



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **5**  
 to  
 Contract Number **190000001411**

<b>CONTRACTOR</b>	BUFORD SATELLITE SYSTEMS
	16255 CR 178
	Tyler, TX 75711
	Sandy Barnett
	866-480-1844
	sandy@bufordmedia.com
	CV0000559

<b>STATE</b>	<b>Program Manager</b>	Bernard Scott	MDOC
		517-241-8414	
		scottb4@michigan.gov	
	<b>Contract Administrator</b>	Jarrod Barron	DTMB
		(517) 249-0406	
		barronj1@michigan.gov	

**CONTRACT SUMMARY**

**PRISONER LOCAL/CABLE/SATELLITE TELEVISION SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2019	September 30, 2024	5 - 1 Year	September 30, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,979,134.00	\$0.00	\$8,979,134.00		

**DESCRIPTION**

Effective October 1, 2021, this Contract is amended to remove section 6. Performance Guarantee in the standard contract terms.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

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**CONTRACT CHANGE NOTICE**

Change Notice Number **4**  
 to  
 Contract Number **190000001411**

<b>CONTRACTOR</b>	BUFORD SATELLITE SYSTEMS
	16255 CR 178
	Tyler, TX 75711
	Sandy Barnett
	866-480-1844
	sandy@bufordmedia.com
	CV0000559

<b>STATE</b>	<b>Program Manager</b>	Bernard Scott	MDOC
		517-241-8414	
		scottb4@michigan.gov	
	<b>Contract Administrator</b>	Sean Regan	DTMB
		(517) 243-8459	
		regans@michigan.gov	

**CONTRACT SUMMARY**

**PRISONER LOCAL/CABLE/SATELLITE TELEVISION SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2019	September 30, 2024	0 - 1 Year	September 30, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2024

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$8,979,134.00	\$0.00	\$8,979,134.00

**DESCRIPTION**

Effective March 1, 2021, the Michigan Department of Corrections is switching from channel Univision to Telemundo. Buford will make all channel changes by April 30, 2021.

Contract contacts are also being updated with the following information on Page 11, Section 2.3 & Page 15, Section 3.2:

Bob Green, Engineer – first line of response – no more than 5 working days bob@bufordmedia.com. Replaces Jack McCoy.

Tanisha Shuaib, Technical Operations CSR tanisha@bufordmedia.com. Replaces Terri Starks.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.



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**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **190000001411**

<b>CONTRACTOR</b>	BUFORD SATELLITE SYSTEMS
	16255 CR 178
	Tyler, TX 75711
	Sandy Barnett
	866-480-1844
	sandy@bufordmedia.com
	CV0000559

<b>STATE</b>	<b>Program Manager</b>	Bernard Scott	MDOC
		517-241-8414	
		scottb4@michigan.gov	
	<b>Contract Administrator</b>	Christopher Martin	DTMB
		(517) 643-2833	
		martinc20@michigan.gov	

**CONTRACT SUMMARY**

PRISONER LOCAL/CABLE/SATELLITE TELEVISION SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2019	September 30, 2024	5 - 1 Year	September 30, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,979,134.00	\$0.00	\$8,979,134.00		

**DESCRIPTION**

Effective 1/27/2020, the following amendment is incorporated into this Contract. The following language replaces the language of Schedule A - Statement of Work, Section 8(A)(1)(e):

- Implementation has been segmented into two phases: Phase One is implementation of the channels originally contracted for, plus Fox News. Phase One is to be completed 2/14/2020.
- Phase Two is the implementation of the Premium Tier 1 Channel Lineup added after the contract (which consists of EWTN, TWTN Spanish, Hillson, ENLACE, and 3ABN) with a project completion date of 3/31/2020.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL



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**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
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**CONTRACT CHANGE NOTICE**

Change Notice Number 2  
 to  
 Contract Number 190000001411

<b>CONTRACTOR</b>	BUFORD SATELLITE SYSTEMS
	16255 CR 178
	Tyler, TX 75711
	Sandy Barnett
	866-480-1844
	sandy@bufordmedia.com
CV0000559	

<b>STATE</b>	<b>Program Manager</b>	Bernard Scott	MDOC
		517-241-8414	
		scottb4@michigan.gov	
	<b>Contract Administrator</b>	Christopher Martin	DTMB
		(517) 643-2833	
		martinc20@michigan.gov	

**CONTRACT SUMMARY**

**PRISONER LOCAL/CABLE/SATELLITE TELEVISION SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2019	September 30, 2024	5 - 1 Year	September 30, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2024

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$8,779,134.00	\$200,000.00	\$8,979,134.00

**DESCRIPTION**

Effective 12/18/2019, the following five religious channels are added to the Premium Tier 1 Channel Lineup: EWTN, EWTN Spanish, Hillsong, ENLACE, and 3ABN. The cost of this change increases the price by \$.0825 per drop per month. At approximately 40,000 drops x 12 months x 5 years x \$.0825 per drop - the estimate value of this increase is \$200,000.00 for the base years of this Contract.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.



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**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
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 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
 to  
 Contract Number 190000001411

<b>CONTRACTOR</b>	BUFORD SATELLITE SYSTEMS
	16255 CR 178
	Tyler, TX 75711
	Sandy Barnett
	866-480-1844
	sandy@bufordmedia.com
CV0000559	

<b>STATE</b>	<b>Program Manager</b>	Bernard Scott	MDOC
		517-241-8414	
		scottb4@michigan.gov	
	<b>Contract Administrator</b>	Christopher Martin	DTMB
		(517) 643-2833	
		martinc20@michigan.gov	

**CONTRACT SUMMARY**

**PRISONER LOCAL/CABLE/SATELLITE TELEVISION SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2019	September 30, 2024	5 - 1 Year	September 30, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

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**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,930,297.20	\$848,836.80	\$8,779,134.00		

**DESCRIPTION**

Effective 11/19/2019, the following amendment is incorporated into this Contract: The addition of Fox News Channel to the Premium Tier 1 Channel Lineup. The cost of this change increases the price per drop from \$3.43 to \$3.79 per month. At approximately 39,298 drops x 12 months x 5 years x net increase of \$.36 per drop - the estimated value of this increase is \$848,836.80 for the base years of this contract.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 11/19/2019.



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. Allegan St.  
 PO Box 30026  
 Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **190000001411**  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	Buford Satellite Systems, LP
	16255 CR 178
	Tyler, TX 75711
	Sandy Barnett
	866-480-1844
	sandy@bufordmedia.com
	CV0000559

<b>STATE</b>	Program Manager	Bernard Scott	MDOC
		517-241-8414	
		scottb4@michigan.gov	
<b>STATE</b>	Contract Administrator	Christopher Martin	DTMB
		517-643-2833	
		martinc20@michigan.gov	

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Prisoner Local/Cable/Satellite Television Services</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/2019	9/30/2024	5 1-year	9/30/2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$7,930,297.20</b>

**FOR THE CONTRACTOR:**

          **Buford Satellite Systems, LP**            
Company Name

\_\_\_\_\_  
Authorized Agent Signature

          **Sandy Barnett**            
Authorized Agent (Print or Type)

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

          **Simon Baldwin – IT Category Mgr**            
Name & Title

          **DTMB – Central Procurement**            
Agency

\_\_\_\_\_  
Date



# STATE OF MICHIGAN

Master Agreement No. 190000001411  
Prisoner Local/Cable/Satellite Television Services

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

### BACKGROUND

The Michigan Department of Corrections (MDOC), previously standardized the cable/satellite/local television programming for MDOC prisoners and facilities throughout the State in the previous competitively bid contract. This allowed MDOC to ensure that all program availability and costs were equal to all Prisoners and facilities regardless of location. All television programming provided to MDOC facilities and Prisoners is paid for by the Prisoners through a pre-established Prisoner Benefit Fund, so providing the most channels at a low rate is the utmost concern for MDOC.

Currently, MDOC operates 28 correctional facilities housing more than 38,000 Prisoners throughout the State including the Upper Peninsula. MDOC is interested in providing cost-effective television programming to all facilities and Prisoners throughout the State of Michigan.

### SCOPE

The Contractor will provide components necessary to provide standard television programming throughout the State for all MDOC facilities. The Contractor will provide repair services within 24 hours of notification to each MDOC facility regardless of location. The equipment will allow MDOC to temporarily block a channel to restrict viewing of a specific program. The Contractor will provide channels for facility, Department, or educational specific programming including text. The Contractor will convert their signal to allow analog televisions to continue to receive programming.

### REQUIREMENTS

#### 1. General Requirements

##### 1.1. Work and Deliverable

The Contractor must provide the Deliverables, services, staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- A. The Contractor must provide components necessary to provide standard television programming throughout the State for all MDOC facilities including local channels to each facility (ABC, CBS, NBC, FOX, and PBS where/when applicable).
  1. Due to the location of facilities, if a subcontractor is utilized to provide local channels, the Contractor will be responsible for those agreements and payments to those subcontractors. MDOC will only make payment to the Contractor. For those sites that currently use DirecTV technology for local channels, Contractor must monitor and replace equipment during the contract term to ensure proper operation of local service.

Contractor must install new receiver equipment and remove all head-end equipment no longer needed, as dictated by the channel tier selected. Contractor will install new state-of-the-art Televés Stereo Modulators, new rack fans, rewire and relabel each headend. (In August 2018, the Parnall headend was upgraded to the Televés modulators.)

Contractor has identified four (4) locations where Off-air Antennas (OTA) must be replaced. Contractor will replace OTA's at Chippewa, Lakeland, Muskegon and Huron Valley during the transition into this contract. Contractor is required to replace the local channel demodulators at all other sites that utilize OTA to receive local channels during transition into this contract.

Contractor must provide all the equipment necessary for cable/satellite television service described in this Contract. Contractor will maintain and/or replace the equipment as necessary for the continuous operation of the selected channel lineup during the contract term.

The monthly rate for each facility includes programming and service calls for issues related to failures of Contractor owned equipment.

- B. If an internet connection is required during the life of the contract, the solution must not use the State's network and MDOC must approve of any changes requiring an internet connection.
- C. The Contractor is required to install equipment/functionality to allow MDOC to temporarily block a channel to restrict viewing of a specific program at each headend location or facility if shared headend. This equipment will be clearly labeled (ON / OFF) allowing any MDOC Personnel the ability to temporarily block channels.
  - 1. Contractor must provide written, step-by-step instructions that demonstrate how to temporarily block channels for distribution at all MDOC locations.
- D. The Contractor must convert programming signals to allow analog televisions to continue to be used by MDOC Prisoners or provide another solution for non-digital televisions still in use.
- E. The Contractor must provide three (3) channels to allow MDOC facility specific programming. The additional channels would be used by MDOC to include but not limited to:
  - 1. Facility or department information,
  - 2. Educational content for Prisoners (specifically a dedicated channel for Women's Huron Valley Correctional Facility), and
  - 3. Text.
- F. Contractor provided channels for MDOC facility specific programming must be modulated to accept VCR, DVD, computer, character generator, or third-party streaming equipment that MDOC will utilize to push content for dedicated facility channels during the contract term.
- G. The Contractor must provide and maintain all equipment needed to each location designated as "headend." The "headend" includes all signal receiving equipment, processing equipment, signal combining equipment, and distribution equipment, including amplifiers.
  - 1. The Contractor is responsible for maintaining and will own all equipment provided for the headend of each facility.
  - 2. The State will own all fiber, wiring, and installation materials used in the headend of each facility at the termination of the contract.
  - 3. Where facilities share a headend, the Contractor must maintain the fiber or wiring that is used to carry the signal to the demarcation points of the shared facilities. At the end of the contract period, the State retains ownership of all fiber/wiring.
  - 4. The Contractor is responsible for maintaining the entire television distribution system including any fiber/wiring and installation materials up to the demarcation points (Post Headend) within facilities for the duration of the contract.
  - 5. The MDOC will maintain and own all equipment/wiring in facilities beyond the facility demarcation points.
  - 6. The Contractor must provide data sheets (also known as cut sheets) for every technical component utilized across all MDOC facilities.
  - 7. The Contractor must provide the MDOC Contract Manager a system diagram that demonstrates how the television system works from end-to-end. The diagrams must indicate what MDOC facilities it represents and if any facilities have a unique end-to-end setup, and a separate system diagram must be provided with the facility identified. Contractor is responsible for updating any provided drawings if any changes are made during the life of the contract.
  - 8. A 3-ring binder should be provided to each facility that includes the system diagram, troubleshooting guide, signal strength testing locations, and signal strengths recorded

at time of installation. Each facility should have its own 3-ring binder kept in that facilities head-end room.

- H. Contractor must provide technicians during the 90-day transition/implementation period that can evaluate current systems in place (including system elements extending beyond the demarcation points within facilities) and make recommendations to ensure all areas of the MDOC facility receive quality signal. Contractor findings and recommendations must be provided as a written report for the MDOC Program Manager and Physical Plant Administrator to approve.
- I. The Contractor agrees to provide all wire or cable and ensure that it is enclosed in appropriate conduits or chase ways according to individual prison security needs (per specifications provided during the bidding process). Contractor must provide necessary cooling for equipment not located in air-conditioned spaces. Contractor is responsible for moving or re-wiring as necessary.
- J. The Contractor must provide all related components (to be enclosed or located to provide proper security) according to the prison's security needs. These devices include, but are not limited to:
  - 1. Amplifiers,
  - 2. Taps, and/or
  - 3. Splitters.

MDOC is responsible for its own inmate television distribution system. However, during the evaluation of each facility, Contractor will review these components and make recommendations to the MDOC for any enclosures that may be needed. Contractor will provide all the materials on a pass-through basis (at cost plus freight) to the MDOC.

Contractor identified the following items required for upgrading installations: Earth Station antennas C-Band Cable Industry Standard– New installations will be multi-beam antennas. Existing antennas installed vary by site.

LNB - Model may vary on current equipment  
OTA - Off-air Television Antenna(s)  
OTA Pre-Amplifiers  
Ku-Band DirecTV Network Dish  
Headend Launch amplifiers  
New Earth station cables – RG11  
Headend Cabling- RG59 and RG6.  
Connectors –RG6, RG59, RG11 as dictated by cable type.  
Headend Modulators  
Headend Combiners  
Headend Receivers- vary by channel as dictated by programmer specifications.  
Equipment Racks (with screws)  
OTA Micro Demodulators  
Power Plug Strips  
Micro-Modulator Ventilated Chassis  
UPS Units

- K. The Contractor is responsible for any facility equipment or structural components that are damaged or destroyed during installations, maintenance, or repairs. The Contractor is responsible to repair or replace the equipment or structural components regardless if it is related to the television system installation. If the MDOC is required to make repairs to equipment or structural components due to damage caused by the Contractor during installation, maintenance, or repairs, the Contractor will be responsible to reimburse the MDOC for labor and materials needed to perform repairs or replacement. If the facility equipment or structural components that are damaged creates a security risk, the Contractor must provide

the MDOC Program Manager with a plan of action for repair within 2 hours of identifying that damage occurred. If the damage does not create a security risk, the Contractor must provide the MDOC Program Manager with a plan of action for repair within two (2) business days of identifying that damage occurred. In either instance, the MDOC will notify the Contractor that the plan is approved or identify what is unacceptable with the plan of action for repair. The Contractor may be required to participate in meetings with various MDOC staff and other Contractors to determine an appropriate plan of action for repair. If the damage results in a security threat, the Contractor is liable for costs incurred by the MDOC to ensure that the facility remains secure until repairs are completed.

- L. At the end of the contract, the MDOC may require the Contractor to remove any existing headend equipment or satellite installment at no additional cost to the MDOC. MDOC will provide Contractor with 60-day notice of termination.

## **1.2. Warranties**

Outside of the headend (owned by Contractor and maintained as part of this contract), the Contractor warrants any equipment sold to MDOC for six (6) months. The Contractor will handle any repairs or replacements during warranty period.

## **1.3. Recall Requirements and Procedures**

Network programming affiliates require equipment upgrades from time to time. Contractor must absorb the labor costs for these programmer-required equipment upgrades as part of doing business.

## **1.4. Quality Assurance Program**

Contractor takes a baseline level for each channel during installation and all maintenance visits. These levels are logged and referred back to at each service call for specific channels. Adjustments are made as necessary. A visual confirmation of the head end system/equipment is performed on each visit.

A quality signal is defined as the same signal reading as documented and logged at installation.

A low-quality signal or an issue with the Contractor's signal will be evident when signal reading deviates by 3dB (+/-) as logged upon installation

If a site's signal strength is below the benchmark recorded at installation, MDOC will contact Contractor and identify the issue. Contractor Technical Team will troubleshoot to determine if the issue is headend or distribution related and proceed accordingly.

- A. The Contractor will ensure that the signal strength at each facility is strong enough at each demarcation point to reach every television drop location in order to ensure quality signals.
- B. Upon Installation, the Contractor must test and record the signal strength at the headend equipment to give MDOC a benchmark for signal strength. The Contractor must indicate by a visible marker where the signal test took place and provide MDOC with the recorded signal strength results.
- C. Upon installation, the Contractor is responsible for testing, documenting, and reporting the signal strength at the input of the distribution amplifier at each facility building. The Contractor must indicate by visible marker where the signal test took place.
- D. If MDOC or the Contractor complete a project to improve infrastructure or other construction project that causes downtime of the television system, the Contractor is responsible for re-testing all previous signal strength test locations at no cost to the MDOC.

## **2. Service Levels**

### **2.1. Time Frames**

All Contract Activities must be delivered within 90 business days from receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

### **2.2. Installation**

Installation must be completed within 90 calendar days upon date of contract award/order. Installation will be considered complete when all MDOC facilities are connected and User Acceptance Testing (UAT) is complete.

### 2.3. Technical Support and Repairs

The Contractor must provide technical support and repairs to all MDOC facilities. The Contractor must provide phone and email contacts for MDOC to report issues with the system or channels when issues arise.

Process for Establishing the existence of a problem:

The staff at each MI DOC facility (Facility) will first need to verify the issue in the following manner:

- Tune television/monitor in Head-end (HE) to channel reported as problem and visually confirm issue.
- Once issue has been viewed and verified, Facility Staff should report the issue to Buford Satellite Systems, LP (Contractor) personnel by calling the following toll-free helpline and/or emailing the following Contractor staff members as outlined below.

A. The Contractor's Toll-free Customer Service Support phone number is (866) 480-1844  
Jack McCoy, Technical Engineer - first line of response – no more than 5 working days.

Genelle Roselli, Operations Manager - first line of response – no more than 5 working days.

Sandy Barnett, General Manager - secondary line of response – Will handle anything over 5 working days. (Cell phone (903) 245-1549)

Terri Starks, CSR

For email reporting, report issues to include the entire technical team. This makes all team members aware of any reported issues.

The email distribution list:

Jack McCoy Jack@bufordmedia.com  
Genelle Roselli Genelle@bufordmedia.com

With a CC to:

Sandy Barnett sandy@bufordmedia.com  
Terri Starks terri@bufordmedia.com

Contact info for persons responsible for resolving issues after normal business hours (e.g. – evening, weekends, holiday, etc.) and on an emergency basis. (ALL TIMES CST).

7:30 a.m. – 5 p.m. Monday through Friday  
Contractor staff is available to take calls with Facility staff in front of Contractor equipment to help troubleshoot/diagnose issue.

VOICEMAILS

Monday through Friday - After 5 p.m. through 9 p.m.  
-Will be returned the same day/evening

Monday through Thursday – After 9 p.m.  
-Will be returned next morning between 7:30 – 8:30 a.m.

Friday night 9 p.m. – 7:30 a.m. Monday  
-Calls between 9 p.m. – 7 a.m. Fri/Sat will be returned by noon Saturday  
-Calls between 9 p.m. – 7 a.m. Sat/Sun will be returned by noon Sunday

Vocemails left after 9 p.m. Sunday night  
-Will be returned Monday morning between 7:30 – 8:30 a.m.

Facility will leave a detailed message to include the following:

- Name of the facility.
- Name of person reporting the issue (rank and/or department) with call back number and extension.
- Name of backup person (or next shift) with call back number and extension if different.
- Brief description of issue(s).
- Voicemails left are immediately routed to all Contractor personnel email/cell phone. It is important detailed messages are left on Contractor voicemail.

- B. The Contractor must notify MDOC that they received a complaint and maintain a mean time for response within 60 minutes of MDOC notifying the Contractor through their preferred method.
1. The Contractor must provide a confirmation of receipt of the complaint to the facility that issued the complaint and the MDOC Program Manager within an hour of receiving the complaint.
  2. The confirmation of receipt must be completed via email. In all instances, an email confirmation must be made to the MDOC Program Manager or designee.
  3. The confirmation must include a description of the issue, the priority level assigned, and the Timeframe of Expected Resolution.
- C. The Contractor must provide each MDOC facility with a user guide that includes common issues and malfunctions, with step by step troubleshooting practices to be attempted by MDOC staff if available/applicable.

Most common causes for disruption of service for cable/satellite television service:

- Weather related issues such as snow on the satellite dishes or ‘rain fade’ signal interruption on smaller dishes.
- Mechanical failures of programming receiver equipment.
- Extreme temperature in the equipment room where Contractor equipment is located – e.g. room temperature exceeds 76° F.
- Tampering of Contractor equipment (inadvertently or intentionally) – e.g. mowers hitting dish(es), roofing crew working on-site, etc.
- Failure of facility-owned distribution system (this is not a Contractor covered failure however we will work with facility to help restore service).

Many of these issues can be resolved over the phone with simple troubleshooting or with installation of plug-and-play equipment provided by Contractor and installed by Facility staff. Equipment is typically available from Contractor’s warehouse for same-day shipping or can be ordered and vendor shipped within 24-hours.

- D. If the MDOC’s issue cannot be resolved through troubleshooting, on-site service will be scheduled based on the SLA priority levels (also identified in **Schedule C**):

Priority Level	Definition of Priority	Priority Level Event Examples	Timeframe of Expected Resolution (TER).
1	Priority Level 1 items are major Service Events that globally or severely impact the ability of	<ul style="list-style-type: none"> <li>• MDOC-wide television service failure.</li> <li>• Facility-wide television service failure</li> </ul>	Following the identification of a Priority Level 1 Event, Contractor must complete a resolution repair solution

Priority Level	Definition of Priority	Priority Level Event Examples	Timeframe of Expected Resolution (TER).
	prisoners to utilize television services provided.	<ul style="list-style-type: none"> <li>at single facility.</li> <li>Television service failure at one or more housing unit(s) across several facilities.</li> </ul>	within 24 hours of initial identification.
2	Priority Level 2 items are Service Events impacting entire housing unit(s).	<ul style="list-style-type: none"> <li>Television service system failure throughout one or more housing unit(s) at one facility.</li> </ul>	Following the identification of a Priority Level 2 Event, Contractor must complete a resolution repair solution within 24 hours of initial identification.
3	Priority Level 3 items are Service Events classified as basic service requests for minor, non-critical issues.	<ul style="list-style-type: none"> <li>A channel is out or not working.</li> </ul>	Following the identification of a Priority Level 3 Event, Contractor must complete a resolution repair solution within 48 hours (excluding weekends) of initial identification.

- E. TER will be measured from the time the Contractor is notified by MDOC Staff of a Priority Level Event, Contractor logs a failed self-diagnostic test, or contractor is notified via third party. Whichever occurs first constitutes initial identification. When the Contractor has resolved and documented the reported or logged issue and full functionality resumes, the Priority Level Event will be considered resolved. The MDOC will review the Data sources listed in the Service Level Agreement to determine the Priority Level of the Event, as well as the MSRT.

Regardless of Priority Level Distribution (Housing Units) beyond demarcation points are MDOC responsibility. Contractor will begin working on identification and resolution of any such issues as soon as notified to assist MDOC.

Contractor will respond for headend and/or specific channel outages as soon as notified.

- F. For all Priority Level Events, the Contractor must assist MDOC Staff with any troubleshooting processes in order to remedy the issue as quickly as possible.
- G. In instances where a major television event is occurring and a facility or the MDOC is unable to get a clear television signal for the channel the event is televised on, the Contractor must make every reasonable effort to remedy the issue within 60 minutes, as such issues can lead to a facility security threat.
- H. Contractors are responsible to engage third-party providers on the MDOC's behalf should quality and/or technical issues arise.
- I. Contractor and subcontractor technicians working in MDOC facilities on repairs and scheduled maintenance must keep notes and documentation on what services are being completed, if there are issues, or other information as needed. This will be referred to as "contractor case notes," and should be made available to MDOC upon request.
- J. Disruptions by programming affiliates occur infrequently and are short in duration. However, Contractor must provide MDOC notice of any known disruptions as far in advance as possible.

- K. Contractor must document service issues as they occur. Monthly reports detailing service issues and resolution from the prior month are to be provided to the MDOC Designated Program Manager by the 5th of each month.
- L. Contractor must begin the troubleshooting process on all service issues as soon as notified via telephone (866-480-1844) or email. During the term of the contract Contractor technical staff will diagnose and troubleshoot with Facility designated personnel prior to a technician being dispatched. Many common service issues can be resolved quickly with simple troubleshooting techniques by designated facility personnel while in front of the equipment in the Head-end. If after troubleshooting, Contractor determines a resolution cannot be reached; Contractor will dispatch a technician to the facility. Contractor must troubleshoot service issues and dispatch of technicians for Contractor equipment failures at no charge to MDOC.

Contractor has three (3) sub-contracting companies strategically located in Marquette, Bay City and Lambertville. Having technicians in the Upper Peninsula, Middle and Southern regions of the state allows for shortened response times.

Contractor maintains a full inventory warehouse. Equipment is typically available for same-day shipping or can be ordered and vendor shipped. Severe weather or national emergencies might prevent or delay travel. In those instances, Contractor will get a technician to the site as quickly as safety permits.

- M. Contractor is notified via email about any planned or emergent outages. Contractor will forward these to the MDOC Program Manager and any other MDOC designees to be notified.
- N. When reporting a service issue to Contractor - the following information is needed:
  1. Nature of the issue with detail (examples: channel 23 BET is off or channel 23 BET has a black screen)
  2. Date and time issues occurred and note if still occurring
  3. MDOC should visually/physically verify the issue
  4. Is it occurring at the Contractor Headend or somewhere else? Both?
  5. What lights are lit on the front panel of the affected channels' receiver?
  6. Description of what is showing in the LED Display panel of the affected channels' receiver?
  7. Description of what is seen on the Contractor CATV Monitor for the affected channel?

It is preferred MDOC personnel should go to the equipment headend and view the issue on the CATV monitor. The questions above are easily answered from the head end location. If problem exists on the CATV monitor, MDOC should call Contractor (866-480-1844) while in front of the headend equipment to troubleshoot. Contractor will assist MDOC by troubleshooting service issues and dispatch of technicians for Contractor equipment failures at no charge to MDOC.

#### **2.4. Maintenance**

On-site maintenance must be performed according the recommended manufacturer maintenance schedule.

- A. Contractor must provide MDOC's Program Manager with any planned updates/upgrades or regularly scheduled maintenance at least 30 calendar days in advance.
  1. If the Contractor expects interruptions in services during schedule maintenance, the contractor must include this information in their notification to the MDOC Program Manager.
  2. Interruptions in Service must be kept to a minimum as this could result in security risks to the affected facilities.

#### **2.5. Training**

The Contractor must provide, at a minimum, the following training:

- Basic troubleshooting procedures that facilities should perform before calling for technical support.
- The Contactor must provide literature on troubleshooting practices and any simple directions on system use and features.
- Contractor will train MDOC designated personnel during initial installation.
- Contractor adding descriptive troubleshooting "how-to" videos to contractor website.



- Contractor Technical Team will also send out technical newsletters with training, tips and other relevant information during the contract term.

## **2.6. Reporting**

The Contractor must submit to the Program Manager, the following modifiable and in Excel format reports:

- Monthly Issues Report due on the 5<sup>th</sup> of the following month.
- Any other report as requested by the Program Manager or Contract Monitoring Unity.

Contractor must email the MDOC Program Manager 30 days in advance of effective date for all other changes. All changes must be approved by the MDOC Program Manager and acknowledged through a formal Change Notice.

## **2.7. Meetings**

The Contractor must attend the following meetings:

- Kick-off meeting within 30 calendar days of the Contract effective date.
- The State may request other meetings as it deems appropriate.

## **3. Staffing**

### **3.1. Contractor Representative**

The Contractor must appoint One (1) Contract manager, specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

Sandy Barnett – General Manger  
 16255 CR 178  
 Tyler, TX 75703  
 (866) 480-1844  
 Sandy@bufordmedia.com

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

### **3.2. Organizational Chart**

Provide an overall organizational chart that details staff members, by name and title, and subcontractors, and update upon request.

Buford Satellite Personnel assigned to this project include:

Sandy Barnett - General Manager  
 Jack McCoy - Technical Services Engineer  
 Genelle Roselli - Operations Manager  
 Terri Starks - Customer Support Associate

Annual maintenance will be conducted by the Contractor's In-house Technical Engineering staff.

Contractor must email the MDOC Program Manager within 10 days of any Contractor/Sub-Contractor staff changes.

### **3.3. Disclosure of Subcontractors**

Contractor intends to utilize subcontractors.

Subcontractors which may be assigned during the initial installation are:

Mike Cervi – Principal/Technician  
 North Towne Electronics  
 7845 Secor Road  
 Lambertville MI 48144  
 (866) 480-1844  
 Installation of cable/satellite systems. Service calls to cable/satellite systems. Upgrades as required.  
 Independent sub-contractor  
 Current working relationship for installation and service  
 Installation of cable/satellite systems. Service calls to cable/satellite systems. Upgrades as required

Jim Batch – Principal/Technician

Colton Lucynski - Technician

CAT-V Engineering

608 S. Columbian Street

Bay City, MI 48706

(866) 480-1844

Installation of cable/satellite systems. Service calls to cable/satellite systems. Upgrades as required

Independent sub-contractor

Current working relationship for installation and service

Installation of cable/satellite systems. Service calls to cable/satellite systems. Upgrades as required

Marco Campbell – Principal/Technician

Marco Communications Consulting, LLC

104 Riverdale Road

Marquette, MI 49855

(866) 480-1844

Installation of cable/satellite systems. Service calls to cable/satellite systems. Upgrades as required

Independent sub-contractor

Current working relationship for installation and service

Installation of cable/satellite systems. Service calls to cable/satellite systems. Upgrades as required.

Ruben Morfin – Principal/Technician

Volttex.

41187 N. Stenson

Queen Creek, AZ 85140

(866) 480-1844

Special projects as needed. Installation of cable/satellite systems. Service calls to cable/satellite systems.

Upgrades as required.

Independent sub-contractor

Current working relationship for installation and service.

Installation of cable/satellite systems. Service calls to cable/satellite systems. Upgrades as required.

During the contract term, Contractor will utilize as needed for service calls:

North Towne Electronics,

Cat-V Engineering

Marco Communications Consulting, LLC

Contractor will utilize all sub-contractors listed to work in tandem installing the selected new channel tier at each location:

### **3.4. Security**

The Contractor, its staff, and subcontractors will be subject to the following security procedures:

- A. No active warrants or pending charges on any staff assigned to this contract.
- B. May not be under Federal, State or local jurisdiction as a prisoner. Must be off of Federal, State or local jurisdiction for five years from the date of discharge. Felony ex-prisoners will not be considered as contracted staff until they have been discharged from all sentences, including parole and probation, and are approved by the Deputy Director of the Correctional Facilities Administration (CFA). MDOC reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances.
- C. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
- D. Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 U.S.C. 1997;

- E. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.
- F. Has not been civilly or administratively adjudicated to have engaged in the activity described above.
- G. The MDOC may investigate the Contractor's and subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
- H. All delivery drivers, Contractor's and subcontractor's staff and technicians that are entering an MDOC facility must be LEIN cleared by MDOC at least 72 hours prior to facility entry. The Contractor's personnel must be LEIN cleared and received written approval from the MDOC's Contract Manager initially and annually by MDOC prior to any work with MDOC prisoners. The Contractor must get any and all staff/technicians that potentially could go into a secure facility during the life of the contract pre-cleared through LEIN before a need is recognized. Should an emergency arise, MDOC may be able to LEIN clear individuals less than 72 hours if approved by the Contract Manager.
- I. The Contractor and subcontractor personnel must request LEIN clearance in writing. The completed LEIN Information Form must be sent to and approved by MDOC prior to Contractor's personnel working with MDOC prisoners and annually following approval. There is no cost associated with the LEIN. The LEIN form and email address will be provided to the Contract awardee(s).
- J. The Contractor must document if a Contractor's or subcontractor's personnel assigned to the Contract is related to or acquainted with a prisoner incarcerated and under the jurisdiction of the MDOC. For Contractor's personnel who are related to or acquainted with a prisoner, the Contractor's staff member must complete the Prisoner Contact Exception Request (CAJ-202) and submit it to the MDOC Program Manager or designee. The Contractor must ensure its personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term.
- K. The Contractor's and subcontractor's personnel will be required to enter State facilities. The State may require the Contractor's and subcontractor's personnel to wear State issued identification badges.
- L. All vehicles entering a correctional facility must be inspected before entry of the secure perimeter.
- M. The Contractor's and subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
- N. The Contractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. Furthermore, Contractor personnel must agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to prospective Contractor personnel before the Contractor presents the individual to the State as a proposed resource. Contractor personnel must comply with all physical security procedures in place within the facilities where they are working.

- O. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities. Smoking is prohibited.
- P. Security is the facility's first priority and the Contractor and Contractor Personnel must be responsive and respectful of these needs.
- Q. The Contractor, Contractor's, and subcontractor's personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
- R. The Contractor's and subcontractor's personnel must follow the facility entry, exit, manifest process, to include the following: The Contractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor personnel's training certificates in the appropriate file for auditing purposes.
  - 1. The Contractor personnel must follow all MDOC rules, procedures and security processes at all times.
  - 2. The Contractor must ensure that all Contractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor personnel develop positive and cooperative relationships with MDOC facility staff.
- S. The Contractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
  - 1. The Contractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
  - 2. The Contractor personnel must defer to MDOC correctional facility staff for directions. The Contractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.
- T. The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor will comply with all MDOC regulations. Contractor originated the concept of providing turnkey cable services tailored to meet the individual needs of the corrections industry. One hundred percent of Contractor's accounts are within the correctional industry. Contractor's staff have been providing services to prison facilities for over 17 years. Contractor staff fully understand the requirements and importance of cable TV in the institutional environment.

Contractor staff will wear logo shirts and issue ID badges to sub-contractors. Contractor Staff and sub-contractors have all passed MDOC LIEN background checks

The State may require the Contractor's personnel to wear State issued identification badges.

### **3.5 Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601**

The Contractor and the Contractor Personnel must comply with the Final Rule implementing PREA, all applicable PREA standards and the agency's policies. The Contractor and Contractor Personnel must make itself familiar with and at-all-times must observe and comply with all PREA regulations which in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related polices of the MDOC will be considered a breach of contract and may result in termination of the contract.

Contract Personnel who may have contact with prisoners must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel must submit a signed memorandum to the Contract Administrator documenting completion of the training and date of completion.

### **3.6 Vendor Handbook**

The Contractor must require all its employees working inside an MDOC correctional facility to read and sign the MDOC Vendor Handbook. The purpose of the MDOC Vendor Handbook is to provide contracts with general information regarding basic requirements of working within the MDOC, provide notice of work rules and consequences of rule violations. The Contractor must provide copies of each signed Employee Acknowledgment to the PM at the completion of the employee orientation.

## **4. Pricing**

### **4.1. Price Term**

Pricing (per Drop price) is firm for the entire length of the initial Contract. The number of Drops may be adjusted annually or if new facilities are opened or closed due to budget changes by the State at no additional cost pursuant to a Change Notice.

### **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 calendar 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 calendar 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.

## **5. Ordering**

### **5.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a Delivery Order (DO) by facility.

## **6. Acceptance**

### **6.1. Acceptance, Inspection and Testing**

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

- A. The State will review Contract Activities provided by the Contractor on a facility-by-facility basis during the transition/implementation period, since the State prefers a rolling transition.
- B. Once the Contractor designates a facility as completed with all testing, UAT, installation, and implementation, the State's Program Manager and physical plant will review, verify, and inspect all work done and provide notification before the "go live" contract date that either:
  1. The Contract activities are accepted;
  2. The Contract activities are accepted, but noted deficiencies must be corrected; or
  3. The Contract Activities are rejected.
- C. The following documentation is required as part of the Final Acceptance:

1. Diagrams showing the headend to demarcation at each building with the tested signal strength readings documented for benchmark levels. Including of a description of how the system/signal was tested.
  2. The diagrams must include an inventory listing (by facility) the make and model of all equipment including but not limited to all signal receiving equipment, processing equipment, signal combining equipment, distribution equipment, and amplifiers. Each item must indicate that it has been tested and is in good working order.
- D. If the State notes deficiencies at any MDOC facility, the Contractor must correct all listed deficiencies within 30 calendar days of the Contract "go live" date at no additional cost to the State.
- E. If no deficiencies are found or the Contractor cures all deficiencies noted, the State will provide the contractor written notice of acceptance of Contract Activities by facility.

## **7. Invoice and Payment**

### **7.1. Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) MA number; (c) delivery order number; (d) facility name; (e) quantity/number of drops; (f) description of the Contract Activities; (g) unit price; (h) shipping cost (if any); and (i) total price.

Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, et seq., within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered. 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

### **7.2. Payment Methods**

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

## **8. Project Plan**

- A. The Contractor will carry out this project under the direction and control of the Program Manager.
1. Implementation/Installation timeline
    - a. Site specific plan for every MDOC facility, with considerations for each facilities difference.
    - b. Timeline for the statewide project broken down by each facility.
    - c. Include responsibilities of the Contractor and State during transition.
    - d. State prefers a rolling transition plan for all facilities, so planning and coordinating with the incumbent will be essential.
    - e. Full operational television service is expected by a Go-Live Date mutually agreed upon by the Contractor and the MDOC that is not to extend beyond January 1, 2020troubl.
  2. Day to Day
    - a. Include escalation protocols for issues,
    - b. Processes for changes in services,
    - c. Adding/removing facilities, housing units, etc.
  3. Transition out
    - a. Include responsibilities of the Contractor and State during transition.
    - b. Contractor must work with MDOC and the next awarded Contractor to coordinate specific transition dates at each headend to disconnect and remove the Contractor's equipment so that the new Contractor's equipment can be installed and online the same day.
- B. Contractor anticipates minimal downtime in the transition for the newly selected channel tier. Full schedule of installation is included as Exhibit A.:
1. Plan does not exceed 90 calendar days,
    - a. Up to 30 calendar days for site surveys of all MDOC facilities and finalizing their project plan.

- b. Up to 60 calendar days for installation of new equipment at each MDOC facility.
    - c. State prefers contractor to utilize a multiple team implementation plan (ability to transition more than one facility at a time, or at one location to expedite the transition time for a single facility).
  - 2. Incorporates site surveys for all MDOC facilities within the first 30 calendar days.
  - 3. Minimizes television system downtime within a facility as much as possible.
    - a. State prefers potential full system outages to be less than 8 hours at a time (A facility may have partial outage of channels for longer than 8 hours).
    - b. Partial television system downtime at any single facility (or complex) not exceed 24 hours.
    - c. Communication of expected downtimes is of the most importance to the State. State must be made aware of potential downtime; the affected facility can plan accordingly and prevent potential security issues.
    - d. State must have ability to stream or modulate internal content when system is down or under maintenance.
    - e. Any and all system downtimes must be approved by the Program Manager and/or the facility.
  - 4. Plan indicates when equipment will be ordered by the Contractor and potential lead times for receiving all equipment.
  - 5. Plan includes potential time frames for incorporating sub-contractors (if applicable and more specifically for facilities in the Upper Peninsula) and their schedules.
  - 6. The agreed upon Go-Live Date will be the deadline for the Contractor to complete Implementation at all facilities.
- C. Within 30 calendar days of contract award, the Contractor must submit a revised project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; (b) the project breakdown showing sub-projects, tasks, and resources required; and (c) preferences identified above where applicable.
- D. Contractor may be required to complete some contract activities before "Go-Live"/effective date at no cost to the State. With approval of the MDOC Program Manager, the new rates for each transitioned facility will begin the first of the following month.

**9. Liquidated Damages** (This language only applies to MiDeal contracts – For MDOC – please see Schedule C for Service Level Agreements (SLAs))

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.

The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

## **10. Additional Requirements**

### **10.1. 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.

### **10.2. Mercury Content**

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

### **10.3. 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.



## Exhibit A

### MICHIGAN DOC WORK SCHEDULE

Contractor will schedule conference calls with each facility to introduce the Contractor's team and review the scope of work for each location. Contractor will submit all needed paperwork for clearances and tool lists to appropriate personnel identified on each call. The order of installation is as follows:

Facility (Head-end) Name By Region	Installation Priority	Upper Peninsula	Middle Region	Southern Region
Baraga Correctional Facility	1	X		
Chippewa Correctional Facility	2	X		
Kinross Correctional Facility	2	X		
Alger Correctional Facility	3	X		
Marquette Correctional Facility	4	X		
Newberry Correctional Facility	5	X		
Oaks Correctional Facility	6		X	
Muskegon Correctional Facility	7		X	
Ernest C. Brooks Correctional Facility	7		X	
Ionia Correctional Facility	8		X	
Richard A. Handlon Correctional Facility	8		X	
Bellamy Creek Correctional Facility	8		X	
MI Reformatory	8		X	
St. Louis Correctional Facility	9		X	
Central MI Correctional Facility	9		X	
Carson City Correctional Facility	10		X	
Saginaw Correctional Facility	11		X	
Thumb Correctional Facility	12		X	
Woodland Center Correctional Facility	13			X
Macomb Correctional Facility	14			X
Detroit Reentry/Detroit Detention Center	15			X
Parnall Correctional Facility	16			X
G. R. Cotton Correctional Facility	16			X
Cooper Street Correctional Facility	16			X
Charles E. Egeler Reception & Diagnostic	16			X
Gus Harrison Correctional Facility	17			X
Women's Huron Valley Correctional Facility	18			X
Lakeland Correctional Facility	19			X

\*Implementation must be completed by January 1, 2020 unless approved in writing by the MDOC Program Manager.

# STATE OF MICHIGAN

Master Agreement No. 190000001411  
 Prisoner Local/Cable/Satellite Television Services

## SCHEDULE B PRICING

**Preferred Channel Tier 1- 45 channels:           \$3.43 Per Drop Per Month**

ABC	NBC	CBS	FOX	PBS (if applicable)	1. A&E
2. AMC	3. Animal Planet	4. BET	5. BET Her	6. Big 10	7. Bravo
8. Cartoon Network	9. CMT	10. CNBC	11. CNN	12. Comedy Central	13. CSPAN
14. Discovery	15. E! Entertainment	16. ESPN	17. ESPN 2	18. Food Network	19. FreeForm
20. FS Detroit	21. FX	22. FXM	23. FXX	24. Headline News	25. History
26. Lifetime	27. MTV	28. NatGeo	29. NBC Sports	30. Oxygen	31. Paramount
32. Science	33. SyFy	34. TBN	35. TBS	36. TCM	37. TLC
38. TNT	39. Travel Channel	40. truTV	41. TV Land	42. Univision	43. USA
44. VH1	45. WGN				

The MDOC reserves the right to request pricing for additional products throughout the contract term

# STATE OF MICHIGAN

Master Agreement No. 190000001411  
MDOC Prisoner Local/Cable/Satellite Television Services

## SCHEDULE C Service Level Agreements

### Definition and Purpose

The Contractor must provide a Customer Support Program for MDOC facilities.

Timeframe of Expected Resolution (TER) will be measured from the time the Contractor is notified by MDOC Staff of a Priority Level Event, Contractor logs a failed self-diagnostic test, or when notified via any other method. Whichever occurs first constitutes initial identification. The Priority Level Event will be considered resolved when the Contractor has documented that the issue has been addressed, and when the program manager or designee confirms that full-functionality has been restored.

1. The Contractor must provide television services technical support and repairs to all MDOC facilities.
2. The Contractor must provide confirmation of receipt of any complaint or technical issue via email to the Program Manager or designee and the reporting person. The confirmation must include the Priority Level assigned and the Timeframe of Expected Resolution.
3. If a resolution cannot be reached via telephone, on-site services must commence following the guidelines of the table below.

### Data Source:

1. Monthly Issues Report
2. Facility Records
3. Contractor Case Notes

### Methodology:

1. The MDOC will review Data Sources 1, 2, and 3 for each calendar month.
2. The following table defines priority level.

Priority Level	Definition of Priority	Priority Level Event Examples	Timeframe of Expected Resolution (TER)
1	Priority Level 1 items are major Service Events that globally or severely impact the ability of prisoners to utilize television services provided.	<ul style="list-style-type: none"> <li>• MDOC-wide television service failure.</li> <li>• Facility-wide television service failure at single facility.</li> <li>• Television service failure at one or more housing unit(s) across several facilities.</li> </ul>	Following the identification of a Priority Level 1 Event, Contractor must complete a resolution repair solution within 24 hours of initial identification.

2	Priority Level 2 items are Service Events impacting entire housing unit(s).	<ul style="list-style-type: none"> <li>Television service system failure throughout one or more housing unit(s) at one facility.</li> </ul>	Following the identification of a Priority Level 2 Event, Contractor must complete a resolution repair solution within 24 hours of initial identification.
3	Priority Level 3 items are Service Events classified as basic service requests for minor, non-critical issues.	<ul style="list-style-type: none"> <li>A channel is out or not working.</li> </ul>	Following the identification of a Priority Level 3 Event, Contractor must complete a resolution repair solution within 48 hours (excluding weekends) of initial identification.

- The Contractor will determine the Priority Level to be assigned. The MDOC will spot-check the Priority Level assigned by the Contractor for accuracy.
- The Priority Level Event will be considered resolved when the Contractor has documented that the issue has been addressed, and when the Program Manager or designee confirms that full-functionality has been restored.

**Acceptable Standard:**

The acceptable standard is 100% compliance.

**Amount for Failing to Meet Service Level Agreement**

Service Credits are calculated monthly for unresolved Priority Level Events following the expiration of the TER. Every 24 hours thereafter, the Contractor may be subject to additional Service Credits until the Priority Level Event has been resolved.

Priority Level 1 Event - \$15,000.00 may be assessed following the expiration of the TER and again every 24 hours thereafter until the issue is resolved.

Priority Level 2 Event - \$2,000.00 may be assessed following the expiration of the TER and again every 24 hours thereafter until the issue is resolved.

Priority Level 3 Event - \$1,000.00 may be assessed following the expiration of the TER and again every 24 hours thereafter until the issue is resolved.

Service Level assessments will begin 90 days post go-live.

Prior to assessing any credit, the MDOC will advise the Contractor of the finding that is the basis for the assessment and will afford the Contractor the opportunity to review and respond to the SLA. The contractor may dispute the assessment or provide any extenuating circumstances that may explain or mitigate any failure to meet the SLA. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the MDOC, these credits may be applied toward any payable due to the Contractor or be payable to the Prisoner Benefit Fund.

## Metric 2: Implementation Timeline

### Definition and Purpose

Within days of Contract execution, the Contractor must present a Transition Plan to include an Implementation Timeline detailing installation and full implementation of television services. Full operational television service is expected by a Go-Live Date mutually agreed upon by the Contractor and the MDOC

The agreed upon Go-Live Date will be the deadline for the Contractor to complete Implementation at all facilities.

Final Acceptance occurs when the MDOC Program Manager certifies, in writing, that Implementation has been completed by the Contractor at every individual facility. At that time, the MDOC will consider this SLA requirement to be fulfilled.

### Data Source:

1. Contractor Transition Plan
2. Weekly Contractor Transition Plan Progress Reports
3. Facility Records
4. Random Site Visits
5. Program Manager's written certification that Final Acceptance has been completed.

### Methodology:

The MDOC may review all data sources in the calculation of this SLA.

### Acceptable Standard:

The Acceptable Standard is 100% compliance.

### Amount for Failing to Meet Service Level Agreement

For each facility where the Contractor has failed to comply, \$1000 per facility may be assessed. An additional \$1000 per facility may be assessed for every 48-hour period of non-compliance.

Prior to assessing any credit, the MDOC will advise the Contractor of the finding that is the basis for the assessment and will afford the Contractor the opportunity to review and respond to the SLA. The contractor may dispute the assessment or provide any extenuating circumstances that may explain or mitigate any failure to meet the SLA. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the MDOC, these credits may be applied toward any payable due to the Contractor or be payable to the Prisoner Benefit Fund.



# STATE OF MICHIGAN

## 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 August 1, 2019 (“**Effective Date**”), and unless terminated, expires on July 31, 2024. This Contract may be renewed for up to 5 additional 1-year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

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

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

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

3. **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:
Christopher Martin	Sandy Barnett
525 W. Allegan St., PO Box 30026	16255 CR 178
Lansing, MI 48909	Tyler, TX 75703
martinc20@michigan.gov	sandy@bufordmedia.com
517-643-2833	866-480-1844

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

State:	Contractor:
Christopher Martin 525 W. Allegan St., PO Box 30026 Lansing, MI 48909 martinc20@michigan.gov 517-643-2833	Sandy Barnett 16255 CR 178 Tyler, TX 75703 sandy@bufordmedia.com 866-480-1844

5. **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:
Bernard Scott scottb4@michigan.gov 517-241-8414	Genelle Roselli 16255 CR 178 Tyler, TX 75703 genelle@bufordmedia.com 866-480-1844

6. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
7. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor’s or a subcontractor’s performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of “A-“ or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.



<u>Deductible Maximum:</u> \$50,000 Each Occurrence	
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<b>Automobile Liability Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers’ Compensation Insurance</b>	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

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

8. **Administrative Fee and Reporting.** This fee is waived for Michigan Department of Corrections only. Contractor must pay an administrative fee of 1% on all other payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and

commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget

Cashiering

P.O. Box 30681

Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports must be mailed to [MiDeal@michigan.gov](mailto:MiDeal@michigan.gov).

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

9. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

10. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
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 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, 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 within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
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 Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

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 Schedule A. 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 Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.

- 21. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 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.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 25. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 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) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

27. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

28. **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.
29. **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.
30. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability;

or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

- 31. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 32. Reserved.**
- 33. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of

termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

- 34. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 35. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
- 36. 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.

37. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
38. **Reserved.**
39. **Reserved.**
40. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
41. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
42. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
43. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
44. **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.
45. **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.
46. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
47. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
48. **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:



Schedule A	Statement of Work
Schedule B – Pricing	Pricing for goods and services sought by the State through this RFP
Schedule C – SLA	Service Level Agreement
Exhibit A	Work Schedule

- 49. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 50. 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.
- 51. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 52. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 53. 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.