Markets	SPOT LENGTH	FLIGHT DATES
Broadcast TV	2014 MDNR Spring Burn Permits and Fire Prevention Awareness	Alpena Marquette Traverse City-Cadillac	:30-second spot	4/14/14 - 5/18/14
Cable TV	2014 MDNR Spring Burn Permits and Fire Prevention Awareness	Alpena Marquette Traverse City-Cadillac	:30-second spot	4/14/14 - 5/18/14
Spot Radio	2014 MDNR Spring Burn Permits	Bay City/Midland Muskegon Alpena Traverse City-Cadillac Marquette	:30-second spot	4/14/14 - 5/18/14 4/14/14 - 5/18/14 4/21/14 - 5/18/14 4/21/14 - 5/18/14 4/28/14 - 5/18/14

Michigan DNR Fire Prevention



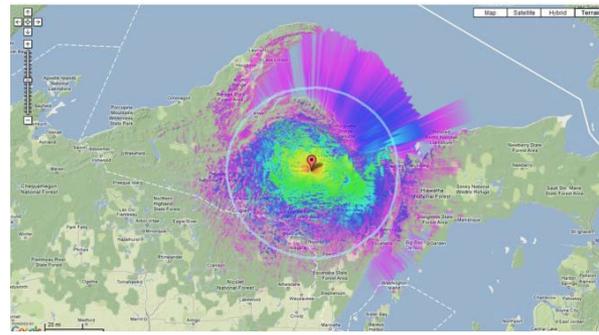
Proposed Media Plan and Budget Allocation (Con't) :

MEDIA	CAMPAIGN	DMA/Markets	SPOT LENGTH	FLIGHT DATES
Spot Radio	2014 MDNR Holiday Fireworks and Fire Prevention Awareness	Alpena Bay City/Midland Traverse City-Cadillac Lansing Marquette Muskegon Grand Rapids	:30-second spot	Memorial Day (Mon, 5/26/14): Weeks 5/19, 5/26 & 6/2/14 4th of July (Fri, 7/4/14): Weeks 6/23, 6/30 & 7/7 Labor Day (Mon, 9/1/14): Weeks 8/25 & 9/1
Spot Radio	2014 MDNR General Awareness on Fireworks and Fire Prevention	Alpena Bay City/Midland Traverse City-Cadillac Marquette Upper Peninsula/ Northern Michigan	:30-second spot	JUNE: Week of 6/2, 6/9 & 6/16 JULY: Week of 7/14, 7/21 & 7/28 AUGUST: Week of 8/4, 8/11 & 8/18
Digital	2014 MDNR Spring Burn Permits 2014 MDNR Holiday Fireworks and Fire Prevention Awareness 2014 MDNR General Awareness on Fireworks and Fire Prevention	Alpena Bay City/Midland Traverse City-Cadillac Lansing Marquette Muskegon Grand Rapids	Display banner ads: 300x250, 728 x90, 160x600 :30-second pre-roll video	4/14/14 - 8/31/14

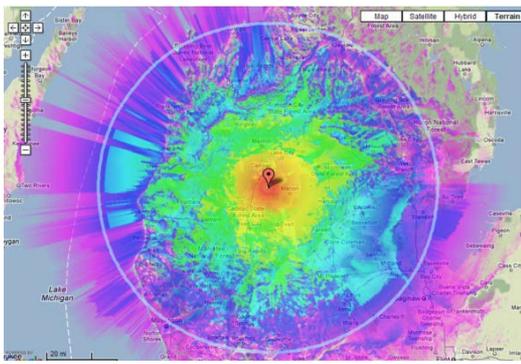
Broadcast TV 2014 Coverage maps



WBKB-TV



WLUC-TV



WWTV-TV

Michigan DNR Fire Prevention

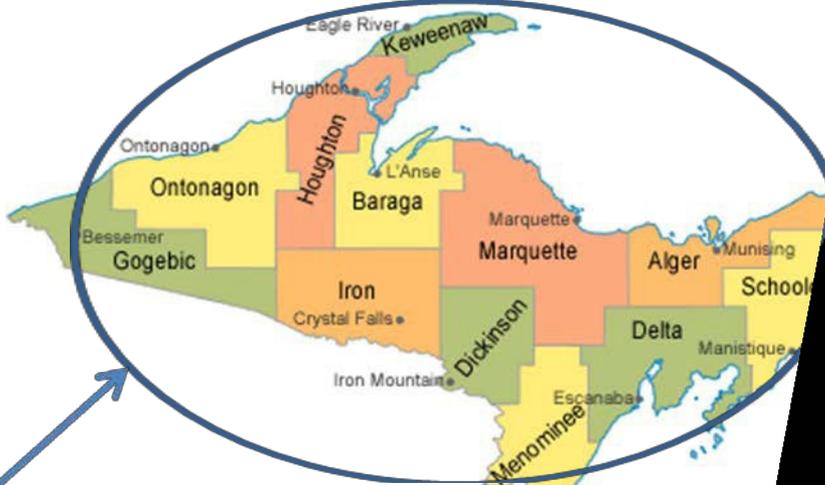


Broadcast TV 2014 proposed schedule:

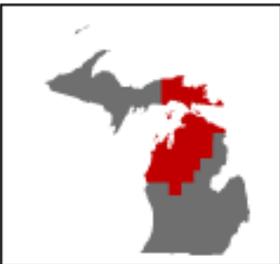
The broadcast TV schedule will cover all markets – Alpena, Marquette and Traverse City; for a duration of 5 weeks using the top station(s) in each market with spots airing in programming such as News, Sports and Prime programming. that measures high against the campaign target of M35+.

2014 MDNR Spring Burn Permits & Fire Prevention Awareness							
TV Flight Weeks: 4/14 - 5/18/14							
Market	Station	Affiliate	Programming	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	WBKB-TV	CBS	CBS Early Morning News	14	36	72	\$ 2,995.00
			Channel 11 Local News @ 6P	6			
			Channel 11 Local News @ 11P	8			
			Weekend Sports & Primetime programming	8			
Marquette	WLUC-TV	NBC	TV6 Local News @ 6P	9	9	28	\$ 4,150.00
			TV6 Local News @ 7P	9			
			Weekend Sports programming: Kentucky Derby	1			
	ELUC-TV	FOX	Weekend Sports programming: Sprint Cup	5	4	37	\$ 325.00
Traverse City	WWTV-TV	CBS	CBS Early Morning News	9	20	54	\$ 5,175.00
			Local News @ 12Noon	9			
			Local News @ 5A and 530A	10			
			Weekend Primetime programming	6			
	WFQX-TV	FOX	Local Morning News @ 7A	12	8	24	\$ 860.00
			Local Sunday Morning News	4			
Totals				110	77	215	\$ 13,505.00

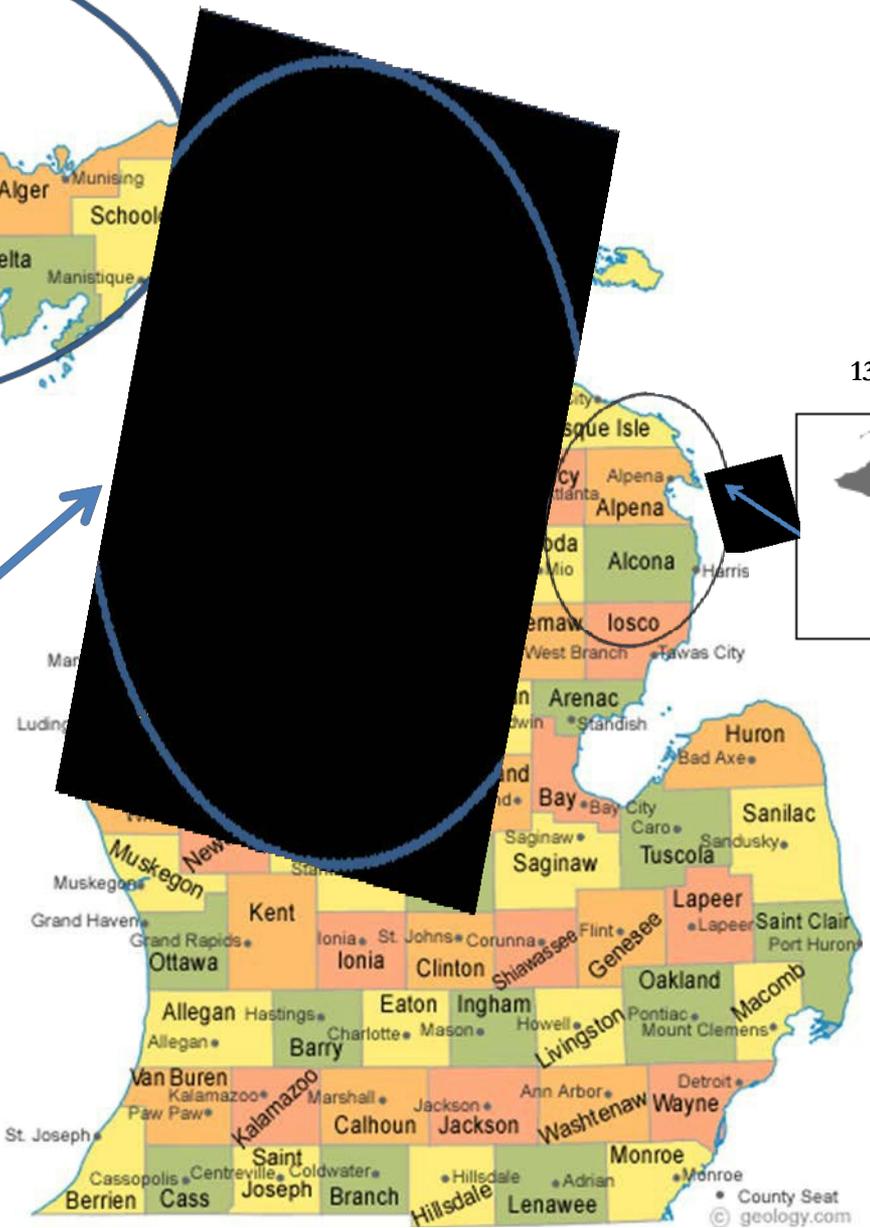
Cable TV 2014 Coverage maps



0846 Escanaba
 0882 Marquette
 1709 Iron Mountain
 2508 Houghton



0166 Traverse City Inerconnect



1358 Alpena

Michigan DNR Fire Prevention



Cable TV (CATV) 2014 proposed schedule:

CATV schedule will support the broadcast TV with enhanced buys on top cable networks that index high against the campaign target demo of M35+.

2014 MDNR Spring Burn Permits & Fire Prevention Awareness

CATV Flight Weeks: 4/14 - 5/18/14

Market	Cable System	Networks	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	1358 CHARTER - Alpena, MI	ESPN, History, FX, Spike TV, Comedy Central, Discovery, SyFy, TBS, A & E	580	440	1020	\$ 1,000.00
Marquette	0846 CHARTER - Escanaba, MI	ESPN, ESPN2, NBC Sports, History, FX, Spike TV, Discovery, SyFy, TBS, The Weather Channel, A & E	639	495	1134	\$ 1,103.00
	2508 CHARTER - Houghton, MI	ESPN, NBC Sports, History, FX, Spike TV, Discovery, SyFy, TBS, Tru-TV, The Weather Channel, A & E	601	480	1081	\$ 902.00
	1709 CHARTER - Iron Mountain, MI	ESPN, ESPN 2, NBC Sports, History, FX, Spike TV, Discovery, SyFy, TBS, The Weather Channel, A & E	612	440	1052	\$ 1,000.00
	0882 CHARTER - Marquette, MI	A & E, Comedy Central, Discovery, FX, History, Spike TV, ESPN, ESPN 2, TBS, The Weather Channel	568	440	1008	\$ 1,088.00
Traverse City - Cadillac	01668 CHARTER - Traverse City Interconnect	A & E, Discovery, FX, History, ESPN, ESPN 2, TBS, The Weather Channel	223	220	443	\$ 3,380.00
Totals			3223	2515	5738	\$ 8,473.00



Spot Radio: Burn Permit campaign:

Radio is a frequency medium and purchasing air time on the market's top radio stations would be the ideal strategy to send the message to our target M35+ audience. The emphasis for the radio buys is to target select radio markets and implement staggered flight start dates based on anticipation of delayed fire and burn season this year. For **Bay City/Midland**, the :30-second radio spots will start airing the **Week of 4/14**; **Alpena and Traverse City** will start airing the **Week of 4/21** and then, for **Marquette/Northern MI** markets, radio spots will start airing the **Week of 4/28 start**.

Media schedules will include bonus PSA spots and on-air interviews with the various stations; and per client request, WYKX-FM in Escanaba will be part of the Marquette MSA and will be included in the buy. Also, the Radio Results Network stations will not be included in any of the radio campaigns.

Michigan DNR Fire Prevention

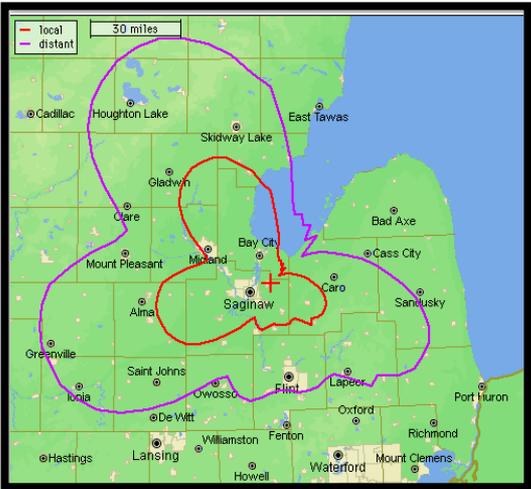


Spot Radio: 2014 Burn Permit campaign

2014 MDNR Spring Burn Permits								
Radio Flight Weeks: 4/14 - 5/18/14								
DMA	Market	Station Call Letters	Frequency	Format	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Bay City	Bay City/Midland	WSGW-AM	790 AM & 100.5	News/Talk	70	30	100	\$ 1,610.00
	Bay City/Midland	WHNN-FM	96.1	Classic Hits	70	30	100	\$ 1,680.00
Alpena	Alpena	WATZ-FM	99.3	Country	100	40	140	\$ 1,000.00
	Alpena	WATZ-AM	1450 AM	News/Talk	100	40	140	\$ 1,000.00
	Hillman	WKJC-FM	104.7	Country	95	40	135	\$ 1,245.00
	Hillman/Alpena	WKJZ-FM	94.9	Oldies	95	40	135	\$ 1,035.00
Traverse City	Traverse City	WTCM-FM	103.5	Country	72	36	108	\$ 1,270.00
	Traverse City	WTCM-AM	580	News/Talk	72	36	108	\$ 1,270.00
	Traverse City	WCCW-FM	107.5	Oldies	72	36	108	\$ 1,270.00
	Kalkaska	WKLT-FM	97.5	Rock	72	36	108	\$ 1,270.00
	Petoskey	WKLZ-FM	98.9	Rock	72	36	108	\$ 1,270.00
Sault Ste. Marie	Gaylord	WMJZ-FM	101.5	Adult Hits	60	30	90	\$ 650.00
	Tuscarora Township	WWSS-FM	95.3	Country	60	30	90	\$ -
	Pickford	WMKD-FM	105.5	Country	72	36	108	\$ 1,270.00
	Sault Ste. Marie	WSUE-FM	101.3	Rock	93	45	138	\$ 1,860.00
Marquette	Marquette	WFXD-FM	103.3	Country	54	27	81	\$ 1,030.00
	Ishpeming	WJPD-FM	92.3	Country	54	27	81	\$ 1,100.00
	Powers	WUPF-FM	107.3	Adult Hits	65	32	97	\$ 660.00
	Gwinn	WUPT-FM	100.3	Classic Hits	65	32	97	\$ 660.00
	Escanaba	WYKX-FM	104.7	Contry	50	25	75	\$ 1,100.00
Totals					1463	684	2147	\$ 22,250.00

Spot Radio: 2014 Burn Permit Campaign Coverage maps

- Bay City/Midland

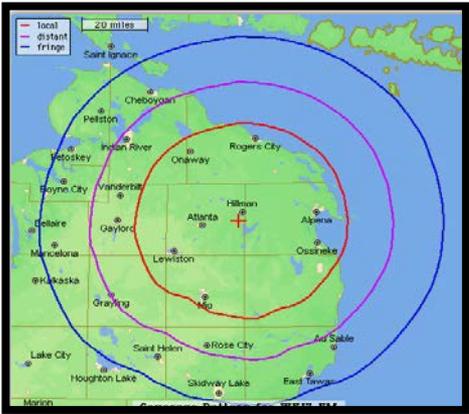


WSGW 790 AM



WHNN-FM 96.1

- Alpena



WKJZ-FM

Spot Radio: 2014 Burn Permit Campaign Coverage maps

- Traverse City



WTCM-AM/FM



WCCW-FM



WKLT-FM



WKLZ-FM

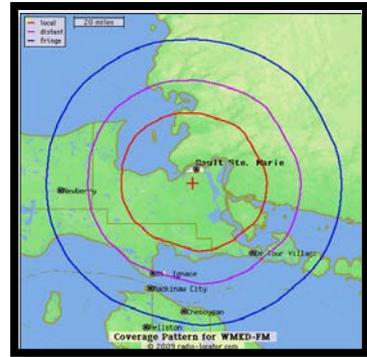
- Sault Ste. Marie



WMJZ-FM



WWSS-FM



WMKD-FM



WSUE-FM

Spot Radio: 2014 Burn Permit Campaign Coverage maps

- Marquette



WFXD-FM



WJPD-FM



WUPF-FM



WUPT-FM



WYKX-FM

Michigan DNR Fire Prevention



Spot Radio: 2014 Holiday Fireworks and Fire Prevention Awareness campaign

2014 MDNR Holiday Fireworks and Fire Prevention Awareness

Me m o r i a l D a y (Mon, 5/26/14):

Weeks 5/19, 5/26 & 6/2/14

4th of July (Fri, 7/4/14):

Weeks 6/23, 6/30 & 7/7

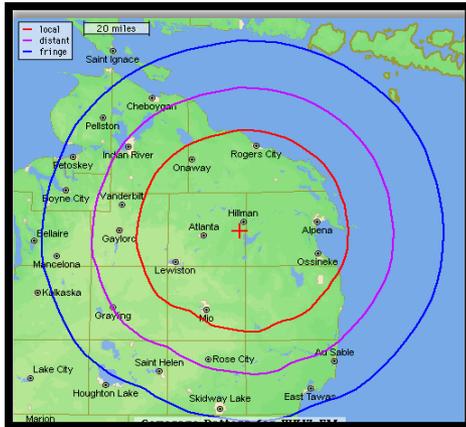
L a b o r D a y (Mo n, 9/1/14):

Weeks 8/25 & 9/1

DMA	Mark et	Station Call Letter s	Frequency	For mat	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	Hillman/Alpena	WKJZ- FM	94.9	Oldies/Classic Hits	144	72	216	\$ 1,500.00
Grand Rapids	Grand Rapids	WGRD-FM	97.9	Modern Rock	102	51	153	\$ 3,315.00
Lansing	Lansing/East Lansing	WMMQ-FM	94.9	Classic Roc k	100	50	150	\$ 2,900.00
	Lansing/East Lansing	WHZZ-FM	101.7	Adult Hits	140	70	210	\$ 2,000.00
Marquette	Marquette	WFXD-FM	103.3	Country	144	72	216	\$ 1,370.00
	Houghton	WHKB-FM	102.3	Country	144	72	216	\$ 870.00
	Escanaba	WYKX-FM	104.7	Contry	80	40	120	\$ 1,760.00
Muskegon	Muskegon	WM US-FM	107.9	Country	144	72	216	\$ 1,800.00
Saginaw/Bay City	Saginaw	WC EN-FM	94.5	Country	144	72	216	\$ 2,520.00
Traverse City	Traverse City-Petoskey	WBC M-FM	93.5	Country	144	72	216	\$ -
	Traverse City-Petoskey	WTC M-FM	103.5	Country	144	72	216	\$ 2,740.00
Totals					1430	715	2145	\$ 20,775.00

Spot Radio: 2014 Holiday Fireworks and Fire Prevention Awareness Coverage Maps

- Alpena



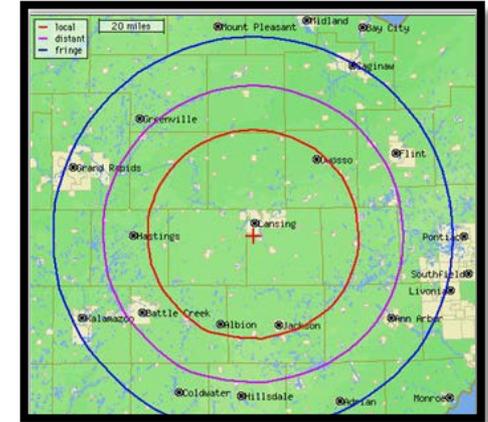
WKJZ-FM

- Grand Rapids



WGRD-FM

- Lansing



WMMQ-FM

- Marquette



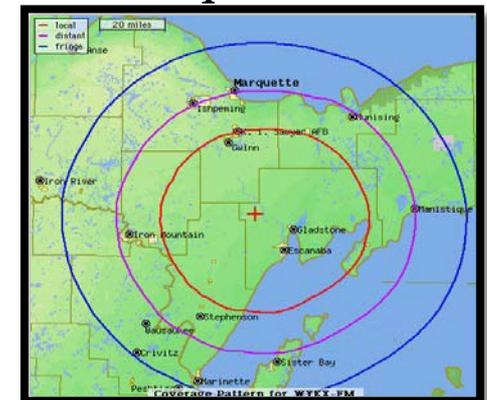
WFXD-FM

- Marquette



WHKB-FM

- Marquette



WYKX-FM

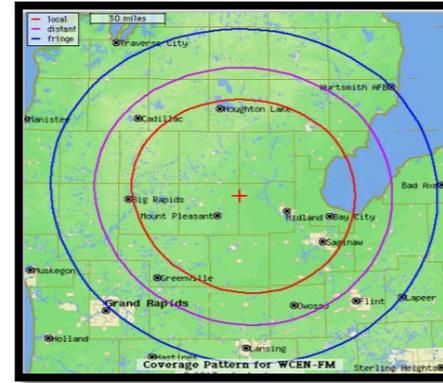
Spot Radio: 2014 Holiday Fireworks and Fire Prevention Awareness Coverage Maps

- Muskegon



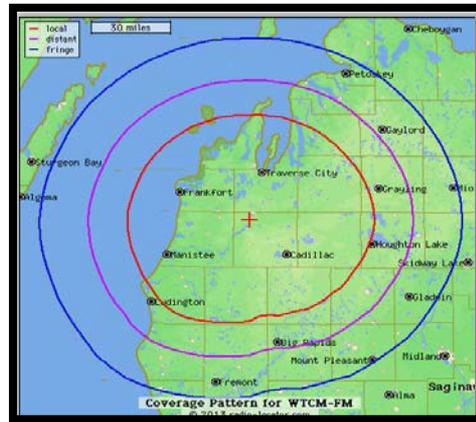
WMUS-FM

- Saginaw



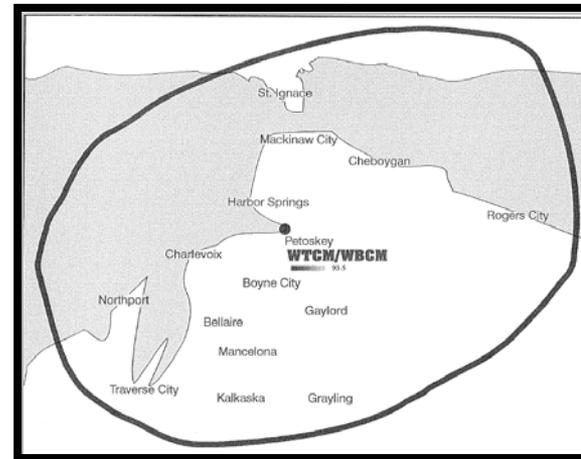
WCEN-FM

- Traverse City



WTCM-AM/FM

- Traverse City



WBCM/FM

Michigan DNR Fire Prevention



Spot Radio: 2014 General Awareness on Fireworks and Fire Prevention

2014 MDNR General Awareness on Fireworks and Fire Prevention

JUNE: Weeks of 6/9 & 6/16

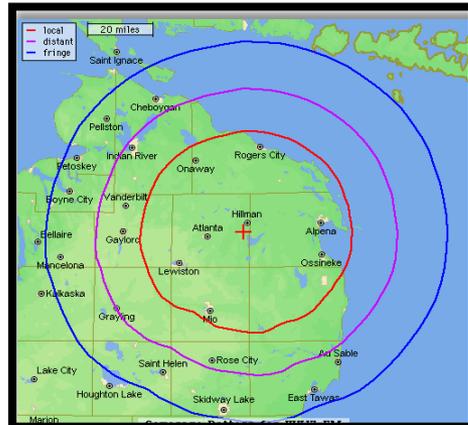
JULY: Weeks of 7/14, 7/21 & 7/28

AUGUST: Weeks of 8/4, 8/11 & 8/18

DMA	Market	Station Call Letters	Frequency	Format	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	Hillman/Alpena	WKJZ-FM	94.9	Oldies/Classic Hits	100	50	150	\$ 1,000.00
Saginaw /Bay City	Saginaw /Midland	WKQZ-FM	93.3	Rock	100	50	150	\$ 2,000.00
	Saginaw /Hemlock	WCEN-FM	94.5	Country	100	50	150	\$ 1,800.00
Traverse City	Traverse City-Petoskey	WTCM-FM	103.5	Country	100	50	150	\$ 1,900.00
Sault Ste. Marie	McMillan	WMJT-FM	96.7	Adult Hits	80	40	120	\$ 800.00
	Gaylord	WMJZ-FM	101.5	Adult Hits	80	40	120	\$ 800.00
	Pickford	WMKD-FM	105.5	Country	200	100	300	\$ 2,100.00
	Newberry	WNBY-FM	93.9	Oldies/Classic Hits	200	100	300	\$ 2,100.00
	Sault Ste. Marie	WSUE-FM	101.3	Rock	200	100	300	\$ 2,100.00
Marquette	Marquette	WFXD-FM	103.3	Country	140	70	210	\$ 1,330.00
	Iron Mountain	WIMK-FM	93.1	Classic Rock	200	100	300	\$ 2,000.00
	Ishpeming	WJPD-FM	92.3	Country	200	100	300	\$ 2,000.00
	Powers	WUPF-FM	107.3	Adult Hits	200	100	300	\$ 2,000.00
	Republic	WUPG-FM	96.7	Adult Hits	200	100	300	\$ 2,000.00
Totals					2100	1050	3150	\$ 23,930.00

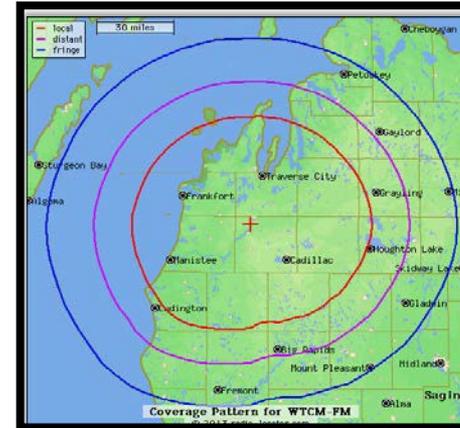
Spot Radio: 2014 General Awareness on Fireworks and Fire Prevention Coverage Maps

- Alpena



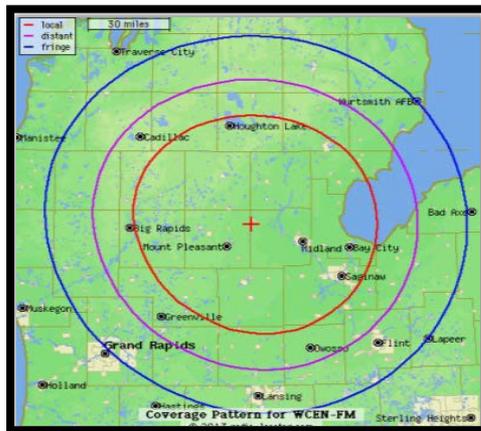
WKJZ-FM

- Traverse City



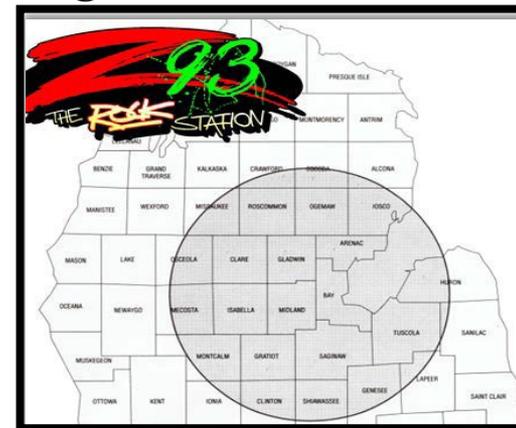
WTCM-AM/FM

- Saginaw



WCEN-FM

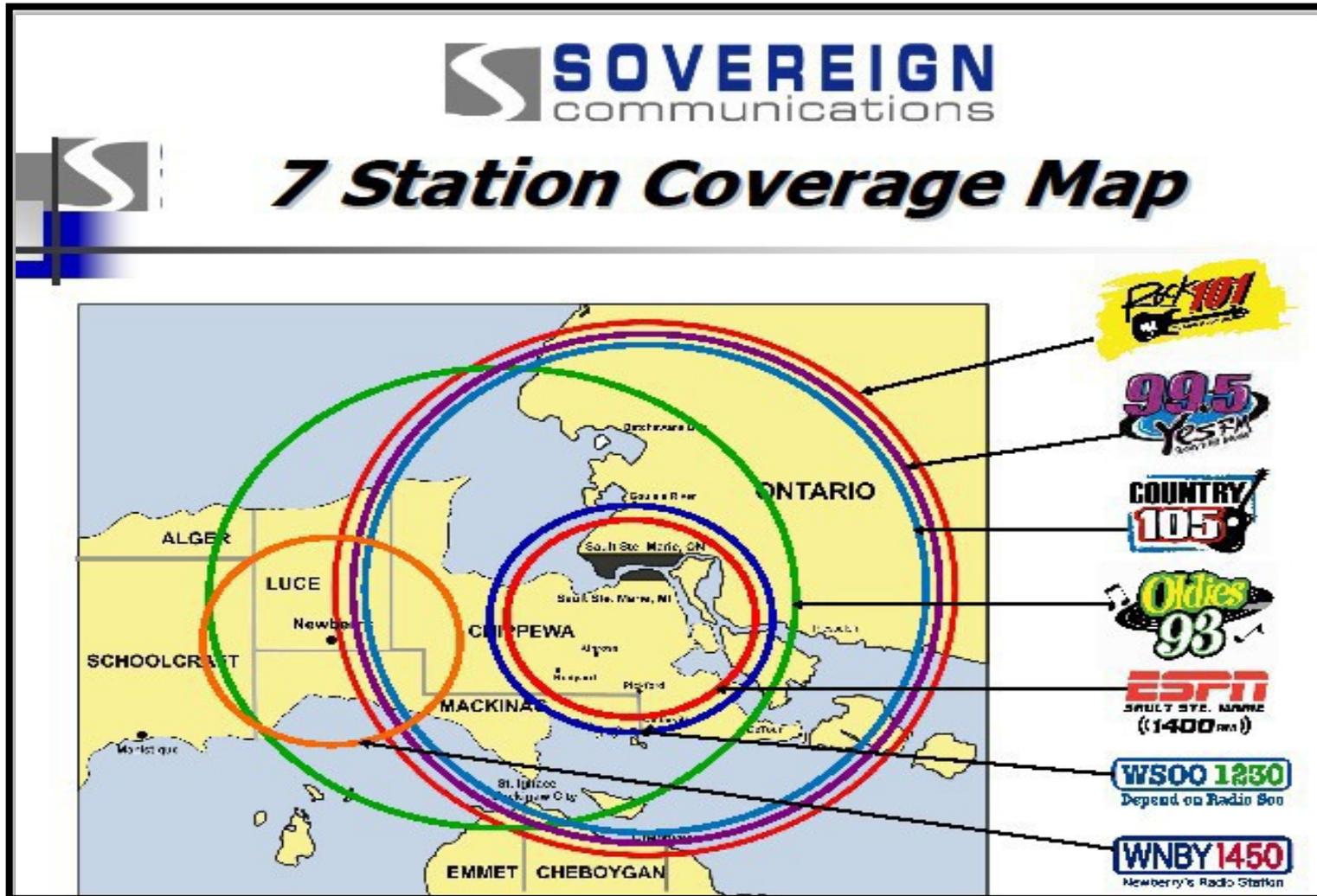
- Saginaw



WKQZ-FM

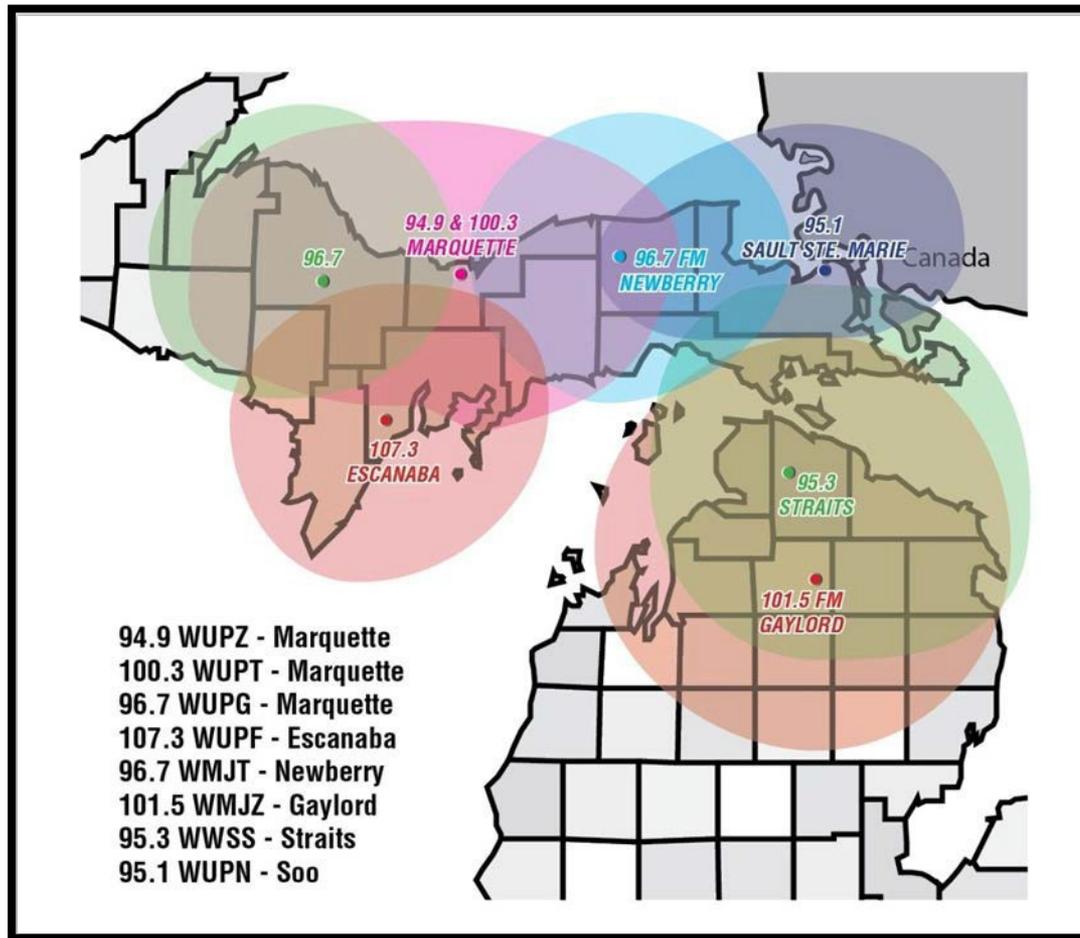
Spot Radio: 2014 General Awareness on Fireworks and Fire Prevention Coverage Maps

- Sault Ste. Marie: Coverage maps for WMKD, WNBY and WSUE-FM



Spot Radio: 2014 General Awareness on Fireworks and Fire Prevention Coverage Maps

- Marquette: Coverage maps for WUPF and WUPG-FM



Michigan DNR Fire Prevention



Digital Buy: 2014 Fire Prevention Campaign

The digital campaign is a new media component that will be incorporated in the 2014 MDNR Fire Prevention media plan. The digital ad units and pre-roll video will be served geo-targeting the target audience/demo of M35+ in various platforms – desktop or personal computers, mobile cellular or smartphones and tablets (iPad, Kindle, Microsoft notebooks). The allocated budget of \$15,600 Gross will achieve about 1.7M impressions during the 4-month campaign.

The proposed digital schedule will incorporate display banner ads (standard advertising units of 300x250, 728 x90, 160x600 and also pre-roll videos (:30-second audio and video spots) covering all media markets for the duration of the flight, from APRIL (Week of 4/14) through AUGUST (Week of 8/25/14).

AdTaxi/Digital First Media is contracted by the agency to execute the proposed digital buy, as approved by MDNR. The vendor, AdTaxi/Digital First Media, does not collect and will not store any personally identifiable information from the campaign's target audience of Men 35+ in the select markets in the state of Michigan during the set-up, management and optimization of this advertising campaign.

Upon conclusion of the digital advertising schedule, metrics and post-campaign reports illustrating how the digital schedule and its planned goals delivered in terms of number of clicks, total impressions and click through rates will be presented to MDNR for review and reference.

Michigan DNR Fire Prevention



Digital Buy: 2014 Fire Prevention Campaign- Proposed Digital Schedule

2014 Mid DNR Burn Permit, Holiday Fireworks and Fire Prevention,
and General Awareness

Flight Dates: 4/14/14-8/31/14

Campaign Name:

Channel/ Site Section	Targeting	Start Date	End Date	Total Impressions	TAGS	URL
AdT=i Display /> Mobile / Tablet Premium News \t'ebci :e;	GeoTa::ge: Alpen.a, :>.ruquette, Th'<"e<s.e Cii:y,C..dilb.e, Bay City, hldla.nd, Lm.mg, Gund R.apids, Muskegon	4/14/2014	5/11/2014	300,000	UI'M	<.v.v.v.michigan.gov l cevent<...ilifueand "''''''-v.:michi.gov/buoopeo:nit
		5/19/2014	6/1/2014	200,000	UTI..!	w<.n-.michigan.gm•l pcevent<..vildfues and ,,...,, -michi .gQV lbumpeo:nit
		6/23/2014	/6/2014	200,000	UTM	w<.nv.michigan.gov l p:reventw ldfu:es
		8/25/2014	8/31/2014	150,000	UTM	"''''''".michi.gov l prevent<..vildfues
		6/2/2014	6/22/2014	325,000	UTM	www.midugan.gov l pcevent<.v:ildfues
		-r/2014	8/24/2014	325,000	UTM	<.v..n-.michi.gov l p:revent<..-iJdfu:es
AdT=i InB:annet Video		4/14/2014	5/11/2014	50,000	UTI..!	<.v.vu.:michigan.gm. l revent<..vildfues and '\n'i-'l.:michi2'an.Q'OV /butrttleo:nit
		5/19/2014	6/1/2014	35,000	UTM	www.v.michigan.gmr l revent<.vildfues and '\n' n'l-w.michi-gQV l buoopeo:nit
		6/23/2014	-/6/2014	35,000	UTI..!:	'l.v.n-.michigan.gov l p:revent<..-iJdfues
		8/25/2014	8/31/2014	30,000	UTM	wu.:michigan.gmr l p:revent<..-iJdfues
		6/2/2014	6/22/2014	50,000	UTI..!:	'\n' ". ".michigan.gov /prevent<..-iJdfues
		-fi/2014	8/24/2014	50,000	UI'M	wv:..e.michigan.gmr l prevent<..-iJdfues
Boome:c:ang R>tugeti<tg		4/14/2014	8/31/2014	TBD	UTM	<.v..nv.miehigan.gm/ :event<.wd&es and U"ti" w.michigan.gQv l bumpeunit
Con,e:,;ion /> Lock-a-Like Pixels		4/14/2014	8/31/2014			"''''''U".michigan.gov l p:revent<.vildfues

Total Impre:,s:ioz 1,750,000

Michigan DNR Fire Prevention



Digital Buy: Added Value

Inventory in the digital realm is still very much dependent on the rule of supply and demand. In contrast to the rules followed by broadcast TV & Radio where added value is a requirement as part of the negotiations for the digital buy, added value is not available and not always offered as part of an advertising schedule. However, we are pleased to report that we were able to negotiate and present the added value offered to MDNR for the 2014 Fire Prevention digital advertising schedule placed with Digital First Media.

MDNR will be receiving a 4-Color, quarter page (1/4 ad space) of print advertising every week, for the whole duration of the campaign from Week of 4/14 through 8/31/14 in the various newspapers in select markets. MDNR will have additional coverage in extending its Fire Prevention message via print in 11 publications/newspapers in 4 markets: Alpena, Lansing, Traverse City and Flint/Saginaw/Bay City for a duration of 20 weeks.

The next slide shows the list of newspapers where MDNR 4-Color, quarter page print ad will be featured.

Michigan DNR Fire Prevention



Digital Buy: Added Value

Publication	Market
Alpena Star	Alpena
Presque Isle Star	Alpena
Alma Reminder	Flint-Saginaw-Bay City
Morning Sun	Flint-Saginaw-Bay City
Ogemaw/Oscoda Star	Flint-Saginaw-Bay City
Sanilac County News	Flint-Saginaw-Bay City
The Banner	Flint-Saginaw-Bay City
Tri-County Citizen	Flint-Saginaw-Bay City
St. John's Reminder	Lansing
Grand Traverse Insider	Traverse City
Leader and Kalkaskian	Traverse City

Michigan DNR Fire Prevention



Media Plan Budget Summary:

The proposed media plan will provide sufficient coverage to the select markets that MDNR would like to focus on in communicating the 2014 Fire Prevention messaging to its target M35+ audience. The chart below summarizes the media schedule, placements and total expenditure, together with the amount reserved for dubs and the agency mark-up of 17.65%.

2014 DNR MEDIA PLAN - FIRE PREVENTION CAMPAIGN			
April to September 2014			
\$105,000 Gross Budget			
CAMPAIGN & FLIGHT DATES	TOTAL	PAID TOTAL (No. of Spots)	PSAs (No. of Spots)
BROADCAST TV Burn Permit: 4/14/14 - 5/18/14	\$ 13,505.00	110	77
CABLE TV Burn Permit: 4/14/14 - 5/18/14	\$ 8,473.00	3223	2515
RADIO Burn Permit: 4/14/14 - 5/18/14	\$ 22,250.00	1463	684
RADIO Holiday Awareness: 5/19/14 - 9/1/14	\$ 20,775.00	1430	715
RADIO General Awareness: 6/2/14 - 8/24/14	\$ 23,930.00	2100	1050
DIGITAL Budget: 4/14/14 - 8/31/14	\$ 15,600.00		
TOTAL MEDIA BUDGET (Gross)	\$ 104,533.00		
TOTAL MEDIA BUDGET (Net)	\$ 88,853.05		
DUBS	\$ 320.00		
TOTAL MEDIA BUDGET (Net) + DUBS	\$ 89,173.05		
AGENCY COMMISSION	\$ 15,739.04		
CONTRACT GROSS	\$ 104,912.09	8326	5041



Michigan Department of Natural Resources – Procurement Services
 P.O. Box 30028, Lansing, MI 48909
 OR
 530 W. Allegan, Lansing, MI 48933

CHANGE NOTICE NO. 02 TO CONTRACT NO. 751B2200053
Between STATE OF
MICHIGAN and

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor The Yaffee Group 26100 American Drive, Suite 401 Southfield, MI 48034	Primary Contact Michael Morin	
	Email michaelm@yaffee.com	
	Telephone (248) 262-9630	Contractor #, Mail Code *****5156/002

State Contact	Agency	Name	Telephone	Email
Contract Compliance Inspector	DNR	Deb Stolecki	(517) 373-7103	stoleckid@michigan.gov
Buyer	DNR	Jana Harding-Bishop	(517) 373-1190	hardingj3@michigan.gov

Initial Contract Summary

Description (Provide a basic but comprehensive description of services)
 Media Purchasing Contract for Fire Prevention

Effective Date 3/15/2012	Initial Expiration Date 3/14/2015	Initial Available Options 2 - 1 year options	Current Expiration Date 3/14/2015
Payment Terms Net 45	F.O.B. N/A	Shipped N/A	Shipped From N/A
Minimum Delivery Requirements N/A	Alternate Payment Options P-Card Direct Voucher (DV)		Available to MiDeal Participants Yes No

Description of Change Notice

Option Exercised: Yes No If Yes, New Expiration Date: _____

Provide the detail of the Change Notice
 Increase contract value from \$162,318 to \$332,318 to cover the cost of 2013 and 2014 advertising.

Value/Cost of Change Notice \$170,000.00	Estimated Revised Aggregate Contract Value \$332,318.00
--	---

FOR THE CONTRACTOR:

The Yaffee Group

On-file in DNR Procurement

 Authorized Agent Signature
 Michael Morin

 Authorized Agent (Print or Type)
 2/27/13

 Date

FOR THE STATE:

Department of Natural Resources

On-file in DNR Procurement

 Authorized Buyer Signature
 Sharon Maynard

 Authorized Buyer (Print or Type)
 4/3/13

 Date

Michigan DNR Fire Prevention

April 2013

Rev. March 26, 2013

the **Yaffe** group

Michigan DNR Fire Prevention

2013 DNR TV BURN PERMIT TELEVISION					
4/01/13-5/14/13			Total	Paid Total	PSAs
Alpena	PROGRAM		\$13,440	72	36
	WBKB-TV		\$2,970	30	15
	M-F 6:30a-7a	CBS MORNING NEWS	\$480	12	6
	M-F 6p-6:30p	CH. 11 NEWS @ 6P	\$2,160	12	6
	Su 9a-10:30a	CBS SUNDAY MORNING	\$330	6	3
Marquette					
	WLUC-TV		\$4,470	18	9
	M-F 6p-6:30p	TV6 EARLY NEWS	\$4,140	12	6
	Su 6p-6:30p	TOP STORIES OF THE WEEK	\$330	6	3
Traverse City-Cadillac					
	WWTV-TV		\$6,000	24	12
	M-F 6:30a-7a	MICHIGAN THIS MORNING	\$1,500	6	3
	M-F 5:30p-6p	9&10 NEWS 5:30P	\$3,600	12	6
	Su 9a-10:30a	CBS SUNDAY MORNING	\$900	6	3

Michigan DNR Fire Prevention

2013 DNR BURN PERMIT CABLE				
4/1/13-5/14/13		Total	Paid Total	PSAs
Market	System Code	\$8,377	4,841	2,421
Alpena	1358, CHARTER, Alpena, MI	\$952	816	408
Marquette	0846, CHARTER, Escanaba, MI	\$1,103	965	483
Marquette	2508, CHARTER, Houghton, MI	\$902	902	451
Marquette	1709, CHARTER, Iron Mountain, MI	\$952	952	476
Marquette	0882, CHARTER, Marquette, MI	\$1,088	816	408
Traverse City-Cadillac	0166, CHARTER, Traverse City Intercon	\$3,380	390	195

Michigan DNR Fire Prevention

2013 DNR BURN PERMIT RADIO						
4/1/13-5/14/13				Total	Paid Total	PSAs
Market	Station	Freq	Format	\$17,794	1,283	642
Hillman	WKJC-FM	104.7	Country	\$1,242	99	50
Alpena	WATZ-FM	99.3	Country	\$1,080	108	54
Alpena	WATZ-AM	1450	News/Talk	\$1,080	108	54
Marquette	WFXD-FM	103.3	Country	\$1,026	54	27
Ishpeming	WJPD-FM	92.3	Country	\$1,080	54	27
Powers	WUPF-FM	107.3	Adult Hits	\$660	66	33
Gwinn	WUPT-FM	100.3	Classic Hits	\$660	66	33
Traverse City	WTCM-FM	103.5	Country	\$1,267	72	36
Traverse City	WTCM-AM	580	News/Talk	\$1,267	72	36
Traverse City	WCCW-FM	107.5	Oldies	\$1,267	72	36
Kalkaska	WKLT-FM	97.5	Rock	\$1,269	72	36
Petoskey	WKLZ-FM	98.9	Rock	\$1,269	72	36
Boyne City	WBCM-FM	93.5	Country	\$1,267	72	36
Pickford	WMKD-FM	105.5	Country	\$900	83	42
Sault Ste. Marie	WSUE-FM	101.3	Rock	\$1,860	93	47
Gaylord	WMJZ-FM	101.5	Adult Hits	\$600	60	30
Tuscarora Twp.	WWSS-FM	95.3	Country	\$0	60	30

Michigan DNR Fire Prevention

2013 DNR HOLIDAY AWARENESS RADIO					
wo: 5/20, 5/27, 6/24, 7/1, 8/26			Total	Paid Total	PSAs
Station	Frequency	Format	\$18,944	1300	650
WKJZ-FM	94.9	Classic Hits	\$1,520	148	74
WGRD-FM	97.9	Modern Rock	\$4,680	144	72
WITL-FM	100.7	Country	\$3,456	144	72
WFXD-FM	103.3	Country	\$1,368	144	72
WHKB-FM	102.3	Country	\$864	144	72
WMUS-FM	107.9	Country	\$1,800	144	72
WCEN-FM	94.5	Country	\$2,520	144	72
WBCM-FM	93.5	Country	\$0	144	72
WTCM-FM	103.5	Country	\$2,736	144	72

Michigan DNR Fire Prevention

2013 DNR GENERAL AWARENESS RADIO						
WO: 6/3, 6/10, 6/17, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 8/19				Total	Paid Total	PSAs
Market	Station	Freq	Format	\$25,565	4,224	2,112
Powers, MI	WUPF-FM	107.3	Adult Hits	\$2,364	240	120
Republic	WUPG-FM	96.7	Adult Hits	\$2,364	240	120
Iron Mountain	WIMK-FM	93.1	Cl. Rock	\$2,400	240	120
Ishpeming	WJPD-FM	92.3	Country	\$2,400	240	120
Pickford	WMKD-FM	105.5	Country	\$2,106	216	108
Newberry	WNBY-FM	93.9	Oldies	\$2,160	216	108
Sault Ste. Marie	WSUE-FM	101.3	Rock	\$4,212	216	108
Gaylord	WMJZ-FM	101.5	Adult Hits	\$827	84	42
McMillan	WMJT-FM	96.7	Adult Hits	\$827	84	42
Traverse City	WTCM-FM	103.5	Country	\$1,824	96	48
Hemlock	WCEN-FM	94.5	Country	\$1,680	96	48
Midland	WKQZ-FM	93.3	Rock	\$1,440	96	48
Hillman	WKJZ-FM	94.9	Rock	\$960	96	48

Michigan DNR Fire Prevention

GENERAL AWARENESS PUBLIC SERVICE BONUS STATIONS					
4/1/13 - 9/2/13				Total	PSAs
Market	Station	Freq	Format	0	4608
Marquette	WUPK-FM	94.1	Mainstream Rock	0	200
Negaunee	WNGE-FM	99.5	Oldies	0	200
Marquette	WDMJ-AM	1320	News/Talk	0	200
Norway	WZNL-FM	94.3	Adult Contemp	0	200
Ishpeming	WIAN-AM	1240	Talk	0	200
Iron Mountain	WMIQ-AM	1450	Talk	0	200
Sault Ste. Marie	WSOO-AM	1230	Talk	0	200
Newberry	WNBY-AM	1450	Country	0	200
Sault Ste. Marie	WKNW-AM	1400	Talk	0	200
Tuscarora Twp.	WWSS-FM	95.3	Country	0	84
Paradise	WUPN-FM	95.1	Classic Hits	0	84
Boyne City	WBCM-FM	93.5	Country	0	96
Gwinn, MI	WUPT-FM	100.3	Classic Hits	0	96
Choccolay Twp.	WUPZ-FM	94.9	Top-40	0	96

Michigan DNR Fire Prevention

Cinema Element	Flight / # of weeks	Markets / Ratings	Material Due Date	Estimated Theatres	Estimated Screens	Estimated Time in Seats Admissions	Net (CPM)	Total Net Campaign Cost
1x :30 Cinema AV Spot Segment 1	TBD	MICHIGAN All Ratings	4/12/13	8	58	266,535	\$55.00	\$15,559 Inc. 2 copy changes

NAME	STREET ADDRESS	CITY	STATE	ZIP		DMA	CIRCUIT	NSCR	
Varsity Cinemas	1088 WEST 3 MILE RD	SAULT STE. MARIE	Michigan	49783	119	TRAVERSE CITY-CADILLAC	Carmike Cinemas	10	
Gkc The Harbor 8 Cinemas	3857 W. US 10	LUDINGTON	Michigan	49431	119	TRAVERSE CITY-CADILLAC	Carmike Cinemas	8	
Horizon Cinemas 10	3587 MARKET PLACE CIRCLE	TRAVERSE CITY	Michigan	49884	119	TRAVERSE CITY-CADILLAC	Carmike Cinemas	10	
Grand Traverse Cinemas lx	GRAND TRAVERSE MALL/BOX 153200 S. AIRPORT RD, WEST	TRAVERSE CITY	Michigan	49884	119	TRAVERSE CITY-CADILLAC	Carmike Cinemas	9	
Royal Cinemas I-X	1351 O'DOVERO DRIVE	MARQUETTE	Michigan	49855	180	MARQUETTE	Carmike Cinemas	10	
Copper Country Mall	47420 State Highway M26	Houghton	Michigan	49931	180	MARQUETTE	Rogers Cinema INC.	5	
Royal Knight 3	101 SOUTH 2ND ST.	ALPENA	Michigan	49707	208	ALPENA	Carmike Cinemas	3	
State Cinema 3	208 NORTH 2ND ST.	ALPENA	Michigan	49707	208	ALPENA	Carmike Cinemas	3	
								Total Theatres	8
								Total Screens	58

Flight dates will be adjusted to fit the creative release of the Michigan DNR.

Michigan DNR Fire Prevention

2013 DNR :MEDIA PLAN - BURBANK PERIODICALS/FISHING OPERATOR/WILDFIRE PREVENTION			
4/1/13-9/2/13	TOTAL	PAID TOTAL	PSAS
TELEVISION: 4/1/13 - 5/14/13	\$13,440	72	36
CABLE: 4/1/13-5/14/13	\$8,377	4,841	2,421
RADIO: 4/1/13 - 5/14/13	\$17,794	1,283	642
HOLIDAY AWARENESS (MEMORIALDAY,4THOFJULY,IABORDAY) \VO: 5/20,5/27,6/24, 7/1,8/26	\$18,944	1,300	650
GENERAL AWARENESS RADIO \VO: 6/3,6/10,6/17, 7/8,7/15, 7/22,7/29,8/5, 8/12,8/19	\$25,565	4,224	2,112
GENERAL AWARENESS PUBUC SERVICE BONUS STATIONS \VO:6/3,6/10,6/17, 7/8,7/15, 7/22, 7/29,8/5,8/12,8/19	\$0		2,256
THEATRE BUDGET	\$15,559		
TOTAL MEDIA GROSS	\$99,679	11,720	8,116
TOTAL MEDIA NET	\$84,727		
DUBS	\$320		
TOTAL DUBS +NET MEDIA	\$85,047		
AGENCY COMMISSION	\$14,952		
CONTRACT GROSS	\$99,999	11,720	8,116

May 5, 2012

STATE OF MICHIGAN DEPARTMENT OF
NATURAL RESOURCES PROCUREMENT
SERVICES

P.O. BOX 30028, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 75182200053

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR The Yaffe Group 26100 American Dr., Suite 401 Southfield, MI 48034 michaelm@yaffe.com	Contractor Information Michael Morin (248) 262-9630
	DNR Buyer Jana Harding-Bishop (517) 373-1190
Contract Administrator: Deb Stolecki (517) 373-7103 Contract Description 3 year Media Purchasing Contract for Fire Prevention	
CONTRACT PERIOD: From: 3/15/2012 To: 3/14/2015	
TERMS Net 45 days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

This change notice is to revise the 2012 Fire Prevention media buy plan from the original bid. See attached for revision

Add \$17,709.00 to the contract to cover the additional ads which will be run in 2012.

All Other Terms and Conditions, Pricing, and Services will remain unchanged for the duration of this contract.

rJ:il);;'''' \$162,318.00
Michael Morin
The Yaffe Group

5/9/12 Jana Harding-Bishop 5/11/12
Date Jana Harding-Bishop Date
DNR, Procurement Services

!c:itro c N a::
u... q a:qv e c !o c

er q o:iv Ov e v!e
Ac ! z o z

!o:—: o: o

Michigan DNR Fire Prevention

BURN PERMIT						
Radio schedules for the weeks of: 4/2, 4/9						
MARKET	STATION NETWORK	FORMAT/DIAL POSITION	TOTAL NUMBER OF PAID SPOTS	TOTAL NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Alpena	WHSB FM	CHR/107.7	18	9	\$21.00	\$378
	WKJZ FM	Cl. Rock/94.9	18	9	\$20.00	\$360
Traverse City/Kalkaska/Manistee/Petoskey/Charlevoix	VVKLTFM	Rock/97.5	18	9	\$19.00	\$342
	WTCMFM	Country/103.5	18	9	\$38.00	\$684
	WKLZ FM	AOR/98.9	18	9	\$19.00	\$342
Marquette /Escanaba/ Houghton	WMKD-FM	Country/105.5	18	9	\$19.50	\$351
	WSUE-FM	Rock/101.3	18	9	\$19.50	\$351
	WMK-FM	Rock/93.1	18	9	\$19.50	\$351
	WUPK-FM	Rock/94.1	18	9	\$19.50	\$351
	WJPO-FM	Country/92.3	18	9	\$19.50	\$351
	WFXD FM	Country/103.3	18	9	\$19.00	\$342
	WHKB-FM	Country/102.3	18	9	\$12.00	\$216
Northern Michigan	WOLV-FM	Cl. Hits/97.7	18	9	\$12.00	\$216
	WYKX-FM	Country/104.7	18	9	\$18.00	\$324
	WBCM-FM	Country/93.5	18	9	\$0.00	\$0
Totals			270	135		\$4,959

theVaft=egroup

Michigan DNR Fire Prevention

BURN PERMIT/WILDFIRE PREVENTION/FISHING OPENER						
Radio schedules for the weeks of: 4/16, 4/23, 4/30, 5/7						
MARKET	STATION NETWORK	FORMAT/DIAL POSITION	TOTAL NUMBER OF PAID SPOTS	TOTAL NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Apena	WHSB-FM	CHR/107.7	34	17	\$21.00	\$714
	WKJZ-FM	Cl. Rock/94.9	34	17	\$20.00	\$680
Saginaw/Bay City/Midland	WCENFM	Country/94.5	34	17	\$35.00	\$1,190
Traverse City/Kalkaska/Manistee/Petoskey/Charlevoix	WKLTFM	Rock/97.5	34	17	\$19.00	\$646
	WTCMFM	Country/103.5	34	17	\$38.00	\$1,292
	WKLZ-FM	AOR/98.9	34	17	\$19.00	\$646
Marquette / Escanaba/ Houghton	WMKD-FM	Country/105.5	34	17	\$19.50	\$663
	WSUE-FM	Rock/101.3	34	17	\$19.50	\$663
	WIMK-FM	Rock/93.1	34	17	\$19.50	\$663
	WUPK-FM	Rock/94.1	34	17	\$19.50	\$663
	WJPD-FM	Country/92.3	34	17	\$19.50	\$663
	WFXD-FM	Country/103.3	34	17	\$19.00	\$646
	WHKB-FM	Country/102.3	34	17	\$12.00	\$408
	WOLV-FM	Cl. Hits/97.7	34	17	\$12.00	\$408
Northern Michigan	WYKX-FM	Country/104.7	34	17	\$18.00	\$612
	WBCM-FM	Country/93.5	34	17	\$0.00	\$0
Totals			544	272		\$10,557

*WCEN-FM (Saginaw) will not be running any Burn Permit spots

theVa.,fegrou

Michigan DNR Fire Prevention

TELEVISION AND CABLE							
BURN PERMIT/WILDFIRE PREVENTION							
TV schedules for the weeks of: 4/2, 4/9, 4/16, 4/23, 4/30, 5/7							
MARKET	STATION NETWORK	FORMATIOIAL POSITION	TIME PERIOD	TOTAL NUMBER OF PAID SPOTS	MIN.NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Alpena	WBKB-IV	CBS	11-1130P	13	6	\$120.00	\$1,560
	WBKB-IV	CBS	6-7a	12	7	540.00	\$480
Traverse City/Kalkaska/Manistee/Petoskey/Charlevoix	WNTV-IV	CBS	6-630A	13	6	\$200.00	\$2,600
	WNTV-IV	CBS	530-6a	13	7	\$100.00	\$1,300
Marquette/Escaanaba 1 Houghton	WLUC-IV	NBC	11-1130p	13	6	\$200.00	\$2,600
	WLUC-IV	NBC	530-6a	13	7	\$30.00	\$390
MARKET			SYSTEM CODE	TOTAL NUMBER OF PAID SPOTS	MIN.NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
CABLE	TRAVERSE CITY		0166	38	10	\$7.05	\$258
	BAY CITY		0125	62	10	\$4.81	\$298
	MOUNT PLEASANT		6662	62	10	\$3.00	\$186
	OSCODA		6988	194	10	\$1.00	\$194
	IRONWOOD		2963	194	10	\$1.00	\$194
	ESCANABA		0846	216	10	\$1.26	\$272
	ALPENA		1358	194	10	\$1.28	\$248
	MUSKEGON		1097	28	10	\$6.07	\$170
	HOUGHTON		2508	216	10	\$1.00	\$216
	GREEN BAY		2743	66	10	\$3.00	\$198
	MARQUETTE		0882	196	10	\$1.43	\$280
	IRON MOUNTAIN		1709	196	10	\$1.00	\$196
Totals				1739	159		\$11,651

theVa-rfegroup

Michigan DNR Fire Prevention

HOLIDAY (MEMORIAL DAY, 4TH OF JULY, LABOR DAY)						
5/25-5/28, 6/29-7/9, 8/31-9/3 (19 DAYS)- WILDFIRE PREVENTION						
MARKET	STATION NETWORK	FORMAT/DIAL POSITION	TOTAL NUMBER OF PAID SPOTS	MN. NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Alpena	WHSB-FM	CHR/107.7	24	12	\$21.00	\$504
	WKJZ-FM	Cl.Rock/94.9	24	12	\$20.00	\$480
Saginaw/Bay City/Midland	WCENFM	Country/94.5	24	12	\$35.00	\$840
Traverse City/Kalkaska/Manistee/Petoskey/Charlevoix	WKLTFM	Rock/97.5	24	12	\$19.00	\$456
	WTCM-FM	Country/103.5	24	12	\$38.00	\$912
	WKLZ-FM	AOR/98.9	24	12	\$19.00	\$456
Marquette/ Escanaba/ Houghton	WMKD-FM	Country/105.5	24	12	\$19.50	\$468
	WSUE-FM	Rock/101.3	24	12	\$19.50	\$468
	WIMK-FM	Rock/93.1	24	12	\$19.50	\$468
	WUPK-FM	Rock/94.1	24	12	\$19.50	\$468
	WJPD-FM	Country/92.3	24	12	\$19.50	\$468
	WFXD-FM	Country/103.3	24	12	\$19.00	\$456
	WHKB-FM	Country/102.3	24	12	\$12.00	\$288
	WOLV-FM	Cl. Hits/97.7	24	12	\$12.00	\$288
Northern Michigan	WYKX-FM	Country/104.7	24	12	\$18.00	\$432
	WBCM-FM	Country/93.5	24	12	\$0.00	\$0
Total			384	192		\$7,452

theVaffegroup

Michigan DNR Fire Prevention

FIREWORK AWARENESS - EXPANDED MARKETS						
6/21-7/7 - FIREWORKS AWARENESS (17 days)						
MARKET	STATION NETWORK	FORMAT/DIAL POSITION	TOTAL NUMBER OF PAID SPOTS	MIN. NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Alpena	WHSB-FM	CHR/107.7	14	7	\$21.00	\$294
	WKJZ-FM	Cl. Rock/94.9	14	7	\$20.00	\$280
Saginaw/Bay City/Midland	WCENFM	Country/94.5	14	7	\$35.00	\$490
	WKQZ-FM	AOR/93.3	14	7	\$35.00	\$490
Traverse City/Kalkaskah-Aanistee/TC	WKLTFM	Rock/97.5	14	7	\$19.00	\$266
	WTCMFM	Country/103.5	14	7	\$38.00	\$532
	WKLZ-FM	AOR/98.9	14	7	\$19.00	\$266
Marquette/ Escanaba/ Houghton	WMKD-FM	Country/105.5	14	7	\$19.50	\$273
	WSUE-FM	Rock/101.3	14	7	\$19.50	\$273
	WIMK-FM	Rock/93.1	14	7	\$19.50	\$273
	WUPK-FM	Rock/94.1	14	7	\$19.50	\$273
	WJPD-FM	Country/92.3	14	7	\$19.50	\$273
	WFXD-FM	Country/103.3	14	7	\$19.00	\$266
	WHKB-FM	Country/102.3	14	7	\$12.00	\$168
Northern Lower Michigan	WOLV-FM	Cl. Hits/97.7	14	7	\$12.00	\$168
	WYKX-FM	Country/104.7	13	7	\$18.00	\$234
Lansing	WBCM-FM	Country/93.5	14	7	\$0.00	\$0
	WJXQ-FM	AOR/106.1	14	7	\$50.00	\$700
	wm.	Country/100.7	14	7	\$48.00	\$672
Grand Rapids	WGRD-FM	AOR/97.9	14	7	\$65.00	\$910
	WBCT-FM	Country/93.7	13	7	\$60.00	\$780
Muskegon	WMUS-FM	Country/107.9	14	7	\$25.00	\$350
Totals			194	97		\$8,231

theVa-rfegroup

Michigan DNR Fire Prevention

GENERAL AWARENESS						
RADIO: 5/31-6/3, 6/7-6/10, 6/14-6/17, 7/12-7/15, 7/19-7/22, 7/26-7/29, 8/2-8/5, 8/29-8/12, 8/16-8/19						
MARKET	STATION NETWORK	FORMAT/DIAL POSITION	TOTAL NUMBER OF PAID SPOTS	MIN. NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Alpena	WHSB-FM	CHR/107.7	72	36	\$21.00	\$1,512
	WKJZ-FM	Cl. Rock/94.9	72	36	\$20.00	\$1,440
Saginaw/Bay City/Midland	WCEN FM	Country/94.5	72	36	\$35.00	\$2,520
Traverse City/Kalkaska/Manistee/Petoskey/Charlevoix	WKLTFM	Rock/97.5	72	36	\$19.00	\$1,368
	WTCMFM	Country/103.5	72	36	\$38.00	\$2,736
	WKLZ-FM	AOR/98.9	72	36	\$19.00	\$1,368
Marquette/ Escanaba/ Houghton	WMKD-FM	Country/105.5	72	36	\$19.50	\$1,404
	WSUE-FM	Rock/101.3	72	36	\$19.50	\$1,404
	WIMK-FM	Rock/93.1	72	36	\$19.50	\$1,404
	WUPK-FM	Rock/94.1	72	36	\$19.50	\$1,404
	WJPD-FM	Country/92.3	72	36	\$19.50	\$1,404
	WFXD-FM	Country/103.3	72	36	\$19.00	\$1,368
	WHKB-FM	Country/102.3	72	36	\$12.00	\$864
	WOLV-FM	Cl. Hits/97.7	72	36	\$12.00	\$864
Northern Michigan	WYKX-FM	Country/104.7	72	36	\$18.00	\$1,296
	WBCM-FM	Country/93.5	72	36	\$0.00	\$0
Totals			1152	576		\$22,356

theVaffegroup

Michigan DNR Fire Prevention

DNR 2012 MEDIA PLAN	SPOTS	PSAS	BUDGET
BURN PERMIT Radio schedules for the weeks of: 4/12, 4/9	34	17	\$4,959
BURN PERMIT/VILDFIRE PREVENTION 50150 Radio schedules for the weeks of: 4/16, 4/23, 4/30, 5/7	544	272	\$10,557
TELEVISION AND CABLE BURN PERMIT/VILDFIRE PREVENTION 50150 TV schedules for the weeks of: 4/12, 4/19, 4/26, 5/3, 5/10, 5/17	1,739	159	\$11,651
HOLIDAY AWARENESS (MEMORIAL DAY, 4TH OF JULY, LABOR DAY) 5/12-5/28, 6/12-6/19, 8/13-8/19 (20 DAYS)-VILDFIRE PREVENTION	384	192	\$7,452
FIREWORK AWARENESS- EXPANDED MARKETS 6/12-6/17 - FIREWORKS AWARENESS (17 days)	194	97	\$8,231
GENERAL AWARENESS RADIO: 5/13-6/3, 6/14-6/17, 7/12-7/15, 7/19-7/22, 7/26-7/29, 8/12-8/15, 8/19-8/22, 8/16-8/19	1,152	576	\$22,356
GENERAL AWARENESS ADDITIONAL PUBLIC SERVICE ANNOUNCEMENTS RADIO: 4/1-9/3. WNBX-FM; WZLW-FM; WNGE-FM, WfSS-FM; WSOO-AM; WJAN-AM; WDMJ-AM; WKNW-AM; WMIQ-AM; WNBX-AM		1,380	\$0
TOTAL MEDIA GROSS	4,013	2,676	\$65,206
TOTAL MEDIA NET			\$55,425
DUBS	12	50	\$600
TOTAL DUBS+ NET MEDIA			\$56,025
AGENCY COMMISSION			\$9,887
CONTRACT GROSS			\$65,912

theVa"ffegroup

March 22, 2012

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
Office of Financial Services
Procurement Services PO
Box 30028
Lansing, Michigan 48909

NOTICE
OF
CONTRACT NO. 751B2200053
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR		Contractor Information	
The Yaffe Group 26100 American Dr., Suite 401 Southfield, MI 48034 michaelm@yaffe.com		Michael Morin (248) 262-9630	
		DNR Buyer Jana Harding-Bishop (517) 373-1190	
Contract Administrator: Deb Stolecki (517) 373-7103			
Contract Description			
3 year Media Purchasing Contract for Fire Prevention			
CONTRACT PERIOD:		From: 3/15/2012	To: 3/14/2015
TERMS	Net 45 days	SHIPMENT	N/A
F.O.B.	N/A	SHIPPED FROM	N/A
MINIMUM DELIVERY REQUIREMENTS			
N/A			

The attached represents the mutually agreed to description of services to be provided and terms and conditions.

This is not an order. A Purchase Order will be issued and sent to the contractor to request goods or services as authorized under the terms and conditions of this contract.

Est. Contract Value: \$144,609.00

March 19, 2012

STATE OF MICHIGAN DEPARTMENT OF
NATURAL RESOURCES FINANCIAL
SERVICES
P.O. BOX 30028, LANSING, MI 48909

OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT AGREEMENT NO. 751B2200053

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR The Yaffe Group 26100 American Dr., Suite 401 Southfield, MI 48034 michaelm@yaffe.com	Contractor Information Michael Morin (248) 262-9630
	DNR Buyer Jana Harding-Bishop (517) 373-1190
Contract Administrator: Deb Stolecki (517) 373-7103 <p style="text-align: center;">Contract Description</p> <p style="text-align: center;">3 year Media Purchasing Contract for Fire Prevention</p>	
CONTRACT PERIOD: From: 3/15/2012 To: 3/14/2015	
TERMS <p style="text-align: center;">Net 45 days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The attached represents the mutually agreed to description of services to be provided and terms and conditions.

This is not an order. A Purchase Order will be issued and sent to the contractor to request goods or services as authorized under the terms and conditions of this contract.

Est. Contract Value: \$ 144,609.00

On-file in Procurement Michael Morin The Yaffe Group	Date	On-file in Procurement Jana Harding-Bishop DNR, Procurement Services	Date
--	-------------	--	-------------

Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This contract is for the Department of Natural Resources (DNR) to contract for a broadcast media buyer to purchase air time using radio, cable and broadcast television to deliver fire prevention messages to high risk wildfire areas throughout Michigan.

This is a three (3) year contract with two (2) one year extension options. The contract was awarded based upon the advertising requested for 2012. In March of each year the Project Manager will meet with the contractor to discuss quantities and types of advertising and the budget for that particular year. Each year's advertising will be subject to the approval of the DNR Project Manager.

1.012 Background

Wildfire prevention advertising has become an integral part of reducing wildfire occurrence in Michigan. Every year fire departments respond to thousands of wildfires that place the public and their property at risk. In order to mitigate that risk, the DNR has developed a number of 30 second audio, and video fire prevention advertisements. These messages are tailored for specific seasons of the year and target users such as anglers, campers, debris burners, vacation home owners and Fourth of July celebrants. These messages will need to be delivered on a regular basis throughout the wildfire season which begins in April and continues through summer. The spring season is the most active and dangerous and will receive the greatest concentration of effort. It is the intent of the project to reach as many local residents and seasonal travelers, living, vacationing or passing through a high risk fire area with a fire prevention message.

1.020 Scope of Work and Deliverables

1.021 In Scope

The contractor will arrange advertisements for the DNR to deliver fire prevention messages to high risk wildfire areas throughout Michigan by procuring radio, broadcast television and cable television advertising spots.

Most locations at risk of large destructive wildfires are in the northern parts of Michigan including the Upper Peninsula. High fire risk areas of the state will need to be targeted with these messages more frequently than others.

The high risk areas include:

- Northern Lower Peninsula of Michigan.
- Upper Peninsula of Michigan.

In order to better mitigate the highest risk, all of the advertising will take place in media markets north of a staggered line extending east to west along the southern boundary of all counties between Bay County in the east and Oceana County in the West. The location of the media outlet must be geographically located north of this line however the fringe area of the media market may extend south into the non targeted area. South west, Southern and Southeast Michigan media markets will not be targeted specifically due to the reduced risk of wildfire. (See Attachment B – Map). The target audience for the entire campaign should focus on programs airing with a high demographic rating of male viewers 18-45. The target audience specific for television airing will be male rural viewers 18-45 with a median household income. The television airings will run only during a period between April and the first 10 days of May during appropriate time slots for the stated demographic.

From time to time changes in fire weather and fire danger may occur that will necessitate the specific message that was pre scheduled be adjusted to target the changing fire cause problem. The DNR will

provide a media file of that message to the contractor who must be able to distribute it for airing within 48 hours of receiving notification of the change.

Quantities and type of advertising airings will be determined by DNR, Project Manger and provided to the contractor by March 15 of each subsequent year. Airing of ads will start on April 1 and potentially will air through September 30th of each year.

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Michigan's wildfire problem is most prevalent in the spring of the year when vegetation is dry and many people are doing yard cleanup work. Most of the wildfire prevention messages will need to run during the months of April and May. Television burn permit messages will be aired on cable and broadcast television only during peak fire risk season targeting home owners that are considering burning yard clean up debris(April 1 –May 10th). Radio prevention ads will air throughout the entire fire season concentrating on campfire and fireworks messages during and around holidays (Memorial Day, 4th of July and Labor Day) and general prevention messages during and around weekends (April 1 – Labor Day). Airing during the appropriate time slot to meet the demographic objective is essential.

Advertisement time slots are to be purchased from media outlets that align within the time frame of April 1 - September 30, and meet the geographic and demographic requirements of placement in Northern Lower Peninsula and Upper Peninsula of Michigan markets, targeting male viewers/listeners between the ages of 18-45. The contractor will be required to deliver a minimum of 30 second prevention spots as follows through September 30th 2012:

- 100 over the airwaves broadcast television spots delivered between April 1st and May 10th.
- 1,000 cable television spots delivered between April 1st and May 10th
- 1,200 radio spots to be delivered between April 1st and September 30th. 800 of the spots need to be aired prior to June 1st.

Due to the public service nature of this advertising campaign, The Contractor should make efforts to receive public service announcement airing credits from the media outlets in order to increase additional airings.

Media files will be provided to the Contractor in a variety of formats including but not limited to: .mov files, .mpg files and .mp3 files. The Contractor will then be required to distribute the files to appropriate media outlets.

Contractor Response:

The Department of Natural Resources (DNR) is looking for a broadcast media buying company to purchase air time from radio, broadcast television and cable television stations to deliver fire prevention messages to high risk wildfire areas throughout the Northern Lower Peninsula of Michigan and Upper Peninsula of Michigan.

The Yaffe Group has the necessary staff, tools and experience to buy this media for the State as it has demonstrated for the past two years.

Our Staff includes Karen Potochick who managed the buy, added value and station interviews for Paul Kollmeyer and the DNR last year. The State benefits from The Yaffe Group having the necessary media tools that help us evaluate, plan, negotiate and buy schedules for clients that spend over \$1 million a month.

Plus, our experience includes negotiating added value schedules.

In 2011 we deliver a total of 1,165 added value spots.

Plus, through relationship management and expertise, we were able to negotiate 23 airings of interviews between DNR officials and various radio personnel across the Northern Lower Peninsula, as well as the Upper Peninsula for an equivalized value of 559 PSAs. That brought the total number of PSAs over a 12-week period to 1,724 or just over 143 additional announcements per week.

In our cost proposal you will see our plan calls to do even more in 2012. We have already negotiated 3013 PSAs. That's 131% more spots added to the DNR's paid schedule. We plan to secure radio interviews for Paul Kollmeyer as well to supplement getting this important fire prevention message out.

We are prepared to undertake the assignment as outlined.

Media Objective

The primary objective is to reach as many local residents and seasonal travelers, living, vacationing or passing through the designated high risk fire areas with a fire prevention message. The DNR wants a company with staff to handle everything necessary to plan, buy, traffic, audit and bill the media. The buy is to include public service announcements in addition to the paid schedules.

Primary Target Audience

The primary target for the 2012 Fire Prevention Campaign will focus on programming with high demographic ratings of men 18-45. Additionally, TV is to further target rural men 18-45 with a median household income.

Scheduling

The television and cable portion of the buy will air burn permit messaging during peak fire risk season, April 1 –May 10, targeting home owners that are considering burning yard clean up debris. The television buy will focus on local news programming that includes local weather and traffic reports, increasing the probability that the television is reaching our target audience. In order to maximize the impact of this campaign within the designated parameters, spots will be scheduled Wednesday through Friday to increase the number of times the target may see the spot.

Radio prevention ads will air throughout the entire fire season concentrating on campfire and fireworks messages during and around holidays (Memorial Day, 4th of July and Labor Day) and general prevention messages during and around weekends (April 1 – Labor Day). Airing during the appropriate time slot to meet the demographic objective is essential. To reach the target traveling to weekend activities in the Northern Lower Peninsula of Michigan and Upper Peninsula of Michigan, radio ads will run Friday afternoon through Sunday afternoon most weeks of the campaign and Friday afternoon through midday Monday for Memorial Day and Labor Day weekends. Fourth of July fire prevention will be supported with a schedule running the weekend before Wednesday July 4 through to the weekend after with emphasis placed on the Friday before for the drive up and Friday, Saturday and Sunday the weekend following for the drive home. We recommend that 30% of the spots air on July 3 & 4 to heighten awareness surrounding the holiday.

Our staff has diverse experience resulting from planning and buying media across a broad range of clients across the United States and has experience in many different industries. Our diverse client roster challenges us to continually find new and distinctive ways to improve media strategies and tactics. This diversity contributes to our experience, knowledge and expertise.

The Yaffe Group media department utilizes extensive media research intelligence. We have the experience to mine research resources that enable us to make data-driven media decisions and better define key customer demographic, lifestyle and consumer behavior characteristics.

Research resources used to develop media plans include the following:

Arbitron – The premier radio audience measurement service. In addition to the paper diary data, we use PPM (Portable People Meter) data where available for the most precise radio audience measurement.

Claritas PRIZM – The block group (neighborhood) based market segmentation data provides

a snapshot of each consumer segment's demographic traits, lifestyle preference and consumer behavior. We use this information to help guide marketing campaigns and media strategies via their available demographic characteristics (education, income, housing, race/ethnicity, etc.) and lifestyle categories (travel, eating out, shopping, auto purchases, etc.).

Experian Simmons – Used to better understand customers, prospects and determine best advertising placement. Consumer behavior studies provide detailed information on media habits, shopping patterns and consumer opinions on various issues.

Mediamark Research – The database provides an overall view of audiences of all major media, their demographic and lifestyles, actions and attitudes, product usage and brand loyalty, as well as an extensive audience data for consumer magazine and comprehensive and reliable multi-media audience data.

Nielsen Media Research – Measures media audiences including TV, online, cinema and newspaper. The data measures viewing habits in all 210 local DMA's (Designated Market Areas), including Hispanic and African American households. We use the NSI information to monitor on-going television and on-line buys, project future audience deliveries and dissect best programming and placement selections across a variety of client target audiences.

Scarborough – Provides lifestyles, shopping patterns, media behaviors and demographics of American consumers locally, regionally and nationally.

Strata – Media buying software application to aid in initial planning through payment and post buy analysis. An industry leading tool for media analysis, planning, scheduling and buying, the system modules provide comprehensive reporting and inputting capabilities. Strata manages all campaign elements, including avails, ratings, schedules and vendor orders. It also allows the user to view trends, compare demos, audience composition and create multiple analyses. Invoices, including all added value elements, are electronically downloaded into Strata to quickly and easily verify schedules and spot traffic rotations both vertically and horizontally.

SQAD – Recognized as the industry cost forecasting leader. We consistently deliver achieved cost-per-points 20-30% below low SQAD, the lowest SQAD cost level.

SRDS – Database of media rates and information for all media properties to ensure adequate geographic coverage and varied demographic audience delivery. SRDS provides comprehensive coverage of traditional media - such as magazines, newspapers, television, direct marketing and radio - as well as today's alternative marketing opportunities - such as online and out-of-home. We use it to compare ad rates and obtain pertinent vendor information with direct links to media kits and vendor audit statements.

We start all buys by looking at the target audience, the media cost and the geographic coverage.

Target Audience Compatibility – Media vehicles are evaluated on how well they deliver the target audience, both demographically and psychographically, including value against any secondary audience requirements. The commercial environment is also part of the consideration: program content, clutter, sponsors and promotional support.

Media Value/Cost Analysis – Evaluation is based on total package delivery, including commercials, billboards, vignettes, promotional mentions, on-line components and any other elements. In many cases, little or no value is given to many of the elements outside of actual advertisements or commercials. They should only serve to enhance a buy that is already strong in its media delivery.

Geographic Coverage – An examination of the geographic coverage of each media outlet is also part of the consideration set.

Recommendation – A recommendation is formulated based on the criteria above and an

examination on how well each media outlet will serve to further the campaign goals and objectives.

As demonstrated in Yaffe Group's delivery of added value during the DNR's 2010 and 2011 fire prevention efforts, we have proven experience in negotiating significant added value and substantiating its delivery.

Our unique and successful approach to post buy analysis via ongoing maintenance and the negotiation of upfront and post buy station guarantees protects our clients' media investments. The Yaffe Group media team is unique with respect to audience delivery. We negotiate guarantees from stations to provide bonus weight for deliveries below 100% (rather than the typical 90%) for both pre-posts within the campaign quarter and on a final post buy analysis. Our goal is GRP audience delivery between 100 – 110%.

The distribution of creative materials to all media vendors is an area where the Yaffe Group media department has experience as well. Because we work with a variety of production companies in different markets, we have processes to ensure seamless on-time delivery of creative materials. Traffic instructions are generated for each campaign to outline specific creative rotation and/or placement requirements. Distribution of media can be completed in a variety of formats including Beta, Digital Beta, WMV, MOV and DGS Fast Channel plus web-based formats such as FLV files and audio formats such as MP3, AIF or WAV files.

We have handled the DNR campaign for the past two years and the success of the Yaffe Group is rooted in our retail advertising expertise. The retail advertising environment is fast paced and results driven. We are accountable to sales results and are experts in quick turnaround, reacting to changing market conditions, frequently monitoring the current state of business and performing meticulous evaluation of campaign performance. There is a direct parallel to your requirements where you have a basic plan that can change due to fire risk conditions. Our experience in the retail industry has prepared us well to handle last minute turnarounds. In the 2011 campaign, the DNR requested a market change due to a change in the electronic burn permit system. In February, 2011, Muskegon County was added to the system and became a primary consideration, while Saginaw became a secondary consideration. We were able to successfully make the changes requested while also putting a heavier focus on the local listeners versus travelers, also at the request of the client. Also in 2011, Yaffe Group was asked to investigate a particular station based on alleged "threats" against DNR officials. To the satisfaction of the DNR, we were able to respond quickly to determine and assure that this station was not on the buy. Similarly, we have experience in other retail categories such as our Hot Weather Alerts created for ABC Warehouse that featured offers on air conditioning units that were ready to air when the temperature was forecasted to reach 90 degrees. We have the experience to handle your fire risk alerts.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

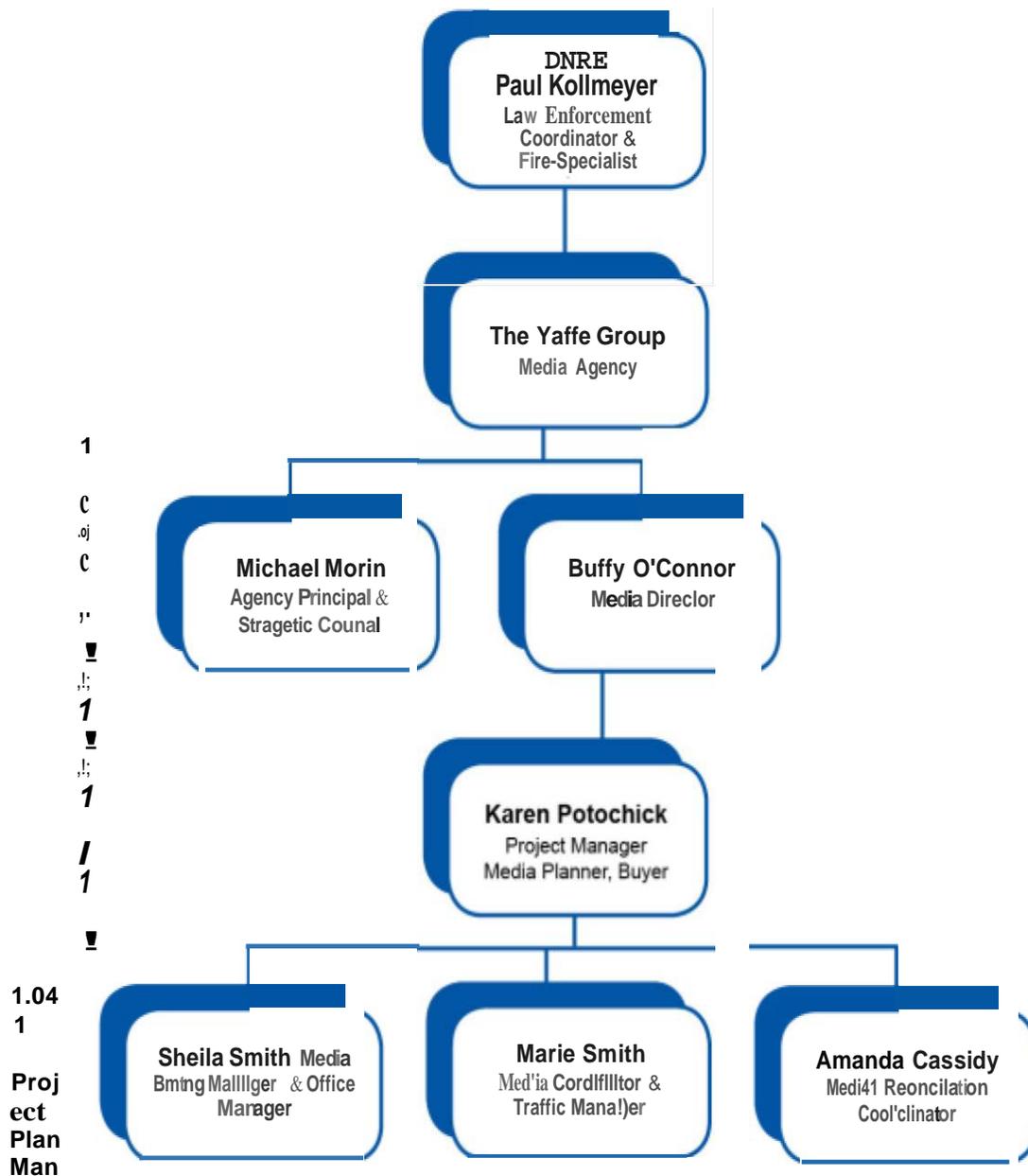
The Contractor must provide the Department of Natural Resources contact information for the project manager and an organizational chart identifying others who may be contacted during the contract period for purposes of questions, resolutions of problems, or adjustments to scheduled messages due to weather and fire danger or other variables.

Contractor Response:

The primary agency contacts with the State of Michigan have been and will continue to be Yaffe Group Media Director Buffy O'Connor; Media Planner, Buyer and Project Manager Karen Potochick and Marie Smith, Media Coordinator and Traffic Manager. Buffy will serve as strategic media lead. Karen will continue to serve as Project Manager and she and Buffy will collectively work to formulate media solutions. Karen will manage all media buying and planning. Marie will handle resolution of problems, fire alerts and traffic. Buffy, Karen and Marie will perform continual checks and balances to make sure that all areas of client responsibility are covered. This internal process ensures the work is completed in an efficient and timely manner.

	Staff Member	Title	Phone Number	Email Address
Primary Contact	Buffy O'Connor	Media Director	2482629673	buff@ffe.com
	Michael Morin	Agency Principal & Strategic Counsel	2482629630	m.morin@ffe.com
Primary Contact	Karen Potochick	Media Planner, Buyer and Project Manager	2482629652	karen@ffe.com
	Sheila Smith	Media Billing Manager	2482629657	sheila@ffe.com
Primary Contact	Marie Smith	Media Coordinator & Traffic Manager	2482629635	marie@ffe.com
	Amanda Cassidy	Media Billing Coordinator	2482629608	amanda@ffe.com

The Yaffe Group Organizational Chart



agement

In February/March of each year the DNR Project Manager will meet with the Contractor's Project Manager to discuss the advertising for the fire season. At that time the Contractor will provide pricing for the year based on the DNR's request. Each year the amount and type of advertisements will vary. The DNR Project Manager has the final decision on what advertisements will be run and where.

The proposal needs to include a detailed plan to meet the requirements established in 1.021 and 1.022. The plan must identify the media outlet, date, time, program, geographic area of the media markets, number of proposed airings and price per spot. It should also include ratings data for each market and the potential number viewers/listeners and details of the demographic breakdown of the program where spots are proposed to be aired.

Contractor Response:

1. Our experienced available staff has handled the DNR media buys for the past 2 years.
2. Based on the RFP we have assembled a schedule of spots by market, by station. See price proposal for details.
3. With your approval we will begin the process of negotiating with the media to improve the schedules and get more added value for the schedules. Past performances have proven our ability to get the DNR more exposure in the form of added value spots and interviews.
4. We will encourage the stations by communicating the value of helping with this effort because it's for the protection of the country. It's their civic duty.
5. Stations that don't cooperate with no charge PSAs (added value) will be taken off the buy and those that do will get their buys increased. This is how we will ensure the State gets added value.
6. We will provide ratings data by market, anticipated audience and demographic breakdown of the programs.
7. Our makegood policy is outlined in detail in the following section. This will ensure credits from media are aired within the scheduled time frame.
8. Spots will get trafficked to TV and cable stations through DG Fast Channel. Radio will be emailed.
9. If the situation occurs where a fire prevention message needs to be aired in a certain area of the State, Yaffe is prepared to add media to the schedule or to rework a buy to fit it in. Our project manager is backed up by another seasoned media person, plus others. We'd pre-negotiate a "Fire Alert" schedule that is ready to air at a moment's notice as we did with ABC Warehouse for "Hot Weather Alerts."
10. We plan to have "Fire Alert" spots at the stations to ensure the ability to traffic them within the 48 hour notification.
11. If new creative is provided with a "Fire Alert," Yaffe is prepared to dispatch the spots, so the stations can begin airing within 48 hours of receiving notification of the change.
12. There will be on-going monitoring of schedules.
13. Station invoices get checked and agency invoices prepared for client with required back-up.

Here's our timeline for airing the buy:

Date	Task
15-Mar	Anticipated Contract Start Date
16-Mar	Client Meeting/Orientation
17-Mar	Review Plan and formulate details
18-Mar	Review plan and get approval
19-Mar	Begin negotiating schedules with stations
21-Mar	Get approval for station buy
22-Mar	Place buy and traffic spots
1-Apr	Stations begin airing buy

Our experience with sales event messages led us to institute a 72-hour notification policy. We require notification within three days of any spots that were missed or ran out of the contracted time period and/or programming. This allows us to address issues as they arise and negotiate makegood weight for discrepancies as they occur. After this three-day period has expired, the spot(s) involved will be credited and no makegoods or substitutions may be negotiated.

We continually monitor all activity via ongoing follow up reporting which details results of invoice reconciliation, media rotations, adherence to traffic instructions and audience delivery.

The Yaffe Group will provide the State of Michigan with a report detailing all paid media activity and bonus weight delivered, including (ROI) value of all bonus weight secured (both no charge added value and makegood weight), no later than 60 days after the media buy and bonus weight have aired (subject to station compliance with invoice submission and release of appropriate ratings data).

1.042 Reports

The Contractor will be required to produce a notarized detailed monthly invoice showing documentation taken from the program log that includes total charges, the media market airing the advertising, date, time, name of the program airing, number of airings and charges per spot.

Contractor Response:

The Yaffe Group agrees to provide DNR with notarized monthly station invoices showing documentation from the station log that includes total charges, the media market, date, time, number of airings and charges per spot. Where available, name of program aired will also be included.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

Advertisement services purchased under this contract must comply with the specifications as outlined in this document.

1.052 Final Acceptance

Final Acceptance will be upon submission of a notarized invoice to include total charges, the media market airing the advertising, date, time, name of the program airing, number of airings and charges per spot, and approved by the project manager.

1.060 Proposal Pricing

1.061 Proposal Pricing

Contractor's price proposal reflects the actual cost of advertising – there will be no administrative fees or add on costs for advertising. The contract will be for reimbursement of actual cost incurred and must be supported with invoices from the Media outlets if requested.

The second item in pricing will be an Administrative Fee charged in the form of a percent added to the actual advertising costs.

Pricing proposal is Attachment A.

1.062 Price Term

Prices for advertising will be reimbursement for actual cost incurred for entire length of the contract period as well as any option years. The Contractor must be able to provide upon request documentation reflecting the actual cost of the advertising purchased.

Prices quoted for Administrative Fees are firm for the duration of the initial contract period.

For options years – Administrative Fee changes will be entertained but are subject to the following: Such changes must be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. DNR-Procurement reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). DNR-Procurement also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes must be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period. Requests for price changes must be RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be cancelled. **The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.**

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished 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, prices must not include the Federal Excise Tax.

1.064 Holdback (Deleted-Not Applicable)

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this RFP (Deleted-Not Applicable)

Article 2. Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

The Contract is for a period of three (3) years beginning March 15, 2012 through March 14, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

The Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to 2 additional one (1) year periods.

2.003 Legal Effect

The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until notification and receipt of a Purchase Order. The Purchase Order results from the Contractor's proposal and acceptance of terms.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until a Purchase Order has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order and it is subject to the terms and conditions of this Contract.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility (Deleted-Not Applicable)

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the DNR. Procurement Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Procurement Services **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Administrator within Procurement Services for this Contract is:

Jana Harding-Bishop
Procurement Services
Department of Natural Resources
Mason Bldg, 6th Floor
PO Box 30028
Lansing, MI 48909
Email: hardingj3@michigan.gov
Phone 517.373.1190

2.022 Contract Compliance Inspector (CCI) (Deleted-Not Applicable)

2.023 Project Manager

After DNR-Procurement Services issues the Purchase Order, Procurement Services will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DNR Procurement Services.** The following individual will oversee the project:

Paul Kollmeyer, Prevention Coordinator/Fire Specialist
Department of Natural Resources
8015 Mackinaw Trail, Cadillac, MI 49601
Kollmeyerp@michigan.gov
231-775-9727 X6051
231-775-9671

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Changes or Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

(a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Natural Resources, Procurement Services.

(c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this 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.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

Michigan Department of Natural Resources
Procurement Services
Mason Building, 6th Floor
P.O. Box 30028 (48909)
530 West Allegan Street (48933)
Lansing, MI 48909

Contractor:

Name Yaffe Group
John Cassidy, CFO
Address 26100 American Drive, Suite 401
City/State/Zip Southfield, MI 48034

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Procurement Services retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Procurement Services.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation (Deleted-Not Applicable)

2.035 Future Bidding Preclusion (Deleted-Not Applicable)

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery (Deleted-Not Applicable)

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under this Contract shall list the price for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements.
- (c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Compliance Inspector and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and DNR-Procurement Services. This activity will occur only upon the specific written direction from Procurement Services.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

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

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties

agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person 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 by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties (Deleted-Not Applicable)

2.067 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Natural Resources, Procurement Services has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request.

Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks (Deleted-Not Applicable)

2.092 Security Breach Notification (Deleted-Not Applicable)

2.093 PCI Data Security Requirements (Deleted-Not Applicable)

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither 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 right 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 to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the 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.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained 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.

2.114 Audit Resolution

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

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

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

(b) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the Contract.

2.122 Warranty of Merchantability (Deleted-Not Applicable)

2.123 Warranty of Fitness for a Particular Purpose (Deleted-Not Applicable)

2.124 Warranty of Title (Deleted-Not Applicable)

2.125 Equipment Warranty (Deleted-Not Applicable)

2.126 Equipment to be New (Deleted-Not Applicable)

2.127 Prohibited Products (Deleted-Not Applicable)

2.128 Consequences For Breach (Deleted-Not Applicable)

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage's provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

\$1,000,000 General Aggregate Limit other than Products/Completed Operations
\$1,000,000 Products/Completed Operations Aggregate Limit
\$300,000 Personal & Advertising Injury Limit
\$300,000 Each Occurrence Limit

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.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

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 also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$300,000 each accident
\$300,000 each employee by disease
\$500,000 aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section.

Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DNR-Procurement Services, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to DNR-Procurement Services. The notice must include the Contract or Purchase Order number affected. 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. 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 Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written 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 the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State 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 or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification (Deleted-Not Applicable)

2.143 Employee Indemnification (Deleted-Not Applicable)

2.144 Patent/Copyright Infringement Indemnification (Deleted-Not Applicable)

2.145 Continuation of Indemnification Obligations (DELETED-NOT APPLICABLE)

2.146 Indemnification Procedures (Deleted-Not Applicable)

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the 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.

2.152 Termination for Cause

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

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract 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 Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and 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 under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, 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, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

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

2.156 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 only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the

Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

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

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State.

2.172 Contractor Personnel Transition (Deleted-Not Applicable)

2.173 Contractor Information Transition (Deleted-Not Applicable)

2.174 Contractor Software Transition (Deleted-Not Applicable)

2.175 Transition Payments (Deleted-Not Applicable)

2.176 State Transition Responsibilities (Deleted-Not Applicable)

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State

must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the DNR-Procurement Services Buyer or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, DNR-Procurement Services Buyer or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, 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, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot 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.

2.202 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 Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 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>.

2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a

conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be 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 any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 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 attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly

filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, 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 Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

- (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
- (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DNR-Procurement Services.
- (2) Contractor must also notify DNR-Procurement Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DNR-Procurement Services within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure (Deleted-Not Applicable)

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if 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 deliver the services under this Contract.

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

2.240 Performance

2.241 Time of Performance

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize

the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) 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 notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs) (Deleted-Not Applicable)

2.243 Liquidated Damages (Deleted-Not Applicable)

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other 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 its 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 above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and 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.

2.250 Approval of Deliverables (Section Deleted-Not Applicable)

2.251 Delivery Responsibilities

2.252 Delivery of Deliverables

- 2.253 Testing
- 2.254 Approval of Deliverables, In General
- 2.255 Process For Approval of Written Deliverables
- 2.256 Process for Approval of Services
- 2.257 Process for Approval of Physical Deliverables
- 2.258 Final Acceptance

2.260 Ownership

2.261 Ownership of Work Product by State

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

2.262 Vesting of Rights (Deleted-Not Applicable)

2.263 Rights in Data (Deleted-Not Applicable)

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards (Section Deleted-Not Applicable)

2.271 Existing Technology Standards

2.272 Acceptable Use Policy

2.273 Systems Changes

2.280 Extended Purchasing (Section Deleted-Not Applicable)

2.281 MIDEAL

2.282 State Employee Purchases

2.290 Environmental Provision (Section Deleted-Not Applicable)

2.291 Environmental Provision

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, or Indentured Servitude Made Materials (Deleted-Not Applicable)

2.321 Knowledge of Child Labor for Listed End Products (Deleted-Not Applicable)

Contractor Response:

Yaffe has reviewed the above requirements and agrees to the TERMS AND CONDITIONS.



Attachment A. Price Proposal

Pricing proposed will be for the 2012 fire season. The contract will be based on three years at this rate, however time slots and outlets will be determined in March of each year, Funding will determine the amount and type of advertising in a given year. Advertising will be reimbursed at actual cost with the Administrative Fee % mark up as an additional line item.

Advertisement time slots are to be purchased from media outlets that fall within the time frame of April 1 - September 30, 2012 and meet the geographic and demographic requirements of placement in Northern Lower Peninsula and Upper Peninsula of Michigan markets, targeting male viewers/listeners under the age of 45. The contractor will be required to deliver a minimum of 30 second prevention spots as follows:

- 100 over the airwaves broadcast television video spots April 1st through May 10th
- 1,200 radio audio spots. April 1st through September 1st.
- 1,000 cable television spots delivered between April 1st through May 10th

Due to the public service nature of this advertising campaign, The Contractaor should make efforts to receive public service announcement airing credits from the media outlets in order to increase additional airings.

Advertising will be priced for actual cost incurred by the Contractor and reimbursed in that manner. There will be no additional fees added to these costs. The Contractor must provide documentation for actual cost of advertising if requested.

MEDIA	TOTAL NUMBER PAID SPOTS	ESTIMATED NUMBER OF PSA's	GRAND TOTAL NUMBER OF SPOTS	TOTAL COST
April 1-May 10 Fire Preventino				
Television	100	33	133	\$18,185
Cable	1000	1000	2000	\$1,690
Radio	308	154	462	\$7,216
May 11-September 1 Fire Prevention				
Radio	892	446	1338	\$20,923
PSAs on non-purchased radio stations		1380	1380	
	2300	3013	5313	
MEDIA TOTAL				\$48,014
LESS 15% COMMISSION				\$7,202
NET MEDIA				\$40,812
TV DUBS				\$160
TOTAL EXPENDITURES:				\$40,972

100 PAID BROADCAST TELEVISION VIDEO SPOTS AND AN ESTIMATED 33 NO CHARGE PSA SPOTS									
TOTAL COST: \$18,185									
Television spots to air Wednesday through Friday only to maximize frequency of messaging									
Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Spot Rate	Total Price
Alpena	WBKB CBS	April 1-May 10, 2012	17	W-F 630a-9a	CBS MbrN News	9	3	\$35	\$315
		April 1-May 10, 2012	17	W-F 6p-630p	Early News	8	3	\$175	\$1,400
		April 1-May 10, 2012	17	W-F 11p-1130p	Late Nerws	8	3	\$125	\$1,000
		April 1-May 10, 2012	17	W-F 1130p-1230a	Letterman	8	3	\$65	\$520
Saginaw-Bay City-Midland	WNEM CBS	April 1-May 10, 2015	17	W-F 630a-9a	CBS MbrN News	9	3	\$150	\$1,350
		April 1-May 10, 2016	17	W-F 6p-630p	Early News	8	3	\$400	\$3,200
		April 1-May 10, 2017	17	W-F 11p-1130p	Late Nerws	8	3	\$300	\$2,400
		April 1-May 10, 2018	17	W-F 1130p-1230a	Letterman	8	3	\$150	\$1,200
Traverse City-Cadillac	WWTV CBS	April 1-May 10, 2021	17	W-F 630a-9a	Mbrn News	10	3	\$200	\$2,000
		April 1-May 10, 2022	17	W-F 6p-630p	Early News	8	3	\$250	\$2,000
	WPBN NBC	April 1-May 10, 2023	17	W-F 11p-1130p	Late Nerws	8	3	\$300	\$2,400
		April 1-May 10, 2024	17	W-F 1130p-1230a	Late Fringe	8	3	\$50	\$400
Totals						100	33	\$208	\$18,185

1000 PAID CABLE TELEVISION VIDEO SPOTS

1000 NO CHARGE PSA SPOTS

TOTAL COST: \$1,690

CATV spots to air Wednesday through Friday only to maximize frequency of messaging. Cable Networks with the large viewership among men are used for the CATV portion of the DNR 2012 Burn Permit buy

Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Spot Rate	Total Price
Markets: Marquette, Escanaba, Iron Mountain, Houghton, Ironwood, Sault Ste Marie, Alpena, Oscoda, Petoskey, Traverse City West Branch, Cadillac, Big Rapids, Bay City, M Pleasant, Oscoda - depending on fire conditions, Muskegeon may be added to this market list	ESPN	April 1-May 10, 2013	17	W-F 6A-12A	Various	112	112	1.69	\$189
	TNT	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	Comedy Central	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	History Channel	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	TBS	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	USA	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	FX	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	MTV	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	Discovery Channel	April 1-May 10, 2014	17	W-F 6A-12A	Various	111	111	1.69	\$188
Totals						1000	1000	1.69	\$1,690

**1,200 PAID RADIO AUDIO SPOTS &
600 NO CHARGE PSA SPOTS
TOTAL COST: \$28,139.50**

Campfire & Burn Permit Fire Prevention radio support will begin airing Thursday during afternoon drive and continue to noon on Saturday weeks of: 4/1, 4/8, 4/15, 4/22, 4/29, 5/6, 5/13 & 5/27

Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Total Number of Paid and PSA Spots	Spot Rate	Total Price
Alpena	WATZ FM	weeks of 4/1, 4/8, 4/15, 4/22, 4/29, 5/6 5/13 & 5/27	32	6A-7P	Country/99.3	52	26	78	\$25.00	\$1,302.50
Tawas City	WKJZ-FM		32	6A-7P	Cl. Rock/94.9	52	26	78	\$31.00	\$1,615.10
Saginaw	WCEN FM		32	6A-7P	Country/94.5	52	26	78	\$37.00	\$1,927.70
Kalkaska	WKLT FM		32	6A-7P	Rock/97.5	52	26	78	\$53.00	\$2,761.30
Traverse City	WTCM FM		32	6A-7P	Country/103.5	52	26	78	\$34.00	\$1,771.40
Pet/Charle	WKHQ-FM		32	6A-7P	CHR/105.9	52	26	78	\$27.00	\$1,406.70
Sault Ste. Marie	WMKD-FM		32	6A-7P	Country/105.5	52	26	78	\$19.50	\$1,015.95
Sault Ste. Marie	WSUE-FM		32	6A-7P	Rock/101.3	52	26	78	\$19.50	\$1,015.95
Iron Mountain	WIMK-FM		32	6A-7P	Rock/93.1	52	26	78	\$19.50	\$1,015.95
Marquette	WUPK-FM		32	6A-7P	Rock/94.1	52	26	78	\$19.50	\$1,015.95
Marquette	WJPD-FM		32	6A-7P	Country/92.3	52	26	78	\$10.00	\$521.00
Houghton	WOLV-FM		32	6A-7P	Cl. Hits/97.7	52	26	78	\$11.00	\$573.10
Mackinaw City	WLJZ-FM		32	6A-7P	AC/94.5	52	26	78	\$11.00	\$573.10
Boyne City	WBCM-FM		32	6A-7P	Country/93.5	53	26	79	\$11.00	\$578.60
Totals						730	365	1095		\$17,094.30

Campfire, Fireworks & Burn Permit Fire Prevention radio support will begin airing Friday during afternoon drive and continue to noon on Sunday weeks of: 6/3, 6/10, 6/17, 7/15, 7/8, 7/22, 7/29, 8/5, 8/12, 8/19, 9/1, 9/9, 9/15 & 9/22

Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Total Number of Paid and PSA Spots	Spot Rate	Total Price
Alpena	WATZ FM	weeks of 6/3, 6/10, 6/17, 7/15, 7/8, 7/22, 7/29, 8/5, 8/12, 8/19, 9/1, 9/9, 9/15 & 9/22	42	6A-7P	Country/99.3	15	8	23	\$25.00	\$375.00
Tawas City	WKJZ-FM		42	6A-7P	Cl. Rock/94.9	15	8	23	\$31.00	\$465.00
Saginaw	WCEN FM		42	6A-7P	Country/94.5	15	8	23	\$37.00	\$555.00
Kalkaska	WKLT FM		42	6A-7P	Rock/97.5	15	8	23	\$53.00	\$795.00
Traverse City	WTCM FM		42	6A-7P	Country/103.5	15	8	23	\$34.00	\$510.00
Pet/Charle	WKHQ-FM		42	6A-7P	CHR/105.9	15	8	23	\$27.00	\$405.00
Sault Ste. Marie	WMKD-FM		42	6A-7P	Country/105.5	15	8	23	\$19.50	\$292.50
Sault Ste. Marie	WSUE-FM		42	6A-7P	Rock/101.3	15	8	23	\$19.50	\$292.50
Iron Mountain	WIMK-FM		42	6A-7P	Rock/93.1	15	8	23	\$19.50	\$292.50
Marquette	WUPK-FM		42	6A-7P	Rock/94.1	15	8	23	\$19.50	\$292.50
Marquette	WJPD-FM		42	6A-7P	Country/92.3	15	8	23	\$10.00	\$150.00
Houghton	WOLV-FM		42	6A-7P	Cl. Hits/97.7	15	8	23	\$11.00	\$165.00
Mackinaw City	WLJZ-FM		42	6A-7P	AC/94.5	15	8	23	\$11.00	\$165.00
Boyne City	WBCM-FM		42	6A-7P	Country/93.5	15	8	23	\$11.00	\$165.00
Totals						210	105	315		\$4,920.00

Memorial Day & Labor Day radio support will air Friday afternoon through Monday early afternoon the week of 5/20 (5/25-28) & 8/26 (8/31-9/3)

Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Total Number of Paid and PSA Spots	Spot Rate	Total Price
Alpena	WATZ FM	weeks of: 5/20 & 8/26	8	6A-7P	Country/99.3	10	5	15	\$25.00	\$250.00
Tawas City	WKJZ-FM		8	6A-7P	Cl. Rock/94.9	10	5	15	\$31.00	\$310.00
Saginaw	WCEN FM		8	6A-7P	Country/94.5	10	5	15	\$37.00	\$370.00
Kalkaska	WKLT FM		8	6A-7P	Rock/97.5	10	5	15	\$53.00	\$530.00
Traverse City	WTCM FM		8	6A-7P	Country/103.5	10	5	15	\$34.00	\$340.00
Pet/Charle	WKHQ-FM		8	6A-7P	CHR/105.9	10	5	15	\$27.00	\$270.00
Sault Ste. Marie	WMKD-FM		8	6A-7P	Country/105.5	10	5	15	\$19.50	\$195.00
Sault Ste. Marie	WSUE-FM		8	6A-7P	Rock/101.3	10	5	15	\$19.50	\$195.00
Iron Mountain	WIMK-FM		8	6A-7P	Rock/93.1	10	5	15	\$19.50	\$195.00
Marquette	WUPK-FM		8	6A-7P	Rock/94.1	10	5	15	\$19.50	\$195.00
Marquette	WJPD-FM		8	6A-7P	Country/92.3	10	5	15	\$10.00	\$100.00
Houghton	WOLV-FM		8	6A-7P	Cl. Hits/97.7	10	5	15	\$11.00	\$110.00
Mackinaw City	WLJZ-FM		8	6A-7P	AC/94.5	10	5	15	\$11.00	\$110.00
Boyer City	WBCM-FM		8	6A-7P	Country/93.5	10	5	15	\$11.00	\$110.00
Totals:						140	70	210		\$3,280.00

Fourth of July radio support will air Friday during afternoon drive and continue through early afternoon on Sunday the weeks of: 6/29-7/8 at least 30% of spots should run on July 3 & 4)

Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Total Number of Paid and PSA Spots	Spot Rate	Total Price
Alpena	WATZ FM	6/29-7/8	10	6A-7P	Country/99.3	9	4	13	\$25.00	\$214.25
Tawas City	WKJZ-FM		10	6A-7P	Cl. Rock/94.9	9	4	13	\$31.00	\$265.67
Saginaw	WCEN FM		10	6A-7P	Country/94.5	9	4	13	\$37.00	\$317.09
Kalkaska	WKLT FM		10	6A-7P	Rock/97.5	9	4	13	\$53.00	\$454.21
Traverse City	WTCM FM		10	6A-7P	Country/103.5	9	4	13	\$34.00	\$291.38
Pet/Charle	WKHQ-FM		10	6A-7P	CHR/105.9	9	4	13	\$27.00	\$231.39
Sault Ste. Marie	WMKD-FM		10	6A-7P	Country/105.5	9	4	13	\$19.50	\$167.12
Sault Ste. Marie	WSUE-FM		10	6A-7P	Rock/101.3	9	4	13	\$19.50	\$167.12
Iron Mountain	WIMK-FM		10	6A-7P	Rock/93.1	9	4	13	\$19.50	\$167.12
Marquette	WUPK-FM		10	6A-7P	Rock/94.1	9	4	13	\$19.50	\$167.12
Marquette	WJPD-FM		10	6A-7P	Country/92.3	9	4	13	\$10.00	\$85.70
Houghton	WOLV-FM		10	6A-7P	Cl. Hits/97.7	9	4	13	\$11.00	\$94.27
Mackinaw City	WLJZ-FM		10	6A-7P	AC/94.5	9	4	13	\$11.00	\$94.27
Traverse City-Cadillac	WBCM-FM		10	6A-7P	Country/93.5	9	4	13	\$11.00	\$94.27
Totals:						120	60	180		\$2,810.96

Based on our media relationships developed over the last two years of DNR campaign negotiation and placement, the Yaffe Media Team has managed to pre-negotiate added value on stations that will NOT be purchased on the 2012 media buy. They are sister stations to the Sovereign Communications stations being utilized in this year's plan and have agreed to run 2-3 PSAs per day for the length of the 2012 plan. This is above and beyond the added value PSAs and interviews that will be negotiated as part of the paid advertising schedule

PSA SUPPORT YAFFE GROUP HAS SECURED FOR THE DNR 2012 FIRE PREVENTION CAMPAIGN ON STATIONS NOT PURCHASED										
Market Coverage Area	Network/ Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Total Number of Paid and PSA Spots	Spot Rate	Total Price
Newberry	WNBY-FM	April 1- September 30, 2012	69	6a-12m	Oldies/93.9	0	138	138	0	0
Iron Mountain	WZNL-FM		69	6a-12m	Hot AC/94.3	0	138	138	0	0
Marquette	WNGE-FM		69	6a-12m	Oldies/99.5	0	138	138	0	0
Sault Ste. Marie	WYSS-FM		69	6a-12m	Cont. Hits/99.5	0	138	138	0	0
Sault Ste. Marie	WSOO-AM		69	6a-12m	Full Service/1230	0	138	138	0	0
Ishpeming	WIAN-AM		69	6a-12m	News/Talk/1240	0	138	138	0	0
Marquette	WDMJ-AM		69	6a-12m	News/Talk/1320	0	138	138	0	0
Sault Ste. Marie	WKNW-AM		69	6a-12m	News/Talk/1400	0	138	138	0	0
Iron Mountain	WMIQ-AM		69	6a-12m	Talk/1450	0	138	138	0	0
Newberry	WNBY-AM		69	6a-12m	Classic Country/1450	0	138	138	0	0
Totals:						0	1380	1380		\$0.00

All bid respondents to this RFP should be able to deliver at least 533 no charge PSA announcements. In addition to the expected 533 PSA's we have confirmed commitments of 1380 PSA's on broadcast outlets that are not even on the proposed buy. Also, we will secure interviews for Paul Kollmeyer on radio again this year to help get this important message out.

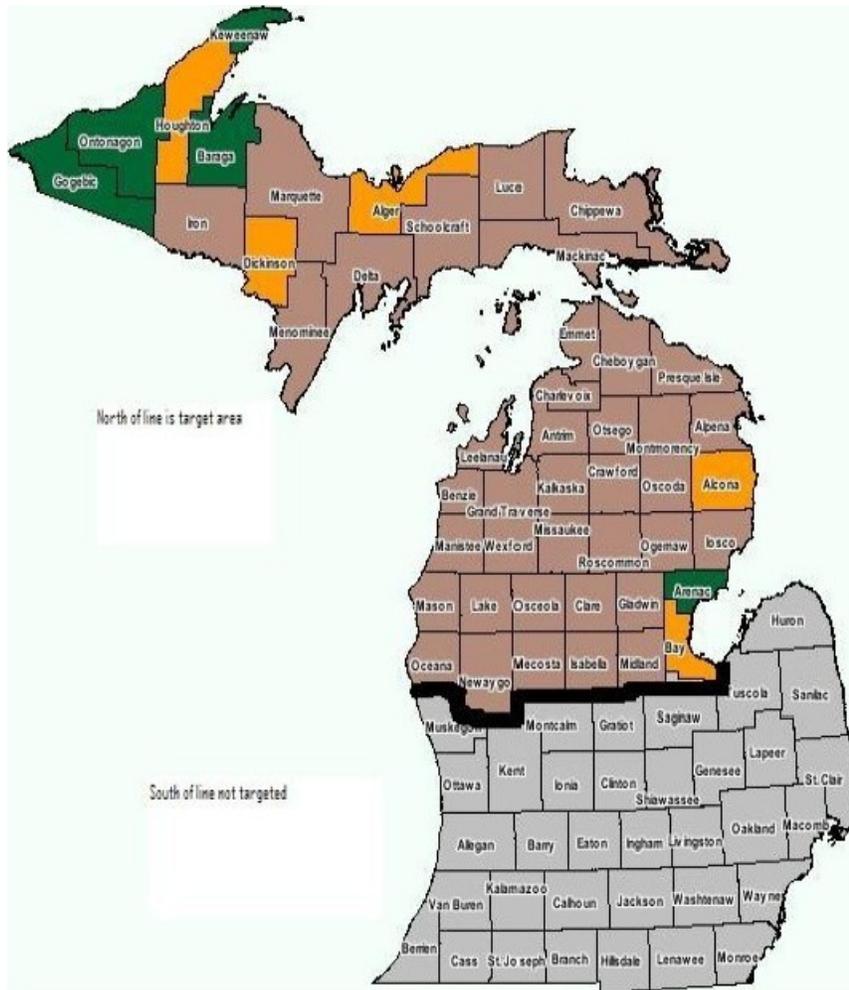
To summarize, the DNR has asked for a delivery of 100 TV Spots, 1000 Cable Spots and 1200 radio spots for the expenditure of \$40,972. The Yaffe Group will be able to deliver an estimated 133 TV spots, 2000 Cable spots, and 3180 Radio spots. That's an average of \$7.68 per spot excluding dubs and fee.

The Administrative fee is a fixed percent for the initial three (3) year term of the contract and subject to change only as stated in section 1.062

Administrative Fee 17.65 %

Attachment B-M@Q

The color of the county is of no significance North of the bold line marks the media target area.





Michigan Department of Natural Resources – Procurement Services
 P.O. Box 30028, Lansing, MI 48909
 OR
 525 W. Allegan, Lansing, MI 48933

CHANGE NOTICE NO. 03 TO CONTRACT NO.751B2200053
Between STATE OF
MICHIGAN and

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor The Yaffe Group 26100 American Drive, Suite 401 Southfield, MI 48034	Primary Contact Michael Morin	
	Email michaelm@yaffe.com	
	Telephone (248) 262-9630	Contractor #, Mail Code *****5156/002

State Contact	Agenc	Name	Telephone	Email
Contract Compliance Inspector	DNR	Deb Stolecki	(517)284-5905	stoleckid@michigan.gov
Buyer	DNR	Jana Harding-Bishop	(517)284-5938	hardingj3@michigan.gov

Initial Contract Summary

Description (Provide a basic but comprehensive description of services) Media Purchasing Contract for Fire Prevention			
Effective Date 3/15/2012	Initial Expiration Date 3/14/2015	Initial Available Options 2 - 1 year options	Current Expiration Date 3/14/2015
Payment Terms Net 45	F.O.B. N/A	Shipped N/A	Shipped From N/A
Minimum Delivery Requirements N/A		Alternate Payment Options P-Card Direct Voucher (DV)	Available to MiDeal Participants Yes No

Description of Change Notice

Option Exercised: Yes No If Yes, New
 Expiration Date: _____

Provide the detail of the Change Notice
 Change DNR address from 530 W Allegan to 525 W Allegan St
 Change DNR Buyer and Contract Compliance Inspectors phone number
 Increase contract value from \$332,318.00 to \$367,318.00
 Add FY 2014 Media plan

Value/Cost of Change Notice \$35,000.00	Estimated Revised Aggregate Contract Value \$367,318.00
---	---

FOR THE CONTRACTOR:

The Yaffe Group

On-file in DNR Procurement

Authorized Agent Signature

Michael Morin

Authorized Agent (Print or Type)

4/7/14

Date

FOR THE STATE:

Department of Natural Resources

On-file in DNR Procurement

Authorized Buyer Signature

Sharon Maynard

Authorized Buyer (Print or Type)

4/7/14

Date

Michigan DNR

2014 Fire Prevention Campaign

Media Plan and Budget

Presented to:

MDNR – Forest Resources Division

Beth Clute, Promotional Agent

Paul Kollmeyer, Resource Protection & Cooperatives Programs Section Manager

The logo for 'the Yaffe group' features the word 'the' in a lowercase, light blue, sans-serif font. 'Yaffe' is in a bold, dark blue, sans-serif font. 'group' is in a lowercase, light blue, sans-serif font. A thin blue horizontal line is positioned below the text.

Revised: 28 March 2014



Plan Objectives:

- Provide a media plan and budget allocation for the \$105,000 Gross budget earmarked to support the 2014 MDNR Fire Prevention campaign
- Present a media schedule which incorporates requested placement by DNR:
 - Broadcast TV and Cable TV (CATV) schedules starting Week 4/14/14 through Week 5/12/14 in Alpena, Marquette and Traverse City DMA;
 - Spot Radio schedules to support *Spring Burn Permits; Holiday Fireworks and Fire Prevention Awareness* and *General Awareness on Fireworks and Fire Prevention* to be launched on these flight dates, based on anticipation of delayed fire/burn season in the following markets:
 - Week of 4/14 start: Bay City and Midland
 - Week of 4/21 start: Alpena and Traverse City
 - Week of 4/28 start: Marquette and Northern Michigan
 - Digital advertising schedule delivering display banner ads and pre-roll videos for the duration of the campaign, Week of 4/14 through 8/31/14 in all markets: Alpena, Marquette, Traverse City, Cadillac, Bay City, Midland, Lansing, Grand Rapids and Muskegon

Michigan DNR Fire Prevention



Proposed Media Plan and Budget Allocation :

The chart below illustrates how the \$105,000 Gross budget will be allocated, as well as information pertaining to the type of media to be used, the advertising campaign, spot lengths, market coverage, and the flight dates are listed.

MEDIA	CAMPAIGN	DMA/Markets	SPOT LENGTH	FLIGHT DATES
Broadcast TV	2014 MDNR Spring Burn Permits and Fire Prevention Awareness	Alpena Marquette Traverse City-Cadillac	:30-second spot	4/14/14 - 5/18/14
Cable TV	2014 MDNR Spring Burn Permits and Fire Prevention Awareness	Alpena Marquette Traverse City-Cadillac	:30-second spot	4/14/14 - 5/18/14
Spot Radio	2014 MDNR Spring Burn Permits	Bay City/Midland Muskegon Alpena Traverse City-Cadillac Marquette	:30-second spot	4/14/14 - 5/18/14 4/14/14 - 5/18/14 4/21/14 - 5/18/14 4/21/14 - 5/18/14 4/28/14 - 5/18/14

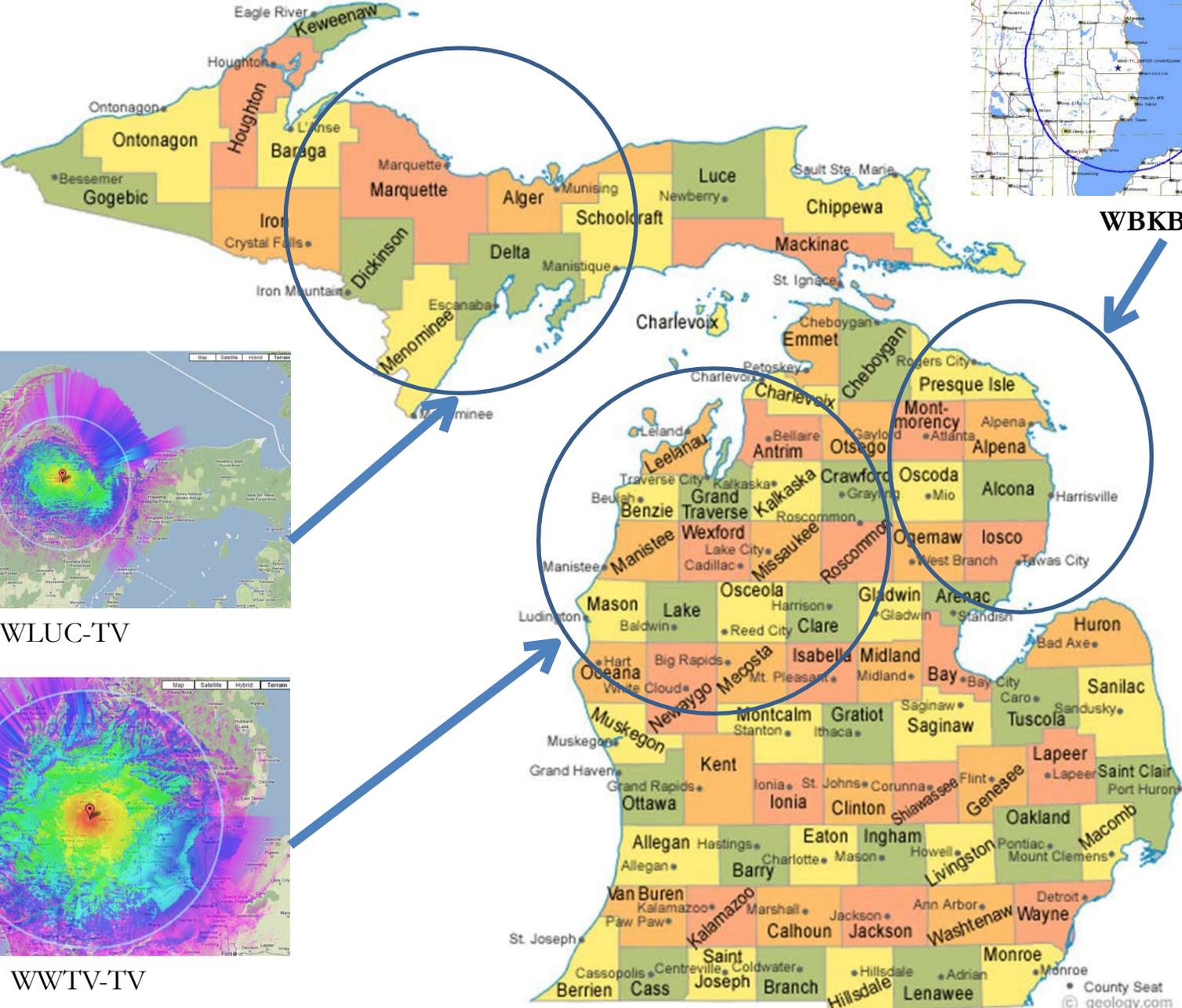
Michigan DNR Fire Prevention



Proposed Media Plan and Budget Allocation (Con't):

MEDIA	CAMPAIGN	DMA/Markets	SPOT LENGTH	FLIGHT DATES
Spot Radio	2014 MDNR Holiday Fireworks and Fire Prevention Awareness	Alpena Bay City/Midland Traverse City-Cadillac Lansing Marquette Muskegon Grand Rapids	:30-second spot	Memorial Day (Mon, 5/26/14): Weeks 5/19, 5/26 & 6/2/14 4th of July (Fri, 7/4/14): Weeks 6/23, 6/30 & 7/7 Labor Day (Mon, 9/1/14): Weeks 8/25 & 9/1
Spot Radio	2014 MDNR General Awareness on Fireworks and Fire Prevention	Alpena Bay City/Midland Traverse City-Cadillac Marquette Upper Peninsula/ Northern Michigan	:30-second spot	JUNE: Week of 6/2, 6/9 & 6/16 JULY: Week of 7/14, 7/21 & 7/28 AUGUST: Week of 8/4, 8/11 & 8/18
Digital	2014 MDNR Spring Burn Permits 2014 MDNR Holiday Fireworks and Fire Prevention Awareness 2014 MDNR General Awareness on Fireworks and Fire Prevention	Alpena Bay City/Midland Traverse City-Cadillac Lansing Marquette Muskegon Grand Rapids	Display banner ads: 300x250, 728 x90, 160x600 :30-second pre-roll video	4/14/14 - 8/31/14

Broadcast TV 2014 Coverage maps



WBKB-TV

WLUC-TV

WWTV-TV

• County Seat
© geology.com

Michigan DNR Fire Prevention



Broadcast TV 2014 proposed schedule:

The broadcast TV schedule will cover all markets – Alpena, Marquette and Traverse City; for a duration of 5 weeks using the top station(s) in each market with spots airing in programming such as News, Sports and Prime programming, that measures high against the campaign target of M35+.

2014 MDNR Spring Burn Permits & Fire Prevention Awareness							
TV Flight Weeks: 4/14 - 5/18/14							
Market	Station	Affiliate	Programming	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	WBKB-TV	CBS	CBS Early Morning News	14	36	72	\$ 2,995.00
			Channel 11 Local News @ 6P	6			
			Channel 11 Local News @ 11P	8			
			Weekend Sports & Primetime programming	8			
Marquette	WLUC-TV	NBC	TV6 Local News @ 6P	9	9	28	\$ 4,150.00
			TV6 Local News @ 7P	9			
			Weekend Sports programming: Kentucky Derby	1			
	ELUC-TV	FOX	Weekend Sports programming: Sprint Cup	5	4	37	\$ 325.00
Traverse City	WWTW-TV	CBS	CBS Early Morning News	9	20	54	\$ 5,175.00
			Local News @ 12Noon	9			
			Local News @ 5A and 530A	10			
			Weekend Primetime programming	6			
		WFQX-TV	FOX	Local Morning News @ 7A	12	8	24	$ 860.00
			Local Sunday Morning News	4			
Totals				110	77	215	\$ 13,505.00

Michigan DNR Fire Prevention



Cable TV (CATV) 2014 proposed schedule:

CATV schedule will support the broadcast TV with enhanced buys on top cable networks that index high against the campaign target demo of M35+.

2014 MDNR Spring Burn Permits & Fire Prevention Awareness

CATV Flight Weeks: 4/14 - 5/18/14

Market	Cable System	Networks	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	1358 CHARTER - Alpena, MI	ESPN, History, FX, Spike TV, Comedy Central, Discovery, SyFy, TBS, A & E	580	440	1020	\$ 1,000.00
Marquette	0846 CHARTER - Escanaba, MI	ESPN, ESPN2, NBC Sports, History, FX, Spike TV, Discovery, SyFy, TBS, The Weather Channel, A & E	639	495	1134	\$ 1,103.00
	2508 CHARTER - Houghton, MI	ESPN, NBC Sports, History, FX, Spike TV, Discovery, SyFy, TBS, Tru-TV, The Weather Channel, A & E	601	480	1081	\$ 902.00
	1709 CHARTER - Iron Mountain, MI	ESPN, ESPN 2, NBC Sports, History, FX, Spike TV, Discovery, SyFy, TBS, The Weather Channel, A & E	612	440	1052	\$ 1,000.00
	0882 CHARTER - Marquette, MI	A & E, Comedy Central, Discovery, FX, History, Spike TV, ESPN, ESPN 2, TBS, The Weather Channel	568	440	1008	\$ 1,088.00
Traverse City - Cadillac	01668 CHARTER - Traverse City Interconnect	A & E, Discovery, FX, History, ESPN, ESPN 2, TBS, The Weather Channel	223	220	443	\$ 3,380.00
Totals			3223	2515	5738	\$ 8,473.00



Spot Radio: Burn Permit campaign:

Radio is a frequency medium and purchasing air time on the market's top radio stations would be the ideal strategy to send the message to our target M35+ audience. The emphasis for the radio buys is to target select radio markets and implement staggered flight start dates based on anticipation of delayed fire and burn season this year. For **Bay City/Midland**, the :30-second radio spots will start airing the **Week of 4/14**; **Alpena and Traverse City** will start airing the **Week of 4/21** and then, for **Marquette/Northern MI** markets, radio spots will start airing the **Week of 4/28 start**.

Media schedules will include bonus PSA spots and on-air interviews with the various stations; and per client request, WYKX-FM in Escanaba will be part of the Marquette MSA and will be included in the buy. Also, the Radio Results Network stations will not be included in any of the radio campaigns.

Michigan DNR Fire Prevention

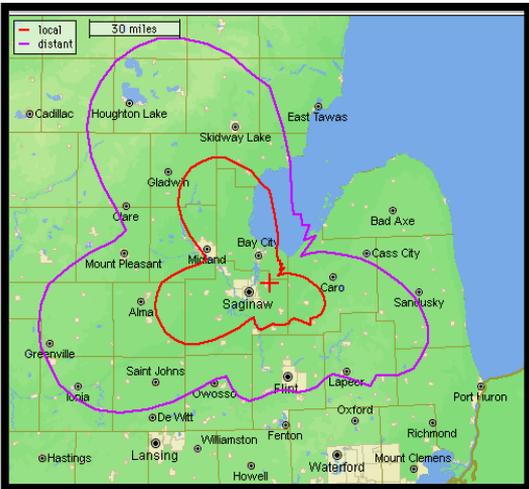


Spot Radio: 2014 Burn Permit campaign

2014 MDNR Spring Burn Permits								
Radio Flight Weeks: 4/14 - 5/18/14								
DMA	Market	Station Call Letters	Frequency	Format	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Bay City	Bay City/Midland	WSGW-AM	790 AM & 100.5	News/Talk	70	30	100	\$ 1,610.00
	Bay City/Midland	WHNN-FM	96.1	Classic Hits	70	30	100	\$ 1,680.00
Alpena	Alpena	WATZ-FM	99.3	Country	100	40	140	\$ 1,000.00
	Alpena	WATZ-AM	1450 AM	News/Talk	100	40	140	\$ 1,000.00
	Hillman	WKJC-FM	104.7	Country	95	40	135	\$ 1,245.00
	Hillman/Alpena	WKJZ-FM	94.9	Oldies	95	40	135	\$ 1,035.00
Traverse City	Traverse City	WTCM-FM	103.5	Country	72	36	108	\$ 1,270.00
	Traverse City	WTCM-AM	580	News/Talk	72	36	108	\$ 1,270.00
	Traverse City	WCCW-FM	107.5	Oldies	72	36	108	\$ 1,270.00
	Kalkaska	WKLT-FM	97.5	Rock	72	36	108	\$ 1,270.00
	Petoskey	WKLZ-FM	98.9	Rock	72	36	108	\$ 1,270.00
Sault Ste. Marie	Gaylord	WMJZ-FM	101.5	Adult Hits	60	30	90	\$ 650.00
	Tuscarora Township	WWSS-FM	95.3	Country	60	30	90	\$ -
	Pickford	WMKD-FM	105.5	Country	72	36	108	\$ 1,270.00
	Sault Ste. Marie	WSUE-FM	101.3	Rock	93	45	138	\$ 1,860.00
Marquette	Marquette	WFXD-FM	103.3	Country	54	27	81	\$ 1,030.00
	Ishpeming	WJPD-FM	92.3	Country	54	27	81	\$ 1,100.00
	Powers	WUPF-FM	107.3	Adult Hits	65	32	97	\$ 660.00
	Gwinn	WUPT-FM	100.3	Classic Hits	65	32	97	\$ 660.00
	Escanaba	WYKX-FM	104.7	Contry	50	25	75	\$ 1,100.00
Totals					1463	684	2147	\$ 22,250.00

Spot Radio: 2014 Burn Permit Campaign Coverage maps

- Bay City/Midland

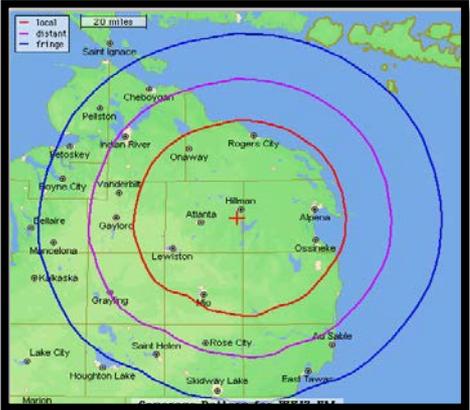


WSGW 790 AM



WHNN-FM 96.1

- Alpena



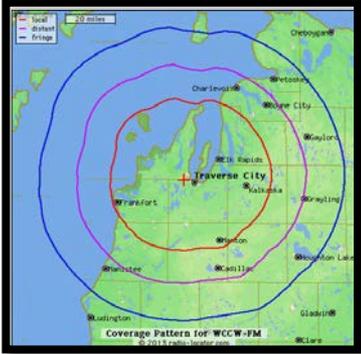
WKJZ-FM

Spot Radio: 2014 Burn Permit Campaign Coverage maps

- Traverse City



WTCM-AM/FM



WCCW-FM



WKLT-FM



WKLZ-FM

- Sault Ste. Marie



WMJZ-FM



WWSS-FM



WMKD-FM



WSUE-FM

Spot Radio: 2014 Burn Permit Campaign Coverage maps

- Marquette



WFXD-FM



WJPD-FM



WUPF-FM



WUPT-FM



WYKX-FM

Michigan DNR Fire Prevention



Spot Radio: 2014 Holiday Fireworks and Fire Prevention Awareness campaign

2014 MDNR Holiday Fireworks and Fire Prevention Awareness

Memorial Day (Mon, 5/26/14):

Weeks 5/19, 5/26 & 6/2/14

4th of July (Fri, 7/4/14):

Weeks 6/23, 6/30 & 7/7

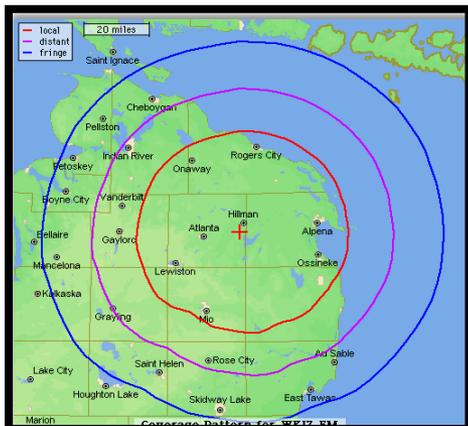
Labor Day (Mon, 9/1/14):

Weeks 8/25 & 9/1

DMA	Market	Station Call Letters	Frequency	Format	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	Hillman/Alpena	WKJZ-FM	94.9	Oldies/Classic Hits	144	72	216	\$ 1,500.00
Grand Rapids	Grand Rapids	WGRD-FM	97.9	Modern Rock	102	51	153	\$ 3,315.00
Lansing	Lansing/East Lansing	WMMQ-FM	94.9	Classic Rock Adult Hits	100	50	150	\$ 2,900.00
		WHZZ-FM	101.7		140	70	210	\$ 2,000.00
Marquette	Marquette	WFXD-FM	103.3	Country	144	72	216	\$ 1,370.00
	Houghton	WHKB-FM	102.3	Country	144	72	216	\$ 870.00
	Escanaba	WYKX-FM	104.7	Contry	80	40	120	\$ 1,760.00
Muskegon	Muskegon	WMUS-FM	107.9	Country	144	72	216	\$ 1,800.00
Saginaw/Bay City	Saginaw	WCEN-FM	94.5	Country	144	72	216	\$ 2,520.00
Traverse City	Traverse City-Petoskey	WBCM-FM	93.5	Country	144	72	216	\$ -
	Traverse City-Petoskey	WTCM-FM	103.5	Country	144	72	216	\$ 2,740.00
Totals					1430	715	2145	\$ 20,775.00

Spot Radio: 2014 Holiday Fireworks and Fire Prevention Awareness Coverage Maps

- Alpena



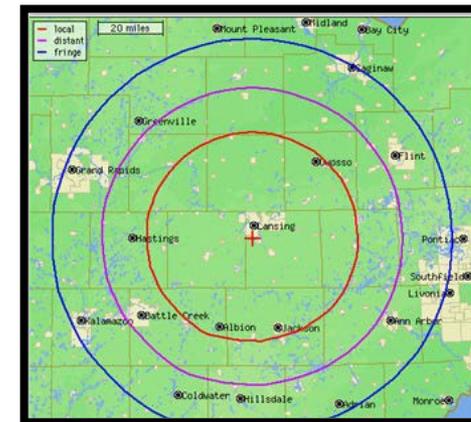
WKJZ-FM

- Grand Rapids



WGRD-FM

- Lansing



WMMQ-FM

- Marquette



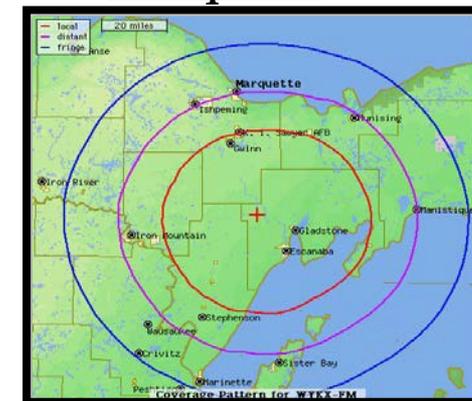
WFXD-FM

- Marquette



WHKB-FM

- Marquette



WYKX-FM

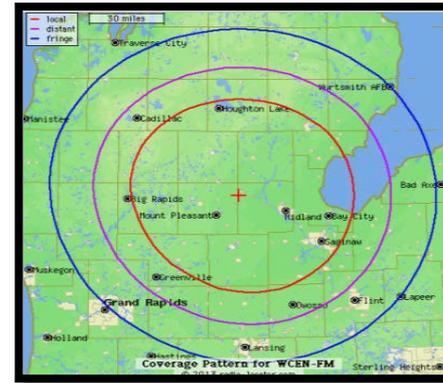
Spot Radio: 2014 Holiday Fireworks and Fire Prevention Awareness Coverage Maps

- Muskegon



WMUS-FM

- Saginaw



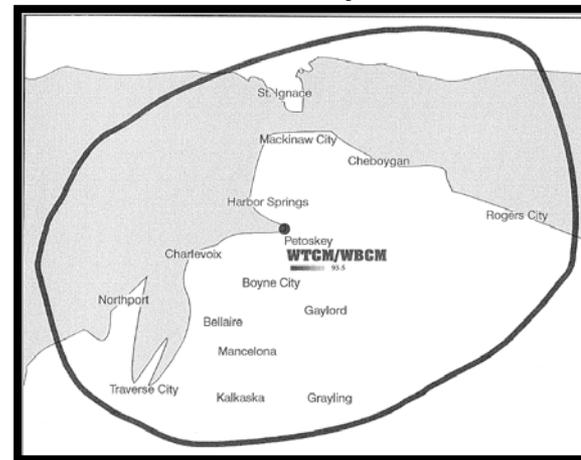
WCEN-FM

- Traverse City



WTCM-AM/FM

- Traverse City



WBCM-FM

Michigan DNR Fire Prevention



Spot Radio: 2014 General Awareness on Fireworks and Fire Prevention

2014 MDNR General Awareness on Fireworks and Fire Prevention

JUNE: Weeks of 6/9 & 6/16

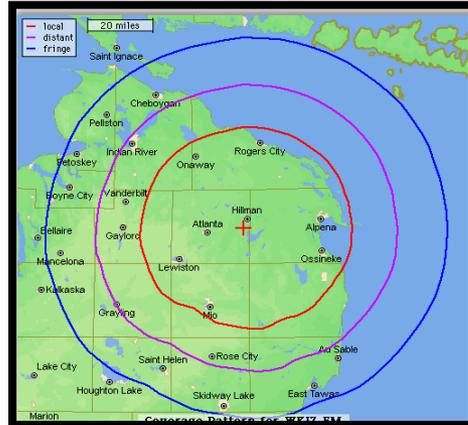
JULY: Weeks of 7/14, 7/21 & 7/28

AUGUST: Weeks of 8/4, 8/11 & 8/18

DMA	Market	Station Call Letters	Frequency	Format	Paid Spots	Bonus PSAs	Total Spots	Total Gross Budget
Alpena	Hillman/Alpena	WKJZ-FM	94.9	Oldies/Classic Hits	100	50	150	\$ 1,000.00
	Saginaw /Bay City							
Saginaw /Bay City	Saginaw /Midland	WKQZ-FM	93.3	Rock	100	50	150	\$ 2,000.00
	Saginaw /Hemlock	WCEN-FM	94.5	Country	100	50	150	\$ 1,800.00
Traverse City	Traverse City-Petoskey	WTCM-FM	103.5	Country	100	50	150	\$ 1,900.00
Sault Ste. Marie	McMillan	WMJT-FM	96.7	Adult Hits	80	40	120	\$ 800.00
	Gaylord	WMJZ-FM	101.5	Adult Hits	80	40	120	\$ 800.00
	Pickford	WMKD-FM	105.5	Country	200	100	300	\$ 2,100.00
	New berry	WNBY-FM	93.9	Oldies/Classic Hits	200	100	300	\$ 2,100.00
	Sault Ste. Marie	WSUE-FM	101.3	Rock	200	100	300	\$ 2,100.00
Marquette	Marquette	WFXD-FM	103.3	Country	140	70	210	\$ 1,330.00
	Iron Mountain	WIMK-FM	93.1	Classic Rock	200	100	300	\$ 2,000.00
	Ishpeming	WJPD-FM	92.3	Country	200	100	300	\$ 2,000.00
	Powers	WUPF-FM	107.3	Adult Hits	200	100	300	\$ 2,000.00
	Republic	WUPG-FM	96.7	Adult Hits	200	100	300	\$ 2,000.00
Totals					2100	1050	3150	\$ 23,930.00

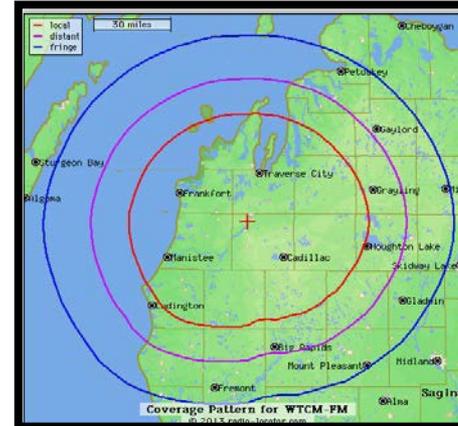
Spot Radio: 2014 General Awareness on Fireworks and Fire Prevention Coverage Maps

- Alpena



WKJZ-FM

- Traverse City



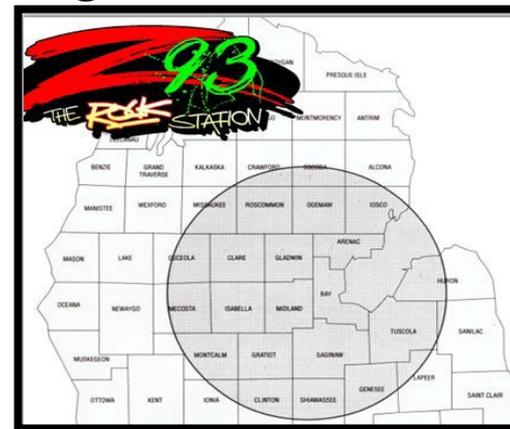
WTCM-AM/FM

- Saginaw



WCEN-FM

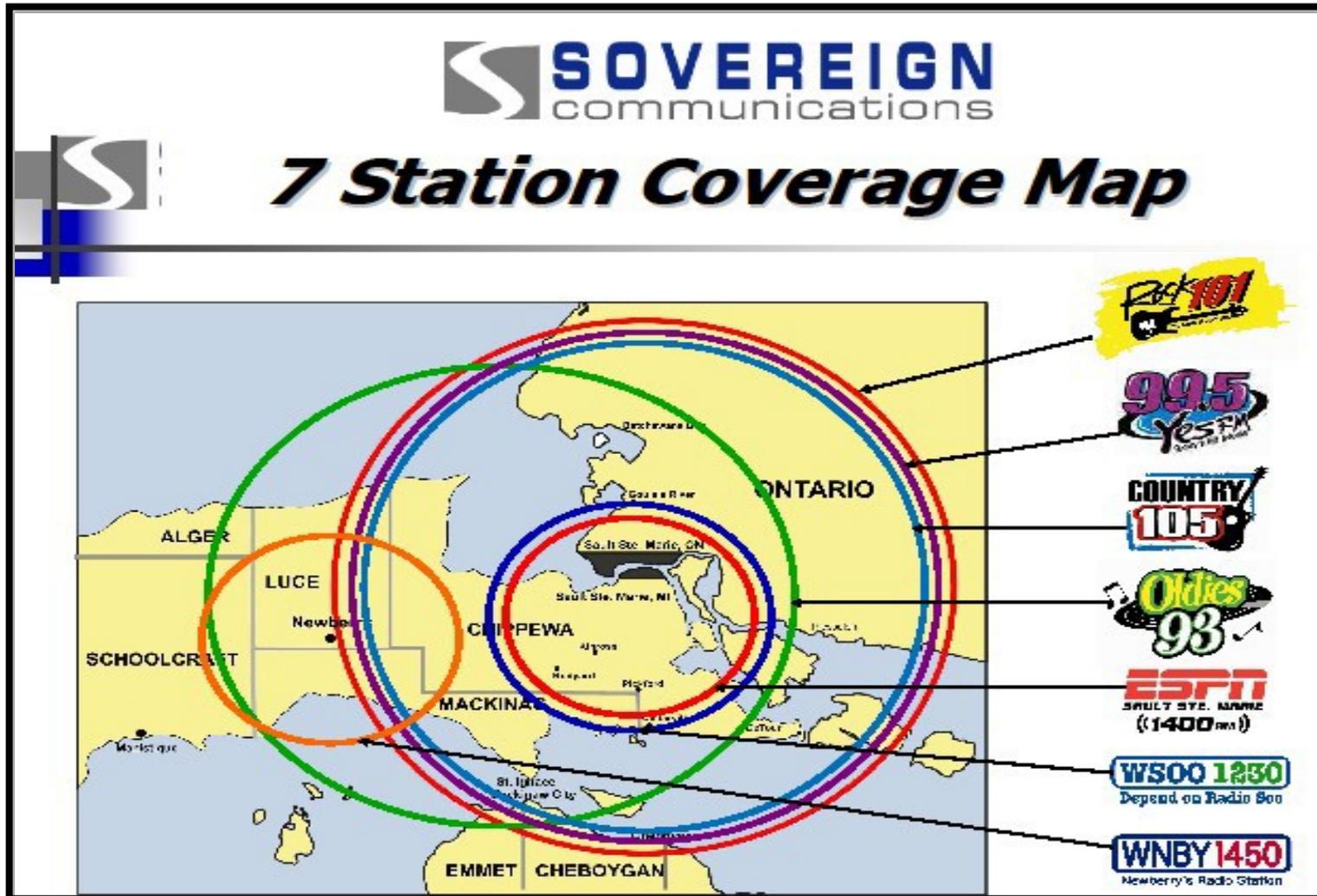
- Saginaw



WKQZ-FM

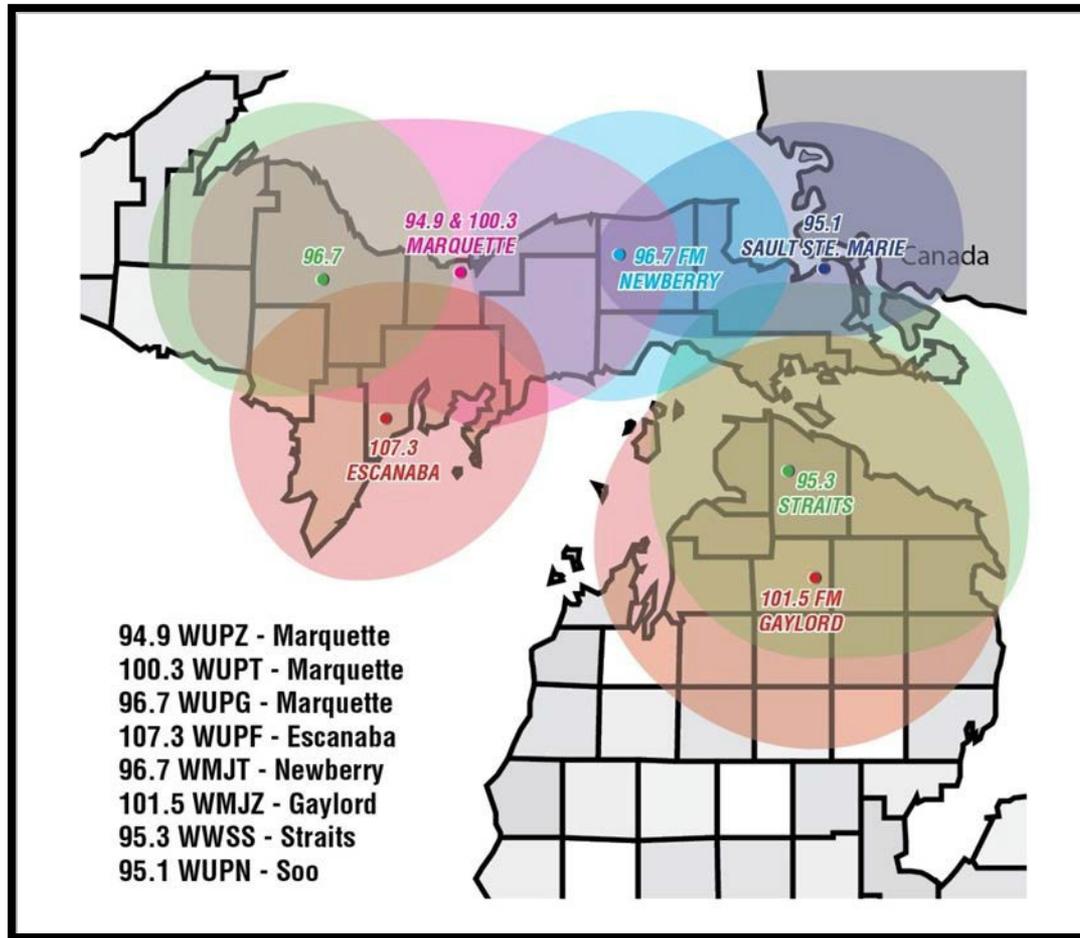
Spot Radio: 2014 General Awareness on Fireworks and Fire Prevention Coverage Maps

- **Sault Ste. Marie:** Coverage maps for WMKD, WNBY and WSUE-FM



Spot Radio: 2014 General Awareness on Fireworks and Fire Prevention Coverage Maps

- **Marquette:** Coverage maps for WUPF and WUPG-FM



Michigan DNR Fire Prevention



Digital Buy: 2014 Fire Prevention Campaign

The digital campaign is a new media component that will be incorporated in the 2014 MDNR Fire Prevention media plan. The digital ad units and pre-roll video will be served geo-targeting the target audience/demo of M35+ in various platforms – desktop or personal computers, mobile cellular or smartphones and tablets (iPad, Kindle, Microsoft notebooks). The allocated budget of \$15,600 Gross will achieve about 1.7M impressions during the 4-month campaign.

The proposed digital schedule will incorporate display banner ads (standard advertising units of 300x250, 728 x90, 160x600 and also pre-roll videos (:30-second audio and video spots) covering all media markets for the duration of the flight, from APRIL (Week of 4/14) through AUGUST (Week of 8/25/14) .

AdTaxi/Digital First Media is contracted by the agency to execute the proposed digital buy, as approved by MDNR. The vendor, AdTaxi/Digital First Media, does not collect and will not store any personally identifiable information from the campaign's target audience of Men 35+ in the select markets in the state of Michigan during the set-up, management and optimization of this advertising campaign.

Upon conclusion of the digital advertising schedule, metrics and post-campaign reports illustrating how the digital schedule and its planned goals delivered in terms of number of clicks, total impressions and click through rates will be presented to MDNR for review and reference.

Michigan DNR Fire Prevention



Digital Buy: Added Value

Inventory in the digital realm is still very much dependent on the rule of supply and demand. In contrast to the rules followed by broadcast TV & Radio where added value is a requirement as part of the negotiations for the digital buy, added value is not available and not always offered as part of an advertising schedule. However, we are pleased to report that we were able to negotiate and present the added value offered to MDNR for the 2014 Fire Prevention digital advertising schedule placed with Digital First Media.

MDNR will be receiving a 4-Color, quarter page (1/4 ad space) of print advertising every week, for the whole duration of the campaign from Week of 4/14 through 8/31/14 in the various newspapers in select markets. MDNR will have additional coverage in extending its Fire Prevention message via print in 11 publications/newspapers in 4 markets: Alpena, Lansing, Traverse City and Flint/Saginaw/Bay City for a duration of 20 weeks.

The next slide shows the list of newspapers where MDNR 4-Color, quarter page print ad will be featured.

Michigan DNR Fire Prevention



Digital Buy: Added Value

Publication	Market
Alpena Star	Alpena
Presque Isle Star	Alpena
Alma Reminder	Flint-Saginaw-Bay City
Morning Sun	Flint-Saginaw-Bay City
Ogemaw/Oscoda Star	Flint-Saginaw-Bay City
Sanilac County News	Flint-Saginaw-Bay City
The Banner	Flint-Saginaw-Bay City
Tri-County Citizen	Flint-Saginaw-Bay City
St. John's Reminder	Lansing
Grand Traverse Insider	Traverse City
Leader and Kalkaskian	Traverse City

Michigan DNR Fire Prevention



Media Plan Budget Summary:

The proposed media plan will provide sufficient coverage to the select markets that MDNR would like to focus on in communicating the 2014 Fire Prevention messaging to its target M35+ audience. The chart below summarizes the media schedule, placements and total expenditure, together with the amount reserved for dubs and the agency mark-up of 17.65%.

2014 DNR MEDIA PLAN - FIRE PREVENTION CAMPAIGN			
April to September 2014			
\$105,000 Gross Budget			
CAMPAIGN & FLIGHT DATES	TOTAL	PAID TOTAL (No. of Spots)	PSAs (No. of Spots)
BROADCAST TV Burn Permit: 4/14/14 - 5/18/14	\$ 13,505.00	110	77
CABLE TV Burn Permit: 4/14/14 - 5/18/14	\$ 8,473.00	3223	2515
RADIO Burn Permit: 4/14/14 - 5/18/14	\$ 22,250.00	1463	684
RADIO Holiday Awareness: 5/19/14 - 9/1/14	\$ 20,775.00	1430	715
RADIO General Awareness: 6/2/14 - 8/24/14	\$ 23,930.00	2100	1050
DIGITAL Budget: 4/14/14 - 8/31/14	\$ 15,600.00		
TOTAL MEDIA BUDGET (Gross)	\$ 104,533.00		
TOTAL MEDIA BUDGET (Net)	\$ 88,853.05		
DUBS	\$ 320.00		
TOTAL MEDIA BUDGET (Net) + DUBS	\$ 89,173.05		
AGENCY COMMISSION	\$ 15,739.04		
CONTRACT GROSS	\$ 104,912.09	8326	5041



Michigan Department of Natural Resources – Procurement Services
 P.O. Box 30028, Lansing, MI 48909
 OR
 530 W. Allegan, Lansing, MI 48933

CHANGE NOTICE NO. 02 TO CONTRACT NO. 751B2200053
Between STATE OF
MICHIGAN and

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor The Yaffee Group 26100 American Drive, Suite 401 Southfield, MI 48034	Primary Contact Michael Morin	
	Email michaelm@yaffee.com	
	Telephone (248) 262-9630	Contractor #, Mail Code *****5156/002

State Contact	Agency	Name	Telephone	Email
Contract Compliance Inspector	DNR	Deb Stolecki	(517) 373-7103	stoleckid@michigan.gov
Buyer	DNR	Jana Harding-Bishop	(517) 373-1190	hardingj3@michigan.gov

Initial Contract Summary

Description (Provide a basic but comprehensive description of services) Media Purchasing Contract for Fire Prevention			
Effective Date 3/15/2012	Initial Expiration Date 3/14/2015	Initial Available Options 2 - 1 year options	Current Expiration Date 3/14/2015
Payment Terms Net 45	F.O.B. N/A	Shipped N/A	Shipped From N/A
Minimum Delivery Requirements N/A		Alternate Payment Options P-Card Direct Voucher (DV)	Available to MiDeal Participants Yes No

Description of Change Notice

Option Exercised: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, New Expiration Date: _____	
Provide the detail of the Change Notice Increase contract value from \$162,318 to \$332,318 to cover the cost of 2013 and 2014 advertising.	
Value/Cost of Change Notice \$170,000.00	Estimated Revised Aggregate Contract Value \$332,318.00

FOR THE CONTRACTOR:

The Yaffee Group

On-file in DNR Procurement

 Authorized Agent Signature
 Michael Morin

 Authorized Agent (Print or Type)
 2/27/13

 Date

FOR THE STATE:

Department of Natural Resources

On-file in DNR Procurement

 Authorized Buyer Signature
 Sharon Maynard

 Authorized Buyer (Print or Type)
 4/3/13

 Date

Michigan DNR Fire Prevention

April 2013

Rev. March 26, 2013

the **Yaffe** group

Michigan DNR Fire Prevention

2013 DNR TV BURN PERMIT TELEVISION					
4/01/13-5/14/13			Total	Paid Total	PSAs
Alpena	PROGRAM		\$13,440	72	36
	WBKB-TV		\$2,970	30	15
	M-F 6:30a-7a	CBS MORNING NEWS	\$480	12	6
	M-F 6p-6:30p	CH. 11 NEWS @ 6P	\$2,160	12	6
	Su 9a-10:30a	CBS SUNDAY MORNING	\$330	6	3
Marquette					
	WLUC-TV		\$4,470	18	9
	M-F 6p-6:30p	TV6 EARLY NEWS	\$4,140	12	6
	Su 6p-6:30p	TOP STORIES OF THE WEEK	\$330	6	3
Traverse City-Cadillac					
	WWTV-TV		\$6,000	24	12
	M-F 6:30a-7a	MICHIGAN THIS MORNING	\$1,500	6	3
	M-F 5:30p-6p	9&10 NEWS 5:30P	\$3,600	12	6
	Su 9a-10:30a	CBS SUNDAY MORNING	\$900	6	3

Michigan DNR Fire Prevention

2013 DNR BURN PERMIT CABLE				
4/1/13-5/14/13		Total	Paid Total	PSAs
Market	System Code	\$8,377	4,841	2,421
Alpena	1358, CHARTER, Alpena, MI	\$952	816	408
Marquette	0846, CHARTER, Escanaba, MI	\$1,103	965	483
Marquette	2508, CHARTER, Houghton, MI	\$902	902	451
Marquette	1709, CHARTER, Iron Mountain, MI	\$952	952	476
Marquette	0882, CHARTER, Marquette, MI	\$1,088	816	408
Traverse City-Cadillac	0166, CHARTER, Traverse City Intercon	\$3,380	390	195

Michigan DNR Fire Prevention

2013 DNR BURN PERMIT RADIO						
4/1/13-5/14/13				Total	Paid Total	PSAs
Market	Station	Freq	Format	\$17,794	1,283	642
Hillman	WKJC-FM	104.7	Country	\$1,242	99	50
Alpena	WATZ-FM	99.3	Country	\$1,080	108	54
Alpena	WATZ-AM	1450	News/Talk	\$1,080	108	54
Marquette	WFXD-FM	103.3	Country	\$1,026	54	27
Ishpeming	WJPD-FM	92.3	Country	\$1,080	54	27
Powers	WUPF-FM	107.3	Adult Hits	\$660	66	33
Gwinn	WUPT-FM	100.3	Classic Hits	\$660	66	33
Traverse City	WTCM-FM	103.5	Country	\$1,267	72	36
Traverse City	WTCM-AM	580	News/Talk	\$1,267	72	36
Traverse City	WCCW-FM	107.5	Oldies	\$1,267	72	36
Kalkaska	WKLT-FM	97.5	Rock	\$1,269	72	36
Petoskey	WKLZ-FM	98.9	Rock	\$1,269	72	36
Boyne City	WBCM-FM	93.5	Country	\$1,267	72	36
Pickford	WMKD-FM	105.5	Country	\$900	83	42
Sault Ste. Marie	WSUE-FM	101.3	Rock	\$1,860	93	47
Gaylord	WMJZ-FM	101.5	Adult Hits	\$600	60	30
Tuscarora Twp.	WWSS-FM	95.3	Country	\$0	60	30

Michigan DNR Fire Prevention

2013 DNR HOLIDAY AWARENESS RADIO					
wo: 5/20, 5/27, 6/24, 7/1, 8/26			Total	Paid Total	PSAs
Station	Frequency	Format	\$18,944	1300	650
WKJZ-FM	94.9	Classic Hits	\$1,520	148	74
WGRD-FM	97.9	Modern Rock	\$4,680	144	72
WITL-FM	100.7	Country	\$3,456	144	72
WFXD-FM	103.3	Country	\$1,368	144	72
WHKB-FM	102.3	Country	\$864	144	72
WMUS-FM	107.9	Country	\$1,800	144	72
WCEN-FM	94.5	Country	\$2,520	144	72
WBCM-FM	93.5	Country	\$0	144	72
WTCM-FM	103.5	Country	\$2,736	144	72

Michigan DNR Fire Prevention

2013 DNR GENERAL AWARENESS RADIO						
WO: 6/3, 6/10, 6/17, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12, 8/19				Total	Paid Total	PSAs
Market	Station	Freq	Format	\$25,565	4,224	2,112
Powers, MI	WUPF-FM	107.3	Adult Hits	\$2,364	240	120
Republic	WUPG-FM	96.7	Adult Hits	\$2,364	240	120
Iron Mountain	WIMK-FM	93.1	Cl. Rock	\$2,400	240	120
Ishpeming	WJPD-FM	92.3	Country	\$2,400	240	120
Pickford	WMKD-FM	105.5	Country	\$2,106	216	108
Newberry	WNBY-FM	93.9	Oldies	\$2,160	216	108
Sault Ste. Marie	WSUE-FM	101.3	Rock	\$4,212	216	108
Gaylord	WMJZ-FM	101.5	Adult Hits	\$827	84	42
McMillan	WMJT-FM	96.7	Adult Hits	\$827	84	42
Traverse City	WTCM-FM	103.5	Country	\$1,824	96	48
Hemlock	WCEN-FM	94.5	Country	\$1,680	96	48
Midland	WKQZ-FM	93.3	Rock	\$1,440	96	48
Hillman	WKJZ-FM	94.9	Rock	\$960	96	48

Michigan DNR Fire Prevention

GENERAL AWARENESS PUBLIC SERVICE BONUS STATIONS					
4/1/13 - 9/2/13				Total	PSAs
Market	Station	Freq	Format	0	4608
Marquette	WUPK-FM	94.1	Mainstream Rock	0	200
Negaunee	WNGE-FM	99.5	Oldies	0	200
Marquette	WDMJ-AM	1320	News/Talk	0	200
Norway	WZNL-FM	94.3	Adult Contemp	0	200
Ishpeming	WIAN-AM	1240	Talk	0	200
Iron Mountain	WMIQ-AM	1450	Talk	0	200
Sault Ste. Marie	WSOO-AM	1230	Talk	0	200
Newberry	WNBY-AM	1450	Country	0	200
Sault Ste. Marie	WKNW-AM	1400	Talk	0	200
Tuscarora Twp.	WWSS-FM	95.3	Country	0	84
Paradise	WUPN-FM	95.1	Classic Hits	0	84
Boyne City	WBCM-FM	93.5	Country	0	96
Gwinn, MI	WUPT-FM	100.3	Classic Hits	0	96
Chocolay Twp.	WUPZ-FM	94.9	Top-40	0	96

Michigan DNR Fire Prevention

Cinema Element	Flight / # of weeks	Markets / Ratings	Material Due Date	Estimated Theatres	Estimated Screens	Estimated Time in Seats Admissions	Net (CPM)	Total Net Campaign Cost
1x :30 Cinema AV Spot Segment 1	TBD	MICHIGAN All Ratings	4/12/13	8	58	266,535	\$55.00	\$15,559 Inc. 2 copy changes

NAME	STREET ADDRESS	CITY	STATE	ZIP		DMA	CIRCUIT	NSCR	
Varsity Cinemas	1098 WEST 3 MILE RD	SAULT STE. MARIE	Michigan	49783	119	TRAVERSE CITY-CADILLAC	Carmike Cinemas	10	
Gko The Harbor 8 Cinemas	3857 W. US 10	LUDINGTON	Michigan	49431	119	TRAVERSE CITY-CADILLAC	Carmike Cinemas	8	
Horizon Cinemas 10	3587 MARKET PLACE CIRCLE	TRAVERSE CITY	Michigan	49684	119	TRAVERSE CITY-CADILLAC	Carmike Cinemas	10	
Grand Traverse Cinemas 1x	GRAND TRAVERSE MALL/BOX 153200 S. AIRPORT RD, WEST	TRAVERSE CITY	Michigan	49684	119	TRAVERSE CITY-CADILLAC	Carmike Cinemas	9	
Royal Cinemas I-X	1351 ODOVERO DRIVE	MARQUETTE	Michigan	49855	180	MARQUETTE	Carmike Cinemas	10	
Copper Country Mall	47420 State Highway M26	Houghton	Michigan	49931	180	MARQUETTE	Rogers Cinema INC.	5	
Royal Knight 3	101 SOUTH 2ND ST.	ALPENA	Michigan	49707	208	ALPENA	Carmike Cinemas	3	
State Cinema 3	208 NORTH 2ND ST.	ALPENA	Michigan	49707	208	ALPENA	Carmike Cinemas	3	
								Total Theatres	8
								Total Screens	58

Flight dates will be adjusted to fit the creative release of the Michigan DNR.

Michigan DNR Fire Prevention

2013 DNR :MEDIA PLAN - BUR!PER.t\IITT\F1SHING OPEI'-.TER/WILDFIRE PREVENTION			
4/1/13-9/2/13	TOTAL	PAID TOTAL	PSAS
TELEVISION: 4/1/13 - 5/14/13	\$13,440	72	36
CABLE: 4/1/13-5/14/13	\$8,377	4,841	2,421
RADIO: 4/1/13 - 5/14/13	\$17,794	1,283	642
HOLIDAY AWARENESS (MEMORIALDAY,4THOFJULY,IABORDAY) \VO: 5/20,5/27,6/24, 7/1,8/26	\$18,944	1,300	650
GENERAL AWARENESS RADIO \VO: 6/3,6/10,6/17, 7/8,7/15,7/22,7/29,8/5, 8/12,8/19	\$25,565	4,224	2,112
GENERAL AWARENESS PUBUC SERVICE BONUS STATIONS \VO:6/3,6/10,6/17, 7/8,7/15, 7/22, 7/29,8/5,8/12,8/19	\$0		2,256
THEATRE BUDGET	\$15,559		
TOTAL MEDIA GROSS	\$99,679	11,720	8,116
TOTAL MEDIA NET	\$84,727		
DUBS	\$320		
TOTAL DUBS +NET MEDIA	\$85,047		
AGENCY COMMISSION	\$14,952		
CONTRACT GROSS	\$99,999	11,720	8,116

!c:itro ONa:
u... q: a: qv qn !oo

qo: q q: v
^c ! z o z

!oo — :oo oo

Michigan DNR Fire Prevention

BURN PERMIT						
Radio schedules for the weeks of: 4/2, 4/9						
MARKET	STATION NETWORK	FORMAT/DIAL POSITION	TOTAL NUMBER OF PAID SPOTS	TOTAL NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Alpena	WHSB FM	CHR/107.7	18	9	\$21.00	\$378
	WKJZ FM	Cl. Rock/94.9	18	9	\$20.00	\$360
Traverse City/Kalkaska/Manistee/Petoskey/Charlevoix	VVKLTFM	Rock/97.5	18	9	\$19.00	\$342
	WTCMFM	Country/103.5	18	9	\$38.00	\$684
	WKLZ FM	AOR/98.9	18	9	\$19.00	\$342
Marquette /Escanaba/ Houghton	WMKD-FM	Country/105.5	18	9	\$19.50	\$351
	WSUE-FM	Rock/101.3	18	9	\$19.50	\$351
	WMK-FM	Rock/93.1	18	9	\$19.50	\$351
	WUPK-FM	Rock/94.1	18	9	\$19.50	\$351
	WJPO-FM	Country/92.3	18	9	\$19.50	\$351
	WFXD FM	Country/103.3	18	9	\$19.00	\$342
	WHKB-FM	Country/102.3	18	9	\$12.00	\$216
Northern Michigan	WOLV-FM	Cl. Hits/97.7	18	9	\$12.00	\$216
	WYKX-FM	Country/104.7	18	9	\$18.00	\$324
	WBCM-FM	Country/93.5	18	9	\$0.00	\$0
Totals			270	135		\$4,959

theVaft=e group

Michigan DNR Fire Prevention

BURN PERMIT/WILDFIRE PREVENTION/FISHING OPENER						
Radio schedules for the weeks of: 4/16, 4/23, 4/30, 5/7						
MARKET	STATION NETWORK	FORMAT/DIAL POSITION	TOTAL NUMBER OF PAID SPOTS	TOTAL NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Alpena	WHSB-FM	CHR/107.7	34	17	\$21.00	\$714
	WKJZ-FM	Cl. Rock/94.9	34	17	\$20.00	\$680
Saginaw/Bay City/Midland	WCENFM	Country/94.5	34	17	\$35.00	\$1,190
Traverse City/Kalkaska/Manistee/Petoskey/Charlevoix	WKLTFM	Rock/97.5	34	17	\$19.00	\$646
	WTCMFM	Country/103.5	34	17	\$38.00	\$1,292
	WKLZ-FM	AOR/98.9	34	17	\$19.00	\$646
Marquette / Escanaba/Houghton	WMKD-FM	Country/105.5	34	17	\$19.50	\$663
	WSUE-FM	Rock/101.3	34	17	\$19.50	\$663
	WIMK-FM	Rock/93.1	34	17	\$19.50	\$663
	WUPK-FM	Rock/94.1	34	17	\$19.50	\$663
	WJPD-FM	Country/92.3	34	17	\$19.50	\$663
	WFXD-FM	Country/103.3	34	17	\$19.00	\$646
	WHKB-FM	Country/102.3	34	17	\$12.00	\$408
	WOLV-FM	Cl. Hits/97.7	34	17	\$12.00	\$408
Northern Michigan	WYKX-FM	Country/104.7	34	17	\$18.00	\$612
	WBCM-FM	Country/93.5	34	17	\$0.00	\$0
Totals			544	272		\$10,557

*WCEN-FM (Saginaw) will not be running any Burn Permit spots

theVa.,fegroup

Michigan DNR Fire Prevention

TELEVISION AND CABLE							
BURN PERMIT/WILDFIRE PREVENTION							
TV schedules for the weeks of: 4/2, 4/9, 4/16, 4/23, 4/30, 5/7							
MARKET	STATION NETWORK	FORMATIOIAL POSITION	TIME PERIOD	TOTAL NUMBER OF PAID SPOTS	MIN.NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Alpena	WBKB-IV	CBS	11-1130P	13	6	\$120.00	\$1,560
	WBKB-IV	CBS	6-7a	12	7	540.00	\$480
Traverse City/Kalkaska/Manistee/Petoskey/Charlevoix	WNTV-IV	CBS	6-630A	13	6	\$200.00	\$2,600
	WNTV-IV	CBS	530-6a	13	7	\$100.00	\$1,300
Marquette/Esanaba 1 Houghton	WLUC-IV	NBC	11-1130p	13	6	\$200.00	\$2,600
	WLUC-IV	NBC	530-6a	13	7	\$30.00	\$390
MARKET			SYSTEM CODE	TOTAL NUMBER OF PAID SPOTS	MIN.NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
CABLE	TRAVERSE CITY		0166	38	10	\$7.05	\$258
	BAY CITY		0125	62	10	\$4.81	\$298
	MOUNT PLEASANT		6662	62	10	\$3.00	\$186
	OSCODA		6988	194	10	\$1.00	\$194
	IRONWOOD		2963	194	10	\$1.00	\$194
	ESCANABA		0846	216	10	\$1.26	\$272
	ALPENA		1358	194	10	\$1.28	\$248
	MUSKEGON		1097	28	10	\$6.07	\$170
	HOUGHTON		2508	216	10	\$1.00	\$216
	GREEN BAY		2743	66	10	\$3.00	\$198
	MARQUETTE		0882	196	10	\$1.43	\$280
	IRONMOUNTAIN		1709	196	10	\$1.00	\$196
Totals				1739	159	-	\$11,651

theVa-rfegroup

Michigan DNR Fire Prevention

HOLIDAY (MEMORIAL DAY, 4TH OF JULY, LABOR DAY)						
5/25-5/28, 6/29-7/9, 8/31-9/3 (19 DAYS)- WILDFIRE PREVENTION						
MARKET	STATION NETWORK	FORMAT/DIAL POSITION	TOTAL NUMBER OF PAID SPOTS	MN. NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Alpena	WHSB-FM	CHR/107.7	24	12	\$21.00	\$504
	WKJZ-FM	Cl.Rock/94.9	24	12	\$20.00	\$480
Saginaw/Bay City/Midland	WCENFM	Country/94.5	24	12	\$35.00	\$840
Traverse City/Kalkaska/Manistee/Petoskey/Charlevoix	WKLTFM	Rock/97.5	24	12	\$19.00	\$456
	WTCM-FM	Country/103.5	24	12	\$38.00	\$912
	WKLZ-FM	AOR/98.9	24	12	\$19.00	\$456
Marquette/ Escanaba/ Houghton	WMKD-FM	Country/105.5	24	12	\$19.50	\$468
	WSUE-FM	Rock/101.3	24	12	\$19.50	\$468
	WIMK-FM	Rock/93.1	24	12	\$19.50	\$468
	WUPK-FM	Rock/94.1	24	12	\$19.50	\$468
	WJPD-FM	Country/92.3	24	12	\$19.50	\$468
	WFXD-FM	Country/103.3	24	12	\$19.00	\$456
	WHKB-FM	Country/102.3	24	12	\$12.00	\$288
	WOLV-FM	Cl. Hits/97.7	24	12	\$12.00	\$288
Northern Michigan	WYKX-FM	Country/104.7	24	12	\$18.00	\$432
	WBCM-FM	Country/93.5	24	12	\$0.00	\$0
Totals			384	192		\$7,452

theVaffegroup

Michigan DNR Fire Prevention

FIREWORK AWARENESS - EXPANDED MARKETS						
6/21-7/7 - FIREWORKS AWARENESS (17 days)						
MARKET	STATION NETWORK	FORMAT/DIAL POSITION	TOTAL NUMBER OF PAID SPOTS	MIN. NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Alpena	WHSB-FM	CHR/107.7	14	7	\$21.00	\$294
	WKJZ-FM	Cl.Rock-/94.9	14	7	\$20.00	\$280
Saginaw/Bay City/Midland	WCENFM	Country/94.5	14	7	\$35.00	\$490
	WKQZ-FM	AOR/93.3	14	7	\$35.00	\$490
Traverse City/Kalkaskah-Aanistee/	WKLTFM	Rock/97.5	14	7	\$19.00	\$266
	WTCMFM	Country/103.5	14	7	\$38.00	\$532
	WKLZ-FM	AOR/98.9	14	7	\$19.00	\$266
Marquette/ Escanaba/ Houghton	WMKD-FM	Country/105.5	14	7	\$19.50	\$273
	WSUE-FM	Rock/101.3	14	7	\$19.50	\$273
	WIMK-FM	Rock/93.1	14	7	\$19.50	\$273
	WUPK-FM	Rock/94.1	14	7	\$19.50	\$273
	WJPD-FM	Country/92.3	14	7	\$19.50	\$273
	WFXD-FM	Country/103.3	14	7	\$19.00	\$266
	WHKB-FM	Country/102.3	14	7	\$12.00	\$168
	WOLV-FM	Cl. Hills/97.7	14	7	\$12.00	\$168
Northern Lower Michigan	WYKX-FM	Country/104.7	13	7	\$18.00	\$234
	WBCM-FM	Co!S!lry/93.5	14	7	\$0.00	\$0
Lansing	WJXQ-FM	AOR11C6.1	14	7	\$50.00	\$700
	wm.	Country/100.7	14	7	\$48.00	\$672
Grand Rapids	WGRD-FM	AOR/97.9	14	7	\$65.00	\$910
	WBCT-FM	Country/93.7	13	7	\$60.00	\$780
Muskegon	WMUS-FM	Country107.9	14	7	\$25.00	\$350
Totals			194	97		\$8,231

theVa-rfegroup

Michigan DNR Fire Prevention

GENERAL AWARENESS						
RADIO: 5/31-6/3, 6/7-6/10, 6/14-6/17, 7/12-7/15, 7/19-7/22, 7/26-7/29, 8/2-8/5, 8/29-8/12, 8/16-8/19						
MARKET	STATION NETWORK	FORMAT/DIAL POSITION	TOTAL NUMBER OF PAID SPOTS	MIN. NUMBER OF PSA's	SPOT RATE	TOTAL PRICE
Alpena	WHSB-FM	CHR/107.7	72	36	\$21.00	\$1,512
	WKJZ-FM	Cl. Rock/94.9	72	36	\$20.00	\$1,440
Saginaw/Bay City/Midland	WCEN FM	Country/94.5	72	36	\$35.00	\$2,520
Traverse City/Kalkaska/Manistee/Petoskey/Charlevoix	WKLTFM	Rock/97.5	72	36	\$19.00	\$1,368
	WTCMFM	Country/103.5	72	36	\$38.00	\$2,736
	WKLZ-FM	AOR/98.9	72	36	\$19.00	\$1,368
Marquette/ Escanaba/ Houghton	WMKD-FM	Country/105.5	72	36	\$19.50	\$1,404
	WSUE-FM	Rock/101.3	72	36	\$19.50	\$1,404
	WIMK-FM	Rock/93.1	72	36	\$19.50	\$1,404
	WUPK-FM	Rock/94.1	72	36	\$19.50	\$1,404
	WJPD-FM	Country/92.3	72	36	\$19.50	\$1,404
	WFXD-FM	Country/103.3	72	36	\$19.00	\$1,368
	WHKB-FM	Country/102.3	72	36	\$12.00	\$864
	WOLV-FM	Cl. Hits/97.7	72	36	\$12.00	\$864
Northern Michigan	WYKX-FM	Country/104.7	72	36	\$18.00	\$1,296
	WBCM-FM	Country/93.5	72	36	\$0.00	\$0
Totals			1152	576		\$22,356

theVaffegroup

Michigan DNR Fire Prevention

DNR 2012 MEDIA PLAN	SPOTS	PSAS	BUDGET
BURN PERMIT Radio schedules for the weeks of: 4/12, 4/9	34	17	\$4,959
BURN PERMIT/VILDFIRE PREVENTION 50150 Radio schedules for the weeks of: 4/16, 4/23, 4/30, 5/7	544	272	\$10,557
TELEVISION AND CABLE BURN PERMIT/VILDFIRE PREVENTION 50150 TV schedules for the weeks of: 4/12, 4/19, 4/26, 5/3, 5/10, 5/17	1,739	159	\$11,651
HOLIDAY AWARENESS (MEMORIAL DAY - 4TH OF JULY - LABOR DAY) 5/25-5/28, 6/12-7/19, 8/13-9/13 (20 DAYS) - VILDFIRE PREVENTION	384	192	\$7,452
FIREWORK AWARENESS- EXPANDED MARKETS 6/21-7/7 - FIREWORKS AWARENESS (17 days)	194	97	\$8,231
GENERAL AWARENESS RADIO: 5/13-6/3, 8/17-6/11, 6/14-6/17, 7/12-7/15, 7/19-7/22, 7/26-7/29, 8/12-8/15, 8/12-8/12, 8/16-8/19	1,152	576	\$22,356
GENERAL AWARENESS ADDITIONAL PUBLIC SERVICE ANNOUNCEMENTS RADIO: 4/1-9/3. WNBY-FM; WZNL-FM; WNGE-FM, WFSS-FM; WSOO-AM; WIIAN-AM; WDMJ-AM; WKNW-AM; WMIQ-AM; WNBY-AM		1,380	\$0
TOTAL MEDIA GROSS	4013	2,676	\$65,206
TOTAL MEDIA NET			\$55,425
DUBS	12	50	\$600
TOTAL DUBS+ NET MEDIA			\$56,025
AGENCY COMMISSION			\$9,887
CONTRACT GROSS			\$65,912

theVa"ffegroup

March 22, 2012

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
Office of Financial Services
Procurement Services PO
Box 30028
Lansing, Michigan 48909

NOTICE
OF
CONTRACT NO. 751B2200053
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR The Yaffe Group 26100 American Dr., Suite 401 Southfield, MI 48034 michaelm@yaffe.com	Contractor Information Michael Morin (248) 262-9630
	DNR Buyer Jana Harding-Bishop (517) 373-1190
Contract Administrator: Deb Stolecki (517) 373-7103	
Contract Description 3 year Media Purchasing Contract for Fire Prevention	
CONTRACT PERIOD: From: 3/15/2012 To: 3/14/2015	
TERMS Net 45 days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The attached represents the mutually agreed to description of services to be provided and terms and conditions.

This is not an order. A Purchase Order will be issued and sent to the contractor to request goods or services as authorized under the terms and conditions of this contract.

Est. Contract Value: \$144,609.00

March 19, 2012

STATE OF MICHIGAN DEPARTMENT OF
NATURAL RESOURCES FINANCIAL
SERVICES
P.O. BOX 30028, LANSING, MI 48909

OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT AGREEMENT NO. 751B2200053

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR The Yaffe Group 26100 American Dr., Suite 401 Southfield, MI 48034 michaelm@yaffe.com	Contractor Information Michael Morin (248) 262-9630
	DNR Buyer Jana Harding-Bishop (517) 373-1190
Contract Administrator: Deb Stolecki (517) 373-7103 <p style="text-align: center;">Contract Description</p> <p style="text-align: center;">3 year Media Purchasing Contract for Fire Prevention</p>	
CONTRACT PERIOD: From: 3/15/2012 To: 3/14/2015	
TERMS <p style="text-align: center;">Net 45 days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The attached represents the mutually agreed to description of services to be provided and terms and conditions.

This is not an order. A Purchase Order will be issued and sent to the contractor to request goods or services as authorized under the terms and conditions of this contract.

Est. Contract Value: \$ 144,609.00

On-file in Procurement	On-file in Procurement
Michael Morin	Jana Harding-Bishop
The Yaffe Group	DNR, Procurement Services
Date	Date

Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This contract is for the Department of Natural Resources (DNR) to contract for a broadcast media buyer to purchase air time using radio, cable and broadcast television to deliver fire prevention messages to high risk wildfire areas throughout Michigan.

This is a three (3) year contract with two (2) one year extension options. The contract was awarded based upon the advertising requested for 2012. In March of each year the Project Manager will meet with the contractor to discuss quantities and types of advertising and the budget for that particular year. Each year's advertising will be subject to the approval of the DNR Project Manager.

1.012 Background

Wildfire prevention advertising has become an integral part of reducing wildfire occurrence in Michigan. Every year fire departments respond to thousands of wildfires that place the public and their property at risk. In order to mitigate that risk, the DNR has developed a number of 30 second audio, and video fire prevention advertisements. These messages are tailored for specific seasons of the year and target users such as anglers, campers, debris burners, vacation home owners and Fourth of July celebrants. These messages will need to be delivered on a regular basis throughout the wildfire season which begins in April and continues through summer. The spring season is the most active and dangerous and will receive the greatest concentration of effort. It is the intent of the project to reach as many local residents and seasonal travelers, living, vacationing or passing through a high risk fire area with a fire prevention message.

1.020 Scope of Work and Deliverables

1.021 In Scope

The contractor will arrange advertisements for the DNR to deliver fire prevention messages to high risk wildfire areas throughout Michigan by procuring radio, broadcast television and cable television advertising spots.

Most locations at risk of large destructive wildfires are in the northern parts of Michigan including the Upper Peninsula. High fire risk areas of the state will need to be targeted with these messages more frequently than others.

The high risk areas include:

- Northern Lower Peninsula of Michigan.
- Upper Peninsula of Michigan.

In order to better mitigate the highest risk, all of the advertising will take place in media markets north of a staggered line extending east to west along the southern boundary of all counties between Bay County in the east and Oceana County in the West. The location of the media outlet must be geographically located north of this line however the fringe area of the media market may extend south into the non targeted area. South west, Southern and Southeast Michigan media markets will not be targeted specifically due to the reduced risk of wildfire. (See Attachment B – Map). The target audience for the entire campaign should focus on programs airing with a high demographic rating of male viewers 18-45. The target audience specific for television airing will be male rural viewers 18-45 with a median household income. The television airings will run only during a period between April and the first 10 days of May during appropriate time slots for the stated demographic.

From time to time changes in fire weather and fire danger may occur that will necessitate the specific message that was pre scheduled be adjusted to target the changing fire cause problem. The DNR will

provide a media file of that message to the contractor who must be able to distribute it for airing within 48 hours of receiving notification of the change.

Quantities and type of advertising airings will be determined by DNR, Project Manger and provided to the contractor by March 15 of each subsequent year. Airing of ads will start on April 1 and potentially will air through September 30th of each year.

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Michigan's wildfire problem is most prevalent in the spring of the year when vegetation is dry and many people are doing yard cleanup work. Most of the wildfire prevention messages will need to run during the months of April and May. Television burn permit messages will be aired on cable and broadcast television only during peak fire risk season targeting home owners that are considering burning yard clean up debris(April 1 –May 10th). Radio prevention ads will air throughout the entire fire season concentrating on campfire and fireworks messages during and around holidays (Memorial Day, 4th of July and Labor Day) and general prevention messages during and around weekends (April 1 – Labor Day). Airing during the appropriate time slot to meet the demographic objective is essential.

Advertisement time slots are to be purchased from media outlets that align within the time frame of April 1 - September 30, and meet the geographic and demographic requirements of placement in Northern Lower Peninsula and Upper Peninsula of Michigan markets, targeting male viewers/listeners between the ages of 18-45. The contractor will be required to deliver a minimum of 30 second prevention spots as follows through September 30th 2012:

- 100 over the airwaves broadcast television spots delivered between April 1st and May 10th.
- 1,000 cable television spots delivered between April 1st and May 10th
- 1,200 radio spots to be delivered between April 1st and September 30th. 800 of the spots need to be aired prior to June 1st.

Due to the public service nature of this advertising campaign, The Contractor should make efforts to receive public service announcement airing credits from the media outlets in order to increase additional airings.

Media files will be provided to the Contractor in a variety of formats including but not limited to: .mov files, .mpg files and .mp3 files. The Contractor will then be required to distribute the files to appropriate media outlets.

Contractor Response:

The Department of Natural Resources (DNR) is looking for a broadcast media buying company to purchase air time from radio, broadcast television and cable television stations to deliver fire prevention messages to high risk wildfire areas throughout the Northern Lower Peninsula of Michigan and Upper Peninsula of Michigan.

The Yaffe Group has the necessary staff, tools and experience to buy this media for the State as it has demonstrated for the past two years.

Our Staff includes Karen Potochick who managed the buy, added value and station interviews for Paul Kollmeyer and the DNR last year. The State benefits from The Yaffe Group having the necessary media tools that help us evaluate, plan, negotiate and buy schedules for clients that spend over \$1 million a month.

Plus, our experience includes negotiating added value schedules.

In 2011 we deliver a total of 1,165 added value spots.

Plus, through relationship management and expertise, we were able to negotiate 23 airings of interviews between DNR officials and various radio personnel across the Northern Lower Peninsula, as well as the Upper Peninsula for an equalized value of 559 PSAs. That brought the total number of PSAs over a 12-week period to 1,724 or just over 143 additional announcements per week.

In our cost proposal you will see our plan calls to do even more in 2012. We have already negotiated 3013 PSAs. That's 131% more spots added to the DNR's paid schedule. We plan to secure radio interviews for Paul Kollmeyer as well to supplement getting this important fire prevention message out.

We are prepared to undertake the assignment as outlined.

Media Objective

The primary objective is to reach as many local residents and seasonal travelers, living, vacationing or passing through the designated high risk fire areas with a fire prevention message. The DNR wants a company with staff to handle everything necessary to plan, buy, traffic, audit and bill the media. The buy is to include public service announcements in addition to the paid schedules.

Primary Target Audience

The primary target for the 2012 Fire Prevention Campaign will focus on programming with high demographic ratings of men 18-45. Additionally, TV is to further target rural men 18-45 with a median household income.

Scheduling

The television and cable portion of the buy will air burn permit messaging during peak fire risk season, April 1 –May 10, targeting home owners that are considering burning yard clean up debris. The television buy will focus on local news programming that includes local weather and traffic reports, increasing the probability that the television is reaching our target audience. In order to maximize the impact of this campaign within the designated parameters, spots will be scheduled Wednesday through Friday to increase the number of times the target may see the spot.

Radio prevention ads will air throughout the entire fire season concentrating on campfire and fireworks messages during and around holidays (Memorial Day, 4th of July and Labor Day) and general prevention messages during and around weekends (April 1 – Labor Day). Airing during the appropriate time slot to meet the demographic objective is essential. To reach the target traveling to weekend activities in the Northern Lower Peninsula of Michigan and Upper Peninsula of Michigan, radio ads will run Friday afternoon through Sunday afternoon most weeks of the campaign and Friday afternoon through midday Monday for Memorial Day and Labor Day weekends. Fourth of July fire prevention will be supported with a schedule running the weekend before Wednesday July 4 through to the weekend after with emphasis placed on the Friday before for the drive up and Friday, Saturday and Sunday the weekend following for the drive home. We recommend that 30% of the spots air on July 3 & 4 to heighten awareness surrounding the holiday.

Our staff has diverse experience resulting from planning and buying media across a broad range of clients across the United States and has experience in many different industries. Our diverse client roster challenges us to continually find new and distinctive ways to improve media strategies and tactics. This diversity contributes to our experience, knowledge and expertise.

The Yaffe Group media department utilizes extensive media research intelligence. We have the experience to mine research resources that enable us to make data-driven media decisions and better define key customer demographic, lifestyle and consumer behavior characteristics.

Research resources used to develop media plans include the following:

Arbitron – The premier radio audience measurement service. In addition to the paper diary data, we use PPM (Portable People Meter) data where available for the most precise radio audience measurement.

Claritas PRIZM – The block group (neighborhood) based market segmentation data provides

a snapshot of each consumer segment's demographic traits, lifestyle preference and consumer behavior. We use this information to help guide marketing campaigns and media strategies via their available demographic characteristics (education, income, housing, race/ethnicity, etc.) and lifestyle categories (travel, eating out, shopping, auto purchases, etc.).

Experian Simmons – Used to better understand customers, prospects and determine best advertising placement. Consumer behavior studies provide detailed information on media habits, shopping patterns and consumer opinions on various issues.

Mediamark Research – The database provides an overall view of audiences of all major media, their demographic and lifestyles, actions and attitudes, product usage and brand loyalty, as well as an extensive audience data for consumer magazine and comprehensive and reliable multi-media audience data.

Nielsen Media Research – Measures media audiences including TV, online, cinema and newspaper. The data measures viewing habits in all 210 local DMA's (Designated Market Areas), including Hispanic and African American households. We use the NSI information to monitor on-going television and on-line buys, project future audience deliveries and dissect best programming and placement selections across a variety of client target audiences.

Scarborough – Provides lifestyles, shopping patterns, media behaviors and demographics of American consumers locally, regionally and nationally.

Strata – Media buying software application to aid in initial planning through payment and post buy analysis. An industry leading tool for media analysis, planning, scheduling and buying, the system modules provide comprehensive reporting and inputting capabilities. Strata manages all campaign elements, including avails, ratings, schedules and vendor orders. It also allows the user to view trends, compare demos, audience composition and create multiple analyses. Invoices, including all added value elements, are electronically downloaded into Strata to quickly and easily verify schedules and spot traffic rotations both vertically and horizontally.

SQAD – Recognized as the industry cost forecasting leader. We consistently deliver achieved cost-per-points 20-30% below low SQAD, the lowest SQAD cost level.

SRDS – Database of media rates and information for all media properties to ensure adequate geographic coverage and varied demographic audience delivery. SRDS provides comprehensive coverage of traditional media - such as magazines, newspapers, television, direct marketing and radio - as well as today's alternative marketing opportunities - such as online and out-of-home. We use it to compare ad rates and obtain pertinent vendor information with direct links to media kits and vendor audit statements.

We start all buys by looking at the target audience, the media cost and the geographic coverage.

Target Audience Compatibility – Media vehicles are evaluated on how well they deliver the target audience, both demographically and psychographically, including value against any secondary audience requirements. The commercial environment is also part of the consideration: program content, clutter, sponsors and promotional support.

Media Value/Cost Analysis – Evaluation is based on total package delivery, including commercials, billboards, vignettes, promotional mentions, on-line components and any other elements. In many cases, little or no value is given to many of the elements outside of actual advertisements or commercials. They should only serve to enhance a buy that is already strong in its media delivery.

Geographic Coverage – An examination of the geographic coverage of each media outlet is also part of the consideration set.

Recommendation – A recommendation is formulated based on the criteria above and an

examination on how well each media outlet will serve to further the campaign goals and objectives.

As demonstrated in Yaffe Group's delivery of added value during the DNR's 2010 and 2011 fire prevention efforts, we have proven experience in negotiating significant added value and substantiating its delivery.

Our unique and successful approach to post buy analysis via ongoing maintenance and the negotiation of upfront and post buy station guarantees protects our clients' media investments. The Yaffe Group media team is unique with respect to audience delivery. We negotiate guarantees from stations to provide bonus weight for deliveries below 100% (rather than the typical 90%) for both pre-posts within the campaign quarter and on a final post buy analysis. Our goal is GRP audience delivery between 100 – 110%.

The distribution of creative materials to all media vendors is an area where the Yaffe Group media department has experience as well. Because we work with a variety of production companies in different markets, we have processes to ensure seamless on-time delivery of creative materials. Traffic instructions are generated for each campaign to outline specific creative rotation and/or placement requirements. Distribution of media can be completed in a variety of formats including Beta, Digital Beta, WMV, MOV and DGS Fast Channel plus web-based formats such as FLV files and audio formats such as MP3, AIF or WAV files.

We have handled the DNR campaign for the past two years and the success of the Yaffe Group is rooted in our retail advertising expertise. The retail advertising environment is fast paced and results driven. We are accountable to sales results and are experts in quick turnaround, reacting to changing market conditions, frequently monitoring the current state of business and performing meticulous evaluation of campaign performance. There is a direct parallel to your requirements where you have a basic plan that can change due to fire risk conditions. Our experience in the retail industry has prepared us well to handle last minute turnarounds. In the 2011 campaign, the DNR requested a market change due to a change in the electronic burn permit system. In February, 2011, Muskegon County was added to the system and became a primary consideration, while Saginaw became a secondary consideration. We were able to successfully make the changes requested while also putting a heavier focus on the local listeners versus travelers, also at the request of the client. Also in 2011, Yaffe Group was asked to investigate a particular station based on alleged "threats" against DNR officials. To the satisfaction of the DNR, we were able to respond quickly to determine and assure that this station was not on the buy. Similarly, we have experience in other retail categories such as our Hot Weather Alerts created for ABC Warehouse that featured offers on air conditioning units that were ready to air when the temperature was forecasted to reach 90 degrees. We have the experience to handle your fire risk alerts.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

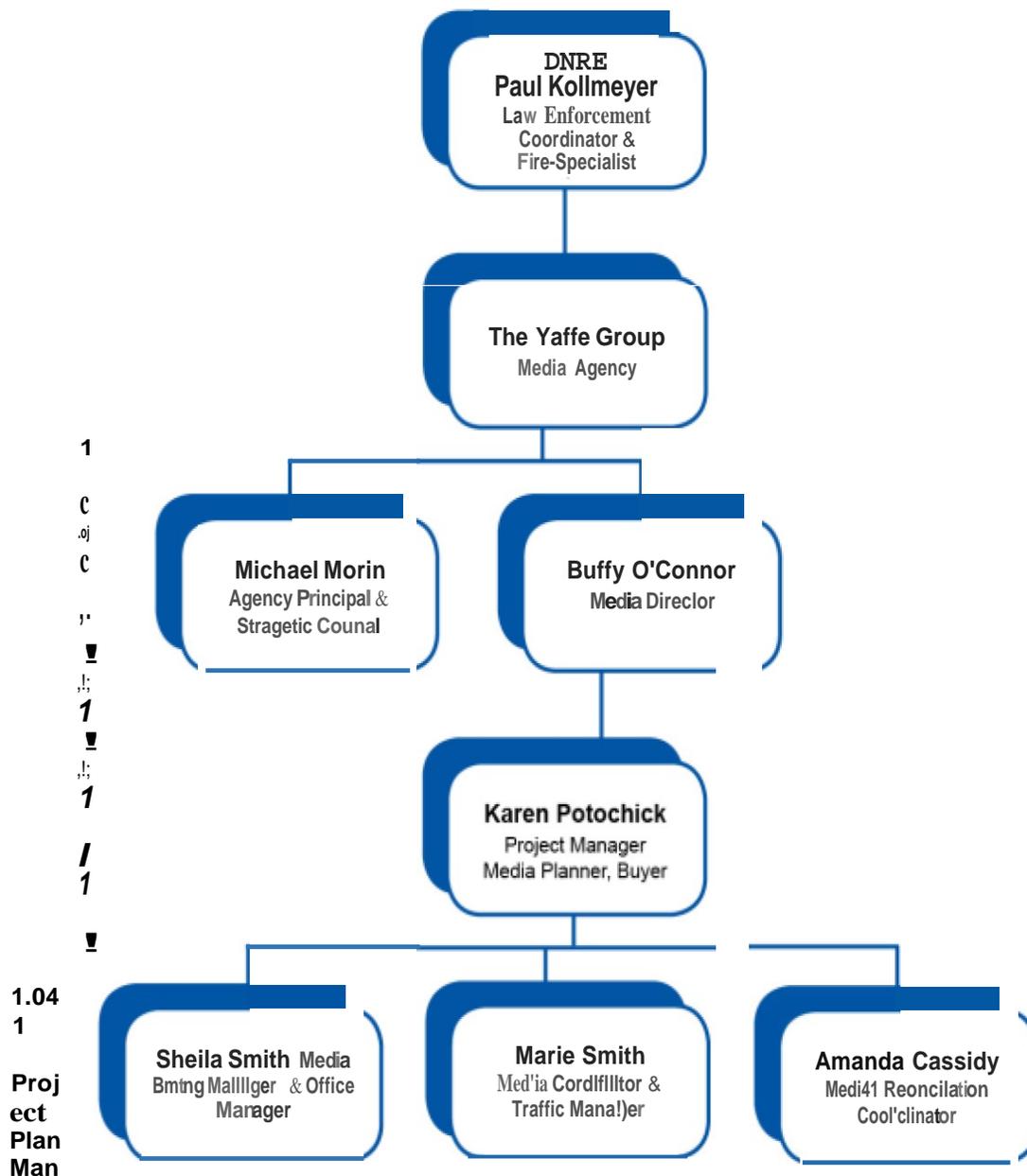
The Contractor must provide the Department of Natural Resources contact information for the project manager and an organizational chart identifying others who may be contacted during the contract period for purposes of questions, resolutions of problems, or adjustments to scheduled messages due to weather and fire danger or other variables.

Contractor Response:

The primary agency contacts with the State of Michigan have been and will continue to be Yaffe Group Media Director Buffy O'Connor; Media Planner, Buyer and Project Manager Karen Potochick and Marie Smith, Media Coordinator and Traffic Manager. Buffy will serve as strategic media lead. Karen will continue to serve as Project Manager and she and Buffy will collectively work to formulate media solutions. Karen will manage all media buying and planning. Marie will handle resolution of problems, fire alerts and traffic. Buffy, Karen and Marie will perform continual checks and balances to make sure that all areas of client responsibility are covered. This internal process ensures the work is completed in an efficient and timely manner.

	Staff Member	Title	Phone Number	Email Address
Primary Contact	Buffy O'Connor	Media Director	2482629673	buff@ffe.com
	Michael Morin	Agency Principal & Strategic Counsel	2482629630	m.morin@ffe.com
Primary Contact	Karen Potochick	Media Planner, Buyer and Project Manager	2482629652	karen@ffe.com
	Sheila Smith	Media Billing Manager	2482629657	sheila@ffe.com
Primary Contact	Marie Smith	Media Coordinator & Traffic Manager	2482629635	marie@ffe.com
	Amanda Cassidy	Media Billing Coordinator	2482629608	amanda@ffe.com

The Yaffe Group Organizational Chart



agement

In February/March of each year the DNR Project Manager will meet with the Contractor's Project Manager to discuss the advertising for the fire season. At that time the Contractor will provide pricing for the year based on the DNR's request. Each year the amount and type of advertisements will vary. The DNR Project Manager has the final decision on what advertisements will be run and where.

The proposal needs to include a detailed plan to meet the requirements established in 1.021 and 1.022. The plan must identify the media outlet, date, time, program, geographic area of the media markets, number of proposed airings and price per spot. It should also include ratings data for each market and the potential number viewers/listeners and details of the demographic breakdown of the program where spots are proposed to be aired.

Contractor Response:

1. Our experienced available staff has handled the DNR media buys for the past 2 years.
2. Based on the RFP we have assembled a schedule of spots by market, by station. See price proposal for details.
3. With your approval we will begin the process of negotiating with the media to improve the schedules and get more added value for the schedules. Past performances have proven our ability to get the DNR more exposure in the form of added value spots and interviews.
4. We will encourage the stations by communicating the value of helping with this effort because it's for the protection of the country. It's their civic duty.
5. Stations that don't cooperate with no charge PSAs (added value) will be taken off the buy and those that do will get their buys increased. This is how we will ensure the State gets added value.
6. We will provide ratings data by market, anticipated audience and demographic breakdown of the programs.
7. Our makegood policy is outlined in detail in the following section. This will ensure credits from media are aired within the scheduled time frame.
8. Spots will get trafficked to TV and cable stations through DG Fast Channel. Radio will be emailed.
9. If the situation occurs where a fire prevention message needs to be aired in a certain area of the State, Yaffe is prepared to add media to the schedule or to rework a buy to fit it in. Our project manager is backed up by another seasoned media person, plus others. We'd pre-negotiate a "Fire Alert" schedule that is ready to air at a moment's notice as we did with ABC Warehouse for "Hot Weather Alerts."
10. We plan to have "Fire Alert" spots at the stations to ensure the ability to traffic them within the 48 hour notification.
11. If new creative is provided with a "Fire Alert," Yaffe is prepared to dispatch the spots, so the stations can begin airing within 48 hours of receiving notification of the change.
12. There will be on-going monitoring of schedules.
13. Station invoices get checked and agency invoices prepared for client with required back-up.

Here's our timeline for airing the buy:

Date	Task
15-Mar	Anticipated Contract Start Date
16-Mar	Client Meeting/Orientation
17-Mar	Review Plan and formulate details
18-Mar	Review plan and get approval
19-Mar	Begin negotiating schedules with stations
21-Mar	Get approval for station buy
22-Mar	Place buy and traffic spots
1-Apr	Stations begin airing buy

Our experience with sales event messages led us to institute a 72-hour notification policy. We require notification within three days of any spots that were missed or ran out of the contracted time period and/or programming. This allows us to address issues as they arise and negotiate makegood weight for discrepancies as they occur. After this three-day period has expired, the spot(s) involved will be credited and no makegoods or substitutions may be negotiated.

We continually monitor all activity via ongoing follow up reporting which details results of invoice reconciliation, media rotations, adherence to traffic instructions and audience delivery.

The Yaffe Group will provide the State of Michigan with a report detailing all paid media activity and bonus weight delivered, including (ROI) value of all bonus weight secured (both no charge added value and makegood weight), no later than 60 days after the media buy and bonus weight have aired (subject to station compliance with invoice submission and release of appropriate ratings data).

1.042 Reports

The Contractor will be required to produce a notarized detailed monthly invoice showing documentation taken from the program log that includes total charges, the media market airing the advertising, date, time, name of the program airing, number of airings and charges per spot.

Contractor Response:

The Yaffe Group agrees to provide DNR with notarized monthly station invoices showing documentation from the station log that includes total charges, the media market, date, time, number of airings and charges per spot. Where available, name of program aired will also be included.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

Advertisement services purchased under this contract must comply with the specifications as outlined in this document.

1.052 Final Acceptance

Final Acceptance will be upon submission of a notarized invoice to include total charges, the media market airing the advertising, date, time, name of the program airing, number of airings and charges per spot, and approved by the project manager.

1.060 Proposal Pricing

1.061 Proposal Pricing

Contractor's price proposal reflects the actual cost of advertising – there will be no administrative fees or add on costs for advertising. The contract will be for reimbursement of actual cost incurred and must be supported with invoices from the Media outlets if requested.

The second item in pricing will be an Administrative Fee charged in the form of a percent added to the actual advertising costs.

Pricing proposal is Attachment A.

1.062 Price Term

Prices for advertising will be reimbursement for actual cost incurred for entire length of the contract period as well as any option years. The Contractor must be able to provide upon request documentation reflecting the actual cost of the advertising purchased.

Prices quoted for Administrative Fees are firm for the duration of the initial contract period.

For options years – Administrative Fee changes will be entertained but are subject to the following: Such changes must be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. DNR-Procurement reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). DNR-Procurement also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes must be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period. Requests for price changes must be RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be cancelled. **The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.**

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished 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, prices must not include the Federal Excise Tax.

1.064 Holdback (Deleted-Not Applicable)

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this RFP (Deleted-Not Applicable)

Article 2. Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

The Contract is for a period of three (3) years beginning March 15, 2012 through March 14, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

The Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to 2 additional one (1) year periods.

2.003 Legal Effect

The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until notification and receipt of a Purchase Order. The Purchase Order results from the Contractor's proposal and acceptance of terms.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until a Purchase Order has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order and it is subject to the terms and conditions of this Contract.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility (Deleted-Not Applicable)

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the DNR. Procurement Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Procurement Services **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Administrator within Procurement Services for this Contract is:

Jana Harding-Bishop
Procurement Services
Department of Natural Resources
Mason Bldg, 6th Floor
PO Box 30028
Lansing, MI 48909
Email: hardingj3@michigan.gov
Phone 517.373.1190

2.022 Contract Compliance Inspector (CCI) (Deleted-Not Applicable)

2.023 Project Manager

After DNR-Procurement Services issues the Purchase Order, Procurement Services will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DNR Procurement Services.** The following individual will oversee the project:

Paul Kollmeyer, Prevention Coordinator/Fire Specialist
Department of Natural Resources
8015 Mackinaw Trail, Cadillac, MI 49601
Kollmeyerp@michigan.gov
231-775-9727 X6051
231-775-9671

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Changes or Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Natural Resources, Procurement Services.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this 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.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:
Michigan Department of Natural Resources
Procurement Services
Mason Building, 6th Floor
P.O. Box 30028 (48909)
530 West Allegan Street (48933)
Lansing, MI 48909

Contractor:
Name Yaffe Group
John Cassidy, CFO
Address 26100 American Drive, Suite 401
City/State/Zip Southfield, MI 48034

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Procurement Services retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Procurement Services.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation (Deleted-Not Applicable)

2.035 Future Bidding Preclusion (Deleted-Not Applicable)

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery (Deleted-Not Applicable)

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under this Contract shall list the price for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Compliance Inspector and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and DNR-Procurement Services. This activity will occur only upon the specific written direction from Procurement Services.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

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

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties

agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person 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 by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties (Deleted-Not Applicable)

2.067 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Natural Resources, Procurement Services has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request.

Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks (Deleted-Not Applicable)

2.092 Security Breach Notification (Deleted-Not Applicable)

2.093 PCI Data Security Requirements (Deleted-Not Applicable)

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither 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 right 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 to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the 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.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained 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.

2.114 Audit Resolution

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

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

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

(b) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the Contract.

2.122 Warranty of Merchantability (Deleted-Not Applicable)

2.123 Warranty of Fitness for a Particular Purpose (Deleted-Not Applicable)

2.124 Warranty of Title (Deleted-Not Applicable)

2.125 Equipment Warranty (Deleted-Not Applicable)

2.126 Equipment to be New (Deleted-Not Applicable)

2.127 Prohibited Products (Deleted-Not Applicable)

2.128 Consequences For Breach (Deleted-Not Applicable)

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage's provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

\$1,000,000 General Aggregate Limit other than Products/Completed Operations
\$1,000,000 Products/Completed Operations Aggregate Limit
\$300,000 Personal & Advertising Injury Limit
\$300,000 Each Occurrence Limit

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.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

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 also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$300,000 each accident
\$300,000 each employee by disease
\$500,000 aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DNR-Procurement Services, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to DNR-Procurement Services. The notice must include the Contract or Purchase Order number affected. 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. 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 Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written 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 the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State 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 or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification (Deleted-Not Applicable)

2.143 Employee Indemnification (Deleted-Not Applicable)

2.144 Patent/Copyright Infringement Indemnification (Deleted-Not Applicable)

2.145 Continuation of Indemnification Obligations (DELETED-NOT APPLICABLE)

2.146 Indemnification Procedures (Deleted-Not Applicable)

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the 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.

2.152 Termination for Cause

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

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract 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 Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and 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 under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, 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, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

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

2.156 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 only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the

Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

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

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State.

2.172 Contractor Personnel Transition (Deleted-Not Applicable)

2.173 Contractor Information Transition (Deleted-Not Applicable)

2.174 Contractor Software Transition (Deleted-Not Applicable)

2.175 Transition Payments (Deleted-Not Applicable)

2.176 State Transition Responsibilities (Deleted-Not Applicable)

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State

must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the DNR-Procurement Services Buyer or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, DNR-Procurement Services Buyer or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, 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, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot 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.

2.202 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 Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 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>.

2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a

conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be 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 any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 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 attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly

filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, 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 Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DNR-Procurement Services.
- (2) Contractor must also notify DNR-Procurement Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DNR-Procurement Services within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure (Deleted-Not Applicable)

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if 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 deliver the services under this Contract.

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

2.240 Performance

2.241 Time of Performance

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize

the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) 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 notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs) (Deleted-Not Applicable)

2.243 Liquidated Damages (Deleted-Not Applicable)

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other 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 its 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 above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and 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.

2.250 Approval of Deliverables (Section Deleted-Not Applicable)

2.251 Delivery Responsibilities

2.252 Delivery of Deliverables

2.253 Testing

2.254 Approval of Deliverables, In General

2.255 Process For Approval of Written Deliverables

2.256 Process for Approval of Services

2.257 Process for Approval of Physical Deliverables

2.258 Final Acceptance

2.260 Ownership

2.261 Ownership of Work Product by State

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

2.262 Vesting of Rights (Deleted-Not Applicable)

2.263 Rights in Data (Deleted-Not Applicable)

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards (Section Deleted-Not Applicable)

2.271 Existing Technology Standards

2.272 Acceptable Use Policy

2.273 Systems Changes

2.280 Extended Purchasing (Section Deleted-Not Applicable)

2.281 MIDEAL

2.282 State Employee Purchases

2.290 Environmental Provision (Section Deleted-Not Applicable)

2.291 Environmental Provision

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, or Indentured Servitude Made Materials (Deleted-Not Applicable)

2.321 Knowledge of Child Labor for Listed End Products (Deleted-Not Applicable)

Contractor Response:

Yaffe has reviewed the above requirements and agrees to the TERMS AND CONDITIONS.



Attachment A. Price Proposal

Pricing proposed will be for the 2012 fire season. The contract will be based on three years at this rate, however time slots and outlets will be determined in March of each year, Funding will determine the amount and type of advertising in a given year. Advertising will be reimbursed at actual cost with the Administrative Fee % mark up as an additional line item.

Advertisement time slots are to be purchased from media outlets that fall within the time frame of April 1 - September 30, 2012 and meet the geographic and demographic requirements of placement in Northern Lower Peninsula and Upper Peninsula of Michigan markets, targeting male viewers/listeners under the age of 45. The contractor will be required to deliver a minimum of 30 second prevention spots as follows:

- 100 over the airwaves broadcast television video spots April 1st through May 10th
- 1,200 radio audio spots. April 1st through September 1st.
- 1,000 cable television spots delivered between April 1st through May 10th

Due to the public service nature of this advertising campaign, The Contractaor should make efforts to receive public service announcement airing credits from the media outlets in order to increase additional airings.

Advertising will be priced for actual cost incurred by the Contractor and reimbursed in that manner. There will be no additional fees added to these costs. The Contractor must provide documentation for actual cost of advertising if requested.

MEDIA	TOTAL NUMBER PAID SPOTS	ESTIMATED NUMBER OF PSA's	GRAND TOTAL NUMBER OF SPOTS	TOTAL COST
April 1-May 10 Fire Preventino				
Television	100	33	133	\$18,185
Cable	1000	1000	2000	\$1,690
Radio	308	154	462	\$7,216
May 11-September 1 Fire Prevention				
Radio	892	446	1338	\$20,923
PSAs on non-purchased radio stations		1380	1380	
	2300	3013	5313	
MEDIA TOTAL				\$48,014
LESS 15% COMMISSION				\$7,202
NET MEDIA				\$40,812
TV DUBS				\$160
TOTAL EXPENDITURES:				\$40,972

100 PAID BROADCAST TELEVISION VIDEO SPOTS AND AN ESTIMATED 33 NO CHARGE PSA SPOTS TOTAL COST: \$18,185									
Television spots to air Wednesday through Friday only to maximize frequency of messaging									
Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Spot Rate	Total Price
Alpena	WBKB CBS	April 1-May 10, 2012	17	W-F 630a-9a	CBS Morn News	9	3	\$35	\$315
		April 1-May 10, 2012	17	W-F 6p-630p	Early News	8	3	\$175	\$1,400
		April 1-May 10, 2012	17	W-F 11p-1130p	Late Nerws	8	3	\$125	\$1,000
		April 1-May 10, 2012	17	W-F 1130p-1230a	Letterman	8	3	\$65	\$520
Saginaw-Bay City-Midland	WNEM CBS	April 1-May 10, 2015	17	W-F 630a-9a	CBS Morn News	9	3	\$150	\$1,350
		April 1-May 10, 2016	17	W-F 6p-630p	Early News	8	3	\$400	\$3,200
		April 1-May 10, 2017	17	W-F 11p-1130p	Late Nerws	8	3	\$300	\$2,400
		April 1-May 10, 2018	17	W-F 1130p-1230a	Letterman	8	3	\$150	\$1,200
Traverse City-Cadillac	WWTV CBS	April 1-May 10, 2021	17	W-F 630a-9a	Morn News	10	3	\$200	\$2,000
		April 1-May 10, 2022	17	W-F 6p-630p	Early News	8	3	\$250	\$2,000
	WPBN NBC	April 1-May 10, 2023	17	W-F 11p-1130p	Late Nerws	8	3	\$300	\$2,400
		April 1-May 10, 2024	17	W-F 1130p-1230a	Late Fringe	8	3	\$50	\$400
Totals:						100	33	\$208	\$18,185

1000 PAID CABLE TELEVISION VIDEO SPOTS

1000 NO CHARGE PSA SPOTS

TOTAL COST: \$1,690

CATV spots to air Wednesday through Friday only to maximize frequency of messaging. Cable Networks with the large viewership among men are used for the CATV portion of the DNR 2012 Burn Permit buy

Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Spot Rate	Total Price
Markets: Marquette, Escanaba, Iron Mountain, Houghton, Ironwood, Sault Ste Marie, Alpena, Oscoda, Petoskey, Traverse City West Branch, Cadillac, Big Rapids, Bay City, Mt Pleasant, Oscoda - depending on fire conditions, Muskegon may be added to this market list	ESPN	April 1-May 10, 2013	17	W-F 6A-12A	Various	112	112	1.69	\$189
	TNT	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	Comedy Central	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	History Channel	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	TBS	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	USA	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	FX	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	MTV	April 1-May 10, 2013	17	W-F 6A-12A	Various	111	111	1.69	\$188
	Discovery Channel	April 1-May 10, 2014	17	W-F 6A-12A	Various	111	111	1.69	\$188
Totals:						1000	1000	1.69	\$1,690

1,200 PAID RADIO AUDIO SPOTS &

600 NO CHARGE PSA SPOTS

TOTAL COST: \$28,139.50

Campfire & Burn Permit Fire Prevention radio support will begin airing Thursday during afternoon drive and continue to noon on Saturday weeks of: 4/1, 4/8, 4/15, 4/22, 4/29, 5/6, 5/13 & 5/27

Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Total Number of Paid and PSA Spots	Spot Rate	Total Price
Alpena	WATZ FM	weeks of: 4/1, 4/8, 4/15, 4/22, 4/29, 5/6 5/13 & 5/27	32	6A-7P	Country/99.3	52	26	78	\$25.00	\$1,302.50
Tawas City	WKJZ-FM		32	6A-7P	Cl. Rock/94.9	52	26	78	\$31.00	\$1,615.10
Saginaw	WCEN FM		32	6A-7P	Country/94.5	52	26	78	\$37.00	\$1,927.70
Kalkaska	WKLT FM		32	6A-7P	Rock/97.5	52	26	78	\$53.00	\$2,761.30
Traverse City	WTCM FM		32	6A-7P	Country/103.5	52	26	78	\$34.00	\$1,771.40
Pet/Charle	WKHQ-FM		32	6A-7P	CHR/105.9	52	26	78	\$27.00	\$1,406.70
Sault Ste. Marie	WMKD-FM		32	6A-7P	Country/105.5	52	26	78	\$19.50	\$1,015.95
Sault Ste. Marie	WSUE-FM		32	6A-7P	Rock/101.3	52	26	78	\$19.50	\$1,015.95
Iron Mountain	WIMK-FM		32	6A-7P	Rock/93.1	52	26	78	\$19.50	\$1,015.95
Marquette	WUPK-FM		32	6A-7P	Rock/94.1	52	26	78	\$19.50	\$1,015.95
Marquette	WJPD-FM		32	6A-7P	Country/92.3	52	26	78	\$10.00	\$521.00
Houghton	WOLV-FM		32	6A-7P	Cl. Hits/97.7	52	26	78	\$11.00	\$573.10
Mackinaw City	WLJZ-FM		32	6A-7P	AC/94.5	52	26	78	\$11.00	\$573.10
Boyne City	WBCM-FM		32	6A-7P	Country/93.5	53	26	79	\$11.00	\$578.60
Totals						730	365	1095		\$17,094.30

Campfire, Fireworks & Burn Permit Fire Prevention radio support will begin airing Friday during afternoon drive and continue to noon on Sunday weeks of: 6/3, 6/10, 6/17, 7/15, 7/8, 7/22, 7/29, 8/5, 8/12, 8/19, 9/1, 9/9, 9/15 & 9/22

Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Total Number of Paid and PSA Spots	Spot Rate	Total Price
Alpena	WATZ FM	weeks of: 6/3, 6/10, 6/17, 7/15, 7/8, 7/22, 7/29, 8/5, 8/12, 8/19, 9/1, 9/9, 9/15 & 9/22	42	6A-7P	Country/99.3	15	8	23	\$25.00	\$375.00
Tawas City	WKJZ-FM		42	6A-7P	Cl. Rock/94.9	15	8	23	\$31.00	\$465.00
Saginaw	WCEN FM		42	6A-7P	Country/94.5	15	8	23	\$37.00	\$555.00
Kalkaska	WKLT FM		42	6A-7P	Rock/97.5	15	8	23	\$53.00	\$795.00
Traverse City	WTCM FM		42	6A-7P	Country/103.5	15	8	23	\$34.00	\$510.00
Pet/Charle	WKHQ-FM		42	6A-7P	CHR/105.9	15	8	23	\$27.00	\$405.00
Sault Ste. Marie	WMKD-FM		42	6A-7P	Country/105.5	15	8	23	\$19.50	\$292.50
Sault Ste. Marie	WSUE-FM		42	6A-7P	Rock/101.3	15	8	23	\$19.50	\$292.50
Iron Mountain	WIMK-FM		42	6A-7P	Rock/93.1	15	8	23	\$19.50	\$292.50
Marquette	WUPK-FM		42	6A-7P	Rock/94.1	15	8	23	\$19.50	\$292.50
Marquette	WJPD-FM		42	6A-7P	Country/92.3	15	8	23	\$10.00	\$150.00
Houghton	WOLV-FM		42	6A-7P	Cl. Hits/97.7	15	8	23	\$11.00	\$165.00
Mackinaw City	WLJZ-FM		42	6A-7P	AC/94.5	15	8	23	\$11.00	\$165.00
Boyne City	WBCM-FM		42	6A-7P	Country/93.5	15	8	23	\$11.00	\$165.00
Totals						210	105	315		\$4,920.00

Memorial Day & Labor Day radio support will air Friday afternoon through Monday early afternoon the week of 5/20 (5/25-28) & 8/26 (8/31-9/3)

Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Total Number of Paid and PSA Spots	Spot Rate	Total Price
Alpena	WATZ FM	weeks of 5/20 & 8/26	8	6A-7P	Country/99.3	10	5	15	\$25.00	\$250.00
Tawas City	WKJZ-FM		8	6A-7P	Cl. Rock/94.9	10	5	15	\$31.00	\$310.00
Saginaw	WCEN FM		8	6A-7P	Country/94.5	10	5	15	\$37.00	\$370.00
Kalkaska	WKLT FM		8	6A-7P	Rock/97.5	10	5	15	\$53.00	\$530.00
Traverse City	WTCM FM		8	6A-7P	Country/103.5	10	5	15	\$34.00	\$340.00
Pet/Charle	WKHQ-FM		8	6A-7P	CHR/105.9	10	5	15	\$27.00	\$270.00
Sault Ste. Marie	WMKD-FM		8	6A-7P	Country/105.5	10	5	15	\$19.50	\$195.00
Sault Ste. Marie	WSUE-FM		8	6A-7P	Rock/101.3	10	5	15	\$19.50	\$195.00
Iron Mountain	WIMK-FM		8	6A-7P	Rock/93.1	10	5	15	\$19.50	\$195.00
Marquette	WUPK-FM		8	6A-7P	Rock/94.1	10	5	15	\$19.50	\$195.00
Marquette	WJPD-FM		8	6A-7P	Country/92.3	10	5	15	\$10.00	\$100.00
Houghton	WOLV-FM		8	6A-7P	Cl. Hits/97.7	10	5	15	\$11.00	\$110.00
Mackinaw City	WLJZ-FM		8	6A-7P	AC/94.5	10	5	15	\$11.00	\$110.00
Boyne City	WBCM-FM		8	6A-7P	Country/93.5	10	5	15	\$11.00	\$110.00
Totals:						140	70	210		\$3,280.00

Fourth of July radio support will air Friday during afternoon drive and continue through early afternoon on Sunday the weeks of: 6/29-7/8 at least 30% of spots should run on July 3 & 4)

Market Coverage Area	Network/Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Total Number of Paid and PSA Spots	Spot Rate	Total Price
Alpena	WATZ FM	6/29-7/8	10	6A-7P	Country/99.3	9	4	13	\$25.00	\$214.25
Tawas City	WKJZ-FM		10	6A-7P	Cl. Rock/94.9	9	4	13	\$31.00	\$265.67
Saginaw	WCEN FM		10	6A-7P	Country/94.5	9	4	13	\$37.00	\$317.09
Kalkaska	WKLT FM		10	6A-7P	Rock/97.5	9	4	13	\$53.00	\$454.21
Traverse City	WTCM FM		10	6A-7P	Country/103.5	9	4	13	\$34.00	\$291.38
Pet/Charle	WKHQ-FM		10	6A-7P	CHR/105.9	9	4	13	\$27.00	\$231.39
Sault Ste. Marie	WMKD-FM		10	6A-7P	Country/105.5	9	4	13	\$19.50	\$167.12
Sault Ste. Marie	WSUE-FM		10	6A-7P	Rock/101.3	9	4	13	\$19.50	\$167.12
Iron Mountain	WIMK-FM		10	6A-7P	Rock/93.1	9	4	13	\$19.50	\$167.12
Marquette	WUPK-FM		10	6A-7P	Rock/94.1	9	4	13	\$19.50	\$167.12
Marquette	WJPD-FM		10	6A-7P	Country/92.3	9	4	13	\$10.00	\$85.70
Houghton	WOLV-FM		10	6A-7P	Cl. Hits/97.7	9	4	13	\$11.00	\$94.27
Mackinaw City	WLJZ-FM		10	6A-7P	AC/94.5	9	4	13	\$11.00	\$94.27
Traverse City-Cadillac	WBCM-FM		10	6A-7P	Country/93.5	9	4	13	\$11.00	\$94.27
Totals:						120	60	180		\$2,810.96

Based on our media relationships developed over the last two years of DNR campaign negotiation and placement, the Yaffe Media Team has managed to pre-negotiate added value on stations that will NOT be purchased on the 2012 media buy. They are sister stations to the Sovereign Communications stations being utilized in this year's plan and have agreed to run 2-3 PSAs per day for the length of the 2012 plan. This is above and beyond the added value PSAs and interviews that will be negotiated as part of the paid advertising schedule

PSA SUPPORT YAFFE GROUP HAS SECURED FOR THE DNR 2012 FIRE PREVENTION CAMPAIGN ON STATIONS NOT PURCHASED										
Market Coverage Area	Network/ Stations	Date(s)	Number of Days	Time(s)	Program	Paid Spots	PSA Spots	Total Number of Paid and PSA Spots	Spot Rate	Total Price
Newberry	WNBY-FM	April 1-September 30, 2012	69	6a-12m	Oldies/93.9	0	138	138	0	0
Iron Mountain	WZNL-FM		69	6a-12m	Hot AC/94.3	0	138	138	0	0
Marquette	WNGE-FM		69	6a-12m	Oldies/99.5	0	138	138	0	0
Sault Ste. Marie	WYSS-FM		69	6a-12m	Cont. Hits/99.5	0	138	138	0	0
Sault Ste. Marie	WSOO-AM		69	6a-12m	Full Service/1230	0	138	138	0	0
Ishpeming	WIAN-AM		69	6a-12m	News/Talk/1240	0	138	138	0	0
Marquette	WDMJ-AM		69	6a-12m	News/Talk/1320	0	138	138	0	0
Sault Ste. Marie	WKNW-AM		69	6a-12m	News/Talk/1400	0	138	138	0	0
Iron Mountain	WMIQ-AM		69	6a-12m	Talk/1450	0	138	138	0	0
Newberry	WNBY-AM		69	6a-12m	Classic Country/1450	0	138	138	0	0
Totals:						0	1380	1380		\$0.00

All bid respondents to this RFP should be able to deliver at least 533 no charge PSA announcements. In addition to the expected 533 PSA's we have confirmed commitments of 1380 PSA's on broadcast outlets that are not even on the proposed buy. Also, we will secure interviews for Paul Kollmeyer on radio again this year to help get this important message out.

To summarize, the DNR has asked for a delivery of 100 TV Spots, 1000 Cable Spots and 1200 radio spots for the expenditure of \$40,972. The Yaffe Group will be able to deliver an estimated 133 TV spots, 2000 Cable spots, and 3180 Radio spots. That's an average of \$7.68 per spot excluding dubs and fee.

The Administrative fee is a fixed percent for the initial three (3) year term of the contract and subject to change only as stated in section 1.062

Administrative Fee 17.65 %

