



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 10
to
Contract Number 21000000980

CONTRACTOR	Vance Outdoors, Inc.	STATE	Jeff Rabbers – Inspection/Fit 269-207-6976 jabbersJ@michigan.gov	DNR
	4250 Alum Creek Drive		Erika Compton – Order/Delivery/Return 517-284-6118 Comptone1@michigan.gov	
	Obetz, OH 43207			
	Doug Vance		Brooke Jones	DNR
	614-471-7000		517-388-6833	
	dvance@vanceoutdoors.com		JonesB30@michigan.gov	
	CV0059552			

CONTRACT SUMMARY				
DESCRIPTION: DNR Law Enforcement Division – Safariland Body Armor and Safariland Duty Gear				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
June 1, 2021	May 31, 2024	FIVE 1-Year Options to Renew	May 31, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		45 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$445,417.70		\$26,729.79	\$472,147.49	
DESCRIPTION: Effective August 1st, 2025, the DNR is adding the following items to the Contract, per attached Schedule B – Revised 08/01/2025 and is increasing the contract by \$26,729.79. The revised estimated aggregate contract value is \$472,147.49. All other terms, conditions, and specifications remain the same.				

FOR THE CONTRACTOR:

Vance Outdoors, Inc.

Company Name

Signed copy with DNR Procurement

Authorized Agent Signature

Doug Vance

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signed copy with DNR Procurement

Signature

Sam Fusco, Buyer Manager

Name & Title

Department of Natural Resources

Agency

Date

SCHEDULE B - PRICING

REVISED 08/01/2025

Description	Price/Ea.	Total
Safariland SX Series SX02 / SX02F Ballistic Panels Only - No Carrier	\$ 674.57	\$ 694.81
IMPAC-HT Plate 5x7 or 5x8 – specify size	\$ 73.50	\$ 75.71

Model	Item	Description	SKU	Size	Price/Ea.	Revised Price/Ea.
MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-XX-2B*	24" to 44"	\$ 32.95	\$ 33.94
MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-46-2B	46"	\$ 34.45	\$ 35.48
MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-48-2B	48"	\$ 35.99	\$ 37.07
MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-50-2B	50"	\$37.51	\$ 38.64
MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-52-2B	52"	\$39.06	\$ 40.23
MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-54-2B	54"	\$40.59	\$ 41.81
MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-XX-6B*	26" to 44"	\$65.88	\$ 67.86
MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-46-6B	46"	\$67.39	\$ 69.41
MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-48-6B	48"	\$68.93	\$ 71.00
MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-50-6B	50"	\$70.45	\$ 72.56
MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-52-6B	52"	\$71.99	\$ 74.15
MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-54-6B	54"	\$73.52	\$ 75.73
65-4-2B	Belt Keepers 4 Pack - 2.25" Belt	Plain black/brass snaps	1101303	2 ¼"	\$13.10	\$ 13.49
38-2-2B	Chem Spray Case	Plain black/brass snaps	1098763	MK-2	\$30.13	\$ 31.03
307-9-2B	Taser Cartridge Holder	Plain black/brass snaps	1126579	Belt Loop	\$30.69	\$ 31.61
77-83-2B	Double Magazine Pouch	Plain black/brass snap	1102150	Group 9	\$36.34	\$37.43
33-2V	Surgical Glove Holder	Plain black/Velcro	1098979	Single Pair	\$18.78	\$19.34
6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		RIGHT Hand	\$ 163.58	\$168.49
6280-174-62	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		LEFT Hand	\$ 163.58	\$168.49

	OFU-BR	Gould & Goodrich Double Handcuff Case	Plain Black / Brass Snaps	S&W Model 1 & Model 100	\$ 47.82	\$49.25
	190-2B	Safariland Single Handcuff Case for Chain Handcuffs	Plain Black / Brass Snaps		\$ 34.61	\$35.65
	190-2-2B	Safariland Handcuff Case for Oversized Handcuffs	Plain Black / Brass Snaps		\$ 34.61	\$35.65
	1348925	SBA M2 DN6441 Carrier	OD Green	DN6441	\$ 81.76	\$84.25
	1350429-M/U	Hardwire 51 Level II Front & Rear Ballistic Panel Set (specify Male or Female)			\$ 885.25	\$911.81
	1303518-OC	Oregon City Carrier, Front Opening, Traditional Modular Webbing	Ranger Green		\$ 250.00	\$257.50
	1223589-PL	"POLICE" ID Patch, Large, 8.5" x 3", Ranger Green (Specify color of lettering - black, white, yellow, gray, green or reflective)			\$ 6.25	\$6.44
	1220916-57	Hardwire Soft Trauma Plate, 5" x 7"			\$ 44.65	\$46.02
	1220916-58	Hardwire Soft Trauma Plate, 5" x 8"			\$ 44.65	\$46.02
	1219671-TP10A	PTA-TP10A, Side Arm Magazine Pouch, Double, Ranger Green			\$ 25.00	\$25.75
	1219671-TP17A	PTA-TP17A, Handcuff Pouch, Double, Ranger Green			\$ 22.50	\$23.18
	1219671-TP19A	PTA-TP19A, Utility Pouch, 4" x 8", Vertical, Ranger Green			\$ 25.00	\$25.75
	1219671-TP14B	PTA-TP14B, 26" Expandable Baton Pouch, Single, Ranger Green			\$ 27.50	\$28.33
	1219671-TP83	PTA-TP83, Flashlight Pouch, Ranger Green			\$ 27.50	\$28.33
	1219671-TP21	PTA-TP21, Radio Pouch, Universal, Ranger Green			\$ 27.50	\$28.33

1219671-TP33	PTA-TP33, Tourniquet Pouch, Ranger Green			\$ 40.00	\$41.20
1219671-TP5	PTA-TP5, M4 Magazine Pouch, Single, Ranger Green			\$ 20.00	\$20.60
1219671-TP5A	PTA-TP5A, M4 Magazine Pouch, Double, Ranger Green			\$ 22.50	\$23.18
1219671-TP62	PTA-TP62, Utility Pouch, 6" x 4", Ranger Green			\$ 40.00	\$41.20
1219671-TP13	PTA-TP13, MK3/MK4 Aerosol Pouch, Ranger Green				\$25.00
1219671-TP10	PTA-TP10, Side Arm Magazine Pouch, Single, Ranger Green				\$21.88
1219671-TP21A	PTA-TP21A, Radio Pouch w/ Bungee, Universal, Ranger Green				\$46.88
REVISED Total Estimated Contract Value					\$472,147.49

*For correct SKU on Garrison and Sam Browne Belts, replace **XX** with the belt size required.



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **21000000980**

CONTRACTOR	Vance Outdoors, Inc.
	4250 Alum Creek Drive
	Obetz, OH 43207
	Doug Vance
	614-471-7000
	dvance@vanceoutdoors.com
	CV0059552

STATE	Program Manager	Jeff Rabbers – Inspection/Fit 269-207-6976 jabbersJ@michigan.gov	DNR
		Colleen West – Order/Delivery/Return 517-512-5731 WestC6@michigan.gov	
	Contract Administrator	Brooke Jones	DNR
		517-388-6833 JonesB30@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: DNR Law Enforcement Division – Safariland Body Armor and Safariland Duty Gear				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
June 1, 2021	May 31, 2024	FIVE 1-Year Options to Renew	May 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		45 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" 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"/>		May 31, 2026
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$445,417.70			\$445,417.70	
DESCRIPTION: Effective June 1, 2025 the DNR is exercising year two of the available option years making the revised contract expiration date 05/31/2026. In addition, the contract administrator has been updated to Brooke Jones. All other terms, conditions, specifications, and pricing remain the same.				

FOR THE CONTRACTOR:

Vance Outdoors, Inc.

Company Name

Authorized Agent Signature

Doug Vance

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **8**
to
Contract Number **21000000980**

CONTRACTOR	Vance Outdoors, Inc.
	4250 Alum Creek Drive
	Obetz, OH 43207
	Doug Vance
	614-471-7000
	dvance@vanceoutdoors.com
	CV0059552

STATE	Program Manager	Jeff Rabbers – Inspection/Fit 517-284-5996 RabbersJ@michigan.gov	DNR	
		Colleen West – Order/Delivery/Return 517-512-5731 WestC6@michigan.gov	DNR	
	Contract Administrator	Lisa Crozier-Green – Contract Mgmt.		DNR
		517-388-6626		
		CrozierGreenL@michigan.gov		

CONTRACT SUMMARY				
DESCRIPTION: DNR Law Enforcement Division – Safariland Body Armor and Safariland Duty Gear				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
June 1, 2021	May 31, 2024	FIVE 1-Year Options to Renew	May 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		45 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$410,832.36		\$34,585.34	\$445,417.70	
DESCRIPTION: Effective October 15, 2024 quantities on commodity lines 1, 4, 15, 16, 18, 20, 22 and 23 are increased to accommodate FY2025 anticipated requirements. The contract is increased by \$34,585.34 for DNR use. The revised estimated contract value is \$445,417.70. All other terms, conditions, and specifications remain the same. Per DNR and Contractor agreement.				

Commodity Line	Commodity Line Description	Unit Price	Available Item Quantity	Anticipated Quantity Required per Year	Quantity to Add to Contract for FY25	Add Funds to Contract
1	Safariland Summit Series Vests SX02 & SX02F	\$ 674.57	57	90	33	\$ 22,260.81
4	Safariland Garrison Belt 1.75" 46"	\$ 34.45	6	2	4	\$ 137.80
15	Safariland Belt Keepers 2.25" Belt	\$ 13.10	45	40	15	\$ 196.50
16	Safariland Chem Spray Case	\$ 30.13	29	40	11	\$ 331.43
18	Safariland Double Magazine Pouch	\$ 36.34	0	40	40	\$ 1,453.60
20	SLS Mid-Ride, Level II Retention Duty Holster RIGHT HAND	\$ 163.58	-5	40	45	\$ 7,361.10
22	Gould & Goodrich Double Handcuff Case	\$ 47.82	-5	40	45	\$ 2,151.90
23	Safariland Single Handcuff Case for Chain Handcuffs	\$ 34.61	5	25	20	\$ 692.20
						\$ 34,585.34

FOR THE CONTRACTOR:

Vance Outdoors, Inc.

Company Name

E-SIGNED by Doug Vance
on 2024-10-15 21:15:13 EDT

Authorized Agent Signature

Doug Vance, Vice President

Authorized Agent (Print or Type)

2024-10-15 21:15:13 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2024-10-16 07:48:38 EDT

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2024-10-16 07:48:38 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 7
to
Contract Number 21000000980

CONTRACTOR	Vance Outdoors, Inc.
	4250 Alum Creek Drive
	Obetz, OH 43207
	Doug Vance
	614-471-7000
	dvance@vanceoutdoors.com
	CV0059552

STATE	Program Manager	Jeff Rabbers – Inspection/Fit	DNR
		517-284-5996 RabbersJ@michigan.gov	
		Colleen West – Order/Delivery/Return	DNR
	517-512-5731 WestC6@michigan.gov		
	Contract Administrator	Lisa Crozier-Green – Contract Mgmt.	DNR
		517-388-6626	
CrozierGreenL@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: DNR Law Enforcement Division – Safariland Body Armor and Safariland Duty Gear				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
June 1, 2021	May 31, 2024	FIVE 1-Year Options to Renew	May 31, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		45 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$320,334.36		\$90,498.00	\$410,832.36	
DESCRIPTION: Effective August 6, 2024 the following items are added to this Contract, per attached Schedule B – REVISED 8/6/2024 and is increased by \$90,498.00. The revised estimated contract value is \$410,832.36. All other terms, conditions, and specifications remain the same. Per DNR and Contractor agreement.				

SCHEDULE B - PRICING

REVISED 8/6/24

Description							Price/Ea.	Total
Safariland SX Series SX02 / SX02F Ballistic Panels Only - No Carrier							\$ 674.57	\$182,133.90
IMPAC-HT Plate 5x7 or 5x8 – specify size							\$ 73.50	\$ 19,845.00
SAFARILAND DUTY GEAR ITEMS ADDED 11/16/21								
Est.3 Year Qty	Model	Item	Description	SKU	Size	Price/Ea.	Total	
438	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-XX-2B*	24" to 44"	\$ 32.95	\$ 14,432.10	
6	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-46-2B	46"	\$ 34.45	\$ 206.70	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-48-2B	48"	\$ 35.99	\$ 107.97	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-50-2B	50"	\$37.51	\$ 112.53	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-52-2B	52"	\$39.06	\$ 117.18	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-54-2B	54"	\$40.59	\$ 121.77	
144	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-XX-6B*	26" to 44"	\$65.88	\$ 9,486.72	
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-46-6B	46"	\$67.39	\$ 404.34	
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-48-6B	48"	\$68.93	\$ 413.58	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-50-6B	50"	\$70.45	\$ 211.35	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-52-6B	52"	\$71.99	\$ 215.97	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-54-6B	54"	\$73.52	\$ 220.56	
120	65-4-2B	Belt Keepers 4 Pack - 2.25" Belt	Plain black/brass snaps	1101303	2 ¼"	\$13.10	\$ 1,572.00	
120	38-2-2B	Chem Spray Case	Plain black/brass snaps	1098763	MK-2	\$30.13	\$ 3,615.60	
120	307-9-2B	Taser Cartridge Holder	Plain black/brass snaps	1126579	Belt Loop	\$30.69	\$ 3,682.80	

120	77-83-2B	Double Magazine Pouch	Plain black/brass snap	1102150	Group 9	\$36.34	\$ 4,360.80
120	33-2V	Surgical Glove Holder	Plain black/Velcro	1098979	Single Pair	\$18.78	\$ 2,253.60
120	6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		RIGHT Hand	\$ 163.58	\$ 19,629.60
30	6280-174-62	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		LEFT Hand	\$ 163.58	\$ 4,907.40
120	OFU-BR	Gould & Goodrich Double Handcuff Case	Plain Black / Brass Snaps		S&W Model 1 & Model 100	\$ 47.82	\$ 5,738.40
150	190-2B	Safariland Single Handcuff Case for Chain Handcuffs	Plain Black / Brass Snaps			\$ 34.61	\$ 5,191.50
150	190-2-2B	Safariland Handcuff Case for Oversized Handcuffs	Plain Black / Brass Snaps			\$ 34.61	\$ 5,191.50
270	1348925	SBA M2 DN6441 Carrier	OD Green	DN6441		\$ 81.76	\$ 22,075.20
60	1350429-M/U	Hardwire 51 Level II Front & Rear Ballistic Panel Set (specify Male or Female)				\$ 885.25	\$53,115.00
60	1303518-OC	Oregon City Carrier, Front Opening, Traditional Modular Webbing	Ranger Green			\$ 250.00	\$15,000.00
60	1223589-PL	"POLICE" ID Patch, Large, 8.5" x 3", Ranger Green (Specify color of lettering - black, white, yellow, gray, green or reflective)				\$ 6.25	\$ 375.00
60	1220916-57	Hardwire Soft Trauma Plate, 5" x 7"				\$ 44.65	\$ 2,679.00
60	1220916-58	Hardwire Soft Trauma Plate, 5" x 8"				\$ 44.65	\$ 2,679.00
60	1219671-TP10A	PTA-TP10A, Side Arm Magazine Pouch, Double, Ranger Green				\$ 25.00	\$ 1,500.00
60	1219671-TP17A	PTA-TP17A, Handcuff Pouch, Double, Ranger Green				\$ 22.50	\$ 1,350.00
60	1219671-TP19A	PTA-TP19A, Utility Pouch, 4" x 8", Vertical, Ranger Green				\$ 25.00	\$ 1,500.00

60	1219671-TP14B	PTA-TP14B, 26" Expandable Baton Pouch, Single, Ranger Green			\$ 27.50	\$ 1,650.00
60	1219671-TP83	PTA-TP83, Flashlight Pouch, Ranger Green			\$ 27.50	\$ 1,650.00
60	1219671-TP21	PTA-TP21, Radio Pouch, Universal, Ranger Green			\$ 27.50	\$ 1,650.00
60	1219671-TP33	PTA-TP33, Tourniquet Pouch, Ranger Green			\$ 40.00	\$ 2,400.00
60	1219671-TP5	PTA-TP5, M4 Magazine Pouch, Single, Ranger Green			\$ 20.00	\$ 1,200.00
60	1219671-TP5A	PTA-TP5A, M4 Magazine Pouch, Double, Ranger Green			\$ 22.50	\$ 1,350.00
60	1219671-TP62	PTA-TP62, Utility Pouch, 6" x 4", Ranger Green			\$ 40.00	\$ 2,400.00
REVISED Total Estimated Contract Value						\$410,832.36

*For correct SKU on Garrison and Sam Browne Belts, replace **XX** with the belt size required.

FOR THE CONTRACTOR:

Vance Outdoors, Inc.

Company Name

E-SIGNED by Doug Vance
on 2024-08-08 09:42:56 EDT

Authorized Agent Signature

Doug Vance, Vice President

Authorized Agent (Print or Type)

2024-08-08 09:42:56 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2024-08-08 09:59:35 EDT

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2024-08-08 09:59:35 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **6**
to
Contract Number **21000000980**

CONTRACTOR	Vance Outdoors, Inc.
	4250 Alum Creek Drive
	Obetz, OH 43207
	Doug Vance
	614-471-7000
	dvance@vanceoutdoors.com
	CV0059552

STATE	Program Manager	Jeff Rabbers – Inspection/Fit 517-284-5996 RabbersJ@michigan.gov	DNR	
		Colleen West – Order/Delivery/Return 517-512-5731 WestC6@michigan.gov	DNR	
	Contract Administrator	Lisa Crozier-Green – Contract Mgmt.		DNR
		517-388-6626		
		CrozierGreenL@michigan.gov		

CONTRACT SUMMARY				
DESCRIPTION: DNR Law Enforcement Division – Safariland Body Armor and Safariland Duty Gear				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
June 1, 2021	May 31, 2024	FIVE 1-Year Options to Renew	May 31, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		45 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" 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"/>	One Year	<input type="checkbox"/>		May 31, 2025
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$292,282.74		\$28,051.62	\$320,334.36	
DESCRIPTION: Effective June 1, 2024 this Contract is exercising the first available option year and is increased by \$28,051.62. The revised contract expiration date is May 31, 2025 and the revised estimated contract value is \$320,334.36. Pricing has been adjusted per Revised Schedule B – 6/1/2024. All other terms, conditions, and specifications remain the same. Per DNR and Contractor agreement.				

SCHEDULE B - PRICING

REVISED 6/1/24

Description							Price/Ea.	Total
Safariland SX Series SX02 / SX02F Ballistic Panels Only - No Carrier							\$ 674.57	\$182,133.90
IMPAC-HT Plate 5x7 or 5x8 – specify size							\$ 73.50	\$ 19,845.00
SAFARILAND DUTY GEAR ITEMS ADDED 11/16/21								
Est.3 Year Qty	Model	Item	Description	SKU	Size	Price/Ea.	Total	
438	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-XX-2B*	24" to 44"	\$ 32.95	\$ 14,432.10	
6	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-46-2B	46"	\$ 34.45	\$ 206.70	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-48-2B	48"	\$ 35.99	\$ 107.97	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-50-2B	50"	\$37.51	\$ 112.53	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-52-2B	52"	\$39.06	\$ 117.18	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-54-2B	54"	\$40.59	\$ 121.77	
144	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-XX-6B*	26" to 44"	\$65.88	\$ 9,486.72	
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-46-6B	46"	\$67.39	\$ 404.34	
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-48-6B	48"	\$68.93	\$ 413.58	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-50-6B	50"	\$70.45	\$ 211.35	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-52-6B	52"	\$71.99	\$ 215.97	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-54-6B	54"	\$73.52	\$ 220.56	

120	65-4-2B	Belt Keepers 4 Pack - 2.25" Belt	Plain black/brass snaps	1101303	2 ¼"	\$13.10	\$ 1,572.00
120	38-2-2B	Chem Spray Case	Plain black/brass snaps	1098763	MK-2	\$30.13	\$ 3,615.60
120	307-9-2B	Taser Cartridge Holder	Plain black/brass snaps	1126579	Belt Loop	\$30.69	\$ 3,682.80
120	77-83-2B	Double Magazine Pouch	Plain black/brass snap	1102150	Group 9	\$36.34	\$ 4,360.80
120	33-2V	Surgical Glove Holder	Plain black/Velcro	1098979	Single Pair	\$18.78	\$ 2,253.60
120	6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		RIGHT Hand	\$ 163.58	\$ 19,629.60
30	6280-174-62	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		LEFT Hand	\$ 163.58	\$ 4,907.40
120	OFU-BR	Gould & Goodrich Double Handcuff Case	Plain Black / Brass Snaps		S&W Model 1 & Model 100	\$ 47.82	\$ 5,738.40
150	190-2B	Safariland Single Handcuff Case for Chain Handcuffs	Plain Black / Brass Snaps			\$ 34.61	\$ 5,191.50
150	190-2-2B	Safariland Handcuff Case for Oversized Handcuffs	Plain Black / Brass Snaps			\$ 34.61	\$ 5,191.50
270	1348925	SBA M2 DN6441 Carrier		OD Green	DN6441	\$ 81.76	\$ 22,075.20
REVISED Total Estimated Contract Value							\$320,334.36

*For correct SKU on Garrison and Sam Browne Belts, replace **XX** with the belt size required.

FOR THE CONTRACTOR:

Vance Outdoors, Inc.

Company Name

E-SIGNED by Doug Vance
on 2024-07-01 10:19:27 EDT

Authorized Agent Signature

Doug Vance, Vice President

Authorized Agent (Print or Type)

2024-07-01 10:19:27 UTC

Date

FOR THE STATE:

E-SIGNED by Kip Conley
on 2024-07-01 12:55:59 EDT

Signature

Kip Conley, Procurement Services Buyer Manager

Name & Title

Department of Natural Resources

Agency

2024-07-01 12:55:59 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **21000000980**

CONTRACTOR	Vance Outdoors, Inc.
	4250 Alum Creek Drive
	Obetz, OH 43207
	Doug Vance
	614-471-7000
	dvance@vanceoutdoors.com
	CV0059552

STATE	Program Manager	Jason Wicklund – Inspection/Fit 517-284-5996 WicklundJ@michigan.gov	DNR	
		Colleen West – Order/Delivery/Return 517-512-5731 WestC6@michigan.gov	DNR	
	Contract Administrator	Lisa Crozier-Green – Contract Mgmt.		DNR
		517-388-6626		
		CrozierGreenL@michigan.gov		

CONTRACT SUMMARY				
DESCRIPTION: DNR Law Enforcement Division – Safariland Body Armor and Safariland Duty Gear				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
June 1, 2021	May 31, 2024	FIVE 1-Year Options to Renew	May 31, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		45 Days ARO		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$292,282.74		\$0.00	\$292,282.74	
DESCRIPTION: Effective June 26, the following item is added to this Contract, per Attachment A. All other terms, conditions, specifications and pricing remain the same. Per DNR and Contractor agreement.				

SCHEDULE B - PRICING

REVISED 6/26/23

Description							Price/Ea.	Total
Safariland SX Series SX02 / SX02F Ballistic Panels Only - No Carrier							\$ 654.90	\$176,823.00
IMPAC-HT Plate 5x7 or 5x8 – specify size							\$ 71.36	\$ 19,267.20
SAFARILAND DUTY GEAR ITEMS ADDED 11/16/21								
Est.3 Year Qty	Model	Item	Description	SKU	Size	Price/Ea.	Total	
438	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-XX-2B*	24" to 44"	\$ 31.99	\$ 14,111.62	
6	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-46-2B	46"	\$ 33.45	\$ 200.70	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-48-2B	48"	\$ 34.94	\$ 104.82	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-50-2B	50"	\$ 36.42	\$ 109.26	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-52-2B	52"	\$ 37.92	\$ 113.76	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-54-2B	54"	\$ 39.41	\$ 118.23	
144	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-XX-6B*	26" to 44"	\$ 63.96	\$ 9,210.24	
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-46-6B	46"	\$ 65.43	\$ 392.56	
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-48-6B	48"	\$ 66.92	\$ 401.52	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-50-6B	50"	\$ 68.40	\$ 205.20	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-52-6B	52"	\$ 69.89	\$ 209.67	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-54-6B	54"	\$ 71.38	\$ 214.14	

120	65-4-2B	Belt Keepers 4 Pack - 2.25" Belt	Plain black/brass snaps	1101303	2 ¼"	\$ 12.72	\$ 1,449.60
120	38-2-2B	Chem Spray Case	Plain black/brass snaps	1098763	MK-2	\$ 29.25	\$ 3,339.60
120	307-9-2B	Taser Cartridge Holder	Plain black/brass snaps	1126579	Belt Loop	\$ 29.80	\$ 3,402.00
120	77-83-2B	Double Magazine Pouch	Plain black/brass snap	1102150	Group 9	\$ 35.28	\$ 4,032.00
120	33-2V	Surgical Glove Holder	Plain black/Velcro	1098979	Single Pair	\$ 18.23	\$ 2,079.60
120	6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		RIGHT Hand	\$ 158.82	\$ 18,144.00
30	6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		LEFT Hand	\$ 158.82	\$ 4,536.00
120	OFU-BR	Gould & Goodrich Double Handcuff Case	Plain Black / Brass Snaps		S&W Model 1 & Model 100	\$ 46.43	\$ 5,184.00
150	190-2B	Safariland Single Handcuff Case for Chain Handcuffs	Plain Black / Brass Snaps			\$ 33.60	\$ 4,800.00
150	190-2-2B	Safariland Handcuff Case for Oversized Handcuffs	Plain Black / Brass Snaps			\$ 33.60	\$ 4,800.00
270	1348925	SBA M2 DN6441 Carrier		OD Green	DN6441	\$ 79.38	\$ 21,432.60
REVISED Total Estimated Contract Value							\$292,282.74

*For correct SKU on Garrison and Sam Browne Belts, replace **XX** with the belt size required.

FOR THE CONTRACTOR:

Vance Outdoors, Inc.

Company Name

E-SIGNED by Doug Vance
on 2023-06-26 12:13:47 EDT

Authorized Agent Signature

Doug Vance, Vice President

Authorized Agent (Print or Type)

2023-06-26 12:13:47 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2023-06-26 13:12:23 EDT

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2023-06-26 13:12:23 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **21000000980**

CONTRACTOR	Vance Outdoors, Inc.
	4250 Alum Creek Drive
	Obetz, OH 43207
	Doug Vance
	614-471-7000
	dvance@vanceoutdoors.com
	CV0059552

STATE	Program Manager	Jason Wicklund – Inspection/Fit 517-284-5996 WicklundJ@michigan.gov	DNR
		Colleen West – Order/Delivery/Return 517-512-5731 WestC6@michigan.gov	DNR
	Contract Administrator	Lisa Crozier-Green – Contract Mgmt.	DNR
		517-388-6626	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: DNR Law Enforcement Division – Safariland Body Armor and Safariland Duty Gear				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
June 1, 2021	May 31, 2024	FIVE 1-Year Options to Renew	May 31, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		45 Days ARO		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$278,964.45		\$14,086.29	\$292,282.74	
DESCRIPTION: Effective June 1, 2023, pricing is increased per Revised Schedule B – Vendor Price Quote – REVISED 6/1/23. The Contract is increased by \$14,086.29. The Revised Estimated Contract Value is \$292,282.74. All other terms, conditions, specifications and pricing remain the same. Per DNR and Contractor agreement.				

SCHEDULE B - PRICING

REVISED 6/1/23

Description							Price/Ea.	Total
Safariland SX Series SX02 / SX02F Ballistic Panels Only - No Carrier							\$ 654.90	\$176,823.00
IMPAC-HT Plate 5x7 or 5x8 – specify size							\$ 71.36	\$ 19,267.20
SAFARILAND DUTY GEAR ITEMS ADDED 11/16/21								
Est.3 Year Qty	Model	Item	Description	SKU	Size	Price/Ea.	Total	
438	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-XX-2B*	24" to 44"	\$ 31.99	\$ 14,111.62	
6	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-46-2B	46"	\$ 33.45	\$ 200.70	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-48-2B	48"	\$ 34.94	\$ 104.82	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-50-2B	50"	\$ 36.42	\$ 109.26	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-52-2B	52"	\$ 37.92	\$ 113.76	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-54-2B	54"	\$ 39.41	\$ 118.23	
144	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-XX-6B*	26" to 44"	\$ 63.96	\$ 9,210.24	
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-46-6B	46"	\$ 65.43	\$ 392.56	
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-48-6B	48"	\$ 66.92	\$ 401.52	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-50-6B	50"	\$ 68.40	\$ 205.20	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-52-6B	52"	\$ 69.89	\$ 209.67	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-54-6B	54"	\$ 71.38	\$ 214.14	

120	65-4-2B	Belt Keepers 4 Pack - 2.25" Belt	Plain black/brass snaps	1101303	2 ¼"	\$ 12.72	\$ 1,449.60
120	38-2-2B	Chem Spray Case	Plain black/brass snaps	1098763	MK-2	\$ 29.25	\$ 3,339.60
120	307-9-2B	Taser Cartridge Holder	Plain black/brass snaps	1126579	Belt Loop	\$ 29.80	\$ 3,402.00
120	77-83-2B	Double Magazine Pouch	Plain black/brass snap	1102150	Group 9	\$ 35.28	\$ 4,032.00
120	33-2V	Surgical Glove Holder	Plain black/Velcro	1098979	Single Pair	\$ 18.23	\$ 2,079.60
120	6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		RIGHT Hand	\$ 158.82	\$ 18,144.00
30	6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		LEFT Hand	\$ 158.82	\$ 4,536.00
120	OFU-BR	Gould & Goodrich Double Handcuff Case	Plain Black / Brass Snaps		S&W Model 1 & Model 100	\$ 46.43	\$ 5,184.00
150	190-2B	Safariland Single Handcuff Case for Chain Handcuffs	Plain Black / Brass Snaps			\$ 33.60	\$ 4,800.00
270	1348925	SBA M2 DN6441 Carrier	OD Green	DN6441		\$ 79.38	\$ 21,432.60
REVISED Total Estimated Contract Value							\$292,282.74

*For correct SKU on Garrison and Sam Browne Belts, replace **XX** with the belt size required.

FOR THE CONTRACTOR:

Vance Outdoors, Inc.

Company Name

E-SIGNED by Doug Vance
on 2023-03-29 09:03:00 EDT

Authorized Agent Signature

Doug Vance, Vice President

Authorized Agent (Print or Type)

2023-03-29 09:03:00 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2023-03-29 13:32:37 EDT

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2023-03-29 13:32:37 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **21000000980**

CONTRACTOR	Vance Outdoors, Inc.
	4250 Alum Creek Drive
	Obetz, OH 43207
	Doug Vance
	614-471-7000
	dvance@vanceoutdoors.com
	CV0059552

STATE	Program Manager	Jason Wicklund – Inspection/Fit 517-284-5996 WicklundJ@michigan.gov	DNR
		Colleen West – Order/Delivery/Return 517-512-5731 WestC6@michigan.gov	DNR
	Contract Administrator	Lisa Crozier-Green – Contract Mgmt.	DNR
		517-388-6626	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: DNR Law Enforcement Division – Safariland Body Armor and Safariland Duty Gear				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
June 1, 2021	May 31, 2024	FIVE 1-Year Options to Renew	May 31, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		45 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$260,231.79		\$17,964.66	\$278,964.45	
DESCRIPTION: Effective November 16, 2022, Safariland Model 190 Single Handcuff Case is added to this Contract and pricing is increased per Revised Schedule B – Vendor Price Quote – REVISED 11/16/22. The Contract is increased by \$17,964.66. The Revised Estimated Contract Value is \$278,964.45. All other terms, conditions, specifications and pricing remain the same. Per DNR and Contractor agreement.				

SCHEDULE B - PRICING

REVISED 11/16/22

Description							Price/Ea.	Total
Safariland SX Series SX02 / SX02F Includes ballistics and 1 – M2 Carrier							\$ 699.30	\$188,811.00
IMPAC-HT Plate							\$ 67.95	\$ 18,346.50
SAFARILAND DUTY GEAR ITEMS ADDED 11/16/21								
Est.3 Year Qty	Model	Item	Description	SKU	Size	Price/Ea.	Total	
438	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-XX-2B*	24" to 44"	\$ 30.44	\$ 13,332.72	
6	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-46-2B	46"	\$ 31.86	\$ 191.16	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-48-2B	48"	\$ 33.28	\$ 99.84	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-50-2B	50"	\$ 34.69	\$ 104.07	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-52-2B	52"	\$ 36.11	\$ 108.33	
3	MDL 51	Garrison Belt 1.75"	Plain black leather/brass buckle	51-54-2B	54"	\$ 37.53	\$ 112.59	
144	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-XX-6B*	26" to 44"	\$ 60.89	\$ 8,768.16	
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-46-6B	46"	\$ 62.31	\$ 373.86	
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-48-6B	48"	\$ 63.73	\$ 382.38	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-50-6B	50"	\$ 65.14	\$ 195.42	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-52-6B	52"	\$ 66.56	\$ 199.68	
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather/brass buckle	87-54-6B	54"	\$ 67.98	\$ 203.94	

120	65-4-2B	Belt Keepers 4 Pack - 2.25" Belt	Plain black/brass snaps	1101303	2 1/4"	\$ 12.08	\$ 1,449.60
120	38-2-2B	Chem Spray Case	Plain black/brass snaps	1098763	MK-2	\$ 27.83	\$ 3,339.60
120	307-9-2B	Taser Cartridge Holder	Plain black/brass snaps	1126579	Belt Loop	\$ 28.35	\$ 3,402.00
120	77-83-2B	Double Magazine Pouch	Plain black/brass snap	1102150	Group 9	\$ 33.60	\$ 4,032.00
120	33-2V	Surgical Glove Holder	Plain black/Velcro	1098979	Single Pair	\$ 17.33	\$ 2,079.60
120	6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		RIGHT Hand	\$ 151.20	\$ 18,144.00
30	6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		LEFT Hand	\$ 151.20	\$ 4,536.00
120	OFU-BR	Gould & Goodrich Double Handcuff Case	Plain Black / Brass Snaps		S&W Model 1 & Model 100	\$ 43.20	\$ 5,184.00
150	190-2B	Safariland Single Handcuff Case for Chain Handcuffs	Plain Black / Brass Snaps			\$32.00	\$ 4,800.00
REVISED Total Estimated Contract Value							\$278,196.45

*For correct SKU on Garrison and Sam Browne Belts, replace **XX** with the belt size required.

FOR THE CONTRACTOR:

Vance Outdoors, Inc.

Company Name

E-SIGNED by Doug Vance
on 2022-11-15 16:19:12 EST

Authorized Agent Signature

Doug Vance, Vice President

Authorized Agent (Print or Type)

2022-11-15 16:19:12 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2022-11-15 16:50:18 EST

Signature

Laura L. Gyorkos, Procurement Services Manager

Name & Title

Department of Natural Resources

Agency

2022-11-15 16:50:18 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 2
to
Contract Number 21000000980

CONTRACTOR	Vance Outdoors, Inc.
	4250 Alum Creek Drive
	Obetz, OH 43207
	Doug Vance
	614-471-7000
	dvance@vanceoutdoors.com
	CV0059552

STATE	Program Manager	Jason Wicklund – Inspection/Fit	DNR
		517-284-5996 WicklundJ@michigan.gov	
		Colleen West – Order/Delivery/Return	DNR
	Contract Administrator	517-512-5731 WestC6@michigan.gov	
		Lisa Crozier-Green – Contract Mgmt.	DNR
		517-388-6626	
		CrozierGreenL@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: DNR Law Enforcement Division – Safariland Body Armor and Safariland Duty Gear			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2021	May 31, 2024	FIVE 1-Year Options to Renew	May 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 ARI		45 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	May 31, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$255,432.99		\$4,798.80	\$260,231.79
DESCRIPTION: Effective November 23, 2021 Gould & Goodrich Double Handcuff Case is added to this Contract per Revised Schedule B – Vendor Price quote. The Contract is increased by \$4,798.80 for DNR use. The revised Contract value is \$260,231.79. All other terms, conditions, specifications and pricing remain the same. Per DNR and Contractor agreement.			

SCHEDULE B - PRICING

**Department of Natural Resources
 DNR Law Enforcement Division
 Safariland Brand Body Armor
 Contract No. 21000000980**

REVISED TO ADD Gould & Goodrich Double Handcuff Case – 11/22/21

1. The price proposed includes all costs including, but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. The Contractor is not offering quick payment terms.
3. The Contractor certifies that the prices proposed were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Est.3 Year Qty	Description					Price/Ea.	Total
270	Safariland SX Series SX02 / SX02F Includes ballistics and 1 – M2 Carrier					\$ 666.00	\$179,820.00
270	IMPAC-HT Plate					\$ 64.70	\$ 17,469.00
SAFARILAND DUTY GEAR ITEMS ADDED 11/16/21							
Est.3 Year Qty	Model	Item	Description	SKU	Size	Price/Ea.	Total
438	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-XX-2B*	26" to 44"	\$ 28.99	\$ 12,697.62
6	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-46-2B	46"	\$ 30.34	\$ 182.04
3	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-48-2B	48"	\$ 31.69	\$ 95.07
3	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-50-2B	50"	\$ 33.04	\$ 99.12
3	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-52-2B	52"	\$ 34.39	\$ 103.17
3	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-54-2B	54"	\$ 35.74	\$ 107.22

SCHEDULE B - PRICING

Est.3 Year Qty	Model	Item	Description	SKU	Size	Price/Ea.	Total
144	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-XX-6B*	26" to 44"	\$ 57.99	\$ 8,350.26
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-46-6B	46"	\$ 59.34	\$ 356.04
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-48-6B	48"	\$ 60.69	\$ 364.14
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-50-6B	50"	\$ 62.04	\$ 186.12
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-52-6B	52"	\$ 63.39	\$ 190.17
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-54-6B	54"	\$ 64.74	\$ 194.22
120	65-4-2B	Belt Keepers 4 Pack - 2.25" Belt	Plain black / brass snaps	1101303	2 1/4"	\$ 11.50	\$ 1,380.00
120	38-2-2B	Chem Spray Case	Plain black / brass snaps	1098763	MK-2	\$ 26.50	\$ 3,180.00
120	307-9-2B	Taser Cartridge Holder	Plain black / brass snaps	1126579	Belt Loop	\$ 27.00	\$ 3,240.00
120	77-83-2B	Double Magazine Pouch	Plain black / brass snap	1102150	Group 9	\$ 32.00	\$ 3,840.00
120	33-2V	Surgical Glove Holder	Plain black / velcro	1098979	Single Pair	\$ 16.50	\$ 1,980.00
120	6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		RIGHT Hand	\$ 143.99	\$ 17,278.80
30	6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer	Laminate Plain Black		LEFT Hand	\$ 143.99	\$ 4,319.70
120	OFU-BR	Gould & Goodrich Double Handcuff Case	Plain Black / Brass Snaps		S&W Model 1 & Model 100	\$ 39.99	\$ 4,798.80
REVISED Total Estimated Contract Value							\$260,231.79

*For correct SKU on Garrison and Sam Browne Belts, replace XX with the belt size required.

FOR THE CONTRACTOR:

Vance Outdoors, Inc.

Company Name

E-SIGNED by Doug Vance
on 2021-11-29 19:08:10 EST

Authorized Agent Signature

Doug Vance, Vice President

Authorized Agent (Print or Type)

2021-11-29 19:08:10 UTC

Date

FOR THE STATE:

E-SIGNED by Lisa Crozier-Green
on 2021-11-30 08:18:16 EST

Signature

Lisa Crozier-Green, Contract Administrator

Name & Title

Department of Natural Resources

Agency

2021-11-30 08:18:16 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number 210000000980

CONTRACTOR	Vance Outdoors, Inc.
	4250 Alum Creek Drive
	Obetz, OH 43207
	Doug Vance
	614-471-7000
	dvance@vanceoutdoors.com
	CV0059552

STATE	Program Manager	Jason Wicklund – Inspection/Fit 517-284-5996 WicklundJ@michigan.gov	DNR
		Colleen West – Order/Delivery/Return 517-512-5731 WestC6@michigan.gov	DNR
	Contract Administrator	Lisa Crozier-Green – Contract Mgmt. 517-388-6626 CrozierGreenL@michigan.gov	DNR

CONTRACT SUMMARY				
DESCRIPTION: DNR Law Enforcement Division – Safariland Body Armor and Safariland Duty Gear				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
June 1, 2021	May 31, 2024	FIVE 1-Year Options to Renew	May 31, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 ARI		45 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$197,289.00		\$58,143.99	\$255,432.99	
DESCRIPTION: Effective November 16, 2021 Safariland Duty Gear is added to this Contract per Revised Schedule B – Vendor Price quote. The Contract is increased by \$58,143.99 for DNR use. The revised Contract value is \$255,432.99. All other terms, conditions, specifications and pricing remain the same. Per DNR and Contractor agreement and State Administrative Board approval on November 16, 2021.				

SCHEDULE B - PRICING

Department of Natural Resources
DNR Law Enforcement Division
Safariland Brand Body Armor
Contract No. 21000000980

REVISED TO ADD SAFARILAND DUTY GEAR ITEMS – 11/16/21

1. The price proposed includes all costs including, but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. The Contractor is not offering quick payment terms.
3. The Contractor certifies that the prices proposed were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Est.3 Year Qty	Description	Price/Ea.	Total
270	Safariland SX Series SX02 / SX02F Includes ballistics and 1 – M2 Carrier	\$ 666.00	\$179,820.00
270	IMPAC-HT Plate	\$ 64.70	\$ 17,469.00

SAFARILAND DUTY GEAR ITEMS ADDED 11/16/21

Est.3 Year Qty	Model	Item	Description	SKU	Size	Price/Ea.	Total
438	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-XX-2B*	26" to 44"	\$ 28.99	\$ 12,697.62
6	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-46-2B	46"	\$ 30.34	\$ 182.04
3	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-48-2B	48"	\$ 31.69	\$ 95.07
3	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-50-2B	50"	\$ 33.04	\$ 99.12
3	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-52-2B	52"	\$ 34.39	\$ 103.17
3	MDL 51	Garrison Belt 1.75"	Plain black leather / brass buckle	51-54-2B	54"	\$ 35.74	\$ 107.22

SCHEDULE B - PRICING

Est.3 Year Qty	Model	Item	Description	SKU	Size	Price/Ea.	Total
144	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-XX-6B*	26" to 44"	\$ 57.99	\$ 8,350.56
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-46-6B	46"	\$ 59.34	\$ 356.04
6	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-48-6B	48"	\$ 60.69	\$ 364.14
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-50-6B	50"	\$ 62.04	\$ 186.12
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-52-6B	52"	\$ 63.39	\$ 190.17
3	MDL 87	Sam Browne Duty Belt 2.25"	Plain black leather / brass buckle	87-54-6B	54"	\$ 64.74	\$ 194.22
120	65-4-2B	Belt Keepers 4 Pack - 2.25" Belt	Plain black / brass snaps	1101303	2 1/4"	\$ 11.50	\$ 1,380.00
120	38-2-2B	Chem Spray Case	Plain black / brass snaps	1098763	MK-2	\$ 26.50	\$ 3,180.00
120	307-9-2B	Taser Cartridge Holder	Plain black / brass snaps	1126579	Belt Loop	\$ 27.00	\$ 3,240.00
120	77-83-2B	Double Magazine Pouch	Plain black / brass snap	1102150	Group 9	\$ 32.00	\$ 3,840.00
120	33-2V	Surgical Glove Holder	Plain black / velcro	1098979	Single Pair	\$ 16.50	\$ 1,980.00
120	6280-174-61	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer		Laminate Plain Black	RIGHT Hand	\$ 143.99	\$ 17,278.80
30	6280-174-62	SLS Mid-Ride, Level II Retention Duty Holster for Sig Sauer P229R 9mm DAK w/Bobbed Hammer		Laminate Plain Black	LEFT Hand	\$ 143.99	\$ 4,319.70
REVISED Total Estimated Contract Value							\$255,432.99

*For correct SKU on Garrison and Sam Browne Belts, replace XX with the belt size required.

FOR THE CONTRACTOR:

Vance Outdoors, Inc.

Company Name

E-SIGNED by Doug Vance
on 2021-10-29 13:37:16 EDT

Authorized Agent Signature

Doug Vance, Vice President

Authorized Agent (Print or Type)

2021-10-29 13:37:16 UTC

Date

FOR THE STATE:

E-SIGNED by Kip Conley
on 2021-11-16 11:55:28 EST

Signature

Kip Conley, WOC Procurement Manager

Name & Title

Department of Natural Resources

Agency

2021-11-16 11:55:28 UTC

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Constitution Hall, Third Floor
Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 210000000980

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Vance Outdoors, Inc.
	4250 Alum Creek Drive
	Obetz, OH 43207
	Doug Vance
	614-471-7000
	dvance@vanceoutdoors.com
	CV0059552

STATE	Program Managers	Jason Wicklund – Inspection/Fit 517-284-5996 WicklundJ@michigan.gov	DNR
		Colleen West – Order/Delivery/Return 517-512-5731 WestC6@michigan.gov	DNR
	Contract Administrator	Lisa Crozier-Green – Contract Mgmt.	DNR
		517-388-6626 CrozierGreenL@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Law Enforcement Division – Safariland Body Armor

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2021	May 31, 2024	FIVE 1-Year Options to Renew	May 31, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 ARI		45 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
One Vest, Plate or Carrier			
MISCELLANEOUS INFORMATION			
<p>The terms and conditions of this Contract are those of RFP 21000001388, this Contract Agreement and the vendor's quote dated April 6, 2021. In the event of any conflicts between the specifications and / or terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$197,289.00

FOR THE CONTRACTOR:

Vance Outdoors, Inc.

Company Name

E-SIGNED by Doug Vance
on 2021-06-02 14:30:08 EDT

Authorized Agent Signature

Doug Vance, Vice President

Authorized Agent (Print or Type)

2021-06-02 14:30:08 UTC

Date

FOR THE STATE:

E-SIGNED by Laura Gyorkos
on 2021-06-02 14:25:41 EDT

Signature

Laura L. Gyorkos, Procurement Manager

Name & Title

Department of Natural Resources

Agency

2021-06-02 14:25:41 UTC

Date

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

**Department of Natural Resources
DNR Law Enforcement Division
Safariland Brand Body Armor
Contract No. 21000000980**

BACKGROUND

The purpose of this Contract is to provide concealable ballistic body armor for the Michigan Department of Natural Resources Law Enforcement Division personnel.

CONTACTS FOR THE DEPARTMENT OF NATURAL RESOURCES:

1. **Contract Administrator** – Lisa Crozier-Green. Delivery Order approval / email DO to Contractor, Contract Change Notices, contract modifications for price change requests, Contractor Key Personnel changes, specification changes, contact information changes, etc.
2. **Program Manager** – Jason Wicklund. Vest and component inspection and final fitting, training requirements, etc.
3. **Program Manager** – Colleen West. Delivery Order initiation, deliveries and product returns.
4. Contact information for DNR Staff is included on the cover sheet of this Contract.

REQUIREMENTS

1 General Requirements

1.1. Product Specifications

- A. The Contractor agrees to provide Safariland ballistic body armor per all listed requirements in Attachment A-Specifications, or new, improved or updated Safariland items as they become available.
- B. Alternate brands or manufacturer lines are not acceptable.
- C. Body Armor Products provided shall be new, unused, and without flaws which adversely affect appearance, durability and function.
- D. The Contractor agrees to perform all custom sizing, measurements, and final fittings to law enforcement personnel at no cost to the Agency.
- E. The Agency will schedule final fittings for law enforcement personnel with the Contractor.
- F. All sizing, measurements, and final fittings will occur at the DNR Delivery Location, or alternate locations as required.
- G. The State reserves the right to adjust products to fit their needs.
- H. Contractor agrees to deliver ballistic body armor to the DNR Law Enforcement Warehouse, per Exhibit B – Delivery Location.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

1.2. Warranties

- A. Safariland (manufacturer) warrants the products will be free from defects in material and workmanship for the duration of the Warranty Period per Attachment A – Safariland NIJ 06 Soft Armor Warranty.
 - 1. The Warranty Period on ballistic panels and IMPAC-HT plates is 5-years.
 - 2. The Warranty Period on carriers is 1-year.
- B. Warranty periods specified will begin when ballistic body armor products are delivered and accepted following inspection by the Agency
- C. Warranty issues for the ballistics, carriers and plates will be handled by Safariland, within 30 days or less, depending on the issue:
 - 1. Warranty issues should be reported to Safariland Customer Care by calling 800-347-1200.
 - 2. The Safariland representative will provide a Return Materials Authorization Number (RMA #), a return factory address and any other details required to process the warranty return.
 - 3. Safariland will pay return shipping for warranty issues.
 - 4. In the event Safariland determines a Vest or component is defective during the applicable warranty period, Safariland agrees to (at its election) replace, repair or issue a pro-rated purchase price credit for such product.
 - 5. All returns must include:
 - a. Proof of issue / purchase, and
 - b. Documentation specifying the claimed defect and all relevant supporting information.
- D. DNR staff may contact the Contractor (Vance Outdoors) for *assistance* reporting warranty issues by e-mail at jpollauf@vancesle.com or by telephone at 614-471-0712.
- E. The State reserves the right to require additional warranties other than those identified by the Contractor.

1.3. Recall Requirements and Procedures

- A. The Contractor agrees to notify the DNR Contract Administrator and LED Program Manager within TEN (10) calendar days of any recall or safety notices relating to any and all ballistic body armor and / or components purchased under this Contract and identify the Officers affected. A call tag will be issued for the affected products at no charge to the DNR.
- B. In the event of a recall due to a material flaw or manufacturing defect:
 - 1. The DNR Program Manager will verify fit for Officers affected and will provide the Contractor with a list of Officers with vests which no longer fit properly.
 - 2. To expedite the recall / replacement process, the Contractor typically does not need to re-measure Officers whose original size still fits properly. Safariland will re-make the affected vests per the original sales order sizes (determined by Safariland lot and serial number traceability capabilities).

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

3. The Contractor will re-measure Officers with vests which no longer fit properly within 1 to 2 weeks of receiving the list. Re-measure timeframe is dependent on the number of vests / measurements required, and cooperation by the DNR in accomplishing the re-measures.
4. Affected Officers should continue wearing the recalled vests until the arrival of replacement vests.
 - a. Delivery of new vests per original order sizes is 45 calendar days after notification of recall.
 - b. Delivery of new vests requiring re-measurement is 45 calendar days after re-measure.
 - c. Production and delivery will be expedited to mitigate the circumstances and potential exposure to Officer safety; however, stated / anticipated delivery timeframes are subject to vendor material issues and delays.
 - d. In the event of a delay due to materials availability, the Contractor agrees to provide the DNR Program Manager with status updates and adjusted delivery timeframes as necessary.
 - e. Upon receipt of replacement vests, Safariland will issue a Customer Care Return Merchandise Authorization (RMA #) and DNR will return the items at no charge.

1.4. Quality Assurance Program

- A. Safariland is an ISO 9001 certified company regarding quality management systems included as Attachment B – Safariland Armor – ISO9001 – BA9000 Cert through 4.19.21.

1.5. Incentives

- A. The Contractor is not offering special incentives or quick payment discounts.

1.6. Transition

- A. Contract Execution:** The Contractor agrees to sign and date the Contract by the estimated Contract Start Date and provide a current certificate of liability insurance with the required coverage and limits of liability as stated in Section 6 of the Standard Contract Terms.
- B. Post-Contract Transition:**
 1. The Contractor agrees invoices will be received by the State within 45 days after expiration of the contract. Any invoices received after 45 days of contract expiration may result in a non-payment of invoice.
 2. The Contractor agrees to continue providing Contract Activities for the length of time specified in Section 23 of the Standard Contract Terms

2 Service Requirements

2.1. Timeframes

- A. The Contractor agrees all Contract Activities will be delivered within 45 business days from receipt of order.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

- B. The receipt of order date is pursuant to Section 2 of the Standard Contract Terms.
- C. Upon delivery the vest will be inspected and fitted to the Officer by the DNR Program Manager or designee to determine whether the vest meets the standards as set forth in Exhibit A – Specifications.
- D. If a vest fails to meet the standards as set forth in Exhibit A – Specifications, the Program Manager or designee will contact the Contractor Representative / Account Manager.
 - 1. The Contractor Representative / Account Manager will travel to the designated location to re-evaluate vest measurements for re-sizing.
 - 2. The altered vest will be re-sized and delivered within 30 days.
 - 3. If the vest cannot be resized and meet the standards set forth in Exhibit A - Specifications, a new vest will be constructed and delivered within 45 days.
- E. Vest Disposal
 - 1. The Contractor is not providing vest disposal service but can provide contact information for a reputable third-party disposal service, if requested.

2.2. Delivery

- 1. The Contractor agrees delivery will be 45 calendar days after receipt of order.
- 2. Delivery will be F.O.B Destination to the LED Warehouse, Lansing, Michigan.

2.3. Technical Support and Repairs

- A. The Contractor agrees the technical support Call Center will resolve the caller's issue within 60 minutes.
- B. If the caller's issue cannot be resolved within 24 hours, on-site service will be scheduled and performed within 72 hours of the time the issue was scheduled for service.

2.4. Training

- A. The Contractor agrees to provide the following training:
 - 1. The Contractor agrees to provide training to DNR Law Enforcement staff, when necessary, on aspects of ordering, shipping, billing, and receiving.
 - 2. At the request of the Contract Administrator or LED Program Manager the Contractor agrees to provide in-service training to DNR Law Enforcement personnel on measuring vest and product safety issues.
 - 3. The Contractor agrees to provide training at no charge to the State during the period covered by the Contract.

2.5. Reporting

- A. The Contractor agrees to submit to the Program Manager or their designee within fourteen calendar days of the original request, the following written reports:
 - 1. Status of Delivery
 - 2. Status of Production
 - 3. Material Test Data
 - 4. Performance Investigations
 - 5. Remedial Actions

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

6. Any and all developments that may be vital to appropriate execution and application of all Contract Terms.

B. Reports will also be submitted to the Contract Administrator upon request.

C. The State reserves the right to request additional reports not listed, upon request.

2.6. Meetings

A. The Contractor agrees to attend meetings requested by the State.

B. The State reserves the right to request meetings as it deems appropriate.

3. Staffing

3.1 Contractor Representative

A. The Contractor agrees to appoint one Contractor Representative / Account Manager specifically assigned to State of Michigan accounts who will respond to DNR inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc.

B. The Contractor agrees to notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

3.2 Key Personnel

A. The Contractor agrees to appoint individuals directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel will be specifically assigned to the DNR account, be knowledgeable on the contractual requirements, and respond to DNR inquiries within 24 hours.

B. The Contractor agrees not to remove or assign Key Personnel without the prior consent of the DNR Program Manager, and to provide written notice to the Contract Administrator (email is acceptable) of Key Personnel changes.

1. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.

2. The DNR Program Manager may request a résumé and conduct an interview before approving a change. The DNR may require a 30-calendar day training period for replacement personnel.

C. The Contractor agrees Key Personnel will be on-site at designated times as agreed upon between DNR and the Contractor to measure / size offers for vests. The anticipated DNR locations are included in Attachment B – Delivery Location.

D. **Vance Key Personnel:**

1. **Contractor Representative / Account Manager: Jon Pollauf** (assisted by Jamie Wilson), Oregon, OH location.

- Scheduling fittings

- Performing on-site measurements / fittings (assisted by the Safariland factory representative for larger fittings), and

- Assessing alterations.

- Training

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

2. **Program Manager: Doug Vance** (assisted by Mike Glass and Shawn Herman), Columbus, OH location.
 - Contract management to ensure proper service levels are maintained by Vance personnel.
 - Mike Glass and Shawn Herman will manage Jon Pollauf and Jamie Wilson’s progress and response times on orders and inquiries. Mike Glass will oversee any issues other than alterations.
 - Jamie Wilson, Columbus, OH location will process the orders and alterations internally.

3.3 Organizational Chart

1. Doug Vance, Owner / Vice President
 - a. Mike Glass, Executive Director of Law Enforcement
 - i. Shawn Herman, Law Enforcement Manager
 - ii. Jon Pollauf, Law Enforcement Sales Specialist / Michigan
 - iii. Jamie Wilson, Law Enforcement Inside Sales / Michigan

3.4 Customer Service

614-471-0712
 Monday – Friday 8:00 a.m. – 6:00 p.m. EST.

3.5 Technical Support, Repairs and Maintenance

614-471-0712
 Monday – Friday 8:00 a.m. – 6:00 p.m. EST.

3.6 Disclosure of Subcontractors

- A. The Contractor does not initially intend to utilize subcontractors.
- B. In the event the Contractor requires subcontractors, the Contractor agrees to disclose the following:

3.7 Security

The legal business name, address, telephone number of the subcontractor(s):	
A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities:	
The relationship of the subcontractor to the Bidder:	
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship:	
A complete description of the Contract Activities that will be performed or provided by the subcontractor:	
Of the total bid, the price of the subcontractor’s work:	

- A. The Contractor agrees all Contractor employees accessing criminal justice information systems or State facilities have passed a criminal background check at the county, state and federal level and mandatory drug screening. Any criminal convictions will result in the vendor being refused access to the facility.
- B. The Contractor agrees to issue Contractor personnel with uniform shirts/jackets with the Contractors logo and agrees to require employees wear State issued ID

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

badges when necessary. The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

4. Pricing

4.1 Price Term

A. Pricing is firm for the entire length of the Contract.

4.2 Price Changes

- A. Adjustments will be based on changes in actual Contractor costs. Any request 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.
- B. 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.
- C. 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

5.1 Authorizing Document

A. The appropriate authorizing document for the Contract will be a properly executed Delivery Order (DO).

5.2 Order Verification

- A. The Contractor agrees to have internal controls approved by DNR Procurement Services to verify abnormal orders and ensure only authorized individuals place orders.
- B. The Contractor will only process orders for body armor subject to a properly executed Delivery Order issued by DNR.
- C. The DNR will provide the Contractor with a list of employees authorized to place orders and / or schedule appointments to measure DNR Officers after receipt of a DO.

5.3 Minimum Order

A. The minimum order is one (1) vest, plate, or carrier.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

6. Delivery

6.1 Delivery Requirement

- A. Delivery will be F.O.B. Destination, DNR Law Enforcement Warehouse, 4147 Legacy Parkway, Lansing, MI 48911.

6.2 Delivery Programs

- A. The Contractor will drop-ship orders from manufacturer to DNR destination standard delivery via FedEx, UPS or freight based on quantity ordered.
- B. If the DNR requires expedited delivery, the Contractor will arrange subject to additional express freight charge t/b/d when the order is placed.

6.3 Packaging and Palletizing

- A. The Contractor agrees packaging will be optimized to permit lowest freight rate. Shipments will be palletized when possible on standard 4-way shipping pallets.

7. Acceptance

7.1 Acceptance, Inspection and Testing

- A. The State will use the following criteria to determine acceptance of the Contract Activities:
 1. The DNR Program Manager or designee will inspect all concealable body armor and approve acceptance of goods upon delivery per Section 1.2 Warranties.
 2. Upon delivery of vests to DNR Officers, the vest will be inspected and fitted to determine whether the vest meets the standards set forth in Exhibit A - Specifications.
 3. If a vest fails to meet the standard, the DNR Program Manager will contact the Contractor's Account Manager. The Account Manager or their representative will travel to the site specified and re-evaluate measurements of the vest for re-sizing. Vests to be re-sized and delivered within 30 calendar days. If the vest cannot be resized and / or meet the standards set forth in Exhibit A – Specifications, a new vest must be constructed and delivered within 45 calendar days.
 4. The DNR has 60 calendar days from delivery to return vest for alterations at no cost to the State.

8. Invoice and Payment

8.1 Invoice Requirements

- A. All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price; (h) agency & location; (i) name of department member the vest is assigned to; (j) serial number

8.2 Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT).

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

9. Project Plan

- A. The Contractor agrees to carry out this project under the direction and control of the DNR Program Manager.
- B. Within 30 calendar days of the Effective Date, the Contractor agrees to submit a project plan to the Program Manager for final approval. The plan will include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.
- C. The DNR Program Manager will notify the Contractor at the beginning of each calendar year of the number of ballistic vests that will need to be constructed. The Contractor will be provided with the work location or location of members requiring measurement. The Contractor agrees to cooperate with the DNR in identifying central site locations and offering a variety of hours and days (understanding working outside of the normal 8-5 Monday through Friday will most likely be necessary) for measurement. The Contractor, or their representative, agrees to travel to the agreed locations at their own expense.
- D. The ballistic vests will be constructed per the guidelines in Attachment A-Specifications and delivered to the member's worksite in 45 calendar days. Upon inspection by a designated member of the receiving Agency, the vest will either be deemed acceptable, or the Account Manager will be notified there is a sizing issue. The Account Manager, or their representative, must go to that worksite and reevaluate the vest for proper fit. Vests to be resized / altered will be returned within 30 days. Replacement vests will be delivered within 45 days.

10. Liquidated Damages

- A. Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.
- B. Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.
 - 1. The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.
 - 2. The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

SCHEDULE B - PRICING

**Department of Natural Resources
DNR Law Enforcement Division
Safariland Brand Body Armor
Contract No. 21000000980**

1. The price proposed includes all costs including, but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. The Contractor is not offering quick payment terms.
3. The Contractor certifies that the prices proposed were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Estimated 3 Year Quantity	Description	Price/Ea.	Total
270	Safariland SX Series SX02 / SX02F Includes ballistics and 1 – M2 Carrier	\$ 666.00	\$ 179,820.00
270	IMPAC-HT Plate	\$ 64.70	\$ 17,469.00
Total Estimated Contract Value			\$197,289.00

EXHIBIT A - SPECIFICATIONS



1. Scope:

The scope of this product specification provides information relating to The Safariland Group Model (NIJ Model # BA-2000S-SX02 and BA-2000S-SX02F) that is compliant with National Institute of Justice (NIJ) Standard 0101.06 Ballistic Resistance of Personal Body Armor for Type IIIA classification and manufactured by The Safariland Group (Safariland®).

2. Research, Development, and Manufacturing:

The manufacturer (Safariland®) of the armor model, as listed on the NIJ’s Compliant Product List (CPL), solely performs the research, development, and manufacturing capabilities described below. Other manufacturers of armor models listed on the CPL that have outsourced similar capabilities shall be deemed as inferior.

Capabilities	Internal	Out Sourced
Soft Armor Research and Development	X	
Hard Armor Research and Development	X	
Soft and Hard Armor Ballistic, Stab and Fragmentation Testing	X	
Soft and Hard Armor Non-Destructive and Destructive Testing	X	
Carrier Research and Development	X	
Domestic Soft and Hard Armor Manufacturing Facilities	X	
Domestic and International Carrier Manufacturing Facilities	X	

3. Armor Design – Construction:

The SX02 (Type II) model has the following armor design characteristics:

Feature(s)	Definition(s)	Benefit(s)
Hybrid Technology	The use of multiple types of ballistic, stab, fragmentation and blunt trauma resistant materials in an armor design.	Provides the perfect balance between blunt trauma reduction and ballistic resistance against a wide array of bullets
Honeywell Spectra® 5128	Spectra Shield® II SA-5128 is a Four ply Uni-Directional Polyethylene. It is made from Polyethylene fibers cross-piled at 0°/ 90° / 0°/ 90° orientation and impregnated with a resin matrix to form a fabric of material.	Spectra Shield® II SA-5128 Utilizes a fiber that is 10 times the strength of steel. Provides reduction in blunt trauma, increased ballistic and fragmentation resistance, and high degree of flexibility. Cross-piled fibers increase the transfer of energy following a ballistic event. Spectra Shield® II SA-5128 was designed for increased flexibility and comfort.
Honeywell Spectra Shield 5352	Spectra Shield® 5352 is a two-ply Uni-Directional Polyethylene. It is a pre-consolidated sheet material made from unidirectional Spectra® fiber pre-impregnated in a resin matrix, cross-plied in a 2-ply 0°/ 90° orientation. It is sold exclusively to Safariland™.	Spectra Shield® 5352 provides strong protection against the NIJ .06 threats and alternate threats. It has excellent fragmentation protection as well as substantial reduction of blunt trauma in a ballistic event. Spectra Shield® 5352 was designed for increased flexibility and comfort.

EXHIBIT A - SPECIFICATIONS

Honeywell Spectra Shield® 5358	Spectra Shield® 5358 is a Four ply Uni-Directional Polyethylene. It is a pre-consolidated sheet material made from unidirectional Spectra® fiber pre-impregnated in a resin matrix, cross-plied in a 4-ply 0°/ 90° / 0°/ 90° orientation. It is sold exclusively to Safariland™.	Spectra Shield® 5358 provides strong protection against the NIJ .06 threats and alternate threats. It has excellent fragmentation protection as well as substantial reduction of blunt trauma in a ballistic event. Spectra Shield® 5358 was designed for increased flexibility and comfort.
Woven DuPont™ Kevlar® Aramid fiber	The use of DuPont™ Kevlar® products made from Aramid fibers in various size yarns (dtex) that are woventogether to form a fabric of material. All ballistic plies are made from 100% DuPont™ Kevlar® KM2+ fibers.	Provides a high level of ballistic resistance with high impact properties, excellent thermal stability and chemical resistance. The addition of coatings and micro-laminates enhance the chemical and mechanical properties for durability in various conditions
Advanced Stitching(Single Perimeter, Shoulder Tack)	The use of a single ballistic stitch pattern along the entire perimeter of the armor subsets as necessary. A small center stitch line or 'Center Tack' is used in subsets. Sewn only with Spectra thread for improved strength and performance. Female front panel (SX02F) will have a structured design that will be cut and stitched.	Provides a reinforced area along the perimeter of the armor panel for increased performance during edge shots. Small shoulder stitch lines provide protection by securing ballistic materials together and increasing flexibility and comfort. The structured female front panel is designed for increased comfort.
Grip Loc Integrated Suspension System	Velcro® Hook Tabs are adhered to the exterior of the cover material for added support to ensure proper placement within the carrier system.	This provides an integrated suspension system that transfers the weight of the armor panel through the cover material and carrier to the shoulder straps. The suspension system prevents the armor panel from bunching at/on the bottom of the carrier and forming horizontal set wrinkles, therefore, increasing the life cycle of the ballistics and adding additional protection in a ballistic event.
Water Resistant Cover with Heat-sealed Edges	The use of Milliken 70 denier nylon. Armor panel has edges heat-sealed through an ultrasonic bond process with a minimum of a .25" wide seal.	Provides a durable protective cover around the armor panels that resists environmental contaminate(s). All packages are NIJ tested and compliant with TPU for waterproofing.

4. Armor Design – Ballistic Performance:

The SX02 (Type II) model has the following armor design characteristics:

Feature(s) – BA-2000S-SX02	Data
Areal Density (lbs per square foot)	0.59 lbs/ft ² (2.88 kg/m ²)
Thickness (inches)	0.160 in (4.06 mm)
9mm Estimated V-50 (New) (feet per second)	1817 ft/s (554 m/s)
9mm Estimated V-50 (conditioned) (feet per second)	1757 ft/s (536 m/s)
.357 Mag Estimated V50 (NEW) (feet per second)	1699 ft/s (518 m/s)
.357 Mag Estimated V-50 (conditioned) (feet per second)	1575 ft/s (480 m/s)
9mm Average Backface Signature (New) (millimeters)	30.40 mm
.357 Mag Average Backface Signature (NEW) (millimeters)	34.80 mm
9mm – RPI	3080
.357 Mag – RPI	2880
Independent NIJ Laboratory Special Threat Testing – 6 Shot Perforation – Backface Signature (P-BFS)	<ul style="list-style-type: none"> • Meets/Exceeds Requirements of FBI Body Armor Test Protocol • Winchester 9 mm 127 gr. +P+ SXT (RA9TA) – 1300 ± 30ft/s • Winchester .40 S&W 165 gr. SXT (RA40TA) – 1230 ± 30 ft/s • Speer .357 Sig 125 gr. GDHP (23918) – 1465 ± 30 ft/s • Federal 9 mm 124 gr. +P HST (P9HST3) – 1300 ± 30 ft/s • FN 5.7x28 mm 40 gr. SS197 Sporting Round, Blue Tip Hornady V-Max Bullet – 1750 ± 50 ft/s
Feature(s) – BA-2000S-SX02F	Data
Areal Density (lbs per square foot)*	0.61 lbs/ft ² (2.98 kg/m ²)
Thickness (inches)*	0.165 in (4.19 mm)
9mm Estimated V-50 (New) (feet per second) **	Front Panel: 1810 ft/s (552 m/s) / Back Panel: 1817 ft/s (554 m/s)
9mm Estimated V-50 (conditioned) (feet per second) **	Front Panel: 1704 ft/s (519 m/s) / Back Panel: 1757 ft/s (536 m/s)

EXHIBIT A - SPECIFICATIONS

.357 Mag Estimated V50 (NEW) (feet per second) **	Front Panel: 1699 ft/s (518 m/s) / Back Panel: 1699 ft/s (518 m/s)
.357 Mag Estimated V-50 (conditioned) (feet per second) **	Front Panel: 1707 ft/s (520 m/s) / Back Panel: 1575 ft/s (480 m/s)
9mm Average Backface Signature (New) (millimeters) *	30.40 mm
.357 Mag Average Backface Signature (NEW) (millimeters) *	34.40 mm
9mm – RPI	2967
.357 Mag – RPI	2785
Independent NIJ Laboratory Special Threat Testing – 6 Shot Perforation – Backface Signature (P-BFS)	<ul style="list-style-type: none"> •Winchester 9 mm 127 gr. +P+ SXT (RA9TA) – 1300 ± 30ft/s •Winchester .40 S&W 165 gr. SXT (RA40TA) – 1230 ± 30 ft/s •Speer .357 Sig 125 gr. GDHP (23918) – 1465 ± 30 ft/s •Federal 9 mm 124 gr. +P HST (P9HST3) – 1300 ± 30 ft/s •FN 5.7x28 mm 40 gr. SS197 Sporting Round, Blue TipHornady V-Max Bullet - 1750 ± 50 ft/s

**In accordance with NIJ 0101.06 Female Testing, the front panel must be tested separately from the back panel.

*This is an average of both the front and back panels.

5. Availability:

The SX02 (Type II) model is available in accordance with the NIJ Compliance Product List (CPL) as follows:

Classification (s)	Current Status
NIJ Template Size Availability	NIJ C-1 through NIJ C-5
Gender Neutral Armor Model Design Availability	Yes
Gender Specific Shape and Grade for Male(s) Availability	Yes
Gender Specific Shape and Grade for Female(s) Availability	Yes
Neutral and Female Ballistic Packages to be made of same materials	Yes

6. Support Programs:

Classification(s)	Current Status
Warranty	5 Years
Quality Assurance Program(s)	ISO 9001: 2008/ BA9000/ Vest Check Program
Safety Assurance Program(s)	OHSAS 18001
Environmental Assurance Program(s)	ISO 14001
Liability Insurance	Information Available Upon Request

EXHIBIT A - SPECIFICATIONS



M-2 (6713M) Technical Specification

Brand	SBA
Model	M2 (6713)
Color	Black, Navy, White, Tan, Olive, Light Blue, Grey
Sizes	Custom Sizes
Configuration	Male
Armor Panel Access	Bottom Front Zipper
Outer Material	100% Nylon Hex Ripstop and 100% Nylon Loop
Inner Material	Anti-microbial Wicking Mesh Liner of 100% Nylon Tricot Knit Mesh
Type of Plate Pocket	5x8, 7x9
Strap System	Removable Elastic Straps
Tails	Yes
Armor Features	<ul style="list-style-type: none"> • New removable welded elastic strap kit system • Strategically located ergonomic medium profile hook and loop channels for easy fastening and removal • External top loading front and rear plate pockets • No binding "Zero Edge" for improved comfort and reduce bulk around perimeter of carrier • Zipper opening for easy installation of ballistic panels • 100% nylon hex ripstop and 100% nylon loop materials • Antimicrobial moisture wicking mesh liner of 100% nylon tricot knit mesh

EXHIBIT A - SPECIFICATIONS

Optional and Replacement Components

Components

Item Number	Product Name	Description
0000000	N/A	N/A

Replacements

Item Number	Product Name	Description
1346974	6Pt Welded Elastic Strap Kit - Male	Black
1346975	6Pt Welded Elastic Strap Kit - Male	White
1346976	6Pt Welded Elastic Strap Kit - Fem	Black
1346977	6Pt Welded Elastic Strap Kit - Fem	White

Compatible Styles

Item Number	Product Name	Description
0000000	N/A	N/A

EXHIBIT A - SPECIFICATIONS



IMPAC-HT [Handgun Threat] Plate

1. Scope:

The scope of this product specification provides information relating to the PROTECH® IMPAC-HT 5" x 8" [Handgun Threat] special threat plate manufactured by Safariland™.

2. Research, Development, and Manufacturing:

The manufacturer (Safariland™) of the special threat plate solely performs the research, development, and manufacturing capabilities described below. Other manufacturers of special threat plates that have outsourced similar capabilities shall be deemed as inferior.

Capabilities	Internal	Out Sourced
Soft Armor Research and Development	X	
Hard Armor Research and Development	X	
Soft and Hard Armor Ballistic, Stab and Fragmentation Testing	X	
Soft and Hard Armor Non-Destructive and Destructive Testing	X	
Carrier Research and Development	X	
Domestic Soft and Hard Armor Manufacturing Facilities	X	
Domestic and International Carrier Manufacturing Facilities	X	

3. Plate Design (Size/Weight/Ballistic Coverage Capability):

The PROTECH® IMPAC-HT [Handgun Threat] special threat plate measures 5" x 8" [12.7 cm x 20.32 cm] in size, is 0.25" [0.64 cm] thick, weighs 0.3 [0.14 kg] pounds, and offers 40 in² [258 cm²] (total area) of ballistic coverage. All numeric figures listed in the previous sentence are approximate.

4. Plate Design (Material Construction):

The PROTECH® IMPAC-HT [Handgun Threat] special threat plate has the following design features related to material construction:

Feature(s)	Definition(s)	Benefit(s)
Uni-Directional Polyethylene Material	A semi-rigid, advanced composite, uni-directional high-performance fiber material used as the primary ballistic element of the special threat plate	Provides excellent ballistic (handgun) resistance properties during impact (energy absorption) and after the ballistic engagement (energy dispersion/back face deformation reduction)
Diamond Rip Stop Nylon Outer Cover Material (Bagged)	A durable, abrasion resistant, cut, tear, and water-resistant material used for the exterior outer cover of the special threat plate.	Provides a durable, water resistant material to protect the ballistic resistant material - in addition, it resists the negative effects of exposure to high temperatures and "dry-rotting." Maintains color over time and resists discoloring when exposed to abrasion and wear.

EXHIBIT A - SPECIFICATIONS

5. Plate Design (Shape):

The PROTECH® IMPAC-HT [Handgun Threat] special threat plate has the following design features related to shape:

Feature(s)	Definition(s)	Benefit(s)
Rectangle Cut	A rectangular cut used as the shape design of the plate	Provides increased mobility and range of motion to the wearer's arms when situated in a shooting stance
Single-Curvature	A 14-degree radius, in the form of a top to bottom curvature, incorporated into the shaped design of the plate	Provides a more natural, comfortable fit to the wearer's body

6. Plate Design (Ballistic Performance):

The PROTECH® IMPAC-HT [Handgun Threat] special threat plate has the following performance characteristics as documented through Independent NIJ laboratory testing reports:

Feature(s)	Data
Threat	Special Handgun Threats
Independent NIJ Laboratory Special Threat Testing (Stand Alone)	Data
Speer .357 SIG, 125gr. FMJ @ 1470 ± 30 fps [448 ± 9 mps]	3 Impacts
Speer .44 Magnum, 240gr. SJHP @ 1430 ± 30 fps [436 ± 9 mps]	1 Impact
Win. 9mm +P+, 127gr. SXT @ 1250 ± 30 fps [381 ± 9 mps]	3 Impacts
Speer .357 SIG, 125gr. GDHP @ 1375 ± 30 fps [419 ± 9 mps]	3 Impacts
Norinco 7.62 x 25mm Tokarev, 85gr. FMJ @ 1530 ± 30 fps [466 ± 9 mps]	3 Impacts
FN 5.7 x 28mm, 28gr. SS195LF (Belgium) @ 2086 ± 30 fps (avg.) [636 ± 9 mps]	3 Impacts
FN 5.7 x 28mm, 40gr. SS197 (Blue Tip) @ 1721 ± 30 fps (avg.) [525 ± 9 mps]	3 Impacts

* IMPAC Plates should always be used in conjunction with an NIJ approved soft body armor vest

7. Support Programs:

Classification(s)	Current Status
Ballistic Warranty	5 Years
Workmanship Warranty	1 Year
Quality Assurance Program(s)	ISO 9001
Safety Assurance Program(s)	OHSAS 18001
Environmental Assurance Program(s)	ISO 14001
Liability Insurance	Information Available Upon Request

EXHIBIT B – DELIVERY LOCATION

All vest orders will be delivered F.O.B. Destination to the Michigan Department of Natural Resources Law Enforcement Division warehouse, to be recorded by the Division Quartermaster.

Michigan Department of Natural Resources
Law Enforcement Division
TRAINING DIVISION Lansing-Training
4147 Legacy Parkway
Lansing, MI 48911

The Contractor should contact Colleen West to schedule an appointment to ensure DNR staff on site to accept delivery. WestC6@michigan.gov or Cell: 517-512-5731.

ATTACHMENT A – SAFARILAND NIJ 06 SOFT ARMOR WARRANTY

NIJ 06 WARRANTY

10



EXPRESS LIMITED WARRANTY FOR SAFARILAND® FLEXIBLE BODY ARMOR VESTS CERTIFIED UNDER NIJ-0101.06

- Safariland warrants that its "NIJ-06" flexible body armor vests ("Vests") have been certified to comply with the National Institute of Justice's ("NIJ") Ballistic Resistance of Body Armor, NIJ Standard-0101.06 (July 2008), for the applicable NIJ threat level designated on each Vest's label. For multi-threat (i.e., ballistic and stab resistant) Vests, Safariland also warrants that the Vests have been certified to comply with the NIJ's Stab Resistance of Personal Body Armor, NIJ Standard-0115.00 (September 2000), for the applicable NIJ spike threat level designated on each Vest's label.
- For a period of sixty (60) months after the date of purchase, Safariland warrants that the ballistic panels of its Vests shall be free from defects in material and workmanship and shall comply with Safariland's VestCheck™ used vest testing protocols for ballistic performance (as set forth on www.safariland.com). Vests should not be worn or used after the expiration of this warranty period (i.e., "useful life" period).
- For a period of twelve (12) months after the date of purchase, Safariland warrants that the outer carriers of its Vests shall be free from defects in material and workmanship.
- Vests shall be always worn in accordance with Safariland's Use & Care instructions contained in the applicable User Manual included with each Vest. The above warranties do not apply to any Vest that has been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.
- The above warranties are the sole and exclusive warranties made by Safariland with respect to its Vests. They shall not be enlarged by any representations, descriptions, course of dealing, trade usage, technical advice, service, samples, models, or otherwise, nor shall they be altered or expanded by any acts, statements, or agreements of any dealer, employee, or agent of Safariland (other than by a duly authorized officer of Safariland). SAFARILAND MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.
- In the event that Safariland determines that a Vest (or component) is defective during an applicable warranty period, Safariland agrees to (at its election) replace, repair, or issue a pro-rated purchase price credit for such product. All returns shall be made to Safariland's factory and must include (1) proof of issue/purchase, and (2) documentation specifying the claimed defect

and all relevant supporting information. A Return Authorization Number (RA) must be obtained from Safariland prior to returning the product.

7. IN NO EVENT SHALL SAFARILAND BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO ITS VESTS, REGARDLESS OF THE FORM OF THE ACTION, NOTWITHSTANDING ANY CONTRARY PROVISION, IN NO EVENT SHALL THE TOTAL LIABILITY OF SAFARILAND (TOGETHER WITH THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE VEST THAT GIVES RISE TO SUCH LIABILITY. The foregoing disclaimers are subject to any applicable laws that regulate product warranties.

THE SAFARILAND VESTCHECK™ PERFORATION TESTING PROGRAM FOR USED BODY ARMOR VESTS

In order to evaluate the on-going ballistic performance of its flexible body armor vests ("Vests"), Safariland regularly conducts perforation testing of its Used Vests across a broad spectrum of models, ages, and wear categories.

Safariland tests its Used Vests in dry condition for perforations in accordance with the P-BFS test protocols as specified in NIJ Standard-0101.06, Section 7.8, at the Conditioned Armor Test Velocities (set forth in NIJ Standard-0101.06, Table 4) for the test rounds specified for the applicable NIJ threat level as indicated on the Vest's label. The test will be deemed satisfactory so long as there are no perforations of the ballistic panels.

A Used Vest is not required or expected to meet any backface signature thresholds. Backface signatures of the ballistic panels may be measured and recorded by Safariland in the conduct of its perforation testing, but such data shall be considered informational only and shall not be considered for purposes of determining whether the Used Vest passes the perforation test.

In the unlikely event of an unsatisfactory perforation test result, Safariland shall conduct a detailed review of all applicable test data and conditions, and shall implement such follow-on test protocols as may be needed to determine the scope of any potential ballistic performance issue(s) and causal factor(s) (e.g., test sample condition, environmental factors, workmanship, materials, lot consistency, model design).

Implementation of the VestCheck Perforation Testing Program as regarding the ballistic performance of any Used Vest shall be determined exclusively by Safariland. Ballistic performance or other tests performed by a buyer, user, government agency, laboratory, or any other party not expressly authorized by Safariland shall not be valid for purposes of any warranty or other representations made by Safariland.

ADDITIONAL WARNINGS:

- This ballistic-resistant Vest is intended to reduce or prevent injuries from specific threats. Body armor is not "bulletproof," and cannot protect against all threats. Impact forces also can result in serious injury or death.
- Ballistic panels offer protection to only those areas that they cover. Strenuous movements or physical altercations may cause ballistic panels to shift on the user's body, thus affecting actual coverage. Vests that fit improperly (e.g., too long or too wide in the chest area) can develop set wrinkles in the ballistic fabric. Substantial weight gain or loss, or changes in body shape or contour, can also cause previously protected areas to become exposed. If the user has experienced a substantial weight gain or loss, he or she should immediately take their Vest to an authorized dealer for an inspection.
- Ballistic panels are designed to defeat certain threats only if properly inserted into the outer carrier facing in the correct direction. The label affixed to the panel indicates which side is the "strike side" - meaning the side that must face outward. The user MUST ensure that the ballistic panels are properly inserted into the carrier in the proper direction. Failure to follow these instructions can result in serious injury or death.
- Vests work by dissipating kinetic energy across the fibers of a ballistic panel - should the Vest be struck by a threat close to an edge, its ability to dissipate the energy may be negatively impacted.
- The greater the angle at which a round strikes the Vest (opposite of a "head on" shot), the greater the possibility the round may ricochet or slide off the side of the Vest.
- Multiple rounds striking in a tight shot pattern may weaken that area of the Vest and result in a complete penetration.
- Unless specifically stated otherwise on the Vest's label, it is not warranted to defeat spikes, picks, knives or other sharp objects.

ATTACHMENT B – SAFARILAND ARMOR – ISO9001 – BA9000 CERT THROUGH 4.19.21



**PERRY JOHNSON
REGISTRARS, INC.**

Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Quality Management System of:

The Safariland Group
13386 International Parkway, Jacksonville, FL 32218 United States

*(Hereinafter called the Organization) and hereby declares that
Organization is in conformance with:*

ISO 9001:2015/BA 9000:2016

This Registration is in respect to the following scope:

Design and Manufacture of Soft/Hard Armor and Protective Equipment

*This Registration is granted subject to the system rules governing the Registration referred to above, and the
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PIR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48064
(248) 358-3388



The validity of this certificate is dependent upon ongoing surveillance.

Effective Date:
May 7, 2018

Expiration Date:
April 19, 2021

Certificate No.:
C2018-01862

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and VANCE OUTDOORS, INC. (“**Contractor**”), an Ohio Corporation.

This Contract is effective June 1, 2021 (“**Effective Date**”) and unless terminated expires May 31, 2024.

This Contract may be renewed for up to Five 1-Year Options to Renew. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will exercise Options to Renew via Contract Change Notice.

The parties agree as follows:

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

The Contractor agrees to furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

The Contractor agrees to: (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.

The Contractor agrees to be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever contacting 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

STANDARD CONTRACT TERMS

without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

State:	Contractor:
Lisa Crozier-Green 525 West Allegan Constitution Hall, Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Doug Vance 3723 Cleveland Ave Columbus, OH 43224 dvance@vanceoutdoors.com (614) 471-7000 Ext. 315

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Lisa Crozier-Green 525 West Allegan Constitution Hall, Third Floor Lansing, MI 48933 CrozierGreenL@michigan.gov 517-388-6626	Doug Vance 3723 Cleveland Ave Columbus, OH 43224 dvance@vanceoutdoors.com (614) 471-7000 Ext. 315

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:
Jason Wicklund WicklundJ@michigan.gov 517-284-5996	Doug Vance 3723 Cleveland Ave Columbus, OH 43224 dvance@vanceoutdoors.com (614) 471-7000 Ext. 315

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 Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. 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.

STANDARD CONTRACT TERMS

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate Deductible Maximum: \$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 04.
Umbrella or Excess Liability Insurance	
Minimum Limits: \$5,000,000 General Aggregate	Contractor must have policy follow form.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	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; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled 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 delivery order number, at Contract formation and within twenty (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 five (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.

STANDARD CONTRACT TERMS

This Section is not intended to and is not to 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 Program Manager or Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 10. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, 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.
- 11. 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

STANDARD CONTRACT TERMS

other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

- 12. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, 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 its obligations under this Contract.

- 13. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 14. 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 Schedule 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 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

STANDARD CONTRACT TERMS

Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 15. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
- 16. 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.
- 17. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule 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.
- 18. 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 Schedule 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. All prices are exclusive 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.

STANDARD CONTRACT TERMS

The State will disburse payments under this Contract by Electronic Funds Transfer (EFT). Contractor must register with the State at www.michigan.gov/SIGMAVSS 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.

- 19. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 20. 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 delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 21. 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 24, 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.

STANDARD CONTRACT TERMS

- 22. 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.
- 23. 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.
- 24. 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).

STANDARD CONTRACT TERMS

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.

- 25. 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.
- 26. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 27. 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

STANDARD CONTRACT TERMS

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.

- 28. 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.
- 29. 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

STANDARD CONTRACT TERMS

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 Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

30. 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 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation,

STANDARD CONTRACT TERMS

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.

- 31. 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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. 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.
- 32. 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

STANDARD CONTRACT TERMS

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.

- 33. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 34. Prevailing Wage.** Contractor must comply with prevailing wage requirements to the extent applicable to this Contract.
- 35. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 36. 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.
- 37. 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.
- 38. 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.
- 39. 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.
- 40. 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

STANDARD CONTRACT TERMS

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.

- 41. 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.
- 42. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 43. Schedules, Exhibits and Attachments.** All Schedules, Exhibits and Attachments are hereby incorporated by reference.

Schedule A	Statement of Work
Schedule B	Vendor Price Quote
Exhibit A	Specifications
Exhibit B	Delivery Locations
Attachment A	Safariland NIJ 06 Soft Armor Warranty
Attachment B	Safariland Armor – ISO9001 – BA9000 Cert through 4.19.21

- 44. Entire Agreement and Order of Precedence.** This Contract, and all schedules, exhibits and attachments which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding schedules, exhibits or attachments; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules, exhibits and attachments expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE

STANDARD CONTRACT TERMS

FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

- 45. 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.
- 46. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 47. 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.
- 48. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Changes to named Key Personnel must be incorporated by Contract Change Notice. Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

FEDERAL PROVISIONS ADDENDUM

- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not

FEDERAL PROVISIONS ADDENDUM

applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, contractors are required to pay wages not less than once a week.

FEDERAL PROVISIONS ADDENDUM

3. Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- 1) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require and a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- 3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- 1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory,

FEDERAL PROVISIONS ADDENDUM

to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3) Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or

FEDERAL PROVISIONS ADDENDUM

regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

FEDERAL PROVISIONS ADDENDUM

- 3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

FEDERAL PROVISIONS ADDENDUM

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

1) Access to Records. The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

3) DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4) Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5) No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BYRD ANTI-LOBBYING CERTIFICATION

The Contractor, Vance Outdoors, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Doug Vance, Vice President
Name and Title of Contractor's Authorized Official

April 6, 2021
Date