



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **751B7700011**

Sewah Studios, Inc.
190 Mill Creek Road
Marietta, OH 45750
Bradford B. Smith
740-373-2087
info@sewahstudios.com
CV0014172

STATE	Program Manager	Sandra Clark	DNR
		517-373-6362	
		clarks@michigan.gov	
	Contract Administrator	Amanda Pauly	DNR
		517-388-9905	
		Paulya3@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Historical Marker Production			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
2/13/2017	1/31/2022	5 – 1-year	1/31/2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		NA	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
NA			

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		
\$500,000.00	\$159,999.00	\$659,999.00		

DESCRIPTION: Effective 09/24/2025 this Contract is increased by \$159,999.00 for Department of Natural Resources use. All other terms, conditions, and specifications remain the same. Cited authority 250000003141. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

FOR THE CONTRACTOR:

Sewah Studios Inc

Company Name

Authorized Agent Signature

Bradford B. Smith

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Amanda Pauly, Buyer

Name & Title

Department of Natural Resources

Agency

Date



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Lansing, MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **751B7700011**

Sewah Studios, Inc.
190 Mill Creek Road
Marietta, OH 45750
Bradford B. Smith
740-373-2087
sewah@sprynet.com
CV0014172

STATE	Program Manager	Sandra Clark	DNR
		517-373-6362	
		clarks@michigan.gov	
	Contract Administrator	Melisa Potts	DNR
		517-388-9905	
		PottsM2@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Historical Marker Production			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
2/13/2017	1/31/2022	5 – 1-year	1/31/2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		NA	
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			
NA			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		1/31/27
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$410,000.00	\$90,000.00	\$500,000.00		

DESCRIPTION: Effective 10/1/24 pricing is increased per schedule B below. Contract is increased by \$90,000.00 and Contract Administrator is changed to Melisa Potts. All other terms, conditions, and specifications remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

FOR THE CONTRACTOR:

Sewah Studios Inc

Company Name

Authorized Agent Signature

Bradford B. Smith

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Laura Gyorkos, Procurement Manager

Name & Title

Department of Natural Resources

Agency

Date

Updated Schedule B Pricing:

Name of Unit	NIGP Code	August 2023 Price	New Price
Standard size, same text on both sides, w/post	550-28-42-0300	\$3,880.00	\$4,050.00
Standard size, same text on both sides, w/o post	550-28	\$3,260.00	\$3,400.00
Standard size, different text on each side, w/post	550-28-42-0400	\$4,170.00	\$4,350.00
Standard size, different text on each side, w/o post	550-28	\$3,530.00	\$3,680.00
Standard size, wall mounted	550-28-42-0500	\$2,860.00	\$2,980.00
City type, same text both sides, w/post	550-28-36-1350	\$2,180.00	\$2,180.00
City type, same text both sides, w/o post	550-28	\$2,050.00	\$2,050.00
City type, different text each side, w/post	550-28-36-1475	\$2,510.00	\$2,510.00
City type, different text each side, w/o post	550-28	\$2,300.00	\$2,300.00
City size, wall mount	550-28	\$2,050.00	\$2,050.00
Identification Plaque	550-28-38-2305	\$560.00	\$560.00
Sponsor strip for standard marker	550-28	\$590.00	\$590.00
Aluminum replacement post	550-28	\$475.00	\$475.00
Refinishing of standard wall mounted		\$1,500.00	\$1,500.00
Refinishing of standard post mounted		\$1,500.00	\$1,500.00
Refinishing of city type wall mounted		\$1,000.00	\$1,000.00
Refinishing of city type post mounted		\$1,000.00	\$1,000.00



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Lansing, MI 48933

PO Box, 30028, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **751B7700011**

CONTRACTOR	Sewah Studios, Inc.
	190 Mill Creek Road
	Marietta, OH 45750
	Bradford B. Smith
	740-373-2087
	sewah@sprynet.com
	V Cust#

STATE	Program Manager	Sandra Clark	DNR
		517-373-6362	
	clarks@michigan.gov		
	Contract Administrator	Kip Conley	DNR
517-388-5956			
Conleyk1@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Historical Marker Production				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
2/13/2017	1/31/2022	5 – 1-year	1/31/2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		NA		
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				
NA				
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	
\$410,000.00		\$0.00	\$410,000.00	
DESCRIPTION: Effective 8/15/2023 pricing increases as outlined in the updated Schedule B below (corrected pricing from CN1 is attached; this has been rounded to the nearest dollar). Per contractor and agency agreement, DTMB Central Procurement Services approval.				

FOR THE CONTRACTOR:

Sewah Studios, Inc.
Company Name

Authorized Agent Signature

Bradford B. Smith
Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Laura Gyorkos, Procurement Manager
Name & Title

Department of Natural Resources
Agency

Date

Updated Schedule B Pricing:

Name of Unit	NIGP Code	Price per Unit	January 2022	August 2023
Standard size, same text on both sides, w/post	550-28-42-0300	\$3,240.00	\$3,564.00	\$3,880.00
Standard size, same text on both sides, w/o post	550-28	\$2,720.00	\$2,992.00	\$3,260.00
Standard size, different text on each side, w/post	550-28-42-0400	\$3,480.00	\$3,828.00	\$4,170.00
Standard size, different text on each side, w/o post	550-28	\$2,940.00	\$3,234.00	\$3,530.00
Standard size, wall mounted	550-28-42-0500	\$2,300.00	\$2,530.00	\$2,860.00
City type, same text both sides, w/post	550-28-36-1350	\$1,820.00	\$2,002.00	\$2,180.00
City type, same text both sides, w/o post	550-28	\$1,710.00	\$1,881.00	\$2,050.00
City type, different text each side, w/post	550-28-36-1475	\$2,090.00	\$2,299.00	\$2,510.00
City type, different text each side, w/o post	550-28	\$1,920.00	\$2,112.00	\$2,300.00
City size, wall mount	550-28	\$1,710.00	\$1,881.00	\$2,050.00
Identification Plaque	550-28-38-2305	\$470.00	\$517.00	\$560.00
Sponsor strip for standard marker	550-28	\$490.00	\$539.00	\$590.00
Aluminum replacement post	550-28	\$390.00	\$429.00	\$475.00
Refinishing of standard wall mounted		\$1,200.00 round trip delivery included	\$1,320.00	\$1,500.00
Refinishing of standard post mounted		\$1,200.00 round trip delivery included	\$1,320.00	\$1,500.00
Refinishing of city type wall mounted		\$800.00 round trip delivery included	\$880.00	\$1,000.00
Refinishing of city type post mounted		\$800.00 round trip delivery included	\$880.00	\$1,000.00



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Lansing, MI 48933

PO Box, 30028, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **751B7700011**

CONTRACTOR	Sewah Studios, Inc.
	190 Mill Creek Road
	Marietta, OH 45750
	Bradford B. Smith
	740-373-2087
	sewah@sprynet.com
	V Cust#

STATE	Program Manager	Sandra Clark	DNR
		517-373-6362	
	clarks@michigan.gov		
	Contract Administrator	Kip Conley	DNR
517-388-5956			
Conleyk1@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Historical Marker Production				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
2/13/2017	1/31/2022	5 – 1-year	1/31/2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		NA		
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				
NA				
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	
\$410,000.00		\$0.00	\$410,000.00	
DESCRIPTION: Effective 9/1/2021 pricing will increase by 10% in January 2022, 3% in January 2024, and 3% in 2026 (corrected pricing from CN1 is attached; this has been rounded to the nearest dollar). Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 5/11/2021.				

FOR THE CONTRACTOR:

Sewah Studios, Inc.

Company Name

Authorized Agent Signature

Bradford B. Smith

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Laura Gyorkos, Procurement Manager

Name & Title

Department of Natural Resources

Agency

Date

Updated Schedule B Pricing:

Name of Unit	NIGP Code	Price per Unit	January 2022 (10%)	January 2024 (3%)	January 2026 (3%)
Standard size, same text on both sides, w/post	550-28-42-0300	\$3,240.00	\$3,564.00	\$3,671.00	\$3,781.00
Standard size, same text on both sides, w/o post	550-28	\$2,720.00	\$2,992.00	\$3,082.00	\$3,174.00
Standard size, different text on each side, w/post	550-28-42-0400	\$3,480.00	\$3,828.00	\$3,943.00	\$4,061.00
Standard size, different text on each side, w/o post	550-28	\$2,940.00	\$3,234.00	\$3,331.00	\$3,431.00
Standard size, wall mounted	550-28-42-0500	\$2,300.00	\$2,530.00	\$2,606.00	\$2,684.00
City type, same text both sides, w/post	550-28-36-1350	\$1,820.00	\$2,002.00	\$2,062.00	\$2,124.00
City type, same text both sides, w/o post	550-28	\$1,710.00	\$1,881.00	\$1,937.00	\$1,996.00
City type, different text each side, w/post	550-28-36-1475	\$2,090.00	\$2,299.00	\$2,368.00	\$2,439.00
City type, different text each side, w/o post	550-28	\$1,920.00	\$2,112.00	\$2,175.00	\$2,241.00
City size, wall mount	550-28	\$1,710.00	\$1,881.00	\$1,937.00	\$1,996.00
Identification Plaque	550-28-38-2305	\$470.00	\$517.00	\$533.00	\$548.00
Sponsor strip for standard marker	550-28	\$490.00	\$539.00	\$555.00	\$572.00
Aluminum replacement post	550-28	\$390.00	\$429.00	\$442.00	\$455.00
Refinishing of standard wall mounted		\$1,200.00 round trip delivery included	\$1,320.00	\$1,360.00	\$1,400.00
Refinishing of standard post mounted		\$1,200.00 round trip delivery included	\$1,320.00	\$1,360.00	\$1,400.00
Refinishing of city type wall mounted		\$800.00 round trip delivery included	\$880.00	\$906.00	\$934.00
Refinishing of city type post mounted		\$800.00 round trip delivery included	\$880.00	\$906.00	\$934.00
Refinishing of identification plaque		\$275.00 round trip delivery included	\$302.50	\$312.00	\$321.00



STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 West Allegan, Lansing, MI 48933

PO Box, 30028, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **751B7700011**

CONTRACTOR	Sewah Studios, Inc.
	190 Mill Creek Road
	Marietta, OH 45750
	Bradford B. Smith
	740-373-2087
	sewah@sprynet.com
	V Cust#

STATE	Program Manager	Sandra Clark	DNR
		517-373-6362	
	clarks@michigan.gov		
	Contract Administrator	Kip Conley	DNR
517-388-5956			
Conleyk1@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Historical Marker Production				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
2/13/2017	1/31/2022	5 – 1-year	1/31/2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		NA		
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				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	5 years	<input type="checkbox"/>		1/31/2027
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$210,000.00		\$200,000.00	\$410,000.00	
DESCRIPTION: Effective 9/1/2021, this Contract is exercising all 5 – 1-year option years and is increased by \$200,000.00. The revised contract expiration date is 1/31/2027. Additionally, pricing increases of 10% in January 2022, 3% in January 2024, and 3% in 2026. Please note the Contract Administrator has been changed to Kip Conley. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 5/11/2021.				

FOR THE CONTRACTOR:

Sewah Studios, Inc.
Company Name

On file with DNR Procurement
Authorized Agent Signature

Bradford B. Smith
Authorized Agent (Print or Type)

Date

FOR THE STATE:

On file with DNR Procurement
Signature

Laura Gyorkos, Procurement Manager
Name & Title

Department of Natural Resources
Agency

Date

Updated Schedule B Pricing:

Name of Unit	NIGP Code	Price per Unit	January 2022 (10%)	January 2024 (3%)	January 2026 (3%)
Standard size, same text on both sides, w/post	550-28-42-0300	\$3,240.00	\$3,564.00	\$3,670.92	\$3,781.05
Standard size, same text on both sides, w/o post	550-28	\$2,720.00	\$2,992.00	\$3,081.76	\$3,174.21
Standard size, different text on each side, w/post	550-28-42-0400	\$3,480.00	\$3,828.00	\$3,942.84	\$4,061.13
Standard size, different text on each side, w/o post	550-28	\$2,940.00	\$3,234.00	\$3,331.02	\$3,430.95
Standard size, wall mounted	550-28-42-0500	\$2,300.00	\$2,530.00	\$2,605.90	\$2,684.08
City type, same text both sides, w/post	550-28-36-1350	\$1,820.00	\$2,002.00	\$2,062.06	\$2,123.92
City type, same text both sides, w/o post	550-28	\$1,710.00	\$1,881.00	\$1,937.43	\$1,995.55
City type, different text each side, w/post	550-28-36-1475	\$2,090.00	\$2,299.00	\$2,367.97	\$2,439.01
City type, different text each side, w/o post	550-28	\$1,920.00	\$2,112.00	\$2,175.36	\$2,240.62
City size, wall mount	550-28	\$1,710.00	\$1,881.00	\$1,937.43	\$1,995.55
Identification Plaque	550-28-38-2305	\$470.00	\$517.00	\$532.51	\$548.49
Sponsor strip for standard marker	550-28	\$490.00	\$539.00	\$555.17	\$571.83
Aluminum replacement post	550-28	\$390.00	\$429.00	\$441.87	\$455.13
Refinishing of standard wall mounted		\$1,200.00 round trip delivery included	\$1,320.00	\$1,359.60	\$1,400.39
Refinishing of standard post mounted		\$1,200.00 round trip delivery included	\$1,320.00	\$1,359.60	\$1,400.39
Refinishing of city type wall mounted		\$800.00 round trip delivery included	\$880.00	\$906.40	\$933.59
Refinishing of city type post mounted		\$800.00 round trip delivery included	\$880.00	\$906.40	\$933.59
Refinishing of identification plaque		\$275.00 round trip delivery included	\$302.50	\$311.58	\$320.92



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

NOTICE OF CONTRACT NO. 751B7700011

**Between
 THE STATE OF MICHIGAN
 And**

Required by authority of 1984 PA 431, as amended.

Name of Contractor Sewah Studios, Inc.	Primary Contact Bradford B. Smith
Address of Contractor 190 Millcreek Road	Email sewah@sprynet.com
City, State, ZIP Marietta, OH 45750	Telephone (740) 373-2087
	Contractor #, Mail Code 4868/000

STATE CONTACTS	AGENCY	NAME	TELEPHONE	EMAIL
Contract Compliance Inspector	Michigan Historical Center	Sandra Clark	517-373-6362	clarkss@michigan.gov
Buyer	Procurement Services	Lisa VanOstran	517-284-5975	vanostranl@michigan.gov

CONTRACT SUMMARY			
Description Historical Marker Production			
Initial Term Five years	Effective Date 02/13/2017	Initial Expiration Date 01/31/2022	Available Options Five 1-year options
Payment Terms Net 45 days	F.O.B N/A	Shipped N/A	Shipped From N/A
Alternate Payment Options <input type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other: _____		Available to MiDeal Participants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Minimum Delivery Requirements N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$210,000.00			

FOR THE CONTRACTOR:

FOR THE STATE:

Firm Name

Signature

Signatures on file in DNR Procurement

Authorized Agent Signature

Signatures on file in DNR Procurement

Name/Title

Authorized Agent (Print or Type)

Office

Date

Date

STATE OF MICHIGAN

CONTRACT# 751B7700011 Historical Marker Production

STATEMENT OF WORK CONTRACT ACTIVITIES

BACKGROUND

The Michigan Historical Marker Program was established by the legislature and governor in 1955, years before others. Since then, more than 1,700 have been placed all across the state – and in several other states and Europe – making Michigan's one of the premier marker programs in the nation.

Each marker reflects an important story of a place, an event or a person. They powerfully show the importance a community places on its heritage and serve as signposts of historical significance. A marker dedication ceremony is an event of commemoration and even celebration that introduces a lasting resource for tourism, education and community heritage.

SCOPE

The Contractor must manufacture and ship cast aluminum Michigan Historical Markers, posts and mounting materials as requested using text provided by the Michigan Historical Center. Within a five year period, approximately 100 historical markers will be required. The appearance, durability, and quality of the markers and posts are extremely important, as the markers have become a recognizable symbol of the state. The current historical pattern was created in 1955 and has remained constant since its inception. The pattern is now an icon recognizable to citizens. In order to maintain continuity between new markers and the 2,000 plus existing markers, the Michigan Historical Center prohibits deviation from the current design and typeface. The Contractor is responsible for accuracy of type and long-term weather resistant finish. Markers will be provided in two different sizes, may have text on one or two sides and may be wall or post mounted.

REQUIREMENTS

Plate Material – Marker plate is to be cast of a suitable secondary aluminum alloy designated by the Aluminum Association as 3XX.X or approved equal. No junk or scrap aluminum will be used.

Size of Marker – Marker plate shall have a cap and an ornament cast integrally with the plate making an overall size of marker 49”H X 46”W. Marker shall exactly match size and design of existing markers previously erected.

Construction of Marker Plate – The plate rail shall be at least ¾” thick after milling and panel shall be at least ¼” thick. The top of the marker shall have a 10” round medallion with decorative scrolls on either side. The rail and cap shall be given a smooth finish, and the body of the marker plate shall have a leather textured finish.

Cap – The mounting cap shall have wing design and not less than ¼” thick in the thinnest section. It shall be cast of such tolerance that it will fit over the top of the marker post firmly and solidly without any rocking. Cap shall be drilled and tapped to accept eight (8) – 3/8” X 16 X ½” stainless steel cup point set screws used to secure the marker to the mounting post. Additional steps are to be taken by the manufacturer to eliminate shrinkage strains between thick and thin sections of all castings.

Lettering – The lettering shall be cast integrally with marker plate in letters 1/8” thick and exactly match design standard for existing historical markers. The body of the text shall be in standard upper and lower case letters with a maximum height of 1” for all markers. Lettering shall appear on both sides of the marker plate with either same copy or with different copy text on each side of a two (2) sided marker. A paragraph separator measuring no wider than 13 ½” shall separate the caption and body consisting of two 5” tapered lines on either side of three (3) dots (two (2) outer dots ½” diameter and one (1) dot ¾” diameter) consistent with previous markers. Marker caption (title) shall be in 2” capital letters. All letters shall have flat surfaces

and shall be machine finished after casting to a common horizontal plate. All blow holes and other such imperfections shall be removed or filled in such a manner as to be permanent and not to show in the finished marker.

Finish on Marker Plate (Powder) – The marker plate (including rail and cap) is to be completely free from any elements that would tend to lessen adherence. It is to receive pretreatment by cleaning, degreasing and degassing prior to the powder coating process. Powder shall be electro statically applied by using one (1) coat thermosetting polyester-tgic powder; thickness no less than 3-5 mils, color: Black; then fully cured in a powder coating bake out oven per powder manufacturer specifications.

Finish on Lettering/Rails/Cap – Letter faces are to be brought to a common plane, polished and buffed to a finish. Following above specified procedure, gold lettering shall be applied to all letter faces and emblem in crest in such a manner as to permanently adhere to powder coated surface.

Protective Clear Topcoat (Powder) – The finished marker plate, cap, rails and lettering are to be given one (1) clear protective top coat of thermosetting polyester-tgic powder; thickness no less than 1-3 mils, color: Clear; then fully cured in powder coating bake out oven per powder manufacturer specifications.

Mounting Post – Manufacturer is to supply one (1) aluminum 6063-T6 4" X .125" octagonal 7' length aluminum mounting post per marker.

Paint Warranty – All powder coated markers are covered for 10 years against fading, peeling, cracking, and chipping.

1. Acceptance

1.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

The Sponsor will complete an inspection form and determine if the marker is acceptable. If there are any issues, the Sponsor will contact the Contractor.

2. Staffing

2.1. Contractor Representative

The Contractor must appoint an individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

2.2. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

2.3. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

3. Project Management

3.1. Project Plan

The Contractor will carry out this project under the direction and control of the DNR Program Manager.

3.2. Meetings

The State may request meetings, as it deems appropriate. The Contractor may be expected to attend these meetings.

4. Ordering

4.1. Authorizing Document

The appropriate authorizing document for the Contract will be an order form submitted to the Contractor by the DNR Project Manager. The order form will include the appropriate marker text which will have been approved by the Sponsor.

5. Invoice and Payment

5.1. Invoice Requirements

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. Overtime, holiday pay, and travel expenses will not be paid.

5.2. Payment Methods

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



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Sewah Studios, Inc. (“**Contractor**”). This Contract is effective on February 13, 2017 (“**Effective Date**”), and unless terminated, expires on January 31, 2022.

This Contract may be renewed for up to five (5) additional one year period(s). 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.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must 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.

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

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

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

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

If to State: Lisa VanOstran, Buyer DNR – 525 W. Allegan St. Lansing, MI 48915 vanostran@michigan.gov (517) 284-5975	If to Contractor: Bradford B. Smith, President Sewah Studios, 190 Millcreek Road Marietta, OH 45750 sewah@sprynet.com 740-373-2087
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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 VanOstran, Buyer DNR – 525 W. Allegan St. Lansing, MI 48915 vanostran@michigan.gov (517) 284-5975	Bradford B. Smith, President Sewah Studios, 190 Millcreek Road Marietta, OH 45750 sewah@sprynet.com 740-373-2087

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:
Sandra Clark, Director DNR/MHC – 702 W. Kalamazoo St. Lansing, MI 48915 clarkss@michigan.gov (517) 373-6362	Bradford B. Smith, President Sewah Studios, 190 Millcreek Road Marietta, OH 45750 sewah@sprynet.com 740-373-2087

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

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <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 0.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	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>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.

Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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 canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

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

7. **Administrative Fee and Reporting.** – N/A
8. **Extended Purchasing Program.** – N/A
9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs

associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in 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 Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **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 becomes the State's exclusive property upon acceptance.
18. **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.

19. **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.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in 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. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

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

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 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.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

- 27. 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.

28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data. – N/A**
31. **State Data. – N/A**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any 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.

33. Data Privacy and Information Security. – N/A

34. Payment Card Industry Data Security Standard. – N/A

35. CEPAS Electronic Receipt Processing Standard. –N/A

- 36. 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, 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.

- 37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Prevailing Wage.** – N/A
41. **State Printing.** – N/A
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **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.
44. **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.
45. **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.
46. **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.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **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.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, 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 its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules 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 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.
51. **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.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **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.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**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.

STATE OF MICHIGAN

CONTRACT# 751B7700011
Historical Marker Production

SCHEDULE B PRICING MATRIX

Name of Unit	NIGP Code	Price per Unit
Standard size, same text on both sides, w/post	550-28-42-0300	\$3,240.00
Standard size, same text on both sides, w/o post	550-28	\$2,720.00
Standard size, different text on each side, w/post	550-28-42-0400	\$3,480.00
Standard size, different text on each side, w/o post	550-28	\$2,940.00
Standard size, wall mounted	550-28-42-0500	\$2,300.00
City type, same text both sides, w/post	550-28-36-1350	\$1,820.00
City type, same text both sides, w/o post	550-28	\$1,710.00
City type, different text each side, w/post	550-28-36-1475	\$2,090.00
City type, different text each side, w/o post	550-28	\$1,920.00
City size, wall mount	550-28	\$1,710.00
Identification Plaque	550-28-38-2305	\$470.00
Sponsor strip for standard marker	550-28	\$490.00
Aluminum replacement post	550-28	\$390.00
Refinishing of standard wall mounted		\$1,200.00 round trip delivery included
Refinishing of standard post mounted		\$1,200.00 round trip delivery included
Refinishing of city type wall mounted		\$800.00 round trip delivery included
Refinishing of city type post mounted		\$800.00 round trip delivery included
Refinishing of identification plaque		\$275.00 round trip delivery included

All prices quoted include delivery charge to final destination.