

PROPOSAL INSTRUCTIONS

Department of Military and Veterans Affairs

Targets, Target Pastors, Backerboards and Rifle Range Equipment for Camp Grayling National All Domain Warfare Center (NADWC) and Ft. Custer Training Center (FCTC)

Request for Proposal No. 260000001607

Solicitation Manager Name: Elizabeth Noffsinger

Direct Phone: 989-619-6864

Email: Noffsingere@michigan.gov

This is a Request for Proposal (RFP) for:

Contractor/s to provide targets (molded/plastic), target pasters and Rifle Range Equipment (target baker board, coffin covers, firing barricade/stands, etc.) for Camp Grayling NADWC in Grayling, MI and Ft. Custer Training Center in Augusta, MI

RFP Timeline

Event	Time	Date
RFP issue date	N/A	Friday, March 27, 2026
Deadline for bidders to submit questions about this RFP	3:00 p.m. Eastern	Friday, April 3, 2026
Anticipated date the State will post answers to bidder questions on www.michigan.gov/SIGMAVSS		Tuesday, April 7, 2026
Proposal deadline*	3:00 p.m. Eastern	Friday, April 10, 2026
Anticipated contract begin date	N/A	Friday, May 1, 2026

***A bidder’s proposal received at 3:00:01 p.m. Eastern is late and subject to disqualification.**

This RFP is subject to change. Check www.michigan.gov/SIGMAVSS for current information.

- PROPOSAL PREPARATION.** The State recommends reading **all** RFP materials prior to preparing a proposal, particularly these Proposal Instructions and the Vendor Questions Worksheet. Bidders must follow these Proposal Instructions and provide a complete response to the items indicated in the RFP Structure and Documentation table below. References and links to websites or external sources may not be used in lieu of providing the information requested in the RFP within the proposal. Include the bidder’s company name in the header of all documents submitted with your proposal. **Note that all documents and information submitted as part of a proposal will become public record immediately upon receipt by the State. Proposals received by the State may be posted on the State’s publicly available website after bidders are notified of the award recommendation.**

RFP Structure and Documentation

Document	Description	Bidder Response Instructions
Cover Page	Provides RFP title and number, important dates, and contact information for Solicitation Manager	Informational
Proposal Instructions	Provides RFP instructions to bidders	Informational
Confidential Treatment Form	Required verification on whether bidder’s proposal contains confidential information	Bidder to complete and submit by proposal deadline
Vendor Questions Worksheet	Questions to bidders on background and experience	Bidder to complete and submit by proposal deadline
Contract Terms	Provides legal terms for a contract awarded through this RFP	Deemed accepted by bidder unless information required in the Evaluation Process section of this document is submitted by proposal deadline
Schedule A – Statement of Work	Statement of work	Bidder to complete and submit by proposal deadline
Schedule B – Pricing	Pricing for goods and services sought by the State through this RFP	Bidder to complete and submit by proposal deadline
[Read and delete: Add rows for all schedules you add to the RFP]	Explain	Bidder to complete and submit by proposal deadline

- CONTACT INFORMATION FOR THE STATE.** The sole point of contact for the State concerning this RFP is listed on the Cover Page. Contacting any other State personnel, agent, consultant, or representative about this RFP may result in bidder disqualification.
- MODIFICATIONS.** The State may modify this RFP at any time. Modifications will be posted on www.michigan.gov/SIGMAVSS. This is the only method by which the RFP may be modified.

4. **QUESTIONS.** Bidder questions about this RFP must be emailed to the Solicitation Manager no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions are accepted. Answers to questions will be posted on www.michigan.gov/SIGMAVSS. Submit questions using the format below; a Microsoft Excel format or similar is suggested.

Q #	Document and Section	Page #	Bidder Question

5. **DELIVERY OF PROPOSAL.**

Electronic – The bidder must submit its proposal, all attachments, and any modifications or withdrawals electronically through www.michigan.gov/SIGMAVSS. The price proposal should be saved separately from all other proposal documents. The bidder should submit all documents in a modifiable (native) format (examples include but are not limited to Microsoft Word or Excel and Google Docs or Sheets). In addition to submitting documents in a modifiable format, the bidder may also submit copies of documents in PDF. Attachment file size is limited to 30 MB per document. Bidder’s failure to submit a proposal as required may result in disqualification. The proposal and attachments must be fully uploaded and submitted prior to the proposal deadline. **Do not wait until the last minute to submit a proposal**, as the SIGMA VSS system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The SIGMA VSS system **will not** allow a proposal to be submitted after the proposal deadline identified in the solicitation Closing On/Closing Date fields (Summary view/Detail view), even if a portion of the proposal has been uploaded.

Questions on how to submit information or how to navigate in the SIGMA VSS system can be answered by calling **(517) 284-0540 or (888) 734-9749**. The Solicitation Manager will not provide assistance related to the submittal of the proposal and all attachments on the day of the proposal deadline. Responsibility for a complete submission lies with the bidder. **Note that all documents and information submitted in any manner as part of a proposal will become public record immediately upon receipt by the State. Proposals received may be posted by the State on the State’s publicly available website after bidders are notified of the award recommendation.**

6. **EVALUATION PROCESS.** The State will evaluate each proposal based on the following factors:

	Technical Evaluation Criteria	Weight
1.	Statement of Work, Schedule A, General Product Specifications, Sections 1.1	10
2.	Statement of Work, Schedule A, Molded Durable Polyethylene Plastic Types of Targets, Section 1.2	40
3.	Statement of Work, Schedule A, Clamping Connections for Molded Targets Section 1.2.1	20
4.	Statement of Work, Schedule A, Backerboard Items, Section 1.3	10
5.	Vendor Questions Worksheet	20

	Technical Evaluation Criteria	Weight
	Total	100

Proposals receiving 80 or more technical evaluation points will have pricing evaluated and considered for award.

The State may utilize all bidder information, without regard to a proposal’s technical score, to determine fair market value for goods or services sought. The State is not obligated to accept the lowest price proposal. If applicable, the State’s evaluation will include consideration of a bidder’s qualified disabled veterans/service-disabled veteran owned business(QDV/SDVOB) status under [MCL 18.1261\(8\)](#). Additional information on the SDVOB preference is available at: [Michigan.gov/SDVOB](#).

The State strongly encourages strict adherence to the Contract Terms. The State reserves the right to deem a bid non-responsive for failure to accept the Contract Terms. Nevertheless, the bidder may submit proposed changes to the Contract Terms in track changes (i.e., visible edits) with an explanation of the bidder’s need for each proposed change. Failure to include track changes with an explanation of the bidder’s need for the proposed change constitutes the bidder’s acceptance of the Contract Terms. General statements, such as that the bidder reserves the right to negotiate the terms and conditions, may be considered non-responsive. Failure to respond timely to requests for proposed changes to Contract Terms during ongoing negotiations may be cause for disqualification.

The State may but is not required to conduct an on-site visit to tour and inspect the bidder’s facilities; require an oral presentation of the bidder's proposal; conduct interviews, research, reference checks, and background checks; and request additional price concessions at any point during the evaluation process.

7. **NOTICE OF DEFICIENCY.** The State reserves the right to issue a **Notice of Deficiency** to bidders if the State determines after the proposal deadline that a portion of the RFP was deficient, unclear, or ambiguous. Failure to respond to a **Notice of Deficiency** timely may be cause for disqualification.
8. **CLARIFICATION REQUEST.** The State reserves the right to issue a **Clarification Request** to a bidder to clarify its proposal if the State determines the proposal is not clear. Failure to respond to a **Clarification Request** timely may be cause for disqualification.
9. **RESERVATIONS.** The State reserves the right to:
 - a. Disqualify a bidder for failure to follow these instructions.
 - b. Discontinue the RFP process at any time for any or no reason. The issuance of an RFP, your preparation and submission of a proposal, and the State’s subsequent receipt and evaluation of your proposal does not commit the State to award a contract to you or anyone, even if all the requirements in the RFP are met.
 - c. Consider late proposals if: (i) no other proposals are received; (ii) no complete proposals are received; (iii) the State received complete proposals, but the proposals did not meet mandatory minimum requirements or technical criteria; or (iv) the award process fails to result in an award.

- d. Consider an otherwise disqualified proposal if no other proposals are received.
 - e. Disqualify a proposal based on: (i) information provided by the bidder in response to this RFP; (2) the bidder’s failure to complete registration on www.michigan.gov/SIGMAVSS ; or (3) if it is determined that a bidder purposely or willfully submitted false or misleading information in response to the RFP.
 - f. Consider prior performance with the State in making its award decision.
 - g. Consider overall economic impact to the State when evaluating proposal pricing and in the final award recommendation. This includes but is not limited to: considering principal place of performance, number of Michigan citizens employed or potentially employed, dollars paid to Michigan residents, Michigan capital investments, job creation, tax revenue implications, and economically disadvantaged businesses.
 - h. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating proposal pricing and in the final award recommendation.
 - i. Refuse to award a contract to any bidder that has failed to pay State taxes or has outstanding debt with the State.
 - j. Enter into negotiations with one or more bidders on price, terms, technical requirements, or other deliverables.
 - k. Award multiple, optional-use contracts, or award by Contract Activity.
 - l. Evaluate the proposal outside the scope identified in the **Evaluation Process** section of this document if the State receives only one proposal.
- 10. AWARD RECOMMENDATION.** The contract will be awarded to the responsive and responsible bidder who offers the best value to the State, as determined by the State. Best value will be determined by the bidder meeting the minimum point threshold and offering the best combination of the factors stated in the **Evaluation Process** section of this document, and price, as demonstrated by the proposal. The State will post an **Award Recommendation and Evaluation Synopsis** on www.michigan.gov/SIGMAVSS or in the manner it was originally published.
- 11. DEBRIEF MEETING AND BID PROTEST.** The State will publish an **Award Recommendation and Evaluation Synopsis** which will provide instructions on how to request a debrief meeting.
- If you wish to initiate a protest of the award, you must submit your written protest to the Solicitation Manager no later than 10:00 a.m., 3 business days after the **Award Recommendation and Evaluation Synopsis** is posted on SIGMA VSS. The State reserves the right to adjust this timing and will publish any change.
- Additional information about the protest process is available at [DTMB - Programs and Policies \(michigan.gov\)](#) under the “Bidder Protests” link.
- 12. STATE ADMINISTRATIVE BOARD.** Contracts equal to \$250,000 or greater than require approval by the State Administrative Board. The State Administrative Board’s decision is final; however, its approval does not constitute a contract. The award process is not complete until the awarded contractor receives a contract fully executed by all parties.

- 13. GENERAL CONDITIONS.** The State will not be liable for any costs, expenses, or damages incurred by a bidder participating in this solicitation. The bidder agrees that its proposal will be considered an offer to do business with the State in accordance with its proposal, including the Contract Terms, and that its proposal will be irrevocable and binding for a period of 180 calendar days from date of submission. If a contract is awarded to the bidder, the State may, at its option, incorporate any part of the bidder's proposal into a contract. This RFP is not an offer to enter into a contract. This RFP may not provide a complete statement of the State's environment or contain all matters upon which agreement must be reached. The bidder understands that their proposal will become public record immediately upon receipt by the State. Other than verified trade secrets, proposals submitted via www.michigan.gov/SIGMAVSS are the State's property.
- 14. CONFIDENTIAL TREATMENT FORM AND THE FREEDOM OF INFORMATION ACT.** As a public record, all portions of the bidder's proposal and resulting contract are subject to disclosure as required under Michigan's Freedom of Information Act (FOIA), MCL 15.231, et seq. However, the State may exempt some information from disclosure as permitted by law. Under MCL 18.1261(13)(b), records containing "a trade secret as defined under section 2 of the uniform trade secrets act, 1998 PA 448, MCL 445.1902," are exempt from disclosure under FOIA. In addition, "financial or proprietary information" submitted with a bidder's proposal is exempt from disclosure under FOIA. **A bidder's failure to comply with this Section is grounds for rejecting a bidder's proposal as non-responsive.** As a part of its proposal, each bidder must follow the procedure below.
- a. SUBMIT A COMPLETED CONFIDENTIAL TREATMENT FORM WITH YOUR BID.** Completion and submission of the Confidential Treatment Form (CT Form) is required regardless of whether the bidder seeks confidential treatment of information. **Failure to submit a completed CT Form may be cause for disqualification from the solicitation process. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow CT Form instructions, the proposal may be publicly disclosed in its entirety without redaction after an award recommendation.**
- i. Complete and sign Section 1 of the CT Form if the bidder does NOT request confidential treatment of information contained in its proposal; or
 - ii. Complete and sign Section 2 of the CT Form if the bidder requests confidential treatment of certain information. **Bidder must also submit a copy of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the "PUBLIC COPY."**
 - iii. Failure to complete and sign a CT Form may result in disqualification of the bidder. **If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow the CT Form instructions, the proposal, in its entirety, may be publicly disclosed by the State without redaction after an award recommendation.**
- b. FOIA REQUESTS.** If a FOIA request is made for a bidder's proposal, the Public Copy may be distributed to the public along with the bidder's CT Form. The CT Form is a public document and serves as an explanation for the redactions to the Public Copy. Do not put any trade secret, financial, or proprietary information in the CT Form. Do not redact the CT Form itself.
- c. NO ADVICE.** The State will not advise a bidder as to the nature or content of documents entitled to protection from disclosure under FOIA or other laws, as to the interpretation of

such laws, or as to the definition of trade secret or financial or proprietary information. Nothing contained in this provision will modify or amend requirements and obligations imposed on the State by FOIA or other applicable law. The State is not obligated to notify a bidder if a FOIA request for bidder's proposal is received nor if bidder's proposal is made available to the public.

- d. FAILURE TO REQUEST CONFIDENTIAL TREATMENT.** Failure to request material be treated as confidential as specified herein relieves the State, its agencies, and personnel from any responsibility for maintaining material in confidence.
- e.** Bids containing a request to maintain an entire proposal as confidential may be rejected as non-responsive. Bidders may not request confidential treatment with respect to resumes, pricing, and marketing materials. The State reserves the right to determine whether material designated as exempt by a bidder falls under MCL 18.1261 or other applicable FOIA exemptions. If a FOIA request is made for materials that the bidder has identified as trade secret, financial, or proprietary information, the State has the final authority to determine whether the materials are exempt from disclosure under FOIA.
- f.** Bidder forever releases the State, its departments, subdivisions, officers, and employees from all claims, rights, actions, demands, damages, liabilities, expenses and fees, which arise out of or relate to the disclosure of all or a portion of bidder's proposal submitted under this RFP. Bidder must defend, indemnify and hold the State, its departments, subdivisions, officers, and employees harmless, without limitation, from and against 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 any FOIA request, including potential litigation and appeals, related to the portion of bidder's proposal submitted under this RFP that bidder has identified as a trade secret, or financial or proprietary information. The State will notify bidder in writing if indemnification is sought. 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, or any portion thereof, if the State deems necessary. Bidder 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. If a State employee, official, or law is involved or challenged, the State may 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.

CONFIDENTIAL TREATMENT FORM

INSTRUCTIONS. A signed and dated Confidential Treatment Form (CT Form) must be submitted with your proposal, regardless of whether your proposal contains confidential information.

1. Complete either Section 1 or Section 2 of this form and sign where indicated. **Do not complete both sections.** Note: Completion of Section 2 is required to request confidential treatment.
2. This form must be signed by the individual who signed the bidder’s proposal.

Failure to submit a completed CT Form with your bid is grounds for rejecting the proposal as non-responsive.

In addition, failure to follow the instructions on this form or to properly complete and submit it may result in the entire proposal being publicly disclosed by the State without redaction after an award recommendation.

See the **Confidential Treatment Form and the Freedom of Information Act** section of the *Proposal Instructions* for additional information.

Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED

This section must be completed, signed, and submitted with the proposal if the bidder does **not** request confidential treatment of any material contained in the proposal. **If this section is completed, do not complete Section 2.**

By signing below, the bidder affirms that confidential treatment of material contained in their proposal is not requested.

RFP Number

RFP Title

Signature

Date

Printed Name, Title, Company

Section 2. CONFIDENTIAL TREATMENT IS REQUESTED

Bidders must complete, sign, and submit this section with the proposal, to request confidential treatment of any material contained in the proposal. **If this section is completed, do not complete Section 1.**

Bidders must specifically identify the information to be protected as confidential and/or proprietary and state the reasons why protection is necessary. As shown in the table below, the following details are required for each confidentiality request.

1. The proposal page number, section number, and paragraph number.
2. Whether the material referenced is Trade Secret (TS), Proprietary Financial Information (FI), or Proprietary Information (PI). Bidders may not request confidential treatment of resumes, pricing, and marketing materials.
3. An explanation of the specific legal grounds that support treatment of the material as TS, FI, or PI and a complete justification as to how the material falls within the scope of an applicable FOIA exemption or relevant case law. Bidders must not simply cite an applicable exemption or case name.
4. The person at their organization authorized to respond to inquiries by the State concerning the material and their contact information.

REQUIRED: Bidders completing this section must also submit a copy of the proposal with the trade secret, financial, and proprietary information redacted and clearly label this redacted copy as the PUBLIC COPY.

(1) Proposal Page #, Section #, Paragraph #	(2) Material is Trade Secret (TS), Proprietary Financial Information (FI), Proprietary Information (PI)	(3) Applicable FOIA Exemption with Written Justification	(4) Bidder Contact Information

Bidders may add rows or additional pages using the same format shown in the table.

State of Michigan FOIA Requests

The State reserves the right to determine whether material designated as exempt by a bidder falls under MCL 18.1261 or other applicable FOIA exemptions.

If a FOIA request is made for materials that the bidder has identified as trade secret, financial, or proprietary information, the State has the final authority to determine whether the materials are exempt from disclosure under FOIA.

The State is not obligated to notify a bidder if a FOIA request for bidder’s proposal is received nor if bidder’s proposal is made available to the public. This form, and any additional justification letters, are not exempt from release under FOIA.

By signing below, the bidder affirms that confidential treatment of material contained in their proposal is requested and has attached to this form a redacted “Public Copy” of the bidder’s proposal.

RFP Number

RFP Title

Signature

Date

Printed Name, Title, Company

VENDOR QUESTIONS WORKSHEET

Provide a detailed response to each question. “You” and “company” refers to the bidder.

Information Sought	Bidder Response
1. Contact Information	
Bidder’s sole contact person during the RFP process. Include name, title, address, email, and phone number.	
Person authorized to receive and sign a resulting contract. Include name, title, address, email, phone number and vendor customer code in SIGMA VSS.	
2. Company Background Information	
Legal business name and address. Include business entity designation, e.g., sole proprietor, Inc., LLC, or LLP.	
What state was the company formed in?	
Phone number.	
Website address.	
Number of years in business.	
Number of employees.	
Legal business name and address of parent company, if any.	
Has there been a recent change in organizational structure (e.g., management team) or control (e.g., merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change has affected your company.	
Discuss your company’s history. Has growth been organic, through mergers and acquisitions, or both?	
Has bidder ever been debarred, suspended, or disqualified from bidding or contracting with any entity, including the State of Michigan? If yes, provide the date, the entity, and details about the situation.	
Has your company been a party to litigation against the State of Michigan? If the answer is yes, then state	

Information Sought	Bidder Response
the date of initial filing, case name and court number, and jurisdiction.	
Within the last 5 years, has your company or any of its related business entities defaulted on a contract or had a contract terminated for cause? If yes, provide the date, contracting entity, type of contract, and details about the termination or default.	
<p>State your gross annual sales for each of the last 5 years.</p> <p>If receiving a contract under this RFP will increase your gross revenue by more than 25% from last year's sales, explain how the company will scale-up to manage this increase.</p>	
Describe partnerships and strategic relationships you think will bring significant value to the State.	
State the physical address of the place of business that would have primary responsibility for this account if bidder is awarded a contract under this RFP.	
<p>Bidder affirms that any business types identified on its SIGMA VSS profile, including those eligible for Geographically Disadvantaged Business Enterprise (GDBE) and Michigan Supplier Community Program (MiSC), are valid.</p>	Choose an item.
<p>3. Qualified Disabled Veteran/Service-Disabled Veteran-Owned Business Program</p>	
<p>Under MCL 18.1261, a “qualified disabled veteran” means a business entity that is 51% or more owned by 1 or more veterans with a service-connected disability. A “service-connected disability” means a disability incurred or aggravated in the line of duty in the active military, naval, or air service as described in 38 USC 101(16). Are you a qualified disabled veteran?</p>	Choose an item.
<p>To demonstrate qualification as a qualified disabled veteran, you must provide:</p> <p>(a) Proof of service and conditions of discharge (DD214 or equivalent);</p> <p>(b) Proof of service-connected disability (DD214 if the disability was documented at discharge or Veterans</p>	Enter the names of documents submitted with your proposal to demonstrate status as a qualified disabled veteran.

Information Sought	Bidder Response
<p>Administration Rating Decision Letter or equivalent if the disability was documented after discharge); and</p> <p>(c) Legal documents setting forth the ownership of the business entity.</p> <p>In lieu of the documentation identified above, you may provide proof of certification by the National Veterans Business Development Council.</p>	
4. Participation in RFP Development or Evaluation	
<p>Did your company, an employee, agent, or representative of your company, or any affiliated entity participate in developing any component of this solicitation? For purposes of this question, business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly: (1) either one controls or has power to control the other or (2) a third-party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities or equipment, and common use of employees.</p>	<p>Choose an item.</p> <p>If you enter “YES”, you are not eligible for contract award or to work as a subcontractor for the awarded vendor.</p>
<p>If you are awarded a contract under this solicitation, in order to provide the goods or services required under a resulting contract, do you intend to partner or subcontract with a person or entity that assisted in the development of this solicitation?</p>	<p>Choose an item.</p> <p>If you enter “YES,” you are not eligible for contract award. An awarded vendor may not partner or subcontract with anyone to provide goods and services required under a resulting contract if that subcontractor or partner assisted in the development of this solicitation.</p>
<p>Will your company, or an employee, agent, or representative of your company, participate in the evaluation of the proposals received in response to this RFP?</p>	<p>Choose an item.</p> <p>If you enter “YES”, you are not eligible for contract award or to work as a subcontractor for the awarded vendor.</p>
5. State of Michigan Experience and Prior Experience	
<p>Does your company have experience working with the State of Michigan? If so, please provide a list (including the contract number) of the contracts you hold or have held with the State for the last 10 years.</p>	
<p>Describe at least 3 relevant experiences from the last 5 years supporting your ability to successfully manage</p>	

Information Sought	Bidder Response
a contract of similar size and scope for the work described in this RFP.	
Experience 1	
Company name. Contact name. Contact role at time of project. Contact phone. Contact email.	
City. State. Zip.	
1. Project name and description of the scope of the project. 2. What role did your company play? 3. How is this project experience relevant to the subject of this RFP?	
Dollar value.	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained.	
Experience 2	
Company name. Contact name. Contact role at time of project. Contact phone. Contact email.	
City. State. Zip.	
1. Project name and description of the scope of the project.	

Information Sought	Bidder Response
2. What role did your company play? 3. How is this project experience relevant to the subject of this RFP?	
Dollar value.	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained.	
Experience 3	
Company name. Contact name. Contact role at time of project. Contact phone. Contact email.	
City. State. Zip.	
1. Project name and description of the scope of the project. 2. What role did your company play? 3. How is this project experience relevant to the subject of this RFP?	
Dollar value.	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained.	
6. Standard Contract Terms	
Bidder must affirm agreement with the attached Contract Terms. If not in agreement, written exceptions in accordance with the Evaluation Process section of the Proposal Instructions must be provided with Bidder’s proposal.	

Information Sought	Bidder Response
7. Michigan Voluntary Protection Program	
Bidder must verify if their company is recognized in the Michigan Voluntary Protection Program (MVPP)	Choose an item.
8. Michigan Economic Impact	
Number of employees currently employed at locations within the State of Michigan.	
9. Number of additional employees to be employed at locations within the State of Michigan if awarded this Contract (if any)	
Minimum wage paid to employees employed at locations within the State of Michigan.	
Average wage paid to employees employed at locations within the State of Michigan.	
Percentage of employees employed at locations within the State of Michigan that are covered by employer-provided health insurance.	
Labor, Antidiscrimination and Environmental Laws Compliance	
Bidder must disclose any violations of state or federal labor, antidiscrimination and employment laws and regulations received within the past five years.	
10. Bidder must disclose any violations of state or federal environmental laws and regulations received within the past five years.	
Prevailing Wage	
Is bidder planning to utilize construction mechanics as defined by Public Act 10 of 2023	Choose an item.
11. If you answered yes to the above question, Bidder certifies that they are registered with the Department of Labor and Economic Opportunity.	Choose an item.
Other	
Classification of Employees. I certify that the company has properly classified its employees in accordance with federal/state labor and employment laws.	Choose an item.

Information Sought	Bidder Response
<p>12. Abusive Labor Practices. The Contractor certifies that it will not furnish any Deliverable that was produced fully or partially by forced labor, forced or indentured child labor, or indentured servitude.</p>	<p>Choose an item.</p>
<p>Certification of Michigan Business- Public Act 431 of 1984, Sec. 268. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Business Tax Corporate Income Tax Return. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Income Tax return showing income generated in, or attributed to the State of Michigan. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, withheld Michigan Income Tax from compensation paid to the company’s owners and remitted the tax to the Michigan Department of Treasury.</p>	<p>Choose an item.</p>
<p>Iran Linked Business- Public Act 517 of 2012. I certify that the Company is not an Iran-Linked business as defined by Public Act 517 of 2012.</p>	<p>Choose an item.</p>
<p>Clean Corporate Citizen. I certify that the Company is a Clean Corporate Citizen as defined by the Environmental Protection Act, 1994 PA 451.</p>	<p>Choose an item.</p>
<p>Convict Labor. The Contractor certifies that if using convict labor, it is complying with all applicable state and federal laws and policies.</p>	<p>Choose an item.</p>
<p>SOM Debt/Tax Payment. All SOM tax/debts. I certify that all applicable State of Michigan taxes are paid, and that no outstanding debt is owed to the State of Michigan.</p>	<p>Choose an item.</p>
<p>Authorization to Verify Information Provided by Vendor. I authorize the State to verify that all information provided in this registration, in bidding and contracting documents, and any attachments or supplement documents and processes are accurate.</p>	<p>Choose an item.</p>
<p>Response to State Requests</p>	
<p>Bidder agrees to respond, by established deadlines, to all requests from the State including but not limited to, clarification requests, notices of deficiency, and proposed changes to Contract Terms.</p>	<p>Choose an item.</p>

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and [Insert Company Name] (“**Contractor**”), a [Insert State & Entity Status, e.g., a Michigan corporation or a Texas limited liability company]. This Contract is effective on 04/01/2026 (“**Effective Date**”), and unless terminated, will expire on 03/31/2031 (the “**Term**”).

This Contract may be renewed for up to 3 additional one-years 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.	[Name] [Street Address] [City, State, Zip] [Email]

	[Phone]
--	---------

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]	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

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:
Lynn Carter-Regier Camp Grayling NADWC 1000 M-93/Howe Road Building 545, Range Control Grayling, MI 49739 lynn.m.carterregier.nfg@army.mil 989-344-6158	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

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.**

- a. **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.
- b. **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.
- c. **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.
- d. **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

e. 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 or authorization, and audited financial statements.
- (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.

f. Subcontractors. Contractor is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).

g. 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.
Automobile Liability Insurance	

Required Limits	Additional Requirements
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

h. 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 federal excise tax, state, and local sales taxes, and use taxes if the Contract Activities purchased under this Contract are for the State's exclusive use. Contractor will not include the collection of taxes for which the State is exempt in any invoices or payments related to this Contract. The State is not responsible for taxes imposed or assessed on Contractor.

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. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 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 Contractor 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. Prevailing Wage Act Statutory Provision.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract. As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor to pay prevailing wages or benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 et seq. applies to this Contract, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.
- 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, sexual orientation, gender identity or expression, 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 Section is a material breach of this Contract.
- 45. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently 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. 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
Exhibit 1- Three-Dimensional Ivan	Reference
Exhibit 2- E and F Type Silhouette Molded Slot Dimensions	Reference
Exhibit 3-Target Equipment	Reference
Exhibit 4- Ft. Custer Training Center PAM 210-21	Reference
Exhibit 5-Camp Grayling Training Pamphlet	Reference

- 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.
- 57. Accessibility Requirement.** All Contract Activities created, provided, or made available by Contractor under this Contract in a digital format, including but not limited to, websites, applications, software, mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet) (hereinafter "**Digital Deliverables**"), must conform to the accessibility standards provided in the SOM Digital Standards, located at <https://www.michigan.gov/standards> (the "**Digital Accessibility Standards**"). Throughout the Term of the Contract, Contractor must: (a) ensure that no changes made by Contractor to any Digital Deliverables will have any adverse effect on conformance to the Digital Accessibility Standards; and (b) comply with plans and timelines approved by the State to remediate issues and achieve conformance with the Digital Accessibility Standards in the event of any deficiencies, at its sole cost and expense. Schedule A – Statement of Work

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 Davis-Bacon Act applies.

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

This Contract is not in excess of \$150,000.

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)

This Contract does not involve a bid for an award of **more than \$100,000**.

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

- (a) 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.
- (b) For purposes of this Section K – Domestic Preferences for Procurements:
 - (1) *“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.
 - (2) *“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.
- (c) Build America, Buy America Act (BABAA).

This Contract does not involve purchases for an infrastructure project that is subject to the domestic preference requirement in the Build America, Buy America Act.

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, **enter contractor name here**, 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

Request for Proposal (RFP) No. 260000001067

Targets, Target Pastors, Backerboards and Rifle Range Equipment for Camp Grayling NADWC and Ft. Custer Training Center

This schedule identifies the anticipated requirements of any Contract resulting from this RFP. The term “Contractor” in this document refers to a bidder responding to this RFP, as well as the Contractor who is awarded the contract. The term “bidder” is used to identify where specific responses to the RFP are required.

The Contractor must respond to each requirement or question and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

IMPORTANT NOTE TO CONTRACTORS/BIDDERS: There are specific requirements for which acceptance must be simply acknowledged through a checkbox(es), and others that require further explanation. Click one checkbox and complete the entries as identified.

BACKGROUND

Camp Grayling National All-Domain Warfare Center (CG NADWC) in Grayling, Michigan and Ft. Custer Training Center (FTCT) in Augusta are training facilities for military and law enforcement agencies. When scheduling for their Range & Training Areas, Military/Law Enforcement Units/personnel request which targets they will need to use based on what equipment they are training on and/or bringing with them. CG NADWC & FTCT are required to have the consumable targets on hand for each Unit/Personnel based on the training and own equipment they are bringing to train on our Range & Training areas, especially if other than requiring the use of the basic target packages, target movers, limit markers and equipment on hand at these installations.

SCOPE

At CG NADWC and FCTC a variety of equipment and target packages (including molded targets) are used to meet military as well as law enforcement-LE style requirements. These items must function per the Headquarters Department of the Army established requirements for targets and equipment used for training per the Army TC 25-8 along with TC 3-20.40 “Training & Qualification – Individual Weapons” July 2019, (<https://armypubs.army.mil>) and Camp Grayling Training Pamphlet (Exhibit 5- Camp Grayling Training Pamphlet) and Fort Custer FC PAM 210-21 as of July 2019 (Exhibit 4- Ft. Custer Training Center PAM 210-21) as provided. State of Michigan DMVA is seeking a contractor or contractors that can provide the targets and equipment that meet these requirements and according to additional specifications detailed in this RFP .

Requirements

1. Items

1.1. General Product Specifications

The Contractor must provide targets and or equipment that meet the following:

- All items MUST meet requirements and measurements per the Headquarters Department of the Army TC 25-8 “TRAINING RANGES” as of 2021 (<https://armypubs.army.mi>) .
- Throughout the contract, Contractors must check most current TC 25-8 Regulation to ensure compliance.
- Must function appropriately in all-weather seasons.
- Full-scale molded targets (hollow and solid types) must be made of heavy duty, molded plastic materials and resembling 2-dimensional, front view of specified item.
- Lane markers (used at ranges requiring identification of individual lanes for multiple participants to train from) must be able to attach with screws/nails to 2"X4" and 4"X4" lumber posts.
- Items purchased must be new.
- Lead times of each part/item must be provided.
- Contractor to provide information on other items available from Contractor not specifically called out in this RFP.
- Quotes must include freight costs.
- MUST contact Camp Grayling/Fort Custer POC's to verify specifications and clamping connections to targetry **BEFORE** production. See Exhibit 3-Target Equipment. For instance, E-and F-Type Silhouette molded targets may vary slightly in how they attach/clamp to the SAAB or Inveris/Meggitt/Caswell Targetry equipment, see Exhibit 3-Target Equipment. Clamping specifications are included below and in Exhibit 1- Three-Dimensional Ivan and Exhibit-2 E and F Type Silhouette Molded Slot Dimensions.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	
The Bidder may offer an alternate bid that varies from the specifications. An alternate bid must clearly describe all variances from the specifications and the proposal must include descriptive literature that contains complete specifications, if available. Describe here or attach separate sheets title Statement of Work-Alternative Specifications:	

1.2. Molded Durable Polyethylene Plastic Types of Targets.

- a) **Truck Frontals, light-Skin/minimal armor.** Full scale with/without windshield openings, available in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray colors; includes pre-cut holes approximately 60" leg spacing on bottom of target frontal that must be able to be held up with 2"X4" and/or 4"X4" lumber posts that would be buried into the ground or mounted onto Mobile Armored Targets (MAT), Mobile

Infantry Targets (MIT), Stationery Armored Targets (SAT) and Stationery Infantry Targets (SIT) heavy lifter target equipment. They can weigh 60-180 lbs., able to withstand thousands of rounds fired at during battlefield/infantry scenarios. They need to function appropriately in all-weather seasons.

- b) **Truck Flanks, Side view, Light-Skin/minimal armor.** Full scale assembled in 2 interlocking pieces (truck cab and bed side views) for shipping purposes with No additional equipment needed for assembly. Available in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray colors including 2-4 pre-cut holes at bottom of sections approx. 60" apart which will be held up with 2"X4" and/or 4"X4" lumber posts buried or mounted onto Mobile Armored Targets (MAT), Mobile Infantry Targets (MIT), Stationary Armored Targets (SAT) and Stationary Infantry Targets, (SIT) heavy lifter target equipment. Must have 3 to 4, 4"X4" leg-hole slots evenly spaced out from center of target depending on length of targets for inserting Hit sensors to record target hits. Must be able to withstand thousands of rounds fired at during battlefield/infantry scenarios and weighing between 135-180 lbs. Measurement range from Left to Right of target as per TC 25-8 specs, specific to target type. It must be symmetrical and look dimensional like a real truck, tank etc.
- c) **Medium Armored Tank and/or BMP/BRDM Infantry Fighting Personnel Carrier-Style** Full Scale, Frontal and Flank/Side View Available in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray colors; includes 2-4 pre-cut leg holes on bottom of target frontal that are evenly spaced on flank style, approx. 60" apart, and must be able to be held up with 2"X4" and/or 4"X4" lumber posts inserted into the ground or to be mounted onto Mobile Armored Target (MAT), Mobile Infantry Targets (MIT), Stationary Armored Target (SAT) and Stationary Infantry Target (SIT) heavy lifter target equipment, able to withstand thousands of rounds fired at during battlefield/infantry/convoy scenarios and weighing between 100-225 lbs. Measurement range between 87-110" width across X 4-4.5" thickness X 87-94" length/tall.
- d) **Heavily Armored Tank:** Full Scale, Frontal and Flank/Side View. Available in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray colors; includes 2-4 pre-cut holes on bottom of target frontal that must be able to be held up with 2"X4" and/or 4"X4" lumber posts inserted into the ground or to be mounted onto Mobile Armored Target (MAT), Mobile Infantry Targets (MIT), Stationary Armored Target (SAT) and Stationary Infantry Target (SIT) heavy lifter target equipment, able to withstand thousands of rounds fired at during battlefield/infantry/convoy scenarios and weighing between 100-250 lbs. Measurement range between 90-125" width across X Greater than (>)4-10" thickness X 80-110" length/tall.
- e) **2'X2' Range Lane Marker**, weighing 6-12 Lbs., must be made of molded, long-lasting plastic material in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and gray colors. These are utilized for all Ranges requiring identification of individual lanes.
- f) **2'X4' Range Lane Marker** weighing 17-25 Lbs., made of molded, long-lasting plastic material in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray colors. These are utilized for all Ranges requiring identification of individual lanes.

- g) **4'X4' Range Lane Markers**, weighing 20-30 Lbs., must be made of molded, long-lasting plastic material in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray colors. These are utilized for all Ranges requiring identification of individual lanes for multiple participants to train from.
- h) **4'X8' Range Lane Markers**, weighing 35-60 Lbs., must be made of molded, long-lasting plastic material in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray colors.
- i) **Outer Limit Markers** measuring 95-100" X 3-5" X 85-100", weighing 50-65 Lbs. and pointing right and left. They are made of molded, durable plastic material in Orange and White and Red and White. Arrow-shaped graphics must be shaped larger to smaller from left to right. These are utilized for Ranges requiring identification of outside limits of the training area of Ranges for multiple participants to train from. Must easily attach to 2' X 4' and 4' X 4' lumber posts.
- j) **Coffin Cover** made of 100% high density polyethylene, extends the life of and protects the Lifter and Target Arm from the outside elements and measures 66" Length X 30" Wide X 21" High and weighs approximately 44 pounds.
- k) **Firing Barricade with 9 Holes** (consisting of different size square/rectangular shapes) available in colors Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray. This item stands 65-84" tall X 4-8" thick X 42-52" width/across, weighs about 35-50 Lbs. and is made of heavy duty, molded plastic materials with/without a base with leg holes that slip over 4"X4" lumber posts. It is shaped like the Military's stair-step barrier meeting military TC 25-8 Regulations.
- l) **Other Stands/Supports, Portable and/or stationery**, with various-shaped openings for multiple-position Firing Lines made of heavy duty, molded polyethelene plastic materials, available in multiple colors as available, weighing 3-12 Lbs. in heights from 6-12" tall. Provides firing stance positioning with light weight firing support instead of using heavy, awkward sandbags. Screws/nails to 2"X4" and 4"X4" lumber posts or on a base.
- m) **Stands/Supports, small and/or large with square/rectangle/circular openings for multiple-position firing** for rifle marksmanship per Military FM3.22-9 regulation and law enforcement training durable for heavy, outdoor use with specific measurements of 12-15" X 55-60" X 25-35" weighing 45-55 Lbs.=Small Line, and "14-20" X 59-65" X 80-90" weighing 50-60 Lbs.= Large firing line supports. Colors available in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray. Durable for all-weather seasons and easily screws/nails into 2"X4" to 4"X4" lumber posts and stand-alone base.
- n) **Inveris-Casewell E-Silhouette, US Military style targets** made of molded, heavy-duty, semi self-sealing plastic material in Olive drab green, Bright Orange, Yellow, Red, White, Black, Tan, Bright Blue, and Gray colors with **Inveris-Caswell Target Cut**, measuring in size 18-22" X 0.75-2" X 40" at approximately 4-8 lbs. Target materials must tolerate high heat temps due to US Military/law enforcement training and seasonal weather elements without melting, drooping, or warping. Please cut product to fit Inveris-Caswell Target Equipment for Camp Grayling and Fort Custer Installations.

- o) **SAAB E-Silhouette, US Military style targets** made of molded, heavy-duty, semi self-sealing plastic material in Olive drab green, Bright Orange, Yellow, Red, White, Black, Tan, Bright Blue, and Gray colors with **SAAB Target Cut**, measuring in size 18-22" X 0.75-2" X 38-42" at approximately 4-8 lbs. Target materials must tolerate high heat temps due to US Military/law enforcement training and seasonal weather elements without melting, drooping, cracking or warping. Cut product to fit SAAB Target Equipment.
- p) **Inveris-Caswell F-Silhouette, US Military style targets** made of molded, heavy-duty plastic material in Olive drab green, Bright Orange, Yellow, Red, White, Black, Tan, Bright Blue, and Gray colors with **Inveris-Caswell Target Cut**, available in sizes between 24-30" width from shoulder-to-shoulder X 20-26" length/tall and not weighing more than 1.5 to 4 lbs. Target materials must tolerate high heat temps due to US Military/law enforcement training and seasonal weather elements without melting, drooping, cracking or warping. Please cut product to fit Inveris-Caswell Target Equipment.
- q) **SAAB F-Silhouette, US Military style targets** made of molded, heavy-duty plastic material in Olive drab green, Bright Orange, Yellow, Red, White, Black, Tan, Bright Blue, and Gray colors with **SAAB Target Cut**, available in sizes between 24-30" width from shoulder-to-shoulder X 20-26" length/tall and not weighing more than 1.5 to 4 lbs. Target materials must tolerate high heat temps due to US Military/law enforcement training and seasonal weather elements without melting, drooping, cracking or warping. Cut product to fit SAAB Target Equipment.
- r) **Inveris-Caswell IVAN Targets in 3-Dimensional E-Type Silhouette** US Military style targets made of molded, heavy-duty, self-sealing plastic material in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray colors. 3-D E-Type Ivan Targets measure 20" X 8" X 40" at approximately 4.5 lbs. A non-glaring, highly visible target surface is necessary for US Military & law enforcement training. Product **MUST** fit style and leg hole(s) for **Inveris-Caswell** Target Equipment.
- s) **SAAB IVAN Targets in 3-Dimensional F-Type Silhouette** US Military style targets made of molded, heavy-duty, self-sealing plastic material in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray colors. 3-D F-Type Ivan Targets measure 20" X 8" X 21" and approximately 2 Lbs. A non-glaring, highly visible target surface is necessary. Product **MUST** fit style and leg hole(s) for SAAB Target Equipment.
- t) **2-D Ivan Slim Targets** that allows use **WITH thermal-heat signature** options available in in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue for all target packages. Dimensions are 20" X 1.25" X 40" weighing approximately 6 Lbs. This item is required in this specific size and **MUST** fit Inveris/Caswell or SAAB Target Equipment.
- u) **2-D Ivan Slim Targets** that allows use **WITHOUT thermal-heat signature** options available in in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, for all target packages. Dimensions are 20" X 1.25" X 40" weighing approximately 6 Lbs. This item is required in this specific size and **MUST** fit Inveris/Caswell or SAAB Target Equipment.

- v) **2-D Ivan Standard Targets** for use **WITH thermal-heat signature** Item made of molded, heavy-duty plastic material w/Dimensions of 20" X 6.5" X 40" weighing approximately 7 Lbs. MUST fit Inveris/Caswell or SAAB Target Equipment per exact requirements and measurements options available in in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray colors.
- w) **2-D Ivan Standard Targets** for use **WITHOUT thermal-heat signature 2-D Ivan Standard Targets** Item made of molded, heavy-duty plastic material w/Dimensions of 20" X 6.5" X 40" weighing approximately 7 Lbs. MUST fit Inveris/Caswell or SAAB Target Equipment options available in Olive drab green, Orange, Yellow, Red, White, Black, Tan, Blue, and Gray colors.
- x) **Full-size Ivan, plastic Target/ Military/DOD 3-D Tall IVAN Targets**, Molded to Military/DOD specs including DOD Target System Mounting Holes, green in color, semi self-sealing material, Size: 19" X 40". Actual NSN #6920-01-164-9625

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	
The Bidder may offer an alternate bid that varies from the specifications. An alternate bid must clearly describe all variances from the specifications and the proposal must include descriptive literature that contains complete specifications, if available. Describe here or attach separate sheets title Statement of Work-Alternative Specifications:	

1.2.1. Clamping Connections for Molded Targets

- a) **3-Dimensional Ivan, Mannequin Molded Target SAAB**
 - Center and drill 3/4" wide circular-shaped hole slot in middle of front of target approximately 1-inch up from bottom edge
 - Drill for SAAB targetry: 1 rectangular-shaped hole slot approximately 1/2" High X 1" long sideways (See Exhibit 1-Three-Dimensional Ivan) on each side of 3-D Ivan edges approximately 1-inch up from each side edge and at least 1-inch up from bottom edge of target, (2 holes total).
- b) **3-Dimensional Ivan, Mannequin Molded Target Inveris/Caswell**
 - Center and drill 3/4" wide circular-shaped hole slot in middle of front of target approximately 1-inch up from bottom edge
 - Drill 1 oblong-shaped hole approximately 1" High X 2 2/3 to 2 3/4" long sideways

(See Exhibit 1-Three-Dimensional Ivan) on each side of 3-D Ivan edges approximately 1-inch up from each side edge and at least 1-inch up from bottom edge of target, 3/4-inch up from bottom edge of target, (2 holes total).

c) E and F Type Silhouette Molded Slot Dimensions:

- Two horizontal slots and one circular hole are to be milled into bottom portion of silhouette.
- Horizontal slots are to be 2 1/2" in length, 3/4" in height, with rounded ends. Slots are to be centered in silhouette along bottom edge, with 9/16" space between bottom edge of slots and bottom edge of silhouette, and 11 1/2" of space between slots. Total distance from end to end of the two slots being 16 1/2".
- Circular hole is to be 3/4" in diameter and is placed inline and centered between slots.
- See Exhibit 2- E and F Type Silhouette Molded Slot Dimensions.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	
The Bidder may offer an alternate bid that varies from the specifications. An alternate bid must clearly describe all variances from the specifications and the proposal must include descriptive literature that contains complete specifications, if available. Describe here or attach separate sheets title Statement of Work-Alternative Specifications:	

1.3. Backerboard Items.

- a) **Corrugated plastic sheeting for short-term target backer board** use during military/ law enforcement training to attach heavy paper, card-board style targets via heavy- duty staples to 5 millimeters thick sheets X 48" X 60" (4'X5'); colors preferred: Green, Olive Drab Green, Red, Bright Orange, Yellow, Black and/or White.
- b) **Camp Grayling Heavy duty target backer board made of polyfoam, molded material** for tactical US Military training, M2 White, **45.5" X 48" X 3.5"W**, no holes for Camp Grayling. This item is more durable and lasts much longer than wood or thinner plastic target holders, frames and sheeting; must be able to withstand thousands of ammunition rounds before needing to be replaced.
- c) **Ft. Custer Heavy duty target backer board made of polyfoam, molded material** for tactical US Military training, M2 White, **48"X 65"X3.5"W**, no holes for Fort Custer. This item is more durable and lasts much longer than wood or thinner plastic target holders, frames and sheeting; must be able to withstand thousands of ammunition rounds before needing to be replaced.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	
The Bidder may offer an alternate bid that varies from the specifications. An alternate bid must clearly describe all variances from the specifications and the proposal must include descriptive literature that contains complete specifications, if available. Describe here or attach separate sheets title Statement of Work-Alternative Specifications:	

1.4 Misc Item

Jersey Barriers with Lights, size 72' X 24" X 42", weight approx. 90 lbs. and will stand alone and interlock for noting firing lines and range limits made of heavy duty, molded polyethylene plastic with additional battery-ran lights that turn off in daytime

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	
The Bidder may offer an alternate bid that varies from the specifications. An alternate bid must clearly describe all variances from the specifications and the proposal must include descriptive literature that contains complete specifications, if available. Describe here or attach separate sheets title Statement of Work-Alternative Specifications:	

1.5 Warranties

Describe any warranties included in the bid – add additional rows as needed. Explain the process for reporting warranty issues and how the Contractor will handle any repairs or replacements.

The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

Bidder must provide detailed information requested below:

Describe any warranties included in the bid (if none, write N/A):
Provide the length of the warranty:
Explain the process for reporting warranty issues:
Explain how any repairs or replacements are made, including timing, etc.:
If the warranty is provided through a third-party or manufacturer, the Contractor must confirm that the manufacturer’s warranty passes through to the State.

Provide the name, address, contact name, phone number and email address of the party responsible for the warranty:

1.6 Recall Requirements and Procedures

Describe any recall requirements and procedures.

Bidder must provide detailed information as requested in the above requirement(s). If none, enter N/A.

1.7 Quality Assurance Program

Explain your Quality Assurance Program(s).

Bidder must provide detailed information as requested in the above requirement(s):

1.8 Incentives

Explain any special incentives or services including, but not limited to, return policies, trade-in programs, quantity discounts, etc.

Bidder must provide detailed information as requested in the above requirement(s). If none, enter N/A.

1.9 Post-Contract Transition

Invoices must be sent within 45 days after expiration of contract. Any invoices received after 455 days will result in a non-payment of invoice.

I have reviewed the above requirement and agree with no exception.

I have reviewed the above requirement and have noted all exception(s) below.

List all exception(s):

Bidder must describe how they comply with the above requirement(s):

1.10 Funding Requirements

Contractor must sign the Federal Provisions Addendum and meet the standards within.

I have reviewed the above requirement and agree with no exception.

I have reviewed the above requirement and have noted all exception(s) below.

List all exception(s):

Bidder must describe how they comply with the above requirement(s):

2. Service Requirements

2.1. Timeframes

All Contract Activities must be delivered within the lead time stated on the quote, unless otherwise mutually agreed to between the Contractor and site Program Manager. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	

2.2. Delivery

Delivery will be expected within the agreed upon date between the hours of 8:00a.m. and 3:30 p.m. Monday-Friday (no holidays). Delivers to be made to either:

At Camp Grayling:

Camp Grayling JMTC-NADWC
 Range Control Attn: MAJ Andrew Bush, 1SG Matthew Boyd, and/or Lynn Carter
 1000 M-93, Howes Road Building
 545 Brigade Road
 Grayling, MI 49739

Delivery Contacts: andrew.l.bush.mil@army.mil ; matthew.m.boyd4.mil@army.mil ; lynn.m.carterregier.nfg@army.mil

At Fort Custer:

Fort Custer Range Control
 Fort Custer Range Control Attn: CPT Reed or SFC Jeffery Smith
 2501 26th Street
 Building 3650 Range Road
 Augusta, MI 49012

Delivery contacts: jeffery.l.smith120.mil@army.mil; and daniel.t.reed14mil@army.mil

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	

2.3. Technical Support and Repairs

When providing technical support, the Call Center must resolve the caller’s issue within 4 hours. minutes. If the caller’s issue cannot be resolved within 4 hours, on-site service must be scheduled. The on-site service must be performed within 48 hours of the time the issue was scheduled for service.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	

2.4. Reporting

The Contractor must submit to the Contract Administrator any recalls.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
The Contractor must explain any reporting that is included in its proposal and any additional reporting capabilities:	

2.5. Meetings

The State may request meetings as it deems appropriate.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

3. Staffing

3.1. Contractor Program Manager

The Contractor must appoint a Service Manager 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 Program Manager”).

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

3.2. Organizational Chart

The Bidder must provide an overall organizational chart that details staff members, by name and title, and subcontractors - either in this response box or identified here as an attachment to this RFP labelled as Statement of Work-Organizational Chart.

3.3. Customer Service Toll-Free Number

The Contractor must specify its phone number (preferably toll-free) for the State to contact the Contractor Program Manager who must be available for calls during the hours of 8 a.m. to 4:00 p.m. Identify customer service availability for this proposal by hours and days of the week.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
The Bidder must specify its toll-free number for the State to make contact with the Contractor Program Manager.	
Identify customer service availability for this proposal by hours and days of the week.	

3.4. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 a.m. to 4 p.m. Identify availability for this proposal by hours and days of the week.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	

3.5. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

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

3.6. Security

The Contractor will be subject the following security procedures:

Upon request, provide security staff Real ID or current military ID.

The Contractor must explain any additional security measures in place to ensure the security of State facilities.

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

The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	

4. Pricing

4.1. Price Term

Pricing is firm for a 365-day period (“Pricing Period”). The first pricing period begins on the Effective Date. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

4.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

5. Ordering

5.1. Authorizing Document

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

5.2. Order Verification

The Contractor must have internal controls approved by the Contract Administrator to verify abnormal orders and to ensure that only authorized individuals place orders.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	

6. Delivery

6.1. Delivery Programs

The Contractor must explain in detail its delivery programs (e.g., standard delivery and quick-ship), including any limitations such as quantity.

The Contractor must explain the transportation method (e.g., UPS, FedEx, Contractor fleet, or other third-party carrier) it intends on utilizing in delivery of the Contract Activities.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	

6.2. Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	

7. Acceptance

7.1. Acceptance, Inspection and Testing

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

DMVA site Program Manager (PM) will compare Delivery Order to packing slip to ensure accuracy. If inaccurate, PM will contact the Contractor within 48 hours of receipt of order. Contractor will work to resolve the error within 72 hours.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

7.2. Final Acceptance

DMVA site Program Manager will compare the Invoice to the Delivery Order. PM will approve the invoice to pay and submit approval to DMVA-Accounts Payable. If there are discrepancies PM will contact the contractor for resolution.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

8. Invoice and Payment

8.1. 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); (g) vendor-generated invoice number and (h) total price.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

8.2. Payment Methods

The State will make payment for Contract Activities via EFT.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must explain their process for accepting the PCard payment method. If an account needs to be created on your purchasing platform, please submit documentation that shows the steps for completing this process.	

9. Procedure

Contractor will email all invoices to DMVA-ACCOUNTSPAYABLE@MICHIGN.GOV

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
--------------------------	--

<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

10. Licensing Agreement

The Contractor must provide a copy of any applicable licensing agreement.

Bidder must provide a copy of any applicable licensing agreement either in this response box or identified here as an attachment to this RFP.

11. Additional Requirements

11.1. 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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s): <i>(Add rows as necessary.)</i>	
Item #:	Response:
Bidder must provide detailed information as required above – either in this response box or identified here as an attachment to this RFP.	

11.2. 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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
--------------------------	--

11.3. 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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
--------------------------	--

11.4. 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. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s): <i>(Add rows as necessary.)</i>	
Item #:	Response:

11.5. Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
--------------------------	--

OR

- a. The Contractor must disclose whether a product or its components contain intentionally added PFAS. If the product or its components contain intentionally added PFAS the Contractor must:
- b. provide an explanation with respect to the intentionally added PFAS contents, including the purpose for which PFAS are used in the product or its components, the types of PFAS used in the product or its components, and the amount of each PFAS used in the product or its components.
- c. indicate whether the product will be labeled or packaged with information about the intentionally added PFAS contents.
- d. identify any alternative products that do not contain intentionally added PFAS.
- e. provide any additional information that would further the Department’s implementation of [ED 2021-08](#).

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s): <i>(Add rows as necessary.)</i>	
Item #:	Response:
Bidder must provide detailed information as required above – either in this response box or identified here as an attachment to this RFP.	

12. Service-Level Agreements (SLAs)

- A. The Contractor 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.
- C. **Please Note:** Should bidders require clarification or have any questions with regard to the SLAs, they should submit them during the *Question and Answer Period* of this solicitation; please see the **Proposal Instructions** for the timeline.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	<p>All orders must be delivered within the lead time provided on the quote unless otherwise approved by the PM and in writing .</p> <p>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.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.</p>
Acceptable Standard	<p>All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.2.</p> <p>Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time.</p> <p>Items, brands, and quantities delivered will match the Order Confirmation exactly.</p> <p>Signed and dated packing slips will be provided to DMVA at the time of delivery.</p> <p>The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager.</p> <p>Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate.</p> <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<p>\$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year.</p> <p>\$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>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.</p>

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

13. ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), including its accessibility standard for websites, applications, content and documents. All Contract Activities created, provided, or made available by Contractor under this Contract in a digital format, including but not limited to, websites, applications, software, mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet) must comply with the accessibility standards provided in the Digital Accessibility Standards, located at <https://www.michigan.gov/standards>.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must acknowledge their agreement with this section and provide details for how they will meet the requirements:	

Enter company name here

SCHEDULE B - PRICING

Request For Proposal No. 260000001067

Targets, Target Pastors, Backerboards and Rifle Range Equipment for Camp Grayling NADWC and Ft. Custer Training Center

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the below spreadsheet. The pricing schedule should be submitted in a modifiable format (e.g. Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.
4. Quick payment terms: [redacted] % discount off invoice if paid within [redacted] days after receipt of invoice.
5. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

**Statement
 of Work
 Item**

Letter	Item Name *	Cost Per	Lead Time
a)	Truck Frontals, light-Skin/minimal armor		
b)	Truck Flanks, Side view, Light-Skin/minimal armor		
c)	Medium Armored Tank and/or BMP/BRDM Infantry Fighting Personnel Carrier-Style		
d)	Heavily Armored Tank: Full Scale, Frontal and Flank/Side View		
e)	2'X2' Range Lane Marke		
f)	2'X4' Range Lane Marker		
g)	4'X4' Range Lane Markers		

h)	4'X8' Range Lane Markers		
i)	Outer Limit Markers		
j)	Coffin Cover		
k)	Firing Barricade with 9 Holes		
l)	Other Stands/Supports, Portable and/or stationery, with various-shaped openings for multiple-position Firing Lines		
m)	Stands/Supports, small and/or large with square/rectangle/circular openings for multiple-position firing		
n)	Inveris-Casewell E-Silhouette		
o)	SAAB E-Silhouette,		
p)	Inveris-Caswell F-Silhouette		
q)	SAAB F-Silhouette		
r)	Inveris-Caswell IVAN Targets in 3-Dimensional E-Type Silhouette		
s)	SAAB IVAN Targets in 3-Dimensional F-Type Silhouette		
t)	2-D Ivan Slim Targets that allows use WITH thermal-heat signature		
u)	2-D Ivan Slim Targets that allows use WITHOUT thermal-heat signature		
v)	2-D Ivan Standard Targets for use WITH thermal-heat signature		
w)	2-D Ivan Standard Targets for use WITHOUT thermal-heat signature 2-D Ivan Standard Targets		

x)	Full-size Ivan, plastic Target/ Military/DOD 3-D Tall IVAN Targets		
	*Full details, descriptions and specifications are on Statement of Work-Section 1		