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

May 15, 2015

# CHANGE NOTICE NO. 1 TO CONTRACT NO. 751B5500025
## Between
## STATE OF MICHIGAN
## and

*Required by authority of 1984 PA 431, as amended.*

| Name and Address of Contractor | Primary Contact | |
|---|---|---|
| **Michigan Rescue Concepts, LLC**<br>**27583 Pratt Road**<br>**Richmond Township, MI 48062** | **Teresa Hoskin** | |
| | Email<br>**teri@michiganrescueconcepts.com** | |
| | Telephone<br>**877-469-1033** | Contractor #, Mail Code<br>**2XXXXX6982 / 001** |

| State Contact | Agency | Name | Telephone | Email |
|---|---|---|---|---|
| Program Manager | Law Enforcement Division | Dorene Sandoval | 517-284-6018 | sandovald@michigan.gov |
| Contract Administrator/Buyer | Procurement Services | Ruth Thole | 517-284-5973 | tholer@michigan.gov |

**Initial Contract Summary**

**Mustang Survival Brand Flotation and Hypothermia Apparel – Customized for DNR**

| Effective Date | Initial Expiration Date | Initial Available Options | Expiration Date Prior to Change |
|---|---|---|---|
| **05/01/2015** | **04/30/2018** | **Two 1-year** | **04/30/2018** |
| Payment Terms<br>**1%/10; net 30 days** | F.O.B.<br>**Destination** | Delivery<br>**8 weeks ARO for custom** | Shipped From<br>**N/A** |
| Minimum Delivery Requirements<br>**10 items or $3,000** | | Alternate Payment Options<br>☐ P-Card ☐ Direct Voucher (DV) | Available to MiDeal Participants<br>☐ Yes ☒ No |

**Description of Change Notice**

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

**Effective immediately, Mustang Survival item MD3196, Compact Tactical Life Preserver, is added to the contract per attached Price Sheet.**

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

**Per Agency request, Contractor agreement, and DNR Procurement approval.**

| Value/Cost of Change Notice | Estimated Revised Aggregate Contract Value |
|---|---|
| $ .00 | 362285.97 |

**FOR THE CONTRACTOR:**

**Michigan Rescue Concepts, LLC**

Teresa Hoskin
Authorized Agent Signature

**Teresa Hoskin / Owner**
Authorized Agent and Title (Print or Type)

5/14/15
Date

**FOR THE STATE:**

**Department of Natural Resources**

Laura Gyorkos
Authorized Buyer Signature

**Laura Gyorkos / Purchasing Manager**
Authorized Buyer (Print or Type)

5/15/15
Date

Attachment to Change Notice 1 to Contract 751B5500025

| PRICE SHEET | | | |
|---|---|---|---|
| **Item #** | **Model #** | **Description** | **Unit Price** |
| 32 | MD3196 | HIT inflatable Compact Tactical Life Preserver<br>Customization: None.<br>Color: Black<br>Size: 1 size fits most. | $ 330.00 |

May 11, 2015

Michigan Department of Natural Resources – Procurement Services
P.O. Box 30028, Lansing, MI 48909
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# NOTICE
# OF
# CONTRACT NO. 751B5500025
## Between
## STATE OF MICHIGAN
## and

*Required by authority of 1984 PA 431, as amended.*

| Name and Address of Contractor | Primary Contact | |
|---|---|---|
| **Michigan Rescue Concepts, LLC**<br>**27583 Pratt Road**<br>**Richmond Township, MI 48062** | **Teresa Hoskin** | |
| | Email<br>**teri@michiganrescueconcepts.com** | |
| | Telephone<br>**877-469-1033** | Contractor #, Mail Code<br>**2XXXXX6982 / 001** |

| State Contact | DNR Agency | Name | Telephone | Email |
|---|---|---|---|---|
| Program Manager | Law Enforcement Division | Dorene Sandoval | 517-284-6018 | sandovald@michigan.gov |
| Contract Administrator/Buyer | Procurement Services | Ruth Thole | 517-284-5973 | tholer@michigan.gov |

| Contract Summary | | | |
|---|---|---|---|
| **Mustang Survival Brand Flotation and Hypothermia Apparel – Customized for DNR** | | | |
| Initial Term<br>**3 years** | Effective Date<br>**05/01/2015** | Initial Expiration Date<br>**04/30/2018** | Available Options<br>**Two 1-year** |
| Payment Terms<br>**1%/10; net 30 days** | F.O.B.<br>**Destination** | Delivery<br>**8 weeks ARO for custom** | Shipped From<br>**N/A** |
| Minimum Delivery Requirements<br>**10 items or $3,000** | | Alternate Payment Options<br>☐ P-Card ☐ Direct Voucher (DV) | Available to MiDeal Participants<br>☐ Yes ☒ No |
| Miscellaneous Information<br>Orders less than $3,000 will incur actual shipping and handling costs. | | | |
| **ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: $562,285.97** | | | |

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

# CONTRACT NO. 751B5500025
## Between
## STATE OF MICHIGAN
## and

*Required by authority of 1984 PA 431, as amended.*

| Name and Address of Contractor | Primary Contact | |
|---|---|---|
| **Michigan Rescue Concepts, LLC**<br>**27583 Pratt Road**<br>**Richmond Township, MI 48062** | **Teresa Hoskin** | |
| | Email<br>**teri@michiganrescueconcepts.com** | |
| | Telephone<br>**877-469-1033** | Contractor #, Mail Code<br>**2XXXXX6982 / 001** |

| State Contact | DNR Agency | Name | Telephone | Email |
|---|---|---|---|---|
| Program Manager | Law Enforcement Division | Dorene Sandoval | 517-284-6018 | sandovald@michigan.gov |
| Contract Administrator/Buyer | Procurement Services | Ruth Thole | 517-284-5973 | tholer@michigan.gov |

**Contract Summary**

**Mustang Survival Brand Flotation and Hypothermia Apparel – Customized for DNR**

| Initial Term | Effective Date | Initial Expiration Date | Available Options |
|---|---|---|---|
| **3 years** | **05/01/2015** | **04/30/2018** | **Two 1-year** |
| Payment Terms<br>**1%/10; net 30 days** | F.O.B.<br>**Destination** | Delivery<br>**8 weeks ARO for custom** | Shipped From<br>**N/A** |
| Minimum Delivery Requirements<br>**10 items or $3,000** | | Alternate Payment Options<br>☐ P-Card ☐ Direct Voucher (DV) | Available to MiDeal Participants<br>☐ Yes ☒ No |

Miscellaneous Information

Orders less than $3,000 will incur actual shipping and handling costs.

**ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: $562,285.97**

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of the inquiry bearing the solicitation No. 075115B0004301. 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:**

**Michigan Rescue Concepts, LLC**
Firm Name

Teresa Hoskin
Authorized Agent Signature

**Teresa Hoskin / Owner**
Authorized Agent (Print or Type)

4/28/15
Date

**FOR THE STATE:**

**Department of Natural Resources**

Laura Gyorkos
Signature

**Laura Gyorkos / Purchasing Manager**
Name/Title

5/11/15
Date

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

**Contract 751B5500025**
**Mustang Survival Brand Flotation and Hypothermia Apparel – Customized for DNR**


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


This is a Contract for Flotation and Hypothermia Apparel as described in Exhibit A (the “Contract Activities”).

# STATE OF MICHIGAN

**Contract 751B5500025**
**Mustang Survival Brand Flotation and Hypothermia Apparel – Customized for DNR**

## EXHIBIT A
## STATEMENT OF WORK
## CONTRACT ACTIVITIES

This exhibit identifies the requirements of this Contract.

**1. Contract Activities Specifications:**

**A. Items:** All items must be Mustang Survival brand and the specified model.

1) Hydrostatic Inflator Technology (HIT) inflatable Personal Flotation Device (PFD) for Law Enforcement; model MD3183 LE.

   a) Color: Olive/Black.

   b) PFD must be customized by removing the Mustang Survival logo from the left side and placing the logo on the right side of the PFD. Michigan Conservation Officer shield patch (see Spec 3 attachment) shall be applied to the left side of the PFD where the Mustang Survival logo was originally located.

2) Flotation Vest with four (4) front pockets; model MV3128 T2; customized.

   a) Color: Olive Drab Green (custom color) or Orange.

   b) Sizes X-small, Small, Medium, Large, X-large, XX-large, XXX-large.

   c) Vest must be customized by removing the Mustang Survival logo from the left side and placing the logo on the right side of the PFD. Michigan Conservation Officer shield patch (see Spec 3 attachment) shall be applied to the left side of the PFD where the Mustang Survival logo was originally located.

3) Flotation Vest with four (4) front pockets; model MV3128 T2; no customization.

   a) Color: Orange.

   b) Sizes X-small, Small, Medium, Large, X-large, XX-large, XXX-large.

4) Classic Flotation Bomber Jacket <u>without</u> reflective tape; model MJ6214 T1.

   a) Color: Olive Drab Green (custom color).

   b) Sizes X-small, Small, Medium, Large, X-large, XX-large, XXX-large.

   c) Jacket must be customized by removing the SOLAS reflective tape from both upper chest (shoulder) areas. Michigan Conservation Officer patch shall be applied to each shoulder and Conservation Officer shield patch shall be applied to the left side pocket (see Spec 1 attachment).

5) Classic Flotation Bomber Jacket with reflective tape; model MJ6214 T1.

   a) Color: Orange.

   b) Sizes X-small, Small, Medium, Large, X-large, XX-large, XXX-large.

   c) Jacket must be customized by applying Michigan Conservation Officer patch to each shoulder and applying Michigan Conservation Officer shield patch to the left side pocket (see Spec 1 attachment).

6) Coverall and Flotation Work Suit; model MS2175; customized for Conservation Officer.

   a) Color: Orange.

   b) Sizes X-small, Small, Medium, Large, X-large, XX-large, XXX-large.

c) Suit must be customized by removing the Mustang Survival logo from the left side and placing the logo on the right side of the suit. Michigan Conservation Officer patch shall be applied to each shoulder and Michigan Conservation Officer shield patch shall be applied to the left side of the suit (see Spec 1 attachment) where the Mustang Survival logo was originally located.

7) Coverall and Flotation Work Suit; model MS2175; customized for DNR.

   a) Color: Orange.

   b) Sizes X-small, Small, Medium, Large, X-large, XX-large, XXX-large.

   c) Suit must be customized by applying Michigan DNR patch to each shoulder (see Spec 2 attachment).

8) Catalyst Flotation Jacket; model MJ5244.

   a) Color: Black.

   b) Sizes X-small, Small, Medium, Large, X-large, XX-large, XXX-large.

   c) Jacket must be customized by removing the Mustang Survival logo from the left side and placing the logo on the right side of the jacket. Michigan Conservation Officer patch shall be applied to each shoulder and Michigan Conservation Officer shield patch shall be applied to the left side of the suit (see Spec 1 attachment) where the Mustang Survival logo was originally located.

9) Catalyst Flotation Jacket; model MJ5244.

   a) Color: Black.

   b) Sizes X-small, Small, Medium, Large, X-large, XX-large, XXX-large.

   c) Jacket must be customized by applying Michigan DNR patch to each shoulder (see Spec 2 attachment).

10) Catalyst Flotation Pant; model MP4240.

   a) Color: Black.

   b) Sizes X-small, Small, Medium, Large, X-large, XX-large, XXX-large.

11) Integrity Flotation Bomber Jacket; model MJ6224.

   a) Color: Orange/Carbon.

   b) Sizes X-small, Small, Medium, Large, X-large, XX-large, XXX-large.

   c) Jacket must be customized by applying Michigan DNR patch to each shoulder (see Spec 2 attachment).

12) Integrity HX Flotation Bib Pant; model MP4225 HX.

   a) Color: Black/Carbon.

   b) Sizes X-small, Small, Medium, Large, X-large, XX-large.

13) Neoprene Cold Water Immersion Suit with Harness – Adult Universal; model MIS230 HR.

   a) Color: Red.

   b) Fits height up to 75”; weight 110 – 330 lbs.

14) Neoprene Cold Water Immersion Suit with Harness – Adult Oversize; model MIS240 HR.

   a) Color: Red.

   b) Fits height up to 75”; weight 225 – 375 lbs.

15) Membrane Inflatable Technology™ (MIT) 100 Inflatable PFD; model MD2016 T1.

   a) Color: Orange/Black.

16) Sentinel Series Tactical Operations Dry Suit; model MSD674 TO.

a) Color: Sepia or Black.

b) Sizes X-small, Small, Medium, Large, Large1, Large2, X-large, XX-large, XXX-large; all sizes in Short, Regular, and Long lengths.

c) Dry Suit must be customized by removing the Mustang Survival logo from the left side and placing the logo on the right side of the jacket. Michigan Conservation Officer patch shall be applied to each shoulder and Michigan Conservation Officer shield patch shall be applied to the left side of the suit (see Spec 1 attachment) where the Mustang Survival logo was originally located.

17) Sentinel Series Dry Suit Liner: model MSL600 GS

a) Color: Black.

b) Sizes X-small, Small, Medium, Large, Large1, Large2, X-large, XX-large, XXX-large; all sizes in Short, Regular, and Long lengths.

**B. Customization:** The Contractor is responsible for customizing items as specified in **Contract Activities Specifications; Section A, Items**.

1) Provide custom color Olive Drab Green for specific items as specified in **Section A, Items**.

2) Patches must be sewn to specific items as specified in **Section A, Items**; thread must be inconspicuous against the patch.

a) Removing the Mustang Survival logo from the left side of items as specified in **Section A, Items** and applying the logo to the right side of the item.

b) Applying Michigan Conservation Officer shield patch to items as specified in **Section A, Items**.

c) Applying Michigan Conservation Officer shoulder patch to both shoulders of items as specified in **Section A, Items**.

d) Applying Michigan DNR shoulder patch to both shoulders of items as specified in **Section A, Items**.

**C. Patches:** The State is responsible for providing to Contractor all required patches – Michigan Conservation Officer shield patch, Michigan Conservation Officer shoulder patch, and Michigan DNR shoulder patch – required for customization.

## 2. Warranties

Items are warrantied against manufacturer's defects for a period of one (1) year. Contractor will handle any repairs or replacements for defective items. The Contractor will be responsible for the replacement, at no cost to the State, of any items that may be damaged during shipment.

## 3. Contractor Staffing

### A. Contractor Representative

The Contractor will appoint one individual who will be directly responsible for the day-to-day operations of the Contract, and who will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least three business days before removing or assigning a new Contractor Representative

### B. Availability

The Contractor Representative will be available for calls during the hours of 8:00 am to 5:00 pm Eastern Time.

### C. Disclosure of Subcontractors

No subcontractors will be utilized in the performance of this Contract.

## 4. Pricing

### A. Price term

Prices are firm with prospective renegotiation each January during the Contract term.

### B. Price Changes

Adjustments will be based on changes in actual Contractor costs. ***Any request by the Contractor for a price increase must be supported by written evidence documenting the change in costs.*** The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

## 5. Ordering

A Purchase Order is the appropriate authorizing document for ordering and payment of Contract Activities. Quantities specified, if any, are estimates and the State is not obligated to purchase in these or any other quantities. The Contractor is not authorized to begin performance until receipt of a Purchase Order.

## 6. Delivery

### A. Delivery Locations

Orders will typically be delivered to:

Michigan Department of Natural Resources
Law Enforcement Division Warehouse
3111 W. St. Joseph St.
Lansing, MI 48917

However, the State may request delivery to any DNR location within the State of Michigan.

### B. Delivery Time Frame

The initial order following execution of the Contract shall be delivered by June 30, 2015. Subsequent orders shall be delivered approximately eight (8) weeks from receipt of order, including patches for customization. Delivery of non-customized items will vary depending upon manufacturer's available stock.

### C. Minimum Order

Minimum order requirement is 10 items and $3,000.00. Orders less than $3,000.00 will incur additional shipping and handling fees.

### D. Delivery Term

Prices are be "F.O.B. Destination" with free delivery on all orders that meet the minimum order requirement of 10 items and $3,000.00 per order.

## 7. Acceptance

All commodities and/or services to be furnished hereunder must conform to the specifications as noted in the contract. The acceptance process is defined in Section 13, Acceptance of the Standard Contract Terms.

## 8. Invoicing and Payment

**A.** All invoices submitted to the State must include: (a) date; (b) purchase order number; (c) quantity; (d) description of the Contract Activities; (e) unit price; and (f) total price.

**B.** The Contractor offers a 1% quick payment discount if invoices are paid within 10 days; otherwise payment terms are Net 30 Days. The number of days for quick payment must not include processing time for payment to be received by the Contractor's financial institution.

**C.** The State will only disburse payments through Electronic Funds Transfer (EFT).

# STATE OF MICHIGAN

**Contract 751B5500025**

**Mustang Survival Brand Flotation and Hypothermia Apparel – Customized for DNR**

**EXHIBIT B**
**PRICING**

| PRICE SHEET | | | | |
|---|---|---|---|---|
| **Item #** | **Model #** | **Description** | **Est. 3 yr Qty** | **Unit Price** |
| 1 | MD3183 LE | HIT inflatable PFD for Law Enforcement.<br>Customization: Remove Mustang Survival logo from the left side and place logo on right side of the PFD. Michigan Conservation Officer shield patch (see Spec 3 attachment) shall be applied to the left side of the PFD where the Mustang Survival logo was originally located.<br>Color: Olive/Black<br>Size: 1 size fits most. | 150 | $ 216.80 |
| 2 | MV3128 T2 | Flotation Vest with four (4) front pockets.<br>Customization: Remove Mustang Survival logo from left side and place logo on the right side of vest. Michigan Conservation Officer shield patch (see Spec 3 attachment) shall be applied to the left side of the vest where the Mustang Survival logo was originally located.<br>Color: OD Green (custom color)<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 150 | $ 78.77 |
| 3 | MV3128 T2 | Flotation Vest with four (4) front pockets.<br>Customization: Remove Mustang Survival logo from left side and place logo on the right side of vest. Michigan Conservation Officer shield patch (see Spec 3 attachment) shall be applied to the left side of the vest where the Mustang Survival logo was originally located.<br>Color: OD Green (custom color)<br>Extended Sizes: XXX-large and larger | 50 | $ 85.50 |
| 4 | MV3128 T2 | Flotation Vest with four (4) front pockets.<br>Customization: Remove Mustang Survival logo from left side and place logo on the right side of vest. Michigan Conservation Officer shield patch (see Spec 3 attachment) shall be applied to the left side of the vest where the Mustang Survival logo was originally located.<br>Color: Orange<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 150 | $ 73.22 |

| PRICE SHEET | | | | |
|---|---|---|---|---|
| **Item #** | **Model #** | **Description** | **Est. 3 yr Qty** | **Unit Price** |
| 5 | MV3128 T2 | Flotation Vest with four (4) front pockets.<br>Customization: Remove Mustang Survival logo from left side and place logo on the right side of vest. Michigan Conservation Officer shield patch (see Spec 3 attachment) shall be applied to the left side of the vest where the Mustang Survival logo was originally located.<br>Color: Orange<br>Extended Sizes: XXX-large and larger | 50 | $ 79.96 |
| 6 | MV3128 T2 | Flotation Vest with four (4) front pockets.<br>Customization: None.<br>Color: Orange<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 60 | $ 29.93 |
| 7 | MV3128 T2 | Flotation Vest with four (4) front pockets.<br>Customization: None.<br>Color: Orange<br>Extended Sizes: XXX-large and larger | 20 | $ 32.91 |
| 8 | MJ6214 T1 | Classic Flotation Bomber Jacket <u>without</u> reflective tape<br>Customization: Remove SOLAS reflective tape from both upper chest (shoulder) areas. Michigan Conservation Officer patch shall be applied to each shoulder and Michigan Conservation Officer shield patch shall be applied to the left side pocket (see Spec 1 attachment)<br>Color: OD Green (custom color)<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 150 | $ 214.71 |
| 9 | MJ6214 T1 | Classic Flotation Bomber Jacket <u>without</u> reflective tape<br>Customization: Remove SOLAS reflective tape from both upper chest (shoulder) areas. Michigan Conservation Officer patch shall be applied to each shoulder and Michigan Conservation Officer shield patch shall be applied to the left side pocket (see Spec 1 attachment)<br>Color: OD Green (custom color)<br>Extended Sizes: XXX-large and larger | 50 | $ 234.43 |
| 10 | MJ6214 T1 | Classic Flotation Bomber Jacket <u>with</u> reflective tape<br>Customization: Apply Michigan Conservation Officer patch to each shoulder and apply shield patch to the left side pocket (see Spec 1 attachment)<br>Color: Orange<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 150 | $ 214.15 |

| PRICE SHEET | | | | |
|---|---|---|---|---|
| **Item #** | **Model #** | **Description** | **Est. 3 yr Qty** | **Unit Price** |
| 11 | MJ6214 T1 | Classic Flotation Bomber Jacket with reflective tape<br>Customization: Apply Michigan Conservation Officer patch to each shoulder and apply shield patch to the left side pocket (see Spec 1 attachment)<br>Color: Orange<br>Extended Sizes: XXX-large and larger | 50 | $ 234.77 |
| 12 | MS2175 | Coverall and Flotation Work Suit customized for Conservation Officer<br>Customization: Remove Mustang Survival logo from left side and place logo on right side of the suit. Michigan Conservation Officer patch shall be applied to each shoulder and Michigan Conservation Officer shield patch shall be applied to the left side of the suit (see Spec 1 attachment) where the Mustang Survival logo was originally located<br>Color: Orange<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 150 | $ 419.33 |
| 13 | MS2175 | Coverall and Flotation Work Suit customized for Conservation Officer<br>Customization: Remove Mustang Survival logo from left side and place logo on right side of the suit. Michigan Conservation Officer patch shall be applied to each shoulder and Michigan Conservation Officer shield patch shall be applied to the left side of the suit (see Spec 1 attachment) where the Mustang Survival logo was originally located<br>Color: Orange<br>Extended Sizes: XXX-large and larger | 50 | $ 459.56 |
| 14 | MS2175 | Coverall and Flotation Work Suit customized for Michigan DNR<br>Customization: Apply Michigan DNR patch to each shoulder (see Spec 2 attachment).<br>Color: Orange<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 60 | $ 414.06 |
| 15 | MS2175 | Coverall and Flotation Work Suit customized for Michigan DNR<br>Customization: Apply Michigan DNR patch to each shoulder (see Spec 2 attachment).<br>Color: Orange<br>Extended Sizes: XXX-large and larger | 20 | $ 454.02 |

| PRICE SHEET | | | | |
|---|---|---|---|---|
| **Item #** | **Model #** | **Description** | **Est. 3 yr Qty** | **Unit Price** |
| 16 | MJ5244 | Catalyst Flotation Jacket<br>Customization: Remove Mustang Survival logo from left side and place logo on right side of the suit. Michigan Conservation Officer patch shall be applied to each shoulder and Michigan Conservation Officer shield patch shall be applied to the left side of the suit (see Spec 1 attachment) where the Mustang Survival logo was originally located<br>Color: Black<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 150 | $ 466.20 |
| 17 | MJ5244 | Catalyst Flotation Jacket<br>Customization: Remove Mustang Survival logo from left side and place logo on right side of the suit. Michigan Conservation Officer patch shall be applied to each shoulder and Michigan Conservation Officer shield patch shall be applied to the left side of the suit (see Spec 1 attachment) where the Mustang Survival logo was originally located<br>Color: Black<br>Extended Sizes: XXX-large and larger | 50 | $ 511.71 |
| 18 | MJ5244 | Catalyst Flotation Jacket<br>Customization: Apply Michigan DNR patch to each shoulder (see Spec 2 attachment).<br>Color: Black<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 60 | $ 449.55 |
| 19 | MJ5244 | Catalyst Flotation Jacket<br>Customization: Apply Michigan DNR patch to each shoulder (see Spec 2 attachment).<br>Color: Black<br>Extended Sizes: XXX-large and larger | 10 | $ 495.79 |
| 20 | MP4240 | Catalyst Flotation Pant<br>Customization: None<br>Color: Black<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 150 | $ 220.89 |
| 21 | MP4240 | Catalyst Flotation Pant<br>Customization: None<br>Color: Black<br>Extended Sizes: XXX-large and larger | 50 | $ 242.99 |
| 22 | MJ6224 | Integrity Flotation Bomber Jacket<br>Customization: Apply Michigan DNR patch to each shoulder (see Spec 2 attachment).<br>Color: Orange/Carbon<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 60 | $ 289.14 |

| PRICE SHEET | | | | |
|---|---|---|---|---|
| **Item #** | **Model #** | **Description** | **Est. 3 yr Qty** | **Unit Price** |
| 23 | MJ6224 | Integrity Flotation Bomber Jacket<br>Customization: Apply Michigan DNR patch to each shoulder (see Spec 2 attachment).<br>Color: Orange/Carbon<br>Extended Sizes: XXX-large and larger | 10 | $ 315.64 |
| 24 | MP4225 HX | Integrity HX Flotation Bib Pant<br>Customization: None<br>Color: Black/Carbon<br>Standard Sizes: X-small, Small, Medium, Large, X-large, XX-large | 60 | $ 234.20 |
| 25 | MIS230 HR | Neoprene Cold Water Immersion Suit with Harness – Adult Universal<br>Customization: None<br>Color: Red<br>Standard Size: Fits height up to 75"; weight 110 – 330 lbs | 50 | $ 285.56 |
| 26 | MIS240 HR | Neoprene Cold Water Immersion Suit with Harness – Adult Oversize<br>Customization: None<br>Color: Red<br>Extended Size: Fits height up to 75"; weight 225 – 375 lbs | 50 | $ 315.00 |
| 27 | MD2016 T1 | MIT 100 Inflatable PFD<br>Customization: None<br>Color: Orange/Black<br>Size: 1 size fits most. | 60 | $ 93.24 |
| 28 | MSD674 TO | Sentinel Series Tactical Operations Dry Suit.<br>Customization: Remove Mustang Survival logo from the left side and place logo on right side of the Dry Suit. Michigan Conservation Officer patch shall be applied to each shoulder and Conservation Officer Shield patch shall be applied to the left side. (See Spec 1 attachment).<br>Color: Sepia or Black<br>Size: Short: X-Small, Small, Medium, Large, Large1, Large2, X-Large, XX-Large<br>Regular: X-Small, Small, Medium, Large, Large1, Large2, X-Large, XX-Large<br>Long: X-Small, Small, Medium, Large, Large1, Large2, X-Large, XX-Large | 15 | $ 1,373.39 |

| PRICE SHEET | | | | |
|---|---|---|---|---|
| **Item #** | **Model #** | **Description** | **Est. 3 yr Qty** | **Unit Price** |
| 29 | MSD674 TO | Sentinel Series Tactical Operations Dry Suit.<br>Customization: Remove Mustang Survival logo from the left side and place logo on right side of the Dry Suit. Michigan Conservation Officer patch shall be applied to each shoulder and Conservation Officer Shield patch shall be applied to the left side. (See Spec 1 attachment).<br>Color: Sepia or Black<br>Size: Short: XXX-Large<br>Regular: XXX-Large<br>Long: XXX-Large | 3 | $ 1,505.74 |
| 30 | MSL600 GS | Sentinel Series Dry Suit Liner<br>Color: Black<br>Size: Short: X-Small, Small, Medium, Large, Large1, Large2, X-Large, XX-Large<br>Regular: X-Small, Small, Medium, Large, Large1, Large2, X-Large, XX-Large<br>Long: X-Small, Small, Medium, Large, Large1, Large2, X-Large, XX-Large | 15 | $ 139.45 |
| 31 | MSL600 GS | Sentinel Series Dry Suit Liner<br>Color: Black<br>Size: Short: XXX-Large<br>Regular: XXX-Large<br>Long: XXX-Large | 3 | $ 139.45 |
| Total Estimated Value of Contract | | | | |

# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Michigan Rescue Concepts, LLC (the "**Contractor")**, a Michigan limited liability company. This Contract is effective on May 1, 2015 ("**Effective Date**"), and unless terminated, expires on April 30, 2018.

This Contract may be renewed for up to two (2) additional one (1) year periods. Renewal must be by written agreement of the parties.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – 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 Exhibit A.

   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) 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; and (h) 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 be clearly identifiable while on State property and 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, Buyer
   Department of Natural Resources
   Procurement Services
   PO Box 30028
   Lansing, MI 48909
   tholer@michigan.gov
   517-284-5973

   If to Contractor:
   Teresa Hoskin, Owner
   Michigan Rescue Concepts, LLC
   27583 Pratt Road
   Richmond Township, MI 48062
   teri@michiganrescueconcepts.com
   877-469-1033

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

   State:
   Ruth Thole, Buyer
   Department of Natural Resources
   Procurement Services

   Contractor:
   Teresa Hoskin, Owner
   Michigan Rescue Concepts, LLC
   27583 Pratt Road

PO Box 30028
Lansing, MI 48909
tholer@michigan.gov
517-284-5973

Richmond Township, MI 48062
teri@michiganrescueconcepts.com
877-469-1033

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:
Dorene Sandoval
Department of Natural Resources
Law Enforcement Division
Constitution Hall, 4th Floor
525 W Allegan Street
Lansing, MI 48933
sandovald@michigan.gov
517-284-6018

Contractor:
Teresa Hoskin, Owner
Michigan Rescue Concepts, LLC
27583 Pratt Road
Richmond Township, MI 48062
teri@michiganrescueconcepts.com
877-469-1033

5. **Performance Guarantee**. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request.

6. **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** | |
| Minimal Limits:<br>$1,000,000 Each Occurrence Limit<br>$1,000,000 Personal & Advertising Injury Limit<br>$2,000,000 General Aggregate Limit<br>$2,000,000 Products/Completed Operations<br><br>Deductible Maximum:<br>$50,000 Each Occurrence | Contractor must have their policy 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 0. |
| **Motor Vehicle Insurance** | |
| Minimal Limits:<br>$1,000,000 Per Occurrence | |
| **Workers' Compensation Insurance** | |
| Minimal Limits:<br>Coverage according to applicable laws governing work activities. | Waiver of subrogation, except where waiver is prohibited by law. |
| **Employers Liability Insurance** | |
| Minimal Limits:<br>$100,000 Each Accident<br>$100,000 Each Employee by Disease<br>$500,000 Aggregate Disease. | |

If any of the required policies provide **claim-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a

retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work..

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.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **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.

8. **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.

9. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

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 a purchase order issued by the State.

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 19, Termination for Cause.

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, within the State premises with transportation and handling charges paid by Contractor. All containers and packaging becomes the State's exclusive property upon acceptance.

15. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities 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 calendar 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 calendar 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. **Warranty Period**. The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

17. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 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 Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    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). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

    Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

18. **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 calendar 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.

19. **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 Section 20, Termination for Convenience.

    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.

20. **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 21, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

21. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar 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 at 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 (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

22. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and 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 Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) 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 Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's 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: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) 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, 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.

23. **Infringement Remedies.** 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.

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

25. **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 possess in order to perform under this Contract.

26. **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.

27. **Non-Disclosure of Confidential Information**. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

    a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on

behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. 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.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

**28. Records Maintenance, Inspection, Examination, and Audit.** 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 calendar 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.

**29. 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, which entitles the State to terminate this Contract under Section 19, Termination for Cause.

30. **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.

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

32. **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.

33. **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.

34. **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.

35. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will 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.

36. **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. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

37. **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 executive 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.

38. **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.

39. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

40. **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.

41. **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.

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

43. **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.

44. **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**").

**ATTACHMENT 1 – Spec 1 Patch Placement**

**PLACEMENT OF PATCHES ON MUSTANG JACKETS**

**Michigan Conservation Officers (Spec. 1)**

Michigan Conservation Officer shoulder patches shall be placed one on each shoulder centered and ½ inch below the shoulder seam.

The State of Michigan shield patch one each garment shall be placed and centered on the left front over the manufactures logo patch or in the same area centered for best appearance

## ATTACHMENT 2 – Spec 2 Patch Placement

**PLACEMENT OF PATCHES ON MUSTANG JACKETS**

**Michigan DNR (Spec. 2)**

Michigan DNR shoulder patches shall be placed one on each shoulder centered and ½ inch below the shoulder seam.

**ATTACHMENT 3 – Spec 3 Patch Placement**

PLACEMENT OF PATCHES ON PFD
Michigan Conservation Officer (Spec. 3)

The State of Michigan shield patch one each per garment shall be placed and centered on the left front side approx. 5 inches down from top of shoulder and centered for best appearance.