



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Licensing and Regulatory Affairs
611 W. OTTAWA ST., LANSING, MICHIGAN 48913
P.O. BOX 30004 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2
to
Contract Number 641B4300003

CONTRACTOR	Hopewell Designs, Inc. 5940 Gateway Drive Alpharetta, GA 30004 Ms. Joy S. Garrett Marketing Coordinator joy.garrett@hopewelldesigns.com 770-667-5770
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STATE	Renee Kugler 517-284-7819 kuglerr@michigan.gov	LARA
	Shay Gaffey Purchasing & Office Services Department of Licensing and Regulatory Affairs 611 Ottawa Bldg, 4 th Floor PO Box 30004 Lansing, MI 48909 517-335-1971	LARA

CONTRACT SUMMARY				
DESCRIPTION: LARA-Irradiator Maintenance Agreement				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
03/01/2014	02/28/18	2 (1-Year)	02/28/2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 30		N/A		
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING		
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV)		<input type="checkbox"/> Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		February 28, 2020
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$28,115.00		\$6,140.00	\$34,255.00	
DESCRIPTION: This contract is hereby increased to \$34,255.00 and exercising the second of (two) one year options to February 28, 2020. All other terms of this agreement remain unchanged and in effect.				

FOR THE CONTRACTOR:

Hopewell Designs, Inc.
Company Name



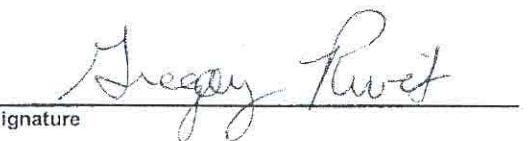
Authorized Agent Signature

Joy Garrett

Authorized Agent (Print or Type)

March 19, 2019
Date

FOR THE STATE:



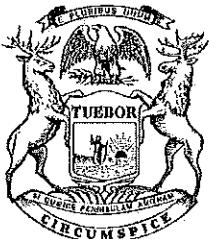
Signature

Gregory Rivet, Purchasing Director
Name & Title

Department of Licensing & Regulatory Affairs

Agency

3-19-19
Date



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Licensing and Regulatory Affairs
611 W. OTTAWA ST., LANSING, MICHIGAN 48913
P.O. BOX 30004 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1

to

Contract Number 641B4300003

CONTRACTOR	Hopewell Designs, Inc.
	5940 Gateway Drive
	Alpharetta, GA 30004
	Ms. Joy S. Garrett Marketing Coordinator joy.garrett@hopewelldesigns.com
	770-667-5770

STATE	Project Manager	Renee Kugler	LARA
		517-284-7819	
STATE	Contract Administrator	kuglerr@michigan.gov	
		Shay Gaffey Purchasing & Office Services Department of Licensing and Regulatory Affairs 611 Ottawa Bldg, 4 th Floor PO Box 30004 Lansing, MI 48909	LARA
		517-335-1971	

CONTRACT SUMMARY				
DESCRIPTION: LARA-Irradiator Maintenance Agreement	INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
03/01/2014	02/28/18	2 (1-Year)	02/28/2018	
PAYMENT TERMS			DELIVERY TIMEFRAME	
NET 30			N/A	
ALTERNATE PAYMENT OPTIONS				
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		February 28, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$122,155.00	\$5,960.00	\$128,115.00		
DESCRIPTION: This contract is hereby increased to \$128,115.00 and exercising the first of two one year options to February 28, 2019. All other terms of this agreement remain unchanged and in effect.				

FOR THE CONTRACTOR:

Hopewell Designs, Inc.
Company Name

Joy S. Garrett
Authorized Agent Signature

Joy Garrett

Authorized Agent (Print or Type)

January 25, 2018
Date

FOR THE STATE:

Gregory Rivet
Signature

Gregory Rivet, Purchasing Director
Name & Title

Department of Licensing & Regulatory Affairs

Agency

1-24-2018
Date

Hopewell Designs Inc

5940 Gateway Drive, Alpharetta, GA 30004 (770) 667-5770, Fax (770) 667-7539

Proposal

Valid for 60 Days

TO: Donald E. Parry
Radiation Safety Section
Michigan Department of Licensing and Regulatory Affairs

Phone: 517-284-7818
Parryd@michigan.gov

Proposal No.:	P5068 R2
Date:	1/24/2018
Your Ref.:	Shay Gaffey, Purchasing
F.O.B.:	Origin, freight prepaid and charged back.
Terms:	Net 30
Delivery:	60 to 120 Days ARO

ITEM	QTY	MODEL NUMBER & DESCRIPTION	UNIT PRICE	TOTAL
1	1	Service Service contract for Model GC60 irradiator and ancillary equipment. Senior engineer on-site for one day. One service visit per year. Includes routine maintenance, telephone support, and software support. Travel expenses included. Does not include calibration. Proposal covers 3/1/2018 thru 2/28/2019. NOTE: Additional hours will be charged at a rate of \$160 an hour	\$5,960	\$5,960
				TOTAL \$5,960

By: Joy Garrett
Title: Marketing Coordinator
Phone: 770-667-5770
Email: joy.garrett@hopewelldesigns.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PointeNorth Insurance Group, LLC PO Box 724728		CONTACT NAME: Karen Holbrook PHONE (AIC No. Ext): (770) 858-7540 (AIC No): (770) 858-7545 E-MAIL: kholbrook@pointenorthins.com ADDRESS:
Atlanta GA 31139		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hartford Fire Ins. Co 19682 INSURER B: Twin City Fire Ins Co 29459 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED HOPEWELL DESIGNS, INC. & HOPEWELL ENTERPRISES 5940 GATEWAY DRIVE		
ALPHARETTA GA 30004		

COVERAGES CERTIFICATE NUMBER: CL133619150 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		20SBAFT5121	3/6/2013	3/6/2014	
GENL AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 250,000
	X ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		20UECUX1261	3/6/2013	3/6/2014	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		20SBAFT5121	3/6/2013	3/6/2014	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Products/Completed Ops		20CLSOF3465	5/1/2013	5/1/2014	Limit Per Occurrence \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

CANCELLATION

The State of Michigan Department of Licensing & Regulatory Affairs 611 W. Ottawa Lansing, MI 48933	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE	
William Skeels/KLH <i>William H. Skeels</i>	

Form No. DTMB-3522 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF Licensing & Regulatory Affairs
PROCUREMENT
P.O. BOX 30004, LANSING, MI 48909
OR
611 W. OTTAWA, LANSING, MI 48933

NOTICE OF CONTRACT NO. 641B4300003
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Hopewell Designs, Inc. 5940 Gateway Drive Alpharetta, GA 30004	Cody Evans	clevans4032@gmail.com
	TELEPHONE	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	LARA	Bruce Matkovich	517-636-6798	matkovichb@michigan.gov
BUYER:	LARA	Shay Gaffey	517-335-1971	gaffeys@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: Irradiator Maintenance Agreement

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
4 Years	03/01/2014	02/28/2018	2 (1-Year)
PAYMENT TERMS	F.O.B.	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input checked="" type="checkbox"/> Other	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

MINIMUM DELIVERY REQUIREMENTS:

N/A

MISCELLANEOUS INFORMATION:

The terms and conditions of this contract are those of Hopewell Designs, Inc. Maintenance & Service Agreement for the GC60 Irradiator, Vendor's Proposal and the State of Michigan's Terms and Conditions.

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$22,155.00

Notice of Contract #: 641B4300001

FOR THE CONTRACTOR:

Hopewell Designs, Inc.

Firm Name

Joy S. Barnett

Authorized Agent Signature

Joy S. Barnett

Authorized/Agent (Print or Type)

3-3-2014

Date

FOR THE STATE:

LeAnn Droste

Signature

LeAnn Droste, Procurement Services Director

Name/Title

Dept. of Licensing & Regulatory Affairs

Enter Name of Agency

February 26, 2014

Date

ATTACHMENT A

Hopewell Designs Inc

Proposal

Valid for 60 Days

5940 Gateway Drive, Alpharetta, GA 30004 (770) 657-5770, Fax (770) 667-7539

TO: Donald E. Parry
Radiation Safety Section
Michigan Department of
Licensing and Regulatory Affairs
Phone: 517-241-1989
Dparry@michigan.gov

Proposal No.:	P3473R0
Date:	1/15/2014
Your Ref.:	email
F.O.B.:	Origin, freight prepaid and charged back.
Terms:	Net 30
Delivery:	60 to 120 Days ARO

By: Cody Evans
Title: Service Manager
Phone: 770-667-5770
Email: Cody@HDI.Rad.com

MAINTENANCE AND SERVICE FOR IRRADIATOR SYSTEMS**1 INTRODUCTION**

Hopewell Designs Inc. is pleased to offer a service contract to maintain and service the automated irradiator system. This proposal describes the scope of work to be performed, the schedule of services, and the description of support.

The proposed service contract would cover maintenance and service of the irradiator(s) and ancillary equipment. Routine service would be performed at regular intervals. Equipment would be repaired on an as-needed basis. Software would be maintained and upgraded.

2 SCOPE OF WORK

This proposal covers equipment supplied by Hopewell Designs Inc.

To keep this equipment running in optimum condition, routine preventative maintenance is required on a periodic basis. This preventative maintenance would consist of such things as lubricating moving parts, checking wear on components, and confirming proper operation of equipment. Service engineers would perform this maintenance on a regular, periodic interval.

Service engineers would be on call to repair equipment on an as-needed basis. An engineer would diagnose the problem, determine the cause, and repair or replace components to get the equipment back to an operational state.

Software would be maintained and upgraded. As software bugs or problems were encountered, software engineers would evaluate the problem and devise a solution. The software would be modified to correct the problem. All software modifications would be documented. As upgrades to the Hopewell Designs Inc. irradiator software become available, these upgrades would be incorporated into the automated irradiator system.

All service would be documented to provide a record of the work performed and to provide a list of problems and solutions. Hopewell Designs Inc. would evaluate these records to determine the optimum method to maintain the automated irradiator system in top operating condition.

2.1 ROUTINE MAINTENANCE

Routine maintenance will be performed on all systems. Pricing for the periodic routine maintenance is included in the attached proposal. These prices include all labor, parts, material, and travel expenses associated with the routine maintenance. Maintenance parts such as grease, lubricants, suction cups, and other small parts that are routinely replaced are included in these prices. Major components such as circuit boards, computers, motors, etc. are not included – the cost of this equipment would be billed separately as described in the "Non-Routine Maintenance and Enhancements" section of this document.

2.1.1 PERIODIC SERVICE VISITS

Service engineers will come to your facilities periodically to perform maintenance. This maintenance will consist of a comprehensive inspection and test of the irradiator system. All components will be checked for correct operation. All software features will be tested to assure proper operation. Safety interlocks and status indicator systems will be tested. Routine maintenance that includes lubrication, replacement of parts, and adjustments will be performed. During these visits, small issues are routinely fixed prior to them becoming major problems that shut down the system. Any issues that have arisen since the last visit are also addressed.

2.1.2 TELEPHONE SUPPORT

Service via telephone is available at any time during normal business hours. For hardware support, the service engineer can often diagnose the problem and recommend a solution that can be implemented

Hopewell Designs Inc.

5940 Gateway Drive, Alpharetta, GA 30004
Phone: 770-667-5770, Fax: 770-667-7539

www.hopewelldesigns.com

without an on-site visit. For software support, the engineer can correct many problems and send new software via e-mail or through a remote control program such as pcAnywhere.

2.1.3 SOFTWARE MAINTENANCE

The software for the irradiator consists of individual executable programs on each irradiator and a set of source code with libraries of sub-routines that is common to all the irradiators. As part of the service, this software would be maintained.

Maintenance of the software would include correcting any software bugs that were uncovered during the course of operating the irradiator. Upon notification, our software engineer would diagnose the problem, identify the errors in the software, and make corrections. A new executable(s) would be made and installed on the irradiator.

Hopewell Designs Inc. is continuing to make improvements to the irradiator control software and to upgrade it to work on new operating systems and new computers. As these upgrades become available, a new version of the control software would be installed during periodic on-site visits.

All modifications to the software would be made under configuration control. The changes would be fully documented and tested prior to release.

2.1.4 CALIBRATION

Calibration of the irradiator can be performed during the routine service visit. Ion chambers and electrometers are supplied by Hopewell Designs, Inc. with traceability to NIST. A series of measurements is made over the length of the track for each source and attenuator combination. The data is fit to a polynomial equation, and the new exposure rate equations are updated in the irradiator software for systems so equipped. For manual systems, a separate exposure rate calculator program is supplied. A calibration report is supplied with all data, a summary of the calibration, and the equations and curves for calculating exposure rate.

2.2 NON-ROUTINE MAINTENANCE AND ENHANCEMENTS

To help keep costs down, non-routine maintenance and enhancements have been separated from the pricing for routine maintenance. These services and parts can be used on an as-needed basis. If no non-routine work is required, no cost is incurred.

The customer can provide a "wish list" of items to be reviewed or maintained approximately one month prior to the scheduled visit and the service engineer will address these items at the next trip. If items on this list fall outside the routine maintenance category, a price will be provided for these items at a reduced rate.

2.2.1 ON-CALL SERVICE

In the event that service is required in between the regularly scheduled maintenance trips, on-call service is available. If a problem can not be corrected over the telephone, a service engineer will travel to your site to perform the service. Response time will normally be 1 week from notification, with emergency response within 48 hours.

2.2.2 SOFTWARE ENHANCEMENTS

Additional software support would be offered to enhance many of the features of the irradiator such as automatic sequence operation, calibration and characterization of the irradiators, and database support. In addition, enhancements could be made to the software to add features and/or make the software more adaptable to the customer specific calibration program.

Hopewell Designs Inc.

5940 Gateway Drive, Alpharetta, GA 30004
Phone: 770-667-5770, Fax: 770-667-7539

www.hopewelldesigns.com

2.2.3 TRAINING

Training is available to assure all operators and technical staff are fully versed in the operation of the irradiator. Training can be provided on both the operation and maintenance of the AIS. Both classroom training as well as one-on-one training is available.

3 PRICING AND RATES

Routine maintenance as described in section above is listed in the attached proposal.

All additional work including on-call service, repair of equipment, software enhancements, and training would be authorized by the customer technical representative prior to beginning work. Time for non-routine maintenance and support would be billed per the hourly rate listed in the proposal. Travel expenses would be billed at cost plus 15%. Any equipment and / or components supplied that are not covered under the routine maintenance would be billed at cost plus 15%.

4 SCHEDULE AND PERFORMANCE

4.1 SCHEDULE

A start of the contract a schedule would be established for routine maintenance and service. A service engineer would perform routine maintenance on a periodic basis. The engineer would perform all scheduled maintenance and work on any other problems that arose since the last maintenance. All work will be coordinated through the customer technical representative. At the conclusion of all work, a service report will be issued documenting all work performed.

For work other than routine maintenance including software enhancements, training, and on-call service, work would be authorized by the customer technical representative. A service engineer would then perform the work either on site or in-house. Response time will normally be 1 week from notification, with emergency response within 48 hours.

4.2 QUALITY ASSURANCE

Hopewell Designs, Inc. operates under an ANSI NQA-1 quality assurance plan. Service project are conducted under the QA plan and covers engineering design, purchase of components, system integration, and testing. A test plan would be used to verify that all equipment was fully operational and complied with the specifications. A copy of the Hopewell Designs, Inc. quality assurance manual can be provided upon request.

5 WARRANTY

Any equipment replaced during a routine service visit is covered conditionally under warranty for one (1) year from the date of purchase. This covers parts and labor required to correct equipment which the component is used. Hopewell Designs, Inc. makes no guarantees with respect to the merchantability or use of the equipment for any purpose other than the express function for which it was sold. The customer shall not hold Hopewell Designs, Inc. responsible or liable for any implied warranty or consequences accruing due to the performance of this equipment, but only for the operation of this equipment. Hopewell Designs, Inc. reserves the right to repair or replace faulty equipment at its discretion. The preferred mode of operation is return of defective parts or components. Remote diagnostics will be supported to determine the nature of a suspected warranted problem. Should on-site service be required and the failure be determined to be a result of negligence, abuse, or improper use of the equipment, the customer will be responsible for service and travel expenses in addition to the cost of any equipment or materials. Hopewell Designs, Inc. will honor the terms of warranty of the manufacturer for any equipment not produced by Hopewell Designs, Inc. but supplied as part of a system. For non-domestic customers, the same terms apply, with a maximum limit of two unpaid service visits. Hopewell Designs, Inc. agrees to provide service and replacement parts at the current prices for periods beyond the initial warranty agreement.



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Hopewell Designs, Inc. ("Contractor"), a Georgia Corporation. This Contract is effective on March 1, 2014 ("Effective Date"), and unless terminated, expires on 02/28/2018.

This Contract may be renewed for up to Two (1) year period(s). 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 Attachment B – Maintenance and Service Agreement (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 Attachment B.

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 be clearly identifiable while on State property by wearing identification issued by the State, 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:
Department of Licensing & Regulatory Affairs
Shay Gaffey
611 W. Ottawa Street
P. O. Box 30004
Lansing, MI 48909
gaffeys@michigan.gov
(517) 335-1971

If to Contractor:
Hopewell Designs, Inc.
Joy Garrett
5940 Gateway Drive
Alpharetta, GA 30004
jgarrett@hopewelldesigns.com
(770) 667-5770

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:	Contractor:
Department of Licensing & Regulatory Affairs-MIOSHA	Hopewell Designs, Inc.
Bruce Matkovich	Robert Rushton
7150 Harris Drive	5940 Gateway Drive
Lansing, MI 48909	Alpharetta, GA 30004
matkovichb@michigan.gov	rorushton@hopewelldesigns.com
717-636-6798	770-667-5770

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:	Contractor:
Department of Licensing & Regulatory Affairs-MIOSHA	Hopewell Designs, Inc.
Don Parry	Cody Evans
7150 Harris Drive	5940 Gateway Drive
Lansing, MI 48909	Alpharetta, GA 30004
parryd@michigan.gov	cevans4032@gmail.com
517-636-6797	770-667-5770

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. The State may require a performance bond (as specified in Attachment B) if, in the opinion of the State, it will ensure performance of the Contract.

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 a 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	
<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	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.
<u>Deductible Maximum:</u> \$50,000 Each Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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.

7. Reserved
8. Reserved
9. **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.
10. **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.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **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.
13. **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.
14. **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.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of an authorizing document as identified in Attachment B.
16. **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 Attachment B. 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 23, 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.

17. Reserved

18. Reserved

19. Reserved

20. **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 Attachment B. 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. Prices are exclusive of all taxes, and Contractor shall be solely responsible for payment of any applicable taxes.

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.

21. Reserved

22. **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.

23. 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.

24. 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 25, 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."

25. 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 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.

26. 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 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 (c) 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.

27. Reserved

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

29. **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.

30. Reserved

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36. **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.

37. **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 23, Termination for Cause.
38. **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.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved**
41. **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.
42. **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.
43. **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.
44. **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.
45. **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.

46. 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.

47. 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.

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

49. 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) Attachment B; (d) any other exhibits; and (e) the Contract.

50. 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.

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

52. 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.

53. 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").