



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

CHANGE NOTICE NO. 1 TO CONTRACT NO. 751B4300021
Between
STATE OF MICHIGAN
and

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor Lancaster Archery Supply, Inc. 21 Graybill Rd. Leola, PA 17540	Primary Contact Jared Weaver
	Email jaredw@lancasterarchery.com
	Telephone 717-556-1347
	Contractor #, Mail Code 2XXXXX6771 / 001

State Contact	DNR Agency	Name	Telephone	Email
Program Manager	Marketing and Outreach	Kathy Garland	313-396-6871	Garlandk3@michigan.gov
Contract Administrator	Procurement Services	Ruth Thole	517-284-5973	tholer@michigan.gov

Initial Contract Summary

Archery Equipment – for Community Archery Program

Effective Date 03/10/2014	Initial Expiration Date 03/09/2017	Initial Available Options Two 1-year	Expiration Date Prior to Change 03/09/2017
Payment Terms Net 30 Days	F.O.B. Delivered	Delivery 28 Days ARO	Shipped From N/A
Minimum Delivery Requirements No minimum order		Alternate Payment Options <input type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (DV)	Extended Purchasing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Description of Change Notice

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

Effective immediately this Contract is approved for Direct Voucher alternate payment method for orders less than \$2,500. For an order less than \$2,500 the authorizing document will be an appropriate Lancaster Archery Supply "Government Agency Program Order Form"; a written State of Michigan Purchase Order will not be required.

Note: Telephone numbers for the DNR Program Manager and Contract Administrator have been corrected.

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

Per Agency request, Contractor agreement, and Procurement Services approval.

Current Contract Value \$100,000.00	Value/Cost of Change Notice \$.00	Estimated Revised Aggregate Contract Value \$100,000.00
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FOR THE CONTRACTOR:

Lancaster Archery Supply, Inc.

 Authorized Agent Signature

Jared Weaver

 Authorized Agent and Title (Print or Type)

9/22/15

Date

FOR THE STATE:

Department of Natural Resources

 Authorized Buyer Signature

Laura Gyorkos / Manager
Procurement Services

 Authorized Buyer (Print or Type)

10/29/15

Date



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

**NOTICE
 OF
 CONTRACT NO. 751B4300021
 Between
 STATE OF MICHIGAN
 and**

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor Lancaster Archery Supply, Inc. 21 Graybill Rd. Leola, PA 17540	Primary Contact Jared Weaver	
	Email jaredw@lancasterarchery.com	
	Telephone 717-556-1347	Contractor #, Mail Code XXXXX6771 / 001

State Contact	DNR Agency	Name	Telephone	Email
Program Manager	Marketing & Outreach	Kathy Garland	517-284-6078	Garlandk3@michigan.gov
Contract Administrator	Procurement Services	Ruth Thole	517-384-5973	tholer@michigan.gov

Contract Summary			
Archery Equipment – for Community Archery Program			
Initial Term 3 years	Effective Date 03/10/2014	Initial Expiration Date 03/09/2017	Available Options Two 1-year
Payment Terms Net 30 Days	F.O.B. Delivered	Delivery 28 Days ARO	Shipped From N/A
Minimum Delivery Requirements No minimum order		Alternate Payment Options <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV)	Available to MiDeal Participants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Miscellaneous Information			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$100,000.00			

THIS IS NOT AN ORDER: Orders for delivery will be issued directly by the Michigan Department of Natural Resources through the issuance of a Purchase Order Form.



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

CONTRACT NO. 751B4300021

**Between
 STATE OF MICHIGAN
 and**

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor Lancaster Archery Supply, Inc. 21 Graybill Rd. Leola, PA 17540	Primary Contact Jared Weaver	
	Email jaredw@lancasterarchery.com	
	Telephone 717-556-1347	Contractor #, Mail Code XXXXX6771 / 001

State Contact	DNR Agency	Name	Telephone	Email
Program Manager	Marketing & Outreach	Kathy Garland	517-284-6078	Garlandk3@michigan.gov
Contract Administrator	Procurement Services	Ruth Thole	517-384-5973	tholer@michigan.gov

Contract Summary			
Archery Equipment – for Community Archery Program			
Initial Term 3 years	Effective Date 03/10/2014	Initial Expiration Date 03/09/2017	Available Options Two 1-year
Payment Terms Net 30 Days	F.O.B. Delivered	Delivery 28 Days ARO	Shipped From N/A
Minimum Delivery Requirements No minimum order		Alternate Payment Options <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV)	Available to MiDeal Participants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Miscellaneous Information			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$100,000.00			

THIS IS NOT AN ORDER: Orders for delivery will be issued directly by the Michigan Department of Natural Resources through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:

Lancaster Archery Supply, Inc.

Firm Name

[Signature]
 Authorized Agent Signature

Jared Weaver
 Authorized Agent (Print or Type)

3/6/14

Date

FOR THE STATE:

Department of Natural Resources

[Signature]
 Signature

**Sharon Walenga-Maynard /
 Manager – Procurement Services**

Name/Title

3/7/14

Date



**STATE OF MICHIGAN
Department of Natural Resources
Procurement Services**

**Contract 751B4300021
Archery Equipment – for Community Archery Programs**

Contract Manager Name: Ruth Thole
Telephone Number: 517-284-5973
E-Mail Address: tholer@michigan.gov

This is a Contract for Archery equipment and accessories as described in the Work Statement (the "Contract Activities").

STANDARD CONTRACT TERMS

This COMMODITIES STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Lancaster Archery Supply, Inc. (“**Contractor**”), a Pennsylvania corporation. This Contract is effective on March 10, 2014 (“**Effective Date**”), and unless terminated, expires on March 9, 2017.

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

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in the **Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in the Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also: (a) be clearly identifiable while on State property by wearing identification issued by the State; and (b) clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:

Ruth Thole
Department of Natural Resources]
Procurement Services
PO Box 30028
Lansing, MI 48909
tholer@michigan.gov
517-284-5973

If to Contractor:

Jared Weaver
Lancaster Archery Supply, Inc.
21 Graybill Road
Leola, PA 17540
jaredw@lancasterarchery.com
717-556-1347

- 3. Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract:

State:

Ruth Thole
Department of Natural Resources]
Procurement Services
525 W. Allegan St., 3rd Floor
Lansing, MI 48933

Contractor:

Jared Weaver
Lancaster Archery Supply, Inc.
21 Graybill Road
Leola, PA 17540
jaredw@lancasterarchery.com

tholer@michigan.gov
517-284-5973

717-556-1347

4. Program Manager. The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract.

State:

Kathy Garland
Department of Natural Resources
Marketing & Outreach
525 W. Allegan St.
Lansing, MI 48933
Garlandk3@michigan.gov
517-284-6078

Contractor:

Jared Weaver
Lancaster Archery Supply, Inc.
21 Graybill Road
Leola, PA 17540
jaredw@lancasterarchery.com
717-556-1347

5. Insurance Requirements. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations</p> <p><u>Deductible Maximum:</u> \$50,000 Each Occurrence</p>	<p>Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.</p>
Workers' Compensation Insurance	
<p><u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
Motor Vehicle Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Per Occurrence</p>	
Employers Liability Insurance	
<p><u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.</p>	

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all

rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

6. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
7. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
8. **Staffing.** The Contract Administrator may require Contractor to remove or reassign personnel by providing good-faith reasons in a notice to Contractor.
9. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
10. **Assignment.** Contractor may not assign this Contract, to any other party, without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
11. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the Board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

12. **Ordering.** Contractor is not authorized to begin performance until receipt of an authorizing Purchase Order.
13. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 16, Delivery.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties'

respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency, within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 14. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
- 15. Risk of Loss.** Until final acceptance, risk of loss or damage remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 16. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 30 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Contract Activities purchased under the Contract are for the State's exclusive use.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes 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 disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT).

The State may set off, from any payment due to Contractor, any amount owed by Contractor.

- 17. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities; Contractor's lost profits; or any additional compensation during a stop work period.
- 18. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set-off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs and any costs the State incurs to procure the Contract Activities from other sources.

- 19. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason including but not limited to appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 23, Transition Responsibilities. The State will pay all reasonable costs, as determined by the State, for State approved "Transition Responsibilities."
- 20. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a reasonable period of time specified by the State (not to exceed 90 days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Contract Activities under the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts ("Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.
- 21. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and its employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of its employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, or warranties contained in this Contract; (b) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of its employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (c) any acts or omissions of Contractor (or any of its employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (a) regular updates on proceeding status; (b) participate in the defense of the proceeding; (c) employ its own counsel; and (d) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section and Section 25, Intellectual Property Indemnification, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 22. Intellectual Property Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and its employees harmless, without limitation,

from and against any claims arising out of or relating to copyright, patent, trademark, or trade secret infringement. Notwithstanding the foregoing, Contractor has no obligation to pay any costs, damages or attorneys' fees related to any infringement claim that arises out of: (a) compliance with designs, plans, or specifications furnished by or on behalf of the State as to any piece of equipment, software, commodity, or service; (b) use of the equipment, software, commodity or service in a manner for which the same was neither designed nor contemplated; or (c) the combination, operation or use of the equipment, software or commodity with equipment, software or commodities not supplied by Contractor under this Contract.

If, in either party's opinion, any piece of equipment, software, commodity or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

23. Limitation of Liability. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

24. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to have to perform under this Contract.

25. State Data. All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

26. Confidentiality. All information of the parties, except information that is: (a) disclosable under the Michigan Freedom Of Information Act (FOIA); (b) otherwise available to the public without breach of this Contract; (c) released in writing by the disclosing party; (d) obtained from a third party with no obligation of confidentiality; (e) publicly disclosed pursuant to federal or state law; or (f) independently developed by the receiving party without reference to Confidential Information of the disclosing party, is confidential information ("**Confidential Information**"). Nothing in this Section will be construed as an obligation to disclose any particular Confidential Information to the other party.

Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but no less than a reasonable degree of care. Neither party will: (a) make any use of Confidential Information of the other except as contemplated by this Contract; (b) acquire any interest or license in or assert any lien against the Confidential Information of the other; or (c) refuse any request to promptly return the other party's Confidential Information. Each party will limit disclosure of the other party's Confidential Information to employees, agents, and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to 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 responsibilities; 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 or any Subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

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

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

If Contractor breaches this Section, it must (a) promptly cure any deficiencies (b) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures, (c) report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 72 hours after becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances, and (d) pay all costs associated with the breach. Contractor and the State will cooperate to mitigate the effects of any breach, intrusion, or unauthorized use or disclosure.

27. Records Maintenance, Inspection, Examination, and Audit. Under MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

28. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract.

29. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

30. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

31. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its

subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

- 32. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 33. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 34. Non-Exclusivity.** Nothing contained in this Contract is intended nor shall be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal or like Contract Activities from other sources.
- 35. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors unless the subcontractor experiences a force majeure and cannot reasonably circumvent the effect through other means. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 36. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executives and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 37. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 38. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 39. Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
- 40. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

- 41. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

- 42. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 43. Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Contract 751B4300021
Archery Equipment for Community Archery Program

EXHIBIT A - STATEMENT OF WORK

This Statement of Work identifies the requirements of the Contract.

BACKGROUND

DNR purchases Archery Equipment for the Community Archery Program (CAP). CAP is a continuum of the National Archery in the School Program through partnerships with non-governmental organizations, local parks and recreational agencies, schools and universities. CAP offers additional avenues for both youth and adults to experience a variety of archery education experiences through recreational archery programs. CAP makes archery and bowhunting education more visible within communities by mainstreaming the sport by providing archery ranges in local multi-use parks and community centers. CAP will require support through materials and resources.

1. SPECIFICATIONS

1.1. Items

Contractor must provide the following Deliverable(s) which conform to the stated specifications.

1.1.1. PSE Discovery Compound Bow

- Bow must be available in 8-20 lb. or 15-29 lb. draw weights; 15"-30" draw length.
- Bow must be available in right-hand and left-hand models.
- Bow must be "ready to shoot" with nocking points, finger guards, and arrow rest installed.
- Right hand bow will be blue; left hand bow will be red.
- User's guide must accompany bow.

1.1.2. PSE Discovery Compound Bow Package

- Bow must be available in 8-20 lb. or 15-29 lb. draw weights; 15"-30" draw length.
- Bow must be available in right-hand and left-hand models.
- Right hand bow will be blue; left hand bow will be red.
- Package must include peep, whisker biscuit, QuikShot arrow rest, 3 pin metal sight w/pin guard, 6 Easton Genesis 30" arrows, caliper wrist release aid and user's guide.

1.1.3. Original Genesis® Compound Bow

- Bow must be 10-20 lb. draw weight; 15"-30" draw length.
- Bow must be available in right-hand and left-hand models.
- Bow must be "ready to shoot" with nocking points, finger guards, and arrow rest installed.
- Right hand bow must be available in all assorted colors offered by Genesis Archery; left hand bow will be lime green.
- User's guide must accompany bow.

1.1.4. Mini-Genesis® Bow

- Bow must be 6-12 lb. draw weight; 14"-25" draw length.
- Bow must be available in right-hand and left-hand models.
- Bow must be "ready to shoot" with nocking points, finger guards, and arrow rest installed.
- Right hand bow must be available in all assorted colors offered by Genesis Archery; left hand bow will be lime green.
- User's guide must accompany bow.

1.1.5. USA Archery Compound Bow Package

- Bow must be available in 15-29 lb. or 25-40 lb. draw weights; 18"-28" draw length.
- Bow must be available in right-hand and left-hand models.
- Bow will be black.
- Package includes nocking point, eliminator release cushion buttons, string peep, whisker biscuit, QuikShot arrow rest, 3 pin metal sight with pin guard, 6 each Easton Genesis 30" arrows, caliper wrist release aid, and user's guide.

1.1.6. USA Archery Recurve Bow Package

- Bow must be available in 62" length, 16 lb. draw weight; or 66" length, 22 lb. draw weight.
- Bow must be available in right-hand and left-hand models.
- Right hand bow will be blue; left hand bow will be black.
- Bow shall have installed durable arrow rest.
- Bowstring shall have installed noksets and finger guards placed for shooting 3 fingers under arrow.

1.1.7. Easton Genesis™ Blue Arrows

- Arrows must be aluminum 7075 alloy, 30 inch, size 1820; 9/32 nock; target point, 3 inch plastic vanes.
- Arrows must be available individually or in package of 60 arrows.

1.1.8. Morrell Eternity Target Butt

- Target shall be 33" with 80-cm. face.

1.1.9. USA Archery Arrow Curtain

- Curtain netting shall be woven polyester material, flame resistant and conforming to NFPA 701 specifications.
- Curtain size shall be 10' x 30'.
- Curtain shall have stainless steel grommets every foot along the top for hanging.
- Clips, hanging cable and tote bag are included with curtain.

1.1.10. USA Archery Maintenance and Repair Kit

Kit shall include:

- Tool/Storage Box with locking latch
- Hex Wrench Set
- Recurve Bow Stringer
- EZ Fletching Jig
- T-Square
- Nok Pliers with 8 noksets
- Serving Thread - 100-yard spool
- 50 each 3" vanes
- 18 each target points for compound bows
- 36 each nocks
- String wax - 1 oz. tube
- Epoxy
- Fletchfast glue
- 6 each spare arrow rests
- Instructions for all parts

1.1.11. Accessories and Replacement Parts

- Indoor/Outdoor range Hold-Up bow rack – holds 8-16 bows
- Outdoor bow hanger – "in-ground" placement
- USA Archery indoor arrow stand – 15" tall x 4" wide
- Hex Key Allen Wrench Set
- Finger Sling
- Paracord Wrist Sling
- Cordura Belt Quiver with hook
- 2-Tube Belt Quiver with hook
- 3-Tube Belt Quiver with Pocket, RH and LH
- Extra Long Armguard
- Target Sight
- 36" Soft Compound Bow Case
- Recurve Bow Stringer

- Basic Padded TD Recurve Bow Soft Case
- Deluxe Padded TD Recurve Bow Soft Case
- 62" Polymer Riser for USA Archery Recurve bow, RH or LH; RH shall be blue; LH shall be black
- 62", 16 lb. limbs for USA Archery Recurve bow
- 66" Polymer Riser for USA Archery Recurve bow, RH or LH; RH shall be red; LH shall be black
- 66", 22 lb. limbs for USA Archery Recurve bow
- Super Arrow Rests, RH or LH
- 62" Dacron Bow String w/Finger Guards
- 66" Dacron Bow String w/Finger Guards
- Finger Tab II – sizes small, medium, large; RH and LH

1.2. Warranty

All Manufacturers' warranties will apply to all items.

2. TIME FRAMES

All Items must be delivered within 28 Calendar Days after receipt of order.

3. STAFFING

3.1. Contractor Representative

The Contractor must appoint one individual (e.g. Service Manager, Product Representative) specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract, answering questions related to ordering and delivery, etc. (the "Contractor Representative"). The Contractor Representative must be available for service calls during the hours of 8:00 am to 5:00 pm Eastern Time.

3.2. Customer Service Toll-Free Number

It is the preference of the State that the Contractor have a toll-free number for the State to make contact with the Contractor Representative.

4. PRICING

4.1. Pricing Period

Pricing is firm for a 365-day period ("**Pricing Period**"). The Pricing Period begins on January 1 of each year of the contract term. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

4.2. Price changes

Prices are subject to change every January, to allow for changes based on actual costs incurred. Requested changes may include increases or decreases in price.

Contractor must submit price changes to DNR, in writing, AT LEAST 30 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. The State reserves the right to request supporting information for proposed modifications (such as copies of manufacturer's invoices or market indicators such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). **Any price changes must be implemented through the issuance of a Contract Change Notice.**

5. ORDERING

5.1. Ordering Document and Verification

The State will place orders by written Purchase Orders, signed by an authorized DNR Procurement Services Buyer, and delivered by U.S. mail, facsimile, or email. The Contractor must have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.

5.2. Minimum Order

The minimum order is one (1) item.

6. DELIVERY

Quoted prices are "F.O.B. Destination" with transportation charges prepaid on all orders. Orders may be delivered to any location within the State of Michigan. Delivery location will be conveyed to the Contractor through issuance of a Purchase Order and CAP Order Form.

7. INVOICE AND PAYMENT

7.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract items; (e) unit price; (f) shipping cost (if any); and (g) total price.

7.2. Payment Terms

Payment terms are Net 30 days.

7.3. Method of Payment

Invoices will be paid by Electronic Funds Transfer.

STATE OF MICHIGAN

Contract 751B4300021
Archery Equipment for Community Archery Program

EXHIBIT B – PRICING

Item #	Item Description	U/M	Price
1	PSE Discovery Compound Bow; 20# draw weight; Right Hand; Blue	Ea	\$129.00
2	PSE Discovery Compound Bow; 20# draw weight; Left Hand; Red	Ea	\$129.00
3	PSE Discovery Compound Bow; 29# draw weight; Right Hand; Blue	Ea	\$129.00
4	PSE Discovery Compound Bow; 29# draw weight; Left Hand; Red	Ea	\$129.00
5	PSE Discovery Compound Bow Package; 20# draw weight; Right Hand; Blue	Ea	\$199.00
6	PSE Discovery Compound Bow Package; 20# draw weight; Left Hand; Red	Ea	\$199.00
7	PSE Discovery Compound Bow Package; 29# draw weight; Right Hand; Blue	Ea	\$199.00
8	PSE Discovery Compound Bow Package; 29# draw weight; Left Hand; Red	Ea	\$199.00
9	Original Genesis® Bow; Right Hand; various colors	Ea	\$119.00
10	Original Genesis® Bow; Left Hand; Lime Green	Ea	\$119.00
11	Mini-Genesis® Bow; Right Hand; various colors	Ea	\$119.00
12	Mini-Genesis® Bow; Left Hand; Lime Green	Ea	\$119.00
13	USA Archery Compound Bow Package; 29# draw weight; Right Hand	Ea	\$229.00
14	USA Archery Compound Bow Package; 40# draw weight; Right Hand	Ea	\$229.00
15	USA Archery Compound Bow Package; 29# draw weight; Left Hand	Ea	\$229.00
16	USA Archery Compound Bow Package; 40# draw weight; Left Hand	Ea	\$229.00
17	USA Archery Recurve Bow Package; 62" length; 16# draw weight; Right Hand; Blue	Ea	\$ 82.00
18	USA Archery Recurve Bow Package; 62" length, 16# draw weight; Left hand; Black	Ea	\$ 82.00
19	USA Archery Recurve Bow Package; 66" length; 22# draw weight; Right Hand; Red	Ea	\$111.00
20	USA Archery Recurve Bow Package; 66" length; 22# draw weight; Left Hand; Black	Ea	\$111.00
21	Easton Genesis Blue Aluminum 30" Arrows (each)	Ea	\$ 2.50
22	Easton Genesis Blue Aluminum 30" Arrows; package of 60 arrows	Pk	\$150.00
23	Morrell 33" Eternity Target Butt w/ 80cm.Face	Ea	\$159.00
24	USA Archery 30' x 10' Arrow Net	Ea	\$282.00

25	USA Archery Maintenance/Repair Kit	Ea	\$ 89.00
26	Indoor/Outdoor Hold-Up Bow Rack- 8-16 bows	Ea	\$189.00
27	Outdoor Bow/Arrow Holder; "in- ground"	Ea	\$ 15.00
28	USA Archery 15" Tall x 4" Indoor Arrow Stand	Ea	\$ 15.00
29	Hex Key Allen Wrench Set (.050-3/16")	Ea	\$ 6.00
30	USA Archery CR Finger Sling	Ea	\$ 2.00
31	USA Archery Paracord Wrist Sling	Ea	\$ 3.00
32	USA Basic Cordura Belt Quiver w/ hook	Ea	\$ 7.00
33	USA Archery 2 Tube Belt Quiver w/ hook	Ea	\$ 12.00
34	USA RH 3 Tube Belt Quiver w/Pocket	Ea	\$ 19.00
35	USA LH 3 Tube Belt Quiver w/Pocket	Ea	\$ 19.00
36	USA Archery Extra Long Armguard	Ea	\$ 10.00
37	USA Archery Target Sight	Ea	\$ 24.00
38	USA A 36" Soft Compound Bow Case	Ea	\$ 18.00
39	USA Archery Recurve Bow Stringer	Ea	\$ 6.00
40	USA Archery Basic Soft TD Bow Case	Ea	\$ 17.00
41	USA Archery Deluxe Soft TD Bow Case	Ea	\$ 20.00
42	USA A 62" Polymer RH Blue Riser Only	Ea	\$ 27.00
43	USA A 62" Polymer LH Black Riser Only	Ea	\$ 27.00
44	USA A 62" 16# Recurve Bow Limbs Only	Ea	\$ 45.00
45	USA A 66" Recurve RH Red Riser Only	Ea	\$ 55.00
46	USA A 66" Recurve LH Black Riser Only	Ea	\$ 55.00
47	USA A 66" 22# Recurve Bow Limbs Only	Ea	\$ 45.00
48	USA A Right Hand Super Arrow Rest	Ea	\$ 2.00
49	USA A Left Hand Super Arrow Rest	Ea	\$ 2.00
50	62" Dacron Bow String w/ Finger Guards	Ea	\$ 9.00
51	66" Dacron Bow String w/ Finger Guards	Ea	\$ 9.00
52	USA Archery Pro Finger Tab II	Ea	\$ 3.00