STATE OF MICHIGAN PROCUREMENT

Department of Military and Veterans Affairs

3423 N. Martin Luther King Jr. Blvd., Bldg. 30, Suite 320, Lansing, MI 48906

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000000572**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	
	InVeris Training Solutions, Inc.
	296 Brogdon Road
	Suwanee, GA 20024
	Amy Krebsbach
	678-288-1090
	amy.krebsbach@inveristraining.com
	CV0060332

STATE			
	Program Manager	Andrew Bush, Camp Grayling 989-344-6254 Andrew.l.bush.mil@army.mil	DMVA
		William Burns, Ft. Custer 269-282-7556 William.h.burns.mil@army.mil	
	Contract Administrator	Elizabeth Noffsinger	DMVA
		989-619-6864	
		NoffsingerE@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Targetry Parts/Systems			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
3/15/2023	3/14/2028	2, 1 Year	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$300,000.00**

FOR THE CONTRACTOR:

InVeris Training Solutions, Inc.

Company Name

E-SIGNED by Amy Krebsbach
on 2023-03-28 14:14:06 EDT

Authorized Agent Signature

Amy Krebsbach

Authorized Agent (Print or Type)

2023-03-28 14:14:06 UTC

Date

FOR THE STATE:

E-SIGNED by Tara Premoe
on 2023-03-28 14:29:25 EDT

Signature

Tara Premoe, Procurement Manager

Name & Title

Department of Military and Veterans Affairs

Agency

2023-03-28 14:29:25 UTC

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and InVeris Training Solutions, Inc. ("**Contractor**"), a Georgia corporation. This Contract is effective on March 15, 2023 ("**Effective Date**"), and unless terminated, will expire on March 14, 2028 (the "**Term**").

This Contract may be renewed for up to two (2) 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 (the "**Contract Activities**") described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. 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 unless otherwise specified in a Statement of Work.

   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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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:	If to Contractor:
See Contract Administrator information shown below.	Amy Krebsbach 296 Brogdon Road Suwanee, GA 30024 ITS-ContractsMailUsers@inveristraining.com 678-288-1090

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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:
Elizabeth Noffsinger Camp Grayling NADWC 1000 M-93/Howe Road Building 4, Headquarters Grayling, MI 49739 Noffsingere@michigan.gov 989-619-6864	Amy Krebsbach 296 Brogdon Road Suwanee, GA 30024 ITS-ContractsMailUsers@inveristraining.com 678-288-1090

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:
Camp Grayling: Andrew Bush Camp Grayling JMTC-NADWC Range Control 1000 M-93/Howe Road Building 545, Range Control Grayling, MI 49739 andrew.l.bush.mil@army.mil 989-344-6254	Blong Jonathan Mua 296 Brogdon Road Suwanee, GA 30024 ITS-CustomerSupport@inveristraining.com 800 344 6771 X 2 X 2
Fort Custer: William Burns Fort Custer Range Control 2501 26th Street Building 3650 Range Road Augusta, MI 49012 william.h.burns24.mil@army.mil 269.282-7556	Blong Jonathan Mua 296 Brogdon Road Suwanee, GA 30024 ITS-CustomerSupport@inveristraining.com 800 344 6771 X 2 X 2

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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. Insurance Requirements.

General Requirements. Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.

a. Qualification of Insurers. Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.

b. Primary and Non-Contributory Coverage. All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.

c. Claims-Made Coverage. If any required policies provide claims-made coverage, Contractor must:

(1) Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;

(2) Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract

d. Proof of Insurance

(1) Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.

(2) Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.

(3) Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.

(4) All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

(5) The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.

(6) In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to the Contract Administrator no later than 5 business days following such cancellation or nonrenewal.

e. Subcontractors. Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

f. Limits of Coverage & Specific Endorsements. (See Table 6.1 Below)

TABLE 6.1

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: $1,000,000 Each Occurrence $1,000,000 Personal & Advertising Injury $2,000,000 Products/Completed Operations $2,000,000 General Aggregate	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 20 10 12 19 and CG 20 37 12 19.
Umbrella or Excess Liability Insurance	
Minimum Limits: $5,000,000 General Aggregate	Contractor must have their policy follow form.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease	

g. Non-Waiver. This Section 6 is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

7. Reserved.

8. Reserved.

9. Relationship of the Parties. The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. **Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, 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.

11. **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.

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

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

14. **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.

15. **Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.

16. **Ordering.**Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

17. **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 a Statement of Work. 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 24, 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.

18. **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 a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.

19. **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.

20. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. 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.

21. **Invoices and 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 provided as specified in a Statement of Work. 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 fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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/SIGMAVSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

22. **Reserved.**

23. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

24. **Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

    (b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to

Contactor for Contract Activities accepted by the State under this Contract or (ii) 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 25, 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. 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.

25. **Termination for Convenience**. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no 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. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, 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 to the extent the funds are available.

26. **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) 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 (d) 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.

27. **Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.

28. **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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

    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.

    The State is constitutionally prohibited from indemnifying Contractor or any third parties.

29. **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.

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

31. **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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

32. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.

33. **Reserved.**

34. **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.

    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; or, (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 or is: (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.

35. **Reserved.**

36. **Reserved.**

37. **Reserved.**

38. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all 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 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.

39. **Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest,

lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

40. **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.

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

42. **Reserved.**

43. **Reserved.**

44. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person’s ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

45. **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.

46. **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 the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

47. **Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

48. **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.

49. **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.

50. **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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

51. **Schedules**. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Pricing Sheet
Schedule B- Pricing, Attachment 1	List of item pricing

52. **Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and 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 Statement of Work; (b) second, 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
53. **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.
54. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
55. **Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
56. **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.

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. Contractor agrees to comply with all obligations under federal rules or regulations for such funding, including but not limited to the provisions contained in this addendum. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to this Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Further, Contractor agrees to, through a Contract Change Notice, append or modify specific federal provisions to this Contract, if reasonably necessary to keep the State and Contractor in compliance with federal funding requirements, and comply with the terms set forth therein. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

A. Equal Employment Opportunity

This Contract is not a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3.

B. Davis-Bacon Act (Prevailing Wage)

This Contract is not a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, nor is it a prime construction contract in excess of $2,000.

C. Copeland "Anti-Kickback" Act

This Contract is not a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, nor is it a prime construction contract in excess of $2,000 where the

D. Contract Work Hours and Safety Standards Act

The Contract does not involve the employment of mechanics or laborers.

E. Rights to Inventions Made Under a Contract or Agreement

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

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

If this Contract is **in excess of $150,000,** the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42

USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

(1) Clean Air Act

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

(2) Federal Water Pollution Control Act

(i) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

G. Debarment and Suspension

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

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

I. Procurement of Recovered Materials

If this Contract is a procurement to purchase products or items designated by the EPA under 40 C.F.R. part 247 during the course of a fiscal year, then under 2 CFR 200.323, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of

Section 6002 of the Solid Waste Disposal Act.

J. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Contractor acknowledges and agrees that Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (the "McCain Act"), and 2 C.F.R. §200.216, prohibit the obligation or expending of federal award funds on certain telecommunication products or with certain entities for national security reasons on or after August 13, 2020.

During performance of this Contract, the Contractor agrees as follows:

(a) *Definitions.* As used in this Section J. Prohibition on Contracting for Covered Telecommunications Equipment or Services ("Section J"):

(1) the terms "backhaul," "critical technology," "interconnection arrangements," "reasonable inquiry," "roaming," and "substantial or essential component" have the meanings defined in 48 CFR § 4.2101;

(2) the term "covered foreign country" has the meanings defined in § 889(f)(2) of the McCain Act; and

(3) the term "covered telecommunications equipment or services" has the meaning defined in § 889(f)(3) of the McCain Act.

(b) *Prohibitions*.

(1) Unless an exception in paragraph (c) of this Section J applies, neither the Contractor nor any of its subcontractors may use funds received under this Contract to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew a contract with an entity that uses any covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions*.

(1) This Section J does not prohibit Contractor from providing—
  (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement*.
(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this Section J to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this Section J:
  (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this Section J: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this Section J, including this paragraph (e), in all subcontracts and other contractual instruments.

K. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this Section K – **Domestic Preferences for Procurements**:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. Affirmative Socioeconomic Steps

For all contracts utilizing federal funding sources subject to Title 2 of the Code of Federal Regulations (C.F.R.) Part 200 issued on or after November 12, 2020, if subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

M. Copyright and Data Rights

Pursuant to 2 CFR § 200.315(b), the State may copyright any work which is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

N. Additional FEMA Contract Provisions

This Contract does not involve purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA).

O. Other Federal Contract Provisions

No additional federal provisions currently apply to this Contract.

EXHIBIT 1
BYRD ANTI-LOBBYING CERTIFICATION

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 230000000572

Targetry Parts/Systems

BACKGROUND

Camp Grayling National All-Domain Warfare Center (CG NADWC) and Ft. Custer Training Center (FCTC) both utilize InVeris Training Solutions, Inc. (formerly known as Meggitt Training Systems) systems when training soldiers. As range target equipment packages age and incur ongoing training and weather-related damage, these target system parts and equipment need to be replaced and/or fixed to continue training missions at CG NADWC and FCTC, in Michigan.

SCOPE

InVeris Training Solutions, Inc. (Contractor) is to provide repair and replacement parts for CG NADWC and FCTC.

REQUIREMENTS

Contractor must provide the specified InVeris Training Solutions, Inc. replacement parts as listed on the attached pricing sheet Schedule B-Pricing at the prices indicated and/or agreed upon. Equipment and other non-specified parts are to be supplied at the most current GSA GS00F113DA contract pricing amounts to CG NADWC in Grayling, Michigan and FCTC in Augusta, Michigan.

1. General Requirements

1.1. Warranties

Contractor will provide its standard warranties and provide replacements, if necessary.

1.2. Recall Requirements and Procedures

Contractor will notify the Program Manager at both locations of any recall's immediately upon receipt of formal recall notice publication.

2. Service Levels

2.1. Time Frames

All Contract Activities must be delivered within standard delivery times from receipt of order.

The receipt of order date is pursuant to the **Notices** section of the Standard Contract Terms.

2.2. Delivery

Delivery will be expected within time frame provided by Contractor or assigned team member, upon date of order.

If delays arise, the Contractor, or assigned team member, is to contact DMVA-Contract Administrator promptly with new delivery date.

Deliveries will be made at CG NADWC and FCTC as specified on the Delivery Order and only during the facility receiving hours of 7:30 a.m. to 3:00 p.m. M-F (no deliveries on State Holidays).

CG NADWC
1000 M-93/Howe Road
Building 545, DPTMS
Grayling, MI 49738

FCTC
2501 26th Street
Range Control
Augusta, MI 49012

2.3. For Clarification Purposes
The work to be performed under this contract is not work for hire, nor will any proprietary information be created as part of the work

3. Staffing
3.1. Contractor Representative

Contractor will appoint a Product Representative, individual specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

3.2. Customer Service Toll-Free Number

Contractor’s toll-free telephone number is 800-344-6771.

3.3. Disclosure of Subcontractors
Contractor will not utilize subcontractors.

3.4. Security

Contractor staff may be required to make deliveries to or enter State facilities. The State may require the Contractor’s personnel to wear State issued identification badges and/or present current State/Federal issued identification.

4. Pricing
4.1. Price Term
Pricing is fixed according to the most current GS contract pricing schedules.

4.2. Price Changes
Adjustments may be requested, in writing, by either party. Price changes must be mutually acceptable and in writing. Adjustments will be based on changes to the most current GSA GS00F113DA contract GS-00F-113D. InVeris Training Solutions, Inc.

remains responsible for Contract Activities at the current price for all orders received before the approved adjustment.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Deliver Order.

5.2. Order Verification

Contractor must have internal controls, to verify abnormal orders and to ensure that only authorized individuals place orders.

6. Delivery

6.1. Delivery Programs

Contractor will deliver products via best, most appropriate, cost efficient and timely methods available to the address/s listed on the Delivery Order.

7. Acceptance

7.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities: Written receipt of acceptance on delivery receipt/bill of lading stating receipt of materials is as ordered and in new condition.

7.2. Final Acceptance

The State will give final acceptance upon receipt of the invoice, confirmation the items ordered on the delivery order match the invoice and delivery receipt.

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) delivery order number order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price.

8.2. Payment Methods

The State will make payment for Contract Activities via EFT.

8.3. Procedure

All invoices will be sent to DMVA-ACCOUNTSPAYABLE@MICHIGAN.GOV.

9. Licensing Agreement

Contractor holds all licensing and proprietary information required.

10. Additional Requirements

10.1. Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled and list any exceptions to this requirement.

10.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

10.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

10.4. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs and describe how the products are identified or otherwise labelled.

12.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

InVeris Training Solutions, Inc. has confirmed that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

11. Service-Level Agreements (SLAs)

The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

a. InVeris Training Solutions, Inc. will be held accountable to meet the requirements and the service level requirements established in this Contract.

b. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.

SLA Metric 1. Timely Deliveries	
	The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager
Acceptable Standard	1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.2. 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time. 3. Items, brands, and quantities delivered will match the Order Confirmation exactly. 4. Signed and dated packing slips will be provided to the receiving facility individual at the time of delivery. 5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager. 6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate. The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	1. $100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. $500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.

SCHEDULE B - PRICING

Contract No. 230000000572
Targetry Parts/Systems

1. The Items listed in Schedule B-Pricing Attachment 1 and any additional items not specified below but are a part of the GSA Contract GS-00F-113DA, including but not limited to, any one-time or set-up charges, fees, and potential costs that InVeris Training Solutions, Inc., may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

2. In the case of specialized transportation, Contractor will notify the Contract Administrator of additional transportation costs at the time of order.

Schedule B-Pricing
Attachment 1

DESCRIPTION	PART #
SAT/MIT BOARD	1045664-01
SIT MAIN BOARD	1058010-01
HIT SENSORS (SAT/MAT)	1038852
HIT SENSOR (SIT/MIT)	1038930-01
COMPLETE HIT SENSOR (SAT/MAT)	1055119-2
12V-24V CAR CHARGER	1044024
RUBBER HOSE	1051226
N/A	N/A
N/A	N/A
DATA CABLES	1053983-4
240V POWER CABLE	1057725
MAIN BOARD (MAT)	20-3497
MAT BOARD	20-3495C-02
LIMIT SWITCHES	1060210
BOX EATHERNET PORT	911181
PROGRAMING CABLE	1061081
PLUG	1060313
N/A	N/A
BOARD CABLE	1061087
24V MPDUM POWER	1062299
L 260 GREASE	1037707
CABLE (MIT/MAT)	1058262
HIT SENSOR REPLACEMENT (SIT/MIT)	91822-2
CABLE FOR MIT/MAT (FEMALE END)	1060210
BAVEON RADIO PROGRAMER	1062295
RAVEON RADIO	RV-M85-VA
RADIO, RAVEON M21, VHF, 132-155MHZ, 5W	1063327
CABLE, DATA, MOLDED D-SUB, DB9 M/F 5’	911135
TERMINAL BLOCK, PLUGGABLE, 2POS	1038598
PORTABLE RADIO BATTERY CHARGER	1044025
BACKPACK RADIO	RV-M21M-VA
N/A	N/A

SPARE PARTS	
Target Head Type 2 w/Hit sensor.	66386-1 Rev A
Hit Sensor, Tri-Target Head	66320 Rev E
Hit Sensor, Modular, Sat Armored	1055119-2 Rev A
Hit Sensor, Modular Sat Armored	1055119-4 Rev A
Data Transceiver, 136-174 MHZ	136-174 MHZ 1047787
Modem PCA, RF 2400	HHC Rz9 Mat 20-3200-232 rev H
Modem PCA RF 2400, SIT SAT	Rev H 20-3200-485
PC Assembly, Target Control	20-6008 Rev F
Charger, 24 VAC, Single bank	120VDC CHG-SAT-240-1
Battery Charger Kit 230 V	12v/10A Out 89768 Rev B
Subassembly-Hit Sensor, Single Target Head	1029322 Rev E
Cord set, Hit Sensor Conversion Cable	Type 4 to Type 4 1038897 Rev 1
Connecting Link Weldt	SIT 89620 Rev C
Data cable sub assembly-CJB-Armored-3.5M	20-3694-3.5M Rev D
Power Cable, SIT/CJB 230 V,	W/Braid 20-3305 Rev B
Cable Assembly	Target to TDP RJ45 20-6221-6
Harness-Conceal Limit Switch,	Type 4 SIT 1029410 Rev 5
Limit/Test Switch/HIT input harness	20-3174 Rev F
Clamp, straight-line action	Cap.200 923816

Rangemaster 9000™ Range Control Systems – ALL Parts and Equipment that applies therein.
Fully Assembled Type 4 SIT and SAT Interior and Exterior, ALL Components therein.

Brackets					Hardware					
Berm Height	Bracket Height	QTY	Quick Release	Meggitt Part NO.	5/16 Bolt 90306s.75	5/16 Nut 90532s	5/16 Lag 90121Z1.5	5/16 Washer 90545Z	5/16 Conn. (GND) 913288	Pin/Clip 25-1036
< 16”	1.5	2	No	88753	4	4	4	4	1	0
< 16”	1.5	2	Yes	89073	1	1	4	4	1	4
16”	4.0	2	No	89327	4	4	4	4	1	0
16”	4.0	2	Yes	65916	1	1	4	4	1	4
18”	6.0	2	No	89238	4	4	4	4	1	0
18”	6.0	2	Yes	65979	1	1	4	4	1	4
20”	8.0	2	No	89239	4	4	4	4	1	0
22”	10.0	2	No	89435	4	4	4	4	1	0

Color	Meggitt Training Systems Part Number
Desert Sand	92633
Military Green	92650
Olive Drab	92634

ITEM	QTY	PART NO.	DESCRIPTION	Single Target Head	Double Target Head
1a	1	1029046	Type 4 SIT, Target Head Subassembly, Single	X	
1b	1	1029047	Type 4 SIT, Target Head Subassembly, Double		X
2a	1	1029455	Target Head Clamp Subassembly, Single	X	
2b	2	1029455	Target Head Clamp Subassembly, Double		X
3a	2	923816	Target Clamp, Straight Action, ¾" Travel	X	
3b	4	923816	Target Clamp, Straight Action, ¾" Travel		X
4a	1	1029322	Hit Sensor, Single Target	X	
4b	1	1039323	Hit Sensor, Double Target		X
5a	1	91822	Hit Sensor Impact Switch	X	X
5b	2	91822	Hit Sensor Impact Switch	X	X
6	1	1029453	Connection Plate, Double Target	-	X
7	2	1029454	Mounting Block, Double Target	-	X
8a	1	1029030	Solar Cover Subassembly, Steel	X	X
8b	1	1029031	Solar Cover Subassembly, Aluminum	X	X

ITEM	QTY	PART NO.	DESCRIPTION	120 VAC	240 VAC
1	1	1029041	Subassembly, Power Supply, 120VAC	X	
2	1	1029042	Subassembly, Power Supply, 240VAC		X
3	1	1029108	Subassembly, Harness, 120VAC Power Input **(J30)**	X	
4	1	1029109	Subassembly, Harness, 240VAC Power Input **(J30)**		X
5	1	913932	Circuit Breaker, 50/60Hz, 2 Pole, 5A **(CB1)**	X	
6	1	913931	Circuit Breaker, 50/60Hz, 2 Pole, 2.5A **(CB1)**		X
7	1	1029021	Subassembly, Transformer, 120VAC **(PS1)**	X	
8	1	1029022	Subassembly, Transformer, 240VAC **(PS1)**		X
9	1	1029023	Bracket, Mounting, Transformer/Power Supply	X	X
10	1	914031	Transformer, 120/240VAC, 50/60Hz **(T1)**	X	X
11	1	91129	Bridge Rectifier, FW 25A, 100PIV, 250JBIL **(BR1)**	X	X
12	1	912331	Power Supply, Switch., 90-264VAC, 47/63Hz **(PS1)**	X	X
13	1	91368	Connect., Recept., SPOX, 3.96mm, 3 Circuit, **(PS1-J1)**	X	X
14	1	91369	Connect., Recept., SPOX, 3.96mm, 6 Circuit, **(PS1-J2)**	X	X
15	4	91370	Terminal, Female, 3.96mm, 24-18AWG	X	X
16	1	927336	Terminal Strip, 4 Pole, 4C Pole, GND-N-L1-L2 **(TB2)**	X	X
17	1	314786-240	Varistor, SZ 20, 240V, ERZV0D241 **(VDR1)**	X	
18	1	314786-510	Varistor, SZ 20, 510V, ERZV0D511 **(VDR1)**		X
19	1	912662	Terminal, Insulated Fem., Disconnect, 1/4", 16-14AWG	X	X
20	4	912699	Terminal, RA. Fem., Disconnect, 1/4", 16-14AWG	X	X
21a	1	91626-18	Terminal Ring, # 8, 16-14AWG	X	
21b	2	91626-18	Terminal Ring, # 8, 16-14AWG		X
22	2	912681	Terminal, Flanged, # 8 Stud, 22-18AWG	X	X
23	1	912637	Splice, Wire Joint, 2-24 MIN, 3-18 MAX		X

ITEM	QTY	PART NO.	DESCRIPTION
1a	1	1029028	Type 4 SIT, Mechanical Subassembly (Steel Enclosure)
1b	1	1029029	Type 4 SIT, Mechanical Subassembly (Aluminum Enclosure) (LWP)
2	1	89236	Subassembly, Target Pivot Shaft
3	1	66066	Subassembly, Motor, Type 3
4	2	921134	Flange, Mounted, Sintered Bond Pressbearing, .751" ID
5	2	89192	Weldment, Target Arm
6	2	921835	Shaft Seal, V-Ring
7	2	90004P1.50	Spring Pin, 3/16" DIA X 1 1/2" LG.
8	1	89158	Bracket, Mounting, Gearmotor Support
9	2	89026	Plate, Bearing Backer
10	2	923134	Hose Clamp, Worm Drive, 1 9/16" – 2 1/2" DIA
11	1	1029161	Subassembly, Main Harness w/ Brackets
12	1	1029408	Harness, Hit Input, Type 4 J2
13	1	1029409	Harness, Expose Limit Switch, Type 4 **(SW2)**
14	1	1029410	Harness, Conceal Limit Switch **(SW1)**
15	1	1029160	Harness, MFS, Type 4 **(J3)**
16	1	1029407	Harness Assembly, SIM Harness (optional) **(J4)**

ITEM	QTY	PART NO.	DESCRIPTION
1	1	1029040	Subassembly, Power Supply, 12VDC
2	1	1029107	Harness, 12VDC, Power Input **(J30)**
3	1	1029427	Circuit Breaker, 2 Pole, 15A/2A **(CB1)**
4	2	1029614	Terminal, Flanged, # 8 Stud, 16-14AWG

ITEM	QTY	PART NO.	DESCRIPTION	120 VAC	230/240 VAC
1	1	1029044	Subassembly, Power Supply, 120VAC	X	
2a	1	1029045-230	Subassembly, Power Supply, 230/VAC, 50Hz		X
2b	1	1029045-240	Subassembly, Power Supply, 240/VAC, 60Hz		X
3	1	1029108	Subassembly, Harness, 120VAC Power Input **(J30)**	X	
4	1	1029109	Subassembly, Harness, 240VAC Power Input **(J30)**		X
5	1	913932	Circuit Breaker, 50/60Hz, 2 Pole, 5A **(CB1)**	X	
6	1	913931	Circuit Breaker, 50/60Hz, 2 Pole, 2.5A **(CB1)**		X
7	1	1029021	Subassembly, Transformer, 120VAC **(PS1)**	X	
8	1	1029022	Subassembly, Transformer, 240VAC **(PS1)**		X
9	1	1029023	Bracket, Mounting, Transformer/Power Supply	X	X
10	1	914031	Transformer, 120/240VAC, 50/60Hz **(T1)**	X	X
11	1	91129	Bridge Rectifier, FW 25A, 100PIV, 250JBIL **(BR1)**	X	X
12	1	912331	Power Supply, Switch., 90-264VAC, 47/63Hz **(PS1)**	X	X
13	1	91368	Connect., Recept., SPOX, 3.96mm, 3 Circuit, **(PS1-J1)**	X	X
14	1	91369	Connect., Recept., SPOX, 3.96mm, 6 Circuit, **(PS1-J2)**	X	X
15	4	91370	Terminal, Female, 3.96mm, 24-18AWG	X	X
16	1	927336	Terminal Strip, 4 Pole, 4C Pole, GND-N-L1-L2 **(TB2)**	X	X
17	1	314786-240	Varistor, SZ 20, 240V, ERZV0D241 **(VDR1)**	X	
18	1	314786-510	Varistor, SZ 20, 510V, ERZV0D511 **(VDR1)**		X
19	1	912662	Terminal, Insulated Fem., Disconnect, 1/4", 16-14AWG	X	X
20	4	912699	Terminal, RA. Fem., Disconnect, 1/4", 16-14AWG	X	X
21a	1	91626-18	Terminal Ring, # 8, 16-14AWG	X	
21b	2	91626-18	Terminal Ring, # 8, 16-14AWG		X
22	2	912681	Terminal, Flanged, # 8 Stud, 22-18AWG	X	X
23	1	912637	Splice, Wire Joint, 2-24 MIN, 3-18 MAX		X
24	1	914060-120	Transient Voltage Surge Suppressor	X	
25	1	914060-230	Transient Voltage Surge Suppressor, 230VAC/50Hz		X
26	1	914060-240	Transient Voltage Surge Suppressor, 240VAC/60Hz		X

ITEM	QTY	PART NO.	DESCRIPTION
1	1	1029043	Subassembly, Power Supply, 12VDC
2	1	1029107	Harness, 12VDC, Power Input **(J30)**
3	1	1030062	Circuit Breaker, 3 Pole, Remote Trip, 15A/2A **(CB1)**
4	2	1029614	Terminal, Flanged, # 8 Stud, 16-14AWG
5	2	1029681	Terminal, Flanged, # 8 Stud, 22-18AWG
6	1	912686	Terminal, Male, Insulated Disconnect, 1/4" 22-18AWG
7	1	1029165	Harness, Indicator

ITEM	QTY	PART NO.	DESCRIPTION
1	1	1029032	Subassembly, Target Control PCA, PnP
2	1	20-6058	PCA, Target Control **(PC1)**
3	1	1029018	Harness, PCA Adapter, STD Type, P1-P2
4	1	1030403	Harness, PCA Adapter, STD Type, P3-P5
5	1	1029615	Bracket, PCA
6	2	917281	Bracket, PCA, Card Guide

ITEM	QTY	PART NO.	DESCRIPTION
1	1	1029034	Subassembly, Control System, HW MUX
2	1	1029154	Harness, Data, Data 2
3	1	1029159-0	Hole Seal, 1" Conduit, Data 1
4	1	65991-1	Hole Seal, 1/2" Conduit

ITEM	QTY	PART NO.	DESCRIPTION
1a	1	*Table 28*	Subassembly, Control, RF, 2400 Baud, Single Radio (GSA/ATS)
1b	1	*Table 29*	Subassembly, Control, RF, 2400 Baud, Dual Radio (ATS-LWP)
2	1	20-3200-485	PCA, 2400 Baud Modem **(PC2)**
3	1	1029070	Bracket, 2400 Baud PCA
4	1	1029159-0	Hole Seal, 1" Conduit, Data 1
5	1	65992-1	Hole Seal, 3/4" Conduit, Data 2
6	1	1029743	Harness, 2400 Baud Modem to J10
7	1	1029155	Harness, 2400 Baud Modem to Radio
8	1	1029744	Harness, 2400 Baud Modem to TB1
9a	1	*Table 28*	Radio, UHF/VHF, TXRX1
9b	2	*Table 29*	Radio, Dual, UHF and VHF, TRX1, TRX2 (ATS-LWP)
10a	1	1030205	Bracket, Radio, Single
10b	1	1030206	Bracket, Radio, Dual
11	1	20-2865	Cable, Coaxial, BNC/TNC, TXRX1 to Ant
12	1	916409	Adapter, Right Angle (Ant)
13a	1	916406	Antenna, 1/4 Whip, TNCQ
13b	2	916406	Antenna, 1/4 Whip, TNCQ, (ATS-LWP)

ITEM 1 PART NUMBER	ITEM 9 PART NUMBER	FREQUENCY RANGE
1029037-V1	916475	136-162MHz, VHF
1029037-V2	916483	148-174MHz, VHF
1029037-U1	916477	400-420MHz, UHF
1029037-U2	916479	450-470MHz, UHF

ITEM 1 PART NUMBER	ITEM 9 PART NUMBER	FREQUENCY RANGE
1029038-V1	916475	136-162MHz, VHF
1029038-U1	916477	400-420MHz, UHF

ITEM	QTY	PART NO.	DESCRIPTION
1	1	917452	Solar Electric Panel, 55 Watt, Alps Technology, AT-SM55
2	1	65906	Leg, formed Steel Tube Round, 55 Watt Solar Panel
3	1	917402	Battery Charge Regulator, 10A, 12V
4	2	923461	Lanyard, 12"
5	2	65511	Pivot Bracket, Leg Stand
6	1	917680	Cable Assembly, Solar Panel Charge Output
7	2	65512	Anchor Bracket
8	4	90221Z.5	Screw, PHIL, FL HD, 10-32 X ½" LG.
9	4	90283Z1	Screw, PHIL, Pan HD, 10-32 X 1" LG.
10	8	90463Z	Nut, KEPS, 10-32
11	16	90872Z.5	Screw, TEK Hex HD, 10-16 X 1/2" LG.
12	2	90505Z	Lock Nut, BIWAY, ¼ -20
13	2	1035992	Wing Nut, 10-32
14	1	91459	Lock Nut, ½ NPT
15	2	90305Z.5	Screw, CAP, Hex HD, ¼-20 X ½" LG.
16	1	911140	Receptacle, STRT Male, 4 Position, 16 AWG
17	1	20-3690	Battery Harness
18	1	918104	Tee, Standard, 4 Pin
19	2	90283Z.5	Screw, Pan HD, Phil, 10-32 X ½" LG.

ITEM	QTY	PART NO.	DESCRIPTION
1	1	1034749	LED Cordset
2	1	1034748	Strain Relief, (181-.312)
3	1	1029891-01	Bracket-MFS Type II, Clip On
4	1	1036284-01	MFS, Adapter Housing
5	1	1034746	LED Cluster, 26 mm 12v 72CD
6	AR	510314	Heatshrink 3/32 Black
7	AR	922200	PVC Cement
8	AR	1038151	Epoxy, Clear, Hysol ES1901 400ML

Additional Items:

#1057442 Netsys #NV-500 (for the MPRC TACO Targetry Package)

ALL Parts, Arms, Lifters and Coordinating Hardware and pieces for repair