



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

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

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000001103**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Adam Ward
	231S. Old Woodward Ave. Ste. 212
	Birmingham MI 48009
	Adam Ward
	231-881-0708
	adam@slipngrip.com
	VS0281032

STATE	Program Manager	Kathy Garland	DNR
		313-396-6871	
		Garlandk3@michigan.gov	
	Contract Administrator	Kim Marton	DNR
517-388-6763			
martonk@michigan.gov			

CONTRACT SUMMARY

DESCRIPTION: Archery Coordinator – Regional Area 2 – Luce, Chippewa, Mackinac, Emmet, Cheboygan, Presque Isle, Charlevoix, Antrim, Otsego, Montmorency, Alpena, Kalkaska, Crawford, Oscoda, Alcona.
Area 3 – Leelanau, Benzie, Grand Traverse, Manistee, Wexford, Mason, Lake, Osceola.
Area 4 – Missaukee, Roscommon, Ogemaw, Iosco, Clare, Gladwin, Arenac, Isabella, Midland.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2023	June 30, 2026	3 1-year	June 30, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
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			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: Orders will be placed directly by the DNR via the authorized document established in Schedule A, Section 5.1. Authorizing Documents and per the terms, conditions, specifications, and pricing of this Contract.			
The terms and conditions of this Contract are those of RQN 23000003480 and this Contract Agreement. 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.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$15,000.00

FOR THE CONTRACTOR:

Adam Ward

Company Name

Authorized Agent Signature

Adam Ward

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Kip Conley – Lead Buyer

Name & Title

Department of Natural Resources

Agency

Date

STATE OF MICHIGAN

Master Agreement Number 230000001103
Department of Natural Resources
Regional Archery Coordinator

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

BACKGROUND

The DNR Archery Education Coordinator has the ultimate responsibility for the National Archery in the Schools Program (NASP), Recreational Archery Programs and the Explore Bowhunting programs statewide.

The DNR Archery Education Coordinator and staff cannot develop and grow statewide archery and Bowhunting education programs without assistance, therefore it is necessary to divide the state into Regional Areas and delegate administrative authority of archery and Bowhunting education programs to a Regional Archery Coordinator.

Regional Areas:

Area 1 – Keweenaw, Houghton, Ontonagon, Gogebic, Baraga, Iron, Marquette, Dickinson, Menominee, Delta, Schoolcraft

Area 2 – Luce, Chippewa, Mackinac, Emmet, Cheboygan, Presque Isle, Charlevoix, Antrim, Otsego, Montmorency, Alpena, Kalkaska, Crawford, Oscoda, Alcona

Area 3 – Leelanau, Benzie, Grand Traverse, Manistee, Wexford, Mason, Lake, Osceola

Area 4 – Missaukee, Roscommon, Ogemaw, Iosco, Clare, Gladwin, Arenac, Isabella, Midland

Area 5 – Oceana, Newaygo, Mecosta, Muskegon, Montcalm, Ottawa, Kent, Ionia

Area 6 – Clinton, Eaton, Ingham, Jackson, Hillsdale, Lenawee

Area 7 – Allegan, Barry, Van Buren, Kalamazoo, Calhoun, Berrien, Cass, St. Joseph, Branch

Area 8 – Livingston, Oakland, Macomb, Washtenaw, Wayne, Monroe

Area 9 – Bay, Saginaw, Genesee, Tuscola, Huron, Sanilac, Lapeer, St. Clair

SCOPE

The primary role of the Regional Archery Coordinator is to provide Basic Archery Instructor certification training in compliance with National Archery in the Schools Program (NASP) operating principles, to individuals within their assigned region who wish to join the Department of Natural Resources (DNR) NASP. The combined goal for these positions is to certify 140 new NASP Basic Archery Instructors on an annual basis.

This Contract is for Regional Area's 2 – Luce, Chippewa, Mackinac, Emmet, Cheboygan, Presque Isle, Charlevoix, Antrim, Otsego, Montmorency, Alpena, Kalkaska, Crawford, Oscoda, Alcona.
Area 3 – Leelanau, Benzie, Grand Traverse, Manistee, Wexford, Mason, Lake, Osceola.
Area 4 – Missaukee, Roscommon, Ogemaw, Iosco, Clare, Gladwin, Arenac, Isabella, Midland.
1 – Keweenaw, Houghton, Ontonagon, Gogebic, Baraga, Iron, Marquette, Dickinson, Menominee, Delta, Schoolcraft.

REQUIREMENTS

A. The Contractor agrees to:

1. Ensure adequate insurance coverage. The insurance requirement can be met by:
 - Having insurance coverage through school or organization
 - Maintaining membership and insurance coverage through NASP and / or 3-D International
2. Complete the DNR NASP basic archery instructor trainer certification course.
3. Maintain active trainer certification
4. Have experience as a NASP basic archery instructor and demonstrate outstanding teach and organizational skills.
5. Complete USA Archery Level 2 training prior to conducting Recreational Archery Program training.
6. Complete training as an instructor for Explore Bowhunting prior to conducting Explore Bowhunting Training program.
7. Be willing to devote the time and effort required to carry out the duties and responsibilities of a Regional Archery Coordinator.
8. Have the ability to supervise, plan and conduct NASP Basic Archery Instructor training programs, maintain necessary records and handle routine administrative responsibilities.
9. Be knowledgeable of DNR archery grant programs and website.
10. Display good communication skills, both written and oral.
11. Be knowledgeable on all forms of archery equipment including compound, re-curve and crossbow.
12. Be knowledgeable on all archery education programs including NASP< Recreational Archery Program, Explore Bowhunting, Beyond NASP, After School Archery Program (ASAP), Junior Olympic Archery Development (JOAD), Centershot Archery and Collegiate Archery Programs.
13. Have a keen interest and strong support for DNR archery education and bowhunting programs Attending Regional Archery Coordinator meetings schedule by the DNR Archery Education Coordinator.
14. Help maintain overall quality assurance and integrity of DNR Archery and Bowhunting Education programs.
15. Help promote all DNR Archery and Bowhunting Education Programs include, but not limited to NASP, The Recreational Archery Program, Explore Bowhunting, Hunter Education, International Bow Hunter Education Program and Becoming and Outdoors' Woman.
16. Attend workshops or events within their assigned region where the public can be informed of the purpose, objectives, and accomplishments of the DNR Archery Education programs.
17. Be knowledgeable of archery range design and informational resources in order to properly direct inquiries.

Once appointed, the DNR will provide the Regional Archery Coordinator with materials and training required to perform the Contract Activities.

B. Contract Activities include, but are not limited to:

1. Promoting safety at all times,
2. Work in collaboration with DNR staff to promote and grow NASP, the Recreational Archery Program and the Explore Bowhunting Program.
3. Attend Regional Archery Coordinator meetings scheduled by the DNR Archery Education Coordinator.
4. Help maintain overall quality assurance and integrity of DNR Archery and Bowhunting Education programs.
5. Help promote all DNR Archery and Bowhunting Education Programs including NASP, The Recreational Archery Program, Explore Bowhunting, Hunter Education, International Bow Hunter Education Program and Becoming and Outdoors' Woman.
6. Network and create partnerships with various conservation organizations, retailers, clubs and municipal or non-profit agencies within the community to promote DNR Archery and Bowhunting Education programs and all other recreational archery programs including Beyond NASP, After School Archery Program (ASAP), Junior Olympic Archery Development (JOAD), Collegiate Archery Programs and Centershot Archery, etc.
7. Attend advanced training seminars as required by the DNR Archery Education coordinator to establish credibility and knowledge in the sport of archery. A minimum of one per year is recommended.

C. Training

The DNR Program Manager will provide a bi-annual evaluation of the Regional Archery Coordinator's performance to determine if the Regional Archery Coordinator has:

1. Completed the DNR National Archery in the Schools Program Basic Archery Instructor Trainer certification and maintains active certification.
2. Experience as a NASP BAIT and have demonstrated outstanding teaching and / or organizational skills.
3. Completed USA Archery Level 2 training prior to conducting Recreational Archery Program training classes.
4. Completed training as an instructor for Explore Bowhunting prior to conducting Explore Bowhunting training classes.
5. Provide proof of insurance coverage.

1. Programs

A. National Archery in the Schools Program (NASP)

The Regional Coordinator is responsible for, and agrees to:

1. Serve as the primary point of contact for NASP in their assigned Regional Area.
2. Submit a bi-annual training schedule to the DNR Archery Education Coordinator.
3. Identify and recruit new schools to join NASP.
4. Plan, organize and conduct a minimum of 6 – 12 annual NASP Basic Archery Instructor certification courses.
5. Certify 20 new NASP Basic Archery Instructors each year.
6. Two weeks (minimum) before each scheduled class date:
 - a. Obtain Basic Archery Instructor course material from the DNR Archery Education Coordinator
7. Within two weeks of each Basic Archery Instructor class completion:
 - a. Enter NASP Basic Archery Instructor graduate information forms online at www.nasparchery.com

- b. Submit NASP Basic Archery Instructor graduate information forms to the DNR Archery Education Coordinator
 8. Coordinate and oversee DNR / NASP Regional tournament events.
 9. Assist the DNR Archery Education Coordinator with DNR / NASP State tournaments.
- B. Recreational Archery and Explore Bowhunting Programs**
- Upon receiving appropriate training, the Regional Archery Coordinator may perform the following Contract Activities:
1. Help identify and recruit new municipal parks and recreation departments to join the Recreational Archery Program (RAP) in their assigned Regional Area.
 2. Plan, organize and conduct Basic Archery Instructor certification courses for parks and recreation staff. (Additional instruction in advanced compound, re-curve and crossbow archery will be required.)
 3. Two weeks (minimum) before each scheduled class date:
 - Obtain Basic Archery Instructor course materials from the DNR Archery Education Coordinator.
 4. Within two weeks of each Basic Archery Instructor class completion:
 - Enter NASP Basic Archery Instructor graduate information forms online at www.nasparchery.com
 - Submit NASP Basic Archery Instructor graduate information forms to the DNR Archery Education Coordinator
 5. Help identify and recruit new schools, after-school program providers, churches, youth-serving organizations and municipal parks and recreation departments to join Explore Bowhunting in their assigned Regional Area.
 6. Plan, organize and conduct Explore Bowhunting Workshops for education leaders.
 7. Two weeks before each Explore Bowhunting class:
 - Obtain Explore Bowhunting materials from the DNR Archery Education Coordinator.
 8. Within two weeks of each Explore Bowhunting class completion:
 - Submit Explore Bowhunting graduate information forms to the DNR Archery Education Coordinator

C. Failure to Perform

The DNR retains the right to dismiss a Regional Archery Coordinator for:

1. Failure to comply with the duties, responsibilities and / or qualifications outlined in this Contract.
2. Failure to participate in required in-service training or meetings.
3. Discrediting DNR Archery or Bowhunting Education programs, or the sport of archery and / or bow hunting.
4. Failure to follow safety procedures.
5. Failure to maintain high ethical, moral, and responsible standards.

2.0. Reporting

- A. The Contractor agrees to complete and submit to the Program Manager any DNR required reports.

2.1. Meetings

- A. The Contractor agrees to attend any DNR required meetings.

3. Pricing

3.1. Price Term

- A. Pricing is firm for the entire length of the Contract.
- B. Effective March 1, 2024, through April 30, 2026 the Regional Archery Coordinator will be paid a maximum of \$4,500 per year plus \$25.00 per year for insurance through NASP. The Regional Archery Coordinator may invoice up to \$1,500 on a bi-annual basis.
- C. Evaluation of these positions will be done on the performance, duties, and responsibilities by the Program Manager bi-annually. Failure to meet the minimum requirements may result in payment being withheld.

3.2. Price Changes

- A. The Program Manager is authorized to recommend price changes, pending Division approval. In the event a price increase is enacted, the Contractor will be provided with a Contract Change Notice requiring signature and current certificate of liability insurance.

4.0 Ordering

4.1 Authorizing Document

- A. The appropriate authorizing document for the Contract will be a Delivery Order.

5.0 Invoice and Payment

5.1. Invoice Requirements

- A. All invoices submitted to the State must include:
 - 1.) Date
 - 2.) Delivery Order
 - 3.) Quantity
 - 4.) Description of the Contract Activities
 - 5.) Unit Price
 - 6.) Vendor Generated Invoice Number
 - 7.) Total Price



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Adam Ward (“**Contractor**”). This Contract is effective on July 1, 2023 (“**Effective Date**”), and unless terminated, expires on June 30, 2026.

This Contract may be renewed for up to THREE 1-Year Renewals. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

Vendor is deemed to have accepted these terms upon the earliest of vendor’s: written acceptance of these terms; commencement of work; receipt of payment; or submission of a bid, proposal, or other offer in response to a solicitation.

- 1. General.** Vendor’s failure to deliver or comply with any of these terms, may result in damages against the Vendor and the termination of the Contract.
- 2. Delivery, Title and Risk of Loss.** Vendor must pay all costs associated with packaging, freight, and shipping, and must ship all deliverables F.O.B. destination, inside delivery, unless otherwise specified in the Contract. Title and risk of loss or damage to deliverables remains with Vendor until the deliverables have been received, inspected and accepted by the State in accordance with these terms. All containers and packaging become the State’s exclusive property upon final acceptance. Vendor shall ensure that all deliverables and services (“**Deliverables**”) are provided to the State by the date and time specified on the Contract. If Vendor fails to provide the Deliverables in accordance with the Contract, the State may reject the delivery and terminate the Contract without any termination charges or penalties, and Vendor must pay all associated costs, including, but not limited to, expedited routing costs, return shipping charges, the procurement of the Deliverables from another source, and any storage removal, or disposal expenses. The risk of loss of rejected or non-conforming Deliverables remains with Vendor. Rejected Deliverables not removed by Vendor within 10 calendar days will be deemed abandoned by Vendor, and the State will have the right to dispose of such Deliverables as its own property. Vendor is responsible for filing, processing, and collecting all damage claims.
- 3. Inspection.** The State may inspect the work and activities of Vendor, and its subcontractors, at all reasonable times and places before, during and after delivery of the Deliverables. All Deliverables are subject to final inspection and acceptance by the State notwithstanding any prior payments or inspections. Final inspection will take place within 30 calendar days of the later of the delivery date, installation, or completion of services. If any Deliverables are non-conforming or defective, the State is entitled to, at its option and at Vendor’s expense: (a) a refund; (b) a credit; or (c) correction or replacement. If Vendor fails to correct defects or replace non-conforming Deliverables within 10 calendar days, the State may, in addition to its other remedies: (i) reject such Deliverables; (ii) accept such Deliverables at a discount; or (iii) make such corrections or replace such Deliverables and charge Vendor any resulting costs incurred by the State plus an additional 10% administrative fee.

- 4. Payment.** Invoices must include an itemized statement of all charges. All undisputed amounts are payable within 45 calendar days of the later of the State's: (a) receipt of an invoice; or (b) final acceptance of the Deliverables. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Deliverables purchased under the Contract are for the State's exclusive use. Notwithstanding the foregoing, all fees are inclusive of taxes, and Vendor is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by federal, state or local government entities on any amounts payable by the State. The State may withhold payment in whole or in part for Deliverables the State determines are defective, untimely, or otherwise non-conforming to the Contract. All amounts due and payable by the State to Vendor shall be subject to deduction or setoff by the State against any claim the State may have against Vendor whether arising out of the Contract or any other transactions with the State. The State will only disburse payments through Electronic Funds Transfer (EFT). If Vendor does not register to receive payments at <http://www.michigan.gov/SIGMAVSS>, the State is not liable for failure to provide payment.
- 5. Warranties and Representations.** Vendor represents and warrants: (a) all Deliverables furnished under the Contract will conform to all specifications and industry standards, and will be free from defects, including, where applicable and without limitation, defects in material, workmanship, and title; (b) Vendor is the owner or licensee of all Deliverables it licenses, sells, or develops and Vendor has the rights necessary to convey title, ownership rights, or licensed use; (c) all Deliverables are provided free from any security interest, lien, or encumbrance and will continue in that respect; (d) the Deliverables will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (e) Vendor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Deliverables; (f) Vendor will not negate, exclude, limit, or modify in any warranty otherwise available to the State in any way; (g) the Deliverables are merchantable and fit for the State's intended use ; (h) the Deliverables furnished will conform in all respects to samples, advertisements, and other forms of representation made to the State; (i) the Contract signatory has the authority to enter into the Contract; (j) all information furnished and representations made in connection with the Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading, and the (k) Vendor 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. Vendor agrees to promptly replace or correct any Deliverables not conforming to the foregoing warranty, without expense to the State, when notified of such non-conformity by the State. A breach of this Section is a material breach of the Contract.
- 6. Termination for Cause.** The State may terminate the Contract, in whole or in part, at any time for cause in the event Vendor fails to comply with any of these terms, including, without limitation, late delivery or performance, the delivery of defective or non-conforming Deliverables, or failure to provide the State with reasonable assurances of future performance. In the event of termination for cause, the State will not be liable to Vendor for any amount, and Vendor will be liable to the State for any and all damages, including but not limited to, administrative fees, court costs, attorney fees, and cover costs. Any ineffectual termination for cause is hereby deemed a termination for convenience, effective as of the same date and limited to those rights.
- 7. Termination for Convenience.** The State may immediately terminate the Contract, in whole or in part, without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. Upon termination for convenience, the State will only pay for those Deliverables, not including standard stock, then in progress and which cannot be returned under these terms.
- 8. Indemnification.** Vendor must defend, indemnify and hold the State, all of its instrumentalities, 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 Vendor (or any of Vendor'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 other requirements contained in the 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 Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable). Due to constitutional prohibitions, the State will not indemnify Vendor, or its employees or affiliates, for any reason whatsoever.

- 9. Confidentiality.** Vendor agrees that any information, including State Data, disclosed by the State in relation to the Contract will be used only in the performance thereof. Vendor will keep the information confidential, will not disclose it to any third party, except as authorized by the State, and will only disclose it to those within its organization who need it for performance of the Contract. Upon completion or termination of the Contract, Vendor will return all such information to the State, or make such other disposition thereof as directed or approved by the State. No item furnished under the Contract, or tools, plans, designs, or specifications for producing the same, which have been specifically designed for or by the State, will be duplicated or used by Vendor. Nothing in this provision will restrict Vendor's right to use or disclose any information which is or becomes known to the public without breach of this provision by Vendor or is rightfully obtained without restriction from other sources.
- 10. Proprietary Rights.** All materials, tools, plans, designs, specifications, equipment, and other property either furnished by the State to Vendor or paid for by the State, will remain the property of the State, but the Vendor assumes the risks of, and will be responsible for, any loss or damage, until returned in good order to the State. Such property must be safely stored and properly maintained by Vendor. Upon completion of this Contract, Vendor will return such property to the State or to any other entity as the State may direct, in the condition in which it was received, manufactured or procured by Vendor, except for reasonable wear and tear and except if such property has been incorporated into the Deliverables.
- 11. State Data.** All data and information provided to Vendor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data") and may only be used as specifically required by the Contract; this definition is to be construed as broadly as possible. Upon request, Vendor must provide to the State, or its third-party designee, all State Data within 10 calendar days of the request and in the format requested by the State. Vendor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 12. Intellectual Property.** Unless otherwise stated in the Contract, Vendor: (a) agrees that any computer program, software, documentation, copyrightable work, discoveries, inventions or improvements developed by Vendor resulting from supplying the Deliverables are the property of the State; and (b) hereby assigns all rights therein to the State. Vendor further agrees to provide the State with any assistance which the State may require to obtain patents or copyright registrations.
- 13. Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Under no circumstances will the State be liable for any amounts, in whatever form, in excess of the total aggregate value set forth in the Contract.
- 14. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Vendor to verify compliance with the Contract. Vendor 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 the Contract or any extension.
- 15. Notices.** All notices and other communications required or permitted under the Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.
- 16. Modifications.** The Contract may not be amended except by signed agreement between the parties (a "Change Notice").
- 17. Independent Contractor.** Vendor is an independent contractor and assumes all rights, obligations and liabilities set forth in the Contract. Vendor, its employees, and agents are not considered employees of the State.

- 18. Subcontracting and Assignment.** Vendor may not delegate or assign any of its obligations or rights under the Contract without the prior written approval of the State.
- 19. Compliance with Laws and Policies.** Vendor must comply with all applicable federal, state and local laws, rules and regulations. Vendor must also comply with all applicable State physical and IT security policies and standards, which will be made available upon request
- 20. 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](#). Vendor 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 the Contract.
- 21. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor, Vendor, or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 22. Governing Law.** The 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 the Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from the PO must be resolved in Michigan Court of Claims. Vendor hereby waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Vendor must appoint agents in Michigan to receive service of process.
- 23. Non-Exclusivity.** Nothing contained in the Contract is intended nor will be construed as creating any requirements contract with Vendor. The Contract does not restrict the State or its agencies from acquiring similar, equal, or like Deliverables from other sources.
- 24. Force Majeure.** Neither party will be in breach of the 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. Vendor 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.
- 25. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State. Vendor will provide the State, for its review, copies of all presentations or articles being submitted for publication at least 30 calendar days in advance.
- 26. Website Incorporation.** The State is not bound by any content on Vendor's website unless expressly incorporated directly into the Contract.
- 27. Severability.** If any part of the Contract, or these terms, is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract terms will continue in full force and effect.
- 28. Waiver.** Failure to enforce any provision of the Contract, or these terms, for any period of time will not constitute a waiver.
- 29. Survival.** The provisions of these terms that impose continuing obligations, including warranties and representations, termination, indemnification, intellectual property, and confidentiality, will survive the expiration or termination of the Contract.

30. Entire Contract. The Contract and these terms constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No terms on any invoice, quote, purchase order, website, browse-wrap, shrink-wrap, click-wrap or other non-negotiated terms and conditions provided with any of the Deliverables (including software and hardware) or documentation, whether by Vendor, Contractor, subcontractor, or any third-party, will constitute a part or amendment of the Contract or is binding on the State or any authorized user for any purpose.

31 Insurance Requirements. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better. both written and oral, with respect to such subject matter. No terms on any invoice, quote, purchase order, website, browse-wrap, shrink-wrap, click-wrap or other non-negotiated terms and conditions provided with any of the Deliverables (including software and hardware) or documentation, whether by Vendor, Contractor, subcontractor, or any third-party, will constitute a part or amendment of the Contract or is binding on the State or any authorized user for any purpose. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$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. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$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	
<u>Minimum Limits:</u> 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 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not 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).