STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

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 **11**
to
Contract Number **071B1300202**

CONTRACTOR	
	Digital Ally, Inc.
	9705 Loiret Blvd.
	Lenexa, KS 66219
	Nicole Leiker
	913-814-7774
	nicole.leiker@digitalallyinc.com
	*******4269

STATE		
Program Manager		MULTI
Contract Administrator	Sue Cieciwa	DTMB
	(517) 284-7007	
	cieciwas@michigan.gov	

CONTRACT SUMMARY

DIGITAL IN-CAR VIDEO SYSTEMS - MICHIGAN STATE POLICE AND DEPARTMENT OF NATURAL RESOURCES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 15, 2011	December 7, 2013	2 - 1 Year	December 7, 2016

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45 Days	30 Days ARO

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☒ P-Card	☒ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

One (1) Unit

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	Five Years	☐		December 7, 2021

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$7,320,371.00	$0.00	$7,320,371.00

DESCRIPTION

Effective December 20, 2016 the following change is made to Article 2, Terms and Conditions:

Section 2.002 Options to Renew, the second sentence is changed to read:
This contract may be renewed for up to seven additional one year periods.

This Contract is exercising the remaining five option years, three through seven. The revised Contract expiration date is December 7, 2021.

The following items are added to this contract, per revised Attachment A.

DVM-500 Plus: 10x Zoom Lens, #566-00125-00 $595.00
DVM-500 Plus: 10x Zoom Lens (Refurbished) , #566-00125-00 (Refurbished) $395.00
DVM-500 Plus: I/O (Interface) Box, #006-0076-01, $400.00

DVM-500 Repair Fee, Flat Rate, as needed $375.00

Please note the Contractor contact is changed to: Nicole Leiker, nicole.leiker@digitalallyinc.com, (913) 814-7774 and the Program Manager for Michigan State Police is changed to: Sgt. Aric Dowling, dowlinga@michigan.gov, (313) 215-2639.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, DTMB Procurement approval and State Administrative Board approval on December 20, 2016.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MSP	Sgt. Aric Dowling	(313) 215-2639	dowlinga@michigan.gov
DNR	Jim Dubbs	(517) 335-3436	dubbsj@michigan.gov

Attachment A, Pricing

1 - COMPLETE PACKAGE: $5,177.00 each	**(Change Notice #7)**
(1) DVM-800 (Includes 5-year Advanced Exchange Warranty) 32 GB internal memory & 32 GB SD card Wi-Fi Dongle Interface Box GPS Module 12X Front Facing Camera DWM-800 2.4 GHz Wireless Microphone (One (1) mic per kit) One (1) DWM-800 Microphone Holster Choice of one (1): Rear Seat IR Camera or License Plate Backup Camera **(1) FIRSTVU HD Kit (see below for items included)** **(1) VULINK**	
2 - MICHIGAN STATE POLICE PACKAGE: $4,127.00 each	**(Change Notice #7)**
(1) DVM-800 (Includes 5-year Advanced Exchange Warranty) 32 GB internal memory & Two (2) 32 GB SD card Wi-Fi Dongle Interface Box GPS Module 12X Front Facing Camera Two (2) DWM-800 2.4 GHz Wireless Microphone Siren Interface Module Camera Switch Toggle Home/Desk Mic Charging Kit One (1) DWM-800 Microphone Holster	
3 - MSP COMPLETE PACKAGE: $5,327.00 each	**(Change Notice #7)**
(1) DVM-800 (Includes 5-year Advanced Exchange Warranty) 32 GB internal memory & Two (2) 32 GB SD card Wi-Fi Dongle Interface Box GPS Module 12X Front Facing Camera Two (2) DWM-800 2.4 GHz Wireless Microphone Siren Interface Module Camera Switch Toggle Home/Desk Mic Charging Kit One (1) DWM-800 Microphone Holster **(1) FIRST VU HD (see below for items included)** **(1) VULINK**	
4 - BASIC PACKAGE: $3,995.00 each	**(Change Notice #6)**
(1) DVM-800 (Includes 5-year Advanced Exchange Warranty) 32 GB internal memory & 32 External GB SD card Wi-Fi Dongle Interface Box GPS Module 12X Front Facing Camera DWM-800 2.4 GHz Wireless Microphone (One (1) microphone per kit) Choice of one (1): Rear Seat IR Camera or License Plate Backup Camera **(1) FIRST VU HD (see below for items included)** **(1) VULINK**	

5 - DVM-800 Lite: $2,595.00 **(Change Notice #10)**

(1) DVM-800 Lite System (Includes 2 Year Advanced Exchange Warranty)

- 32GB internal memory & 32 GB External SD Card
- GPS Module
- Interface Box
- DWM-800 2.4GHz Wireless Microphone (One (1) microphone per kit.)

Optional Add-Ons

Wi-Fi dongle: $150.00
12x Zoom Camera: $625.00
Backseat Camera: $195.00
Backup Camera: $195.00

6 - DVM-800 Lite Bundle: $3,695.00 **(Change Notice #10)**

(1) DVM-800 Lite

- 32GB internal memory & 32 GB External SD Card
- GPS Module
- Interface Box
- DWM-800 2.4GHz Wireless Microphone (One (1) microphone per kit.)

(1) FirstVu HD Body-Worn Camera Kit (see below for items included)
(1) VuLink Kit (see below for items included)

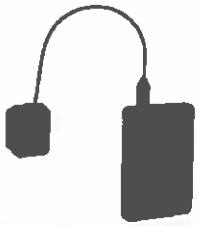
SUPPLEMENTAL/REPLACEMENT EQUIPMENT FOR THE DVM-800: **(Change Notice #7)**

DWM-800 2.4 GHz Wireless Microphone - $238.50
DWM-800 Microphone Holster - $27.00
32 GB SD card - $40.00
License Plate Backup Camera or Rear Seat IR Camera - $195.00

FIRST VU HD Kit: $795.00 each **(Change Notice #7)**

FirstVu HD Kit Includes:

- One (1) FirstVu HD Body-worn camera
- 1 Year Advanced Exchange Warranty
- 32 GB Internal Memory
- Two (2) Standard life batteries or One (1) extended life battery
- Charger w/110V AC Wall & 12V DC Auto Plugs
- Fabric Clip, Button Mount, & Velcro Mount
- 3.3 ft. USB 2.0 Cable



VULINK: $475.00 each **(Change Notice #7)**

VuLink Kit includes:

- One (1) VuLink Auto Activation Unit
- 15 ft. Base Cable
- 2A In-line Fuse Kit
- Cable, USB 2.0 Type A to Mini-B, 3.3 ft.
- Mounting Kit
- Quick Reference Guide

FirstVu HD 12 Unit Docking Station: $2,695.00 each **(Change Notice #10)**
Provides automated, simultaneous uploading and charging for up to 12 FirstVu HD devices plus 12 external batteries.

001-00086-LOCAL:

FirstVu HD Docking Station. Standard Life Battery.
For use with local storage solutions.

001-00086-CLOUD:

FirstVu HD Docking Station. Standard Life Battery.
For use with Cloud storage solutions.

001-00087-LOCAL:

FirstVu HD Docking Station. Extended Life Battery.
For use with local storage solutions.

001-00087-CLOUD:

FirstVu HD Docking Station. Extended Life Battery.
For use with Cloud storage solutions.

DVM-500 Plus: $4,495.00

(1) DVM-500 Plus kit
2 year standard warranty
Installation
Training

Extended Warranty for DVM-500 Plus: $300.00 per year

Extended warranty for the DVM-500 Plus.
Can extend the warranty up to an additional 3 years past the initial 2 year warranty.

Additional Installation and Repair Training for State of Michigan Technicians: $4,000.00 per session

Digital Ally DVM Series Installation and Repair Training for State of Michigan Technicians.

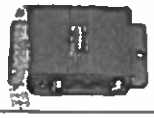
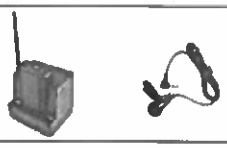
Removal and Reinstallation: $350.00 per System

Removal and Reinstallation of DVM systems from one vehicle to another.

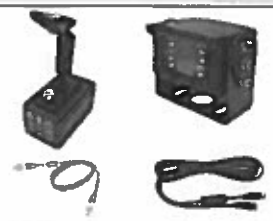
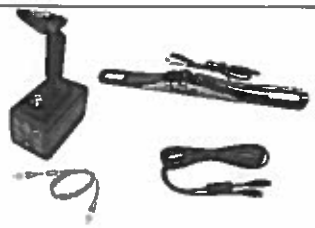
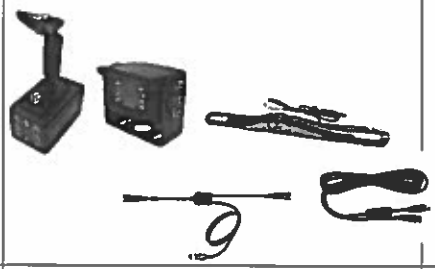
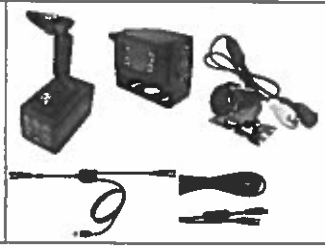
DVM-500 Plus: 10x Zoom Lens $595.00	**(Change Notice #11)**
#566-00125-00	
DVM-500 Plus: 10x Zoom Lens (Refurbished) $395.00	**(Change Notice #11)**
#566-00125-00 (Refurbished)	
DVM-500 Plus: I/O (Interface) Box $400.00	**(Change Notice #11)**
#006-0076-01	
DVM-500 Repair Fee – Flat Rate $375.00	**(Change Notice #11)**
Flat rate for repair, as needed.	

DVM-800 Parts and Accessories

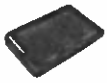
Standard Parts Kit (001-00038-10)

Part Number		Description
006-08208-32		DVM-800, 32GB...$1,696.50
006-08210-00		IF Box (model IFE-20)...$135.00
008-01388-00		Cable, Main Power to IF Box 3.1m (10.1ft.)...$31.50
008-01386-01		Cable, IF Box to DVM 4.6m (15.0ft.)...$36.00
002-05095-00		DWM-800 System, Includes Wireless Microphone, Charging Cradle, Mounting Bracket, and Lapel Microphone...$328.50
004-09058-00		Back Seat Microphone for DWM-800, 20ft. 2.5mm plug...$45.00
008-01455-00		Cable, DWM-800 to DVM-800...$58.50
008-01464-00		Cable, IF Box RJ45 Sensor...$31.50
001-00010-20		Wi-Fi Assembly...$150.00
008-01410-00		GPS Module...$90.00
363-00050-00		SD card, 32GB...$40.00
006-0030		Visor Mount For external front camera...$22.50

External Camera Options

Kit Part Number	Kit Contents	Kit Content Images	Description
002-05136-12	566-00138-00 566-00134-00 008-01442-00 008-01390-00		**CAMERA OPTION 1** Front 12XC Camera Back Seat Camera with reverse image switch Includes cables
002-05136-21	566-00138-00 566-00141-00 008-01442-00 008-01390-00		**CAMERA OPTION 2A** Front 12XC Camera License Plate Backup Camera Includes cables
002-05136-22	566-00138-00 566-00144-00 008-01442-00 008-01390-00		**CAMERA OPTION 2B** Front 12XC Camera Mini Backup Camera Includes cables
002-05136-32	566-00138-00 566-00134-00 566-00141-00 008-01443-00 008-01390-00		**CAMERA OPTION 3A** Front 12XC Camera Back Seat Camera with reverse image switch License Plate Backup Camera Includes cables...$199.00
002-05136-33	566-00138-00 566-00134-00 566-00144-00 008-01443-00 008-01390-00		**CAMERA OPTION 3B** Front 12XC Camera Back Seat Camera with reverse image switch Mini Backup Camera Includes cables...$199.00

Optional Parts List

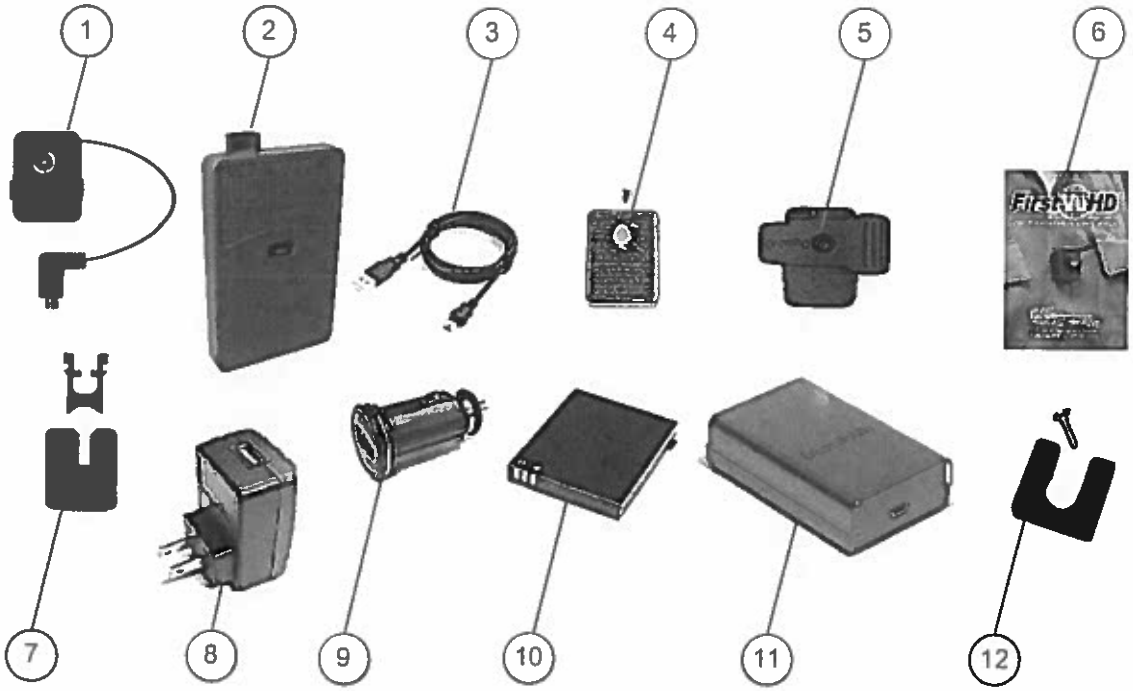
Part Number		Description
008-01382-00 008-01382-01 008-01382-02 008-01382-03		Backup Camera 25ft Extension Cable...$31.50 Backup Camera 40ft Extension Cable...$31.50 Backup Camera 60ft Extension Cable...$31.50 Backup Camera 15ft Extension Cable...$31.50
008-01386-02 008-01386-03		IF Box to DVM Power Cable 6.1m (20.0ft.)...$36.00 IF Box to DVM Power Cable 8.1m (26.5ft.)...$36.00
025-00004-00		DWM800 external antenna...$58.50
002-05091-00		Charger, RMT Desktop charger 120Vac...$72.00
006-08193-00		Auxiliary 2-Camera Switch Box V2...$180.00
002-00028-00		SD Card Reader...$45.00
566-00143-00		Camera, Side Mount Adjustable for right or left side mounting...$292.50
740-00388-00		Panel Mount Remote Activation Switch...$11.70
740-00399-00		Footswitch, Maintained (18/2AWG, 6ft, bare leads)...$112.50
002-05030-00		Drop Mount Adapter...$36.00
002-05112-00		Windshield Mount Adapter Kit, Dodge Charger...$67.50

DVM-500Plus Accessories

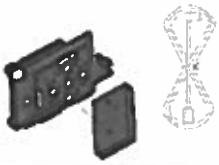
002-00127-RET	Picture Not Available	32GB CF Card...$84.00

FirstVu HD Parts and Accessories

Standard Parts List



Item	Part Number	Qty	Description
1	050-10110-xx	1	FirstVu HD Camera…$171.00
2	050-10177-00	1	FirstVu HD DVR…$445.50
3	008-0100	1	Cable, USB 2.0 Type A to Mini-B…$8.10
4	050-10101-00	1	Velcro Mount…$4.00
5	050-10090-00	1	Fabric Clip…$4.00
6	860-00241-00	1	Quick Reference Guide…$0.00
7	050-10096-00	1	Button Mount…$9.00
8	009-00004-00	1	Home Charger…$23.00
9	009-00005-00	1	Car Charger…$18.00
10	135-00398-00	1	FirstVu HD Battery…$25.00
11	009-00008-01	1	Battery Charger…$28.00
12		1	Wedge Mount Kit…$0.00

FirstVu HD Mounting Options and Accessories			
Picture	**Description & P/N**		
	FirstVu HD Camera Kit. 11" Camera Cable: $795.00		FirstVu HD Camera Kit. 48" Camera Cable: $795.00
	Car Mount Kit 002-05117-00: $58.50		Belt Mount Kit 002-05126-00: $22.50
	Leather Pouch w/Extension Cable 002-05132-00: $40.50		Belt Loop Holster w/Extension Cable 002-05131-00: $40.50
	Camera Extension, Cable, 3ft: $26.10		

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

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 10
to
Contract Number **071B1300202**

CONTRACTOR	
	Digital Ally, Inc.
	9705 Loiret Blvd.
	Lenexa, KS 66219
	Jessica Bishop
	913-814-7774
	jessica.bishop@digitalallyinc.com
	*******4269

STATE			
	Program Manager	See Attached List.	
	Contract Administrator	Sue Cieciwa	DTMB
		(517) 284-7007	
		CieciwaS@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Digital In-Car Video Systems - Michigan State Police and Department of Natural Resources			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 15, 2011	December 7, 2013	2 - 1 Year	December 7, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		30 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
30 Days ARO			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 7, 2016

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$7,320,371.00	$ 0.00	$7,320,371.00

DESCRIPTION: Effective September 20, 2016 the following items are added to this contract, per revised Attachment A.

DVM-800 Lite, #001-00082-00 $2,595.00

Optional add-ons:
#001-00010-20 WiFi dongle $150.00
#566-00138-00 12x Camera $625.00
#566-00134-00 Backseat Camera $195.00
#566-00141-00 Backup Camera $195.00

DVM-800 Lite Bundle $3,695.00 (includes DVM800 Lite, FVHD and VuLink)

Docking and Charging Station for the FirstVu HD Body-Worn Camera (Local Option)
001-00086-LOCAL - $2,695.00

Docking and Charging Station for the FirstVu HD Body-Worn Camera (Cloud Option)
001-00086-CLOUD - $2,695.00

Docking and Charging Station for the FirstVu HD Body-Worn Camera (Local, Extended Battery Option)
001-00087-LOCAL - $2,695.00

Docking and Charging Station for the FirstVu HD Body-Worn Camera (Cloud, Extended Battery Option)
001-00087-CLOUD - $2,695.00

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

Program Managers
for
Multi-Agency & Statewide Contracts

	AGENCY	NAME	PHONE	EMAIL
1	MSP	Lt. Ronald Gromak	517-322-5598	gromakr@michigan.gov
2	DNR	Jim Dubbs	517-335-3436	dubbsj@michigan.gov

Attachment A, Pricing

1 - COMPLETE PACKAGE: $5,177.00 each (Change Notice #7)
(1) DMV-800 (Includes 5-year Advanced Exchange Warranty) 32 GB internal memory & 32 GB SD card Wi-Fi Dongle Interface Box GPS Module 12X Front Facing Camera DWM-800 2.4 GHz Wireless Microphone (One (1) mic per kit) One (1) DWM-800 Microphone Holster Choice of one (1): Rear Seat IR Camera or License Plate Backup Camera **(1) FIRSTVU HD Kit (see below for items included)** **(1) VULINK**
2 - MICHIGAN STATE POLICE PACKAGE: $4,127.00 each (Change Notice #7)
(1) DMV-800 (Includes 5-year Advanced Exchange Warranty) 32 GB internal memory & Two (2) 32 GB SD card Wi-Fi Dongle Interface Box GPS Module 12X Front Facing Camera Two (2) DWM-800 2.4 GHz Wireless Microphone Siren Interface Module Camera Switch Toggle Home/Desk Mic Charging Kit One (1) DWM-800 Microphone Holster
3 - MSP COMPLETE PACKAGE: $5,327.00 each (Change Notice #7)
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4 - BASIC PACKAGE: $3,995.00 each (Change Notice #6)
(1) DVM-800 (Includes 5-year Advanced Exchange Warranty) 32 GB internal memory & 32 External GB SD card Wi-Fi Dongle Interface Box GPS Module 12X Front Facing Camera DWM-800 2.4 GHz Wireless Microphone (One (1) microphone per kit) Choice of one (1): Rear Seat IR Camera or License Plate Backup Camera **(1) FIRST VU HD (see below for items included)** **(1) VULINK**

5 - DVM-800 Lite: $2,595.00 **(Change Notice #10)**

(1) DVM-800 Lite System (Includes 2 Year Advanced Exchange Warranty)

32GB internal memory & 32 GB External SD Card
GPS Module
Interface Box
DWM-800 2.4GHz Wireless Microphone (One (1) microphone per kit.)

Optional Add-Ons

Wi-Fi dongle: $150.00
12x Zoom Camera: $625.00
Backseat Camera: $195.00
Backup Camera: $195.00

6 - DVM-800 Lite Bundle: $3,695.00 **(Change Notice #10)**

(1) DVM-800 Lite

32GB internal memory & 32 GB External SD Card
GPS Module
Interface Box
DWM-800 2.4GHz Wireless Microphone (One (1) microphone per kit.)

(1) FirstVu HD Body-Worn Camera Kit (see below for items included)
(1) VuLink Kit (see below for items included)

SUPPLEMENTAL/REPLACEMENT EQUIPMENT FOR THE DVM-800: **(Change Notice #7)**

DWM-800 2.4 GHz Wireless Microphone - $238.50
DWM-800 Microphone Holster - $27.00
32 GB SD card - $40.00
License Plate Backup Camera or Rear Seat IR Camera - $195.00

FIRST VU HD Kit: $795.00 each **(Change Notice #7)**

FirstVu HD Kit Includes:

One (1) FirstVu HD Body-worn camera
1 Year Advanced Exchange Warranty
32 GB Internal Memory
Two (2) Standard life batteries or One (1) extended life battery
Charger w/110V AC Wall & 12V DC Auto Plugs
Fabric Clip, Button Mount, & Velcro Mount
3.3 ft. USB 2.0 Cable

VULINK: $475.00 each **(Change Notice #7)**

VuLink Kit includes:

One (1) VuLink Auto Activation Unit
15 ft. Base Cable
2A In-line Fuse Kit
Cable, USB 2.0 Type A to Mini-B, 3.3 ft.
Mounting Kit
Quick Reference Guide

FirstVu HD 12 Unit Docking Station: $2,695.00 each **(Change Notice #10)**
Provides automated, simultaneous uploading and charging for up to 12 FirstVu HD devices plus 12 external batteries.

001-00086-LOCAL:

FirstVu HD Docking Station. Standard Life Battery.
For use with local storage solutions.

001-00086-CLOUD:

FirstVu HD Docking Station. Standard Life Battery.
For use with Cloud storage solutions.

001-00087-LOCAL:

FirstVu HD Docking Station. Extended Life Battery.
For use with local storage solutions.

001-00087-CLOUD:

FirstVu HD Docking Station. Extended Life Battery.
For use with Cloud storage solutions.

DVM-500 Plus: $4,495.00

(1) DVM-500 Plus kit
2 year standard warranty
Installation
Training

Extended Warranty for DVM-500 Plus: $300.00 per year

Extended warranty for the DVM-500 Plus.
Can extend the warranty up to an additional 3 years past the initial 2 year warranty.

Additional Installation and Repair Training for State of Michigan Technicians: $4,000.00 per session

Digital Ally DVM Series Installation and Repair Training for State of Michigan Technicians.

Removal and Reinstallation: $350.00 per System

Removal and Reinstallation of DVM systems from one vehicle to another.

DVM-800 Parts and Accessories

Standard Parts Kit (001-00038-10)

Part Number		Description
006-08208-32		DVM-800, 32GB…$1,696.50
006-08210-00		IF Box (model IFE-20)…$135.00
008-01388-00		Cable, Main Power to IF Box 3.1m (10.1ft.)…$31.50
008-01386-01		Cable, IF Box to DVM 4.6m (15.0ft.)…$36.00
002-05095-00		DWM-800 System, Includes Wireless Microphone, Charging Cradle, Mounting Bracket, and Lapel Microphone…$328.50
004-09058-00		Back Seat Microphone for DWM-800, 20ft. 2.5mm plug…$45.00
008-01455-00		Cable, DWM-800 to DVM-800…$58.50
008-01464-00		Cable, IF Box RJ45 Sensor…$31.50
001-00010-20		Wi-Fi Assembly…$150.00
008-01410-00		GPS Module…$90.00
363-00050-00		SD card, 32GB…$72.00
006-0030		Visor Mount For external front camera…$22.50

External Camera Options

Kit Part Number	Kit Contents	Kit Content Images	Description
002-05136-12	566-00138-00 566-00134-00 008-01442-00 008-01390-00		**CAMERA OPTION 1** Front 12XC Camera Back Seat Camera with reverse image switch Includes cables
002-05136-21	566-00138-00 566-00141-00 008-01442-00 008-01390-00		**CAMERA OPTION 2A** Front 12XC Camera License Plate Backup Camera Includes cables
002-05136-22	566-00138-00 566-00144-00 008-01442-00 008-01390-00		**CAMERA OPTION 2B** Front 12XC Camera Mini Backup Camera Includes cables
002-05136-32	566-00138-00 566-00134-00 566-00141-00 008-01443-00 008-01390-00		**CAMERA OPTION 3A** Front 12XC Camera Back Seat Camera with reverse image switch License Plate Backup Camera Includes cables…$199.00
002-05136-33	566-00138-00 566-00134-00 566-00144-00 008-01443-00 008-01390-00		**CAMERA OPTION 3B** Front 12XC Camera Back Seat Camera with reverse image switch Mini Backup Camera Includes cables…$199.00

Optional Parts List

Part Number		Description
008-01382-00 008-01382-01 008-01382-02 008-01382-03		Backup Camera 25ft Extension Cable…$31.50 Backup Camera 40ft Extension Cable…$31.50 Backup Camera 60ft Extension Cable…$31.50 Backup Camera 15ft Extension Cable…$31.50
008-01386-02 008-01386-03		IF Box to DVM Power Cable 6.1m (20.0ft.)…$36.00 IF Box to DVM Power Cable 8.1m (26.5ft.)…$36.00
025-00004-00		DWM800 external antenna…$58.50
002-05091-00		Charger, RMT Desktop charger 120Vac…$72.00
006-08193-00		Auxiliary 2-Camera Switch Box V2…$180.00
002-00028-00		SD Card Reader…$45.00
566-00143-00		Camera, Side Mount Adjustable for right or left side mounting…$292.50
740-00388-00		Panel Mount Remote Activation Switch…$11.70
740-00399-00		Footswitch, Maintained (18/2AWG, 6ft, bare leads)…$112.50
002-05030-00		Drop Mount Adapter…$36.00
002-05112-00		Windshield Mount Adapter Kit, Dodge Charger…$67.50

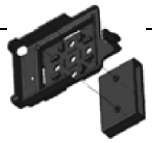
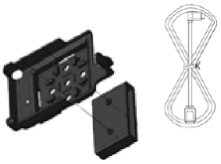
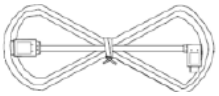
DVM-500Plus Accessories

002-00127-RET	Picture Not Available	32GB CF Card…$84.00

FirstVu HD Parts and Accessories

Standard Parts List

Item	Part Number	Qty	Description
1	050-10110-xx	1	FirstVu HD Camera…$171.00
2	050-10177-00	1	FirstVu HD DVR…$445.50
3	008-0100	1	Cable, USB 2.0 Type A to Mini-B…$8.10
4	050-10101-00	1	Velcro Mount…$4.00
5	050-10090-00	1	Fabric Clip…$4.00
6	860-00241-00	1	Quick Reference Guide…$0.00
7	050-10096-00	1	Button Mount…$9.00
8	009-00004-00	1	Home Charger…$23.00
9	009-00005-00	1	Car Charger…$18.00
10	135-00398-00	1	FirstVu HD Battery…$25.00
11	009-00008-01	1	Battery Charger…$28.00
12		1	Wedge Mount Kit…$0.00

FirstVu HD Mounting Options and Accessories			
Picture	**Description & P/N**		
	FirstVu HD Camera Kit. 11” Camera Cable: $795.00		FirstVu HD Camera Kit. 48” Camera Cable: $795.00
	Car Mount Kit 002-05117-00: $58.50		Belt Mount Kit 002-05126-00: $22.50
	Leather Pouch w/Extension Cable 002-05132-00: $40.50		Belt Loop Holster w/Extension Cable 002-05131-00: $40.50
	Camera Extension, Cable, 3ft: $26.10		

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 9
to
CONTRACT NO. 071B1300202
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Digital Ally, Inc.	Jessica Bishop	jessica.bishop@digitalallyinc.com
9705 Loiret Blvd.	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Lenexa, KS 66219	913-814-7774	*****4269

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MSP DNR	Lt. Ronald Gromak Jim Dubbs	517-322-5598 517-335-3436	gromakr@michigan.gov dubbsj@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Sue Cieciwa	517-284-7007	cieciwas@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Digital In-Car Video Systems - Michigan State Police and Department of Natural Resources			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 3, 2011	December 7, 2013	2 - 1 Year	December 7, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		30 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐No
MINIMUM DELIVERY REQUIREMENTS			
One (1) Unit			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 7, 2016
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
$7,320,371.00	$ 0.00	$7,320,371.00		

DESCRIPTION: Please note effective March 10, 2016, the Contractor contact has been changed from Heath Bideau to:

Jessica Bishop
Email: jessica.bishop@digitalallyinc.com
Phone: 913-814-7774

All other terms, conditions, specifications and pricing remain the same. Per contractor request and DTMB Procurement approval.

Form No. DTMB-3521 (Rev. 7/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 8

to

CONTRACT NO. 071B1300202

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Digital Ally, Inc.	Heath Bideau	heath.bideau@digitalallyinc.com
9708 Loiret Boulevard	**PHONE**	**CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)**
Lenexa, KS 66219	(800) 440-4947, (913) 814-7774	4269

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MSP DNR	Lt. Ronald Gromak Jim Dubbs	(517) 322-5598 (517) 335-3436	gromakr@michigan.gov dubbsj@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Sue Cieciwa	(517) 284-7007	cieciwas@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Digital In-Car Video Systems – Michigan State Police and Department of Natural Resources

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 15, 2011	December 7, 2013	2, 1 year options	December 7, 2015

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45 Days	30 Days ARO

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

One (1) Unit

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☒	One Year	December 7, 2016

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$6,530,371.00	$790,000.00	$7,320,371.00

DESCRIPTION: Effective December 8, 2015 this contract is extended one year; and is increased by $790,000.00. The revised contract expiration date is December 7, 2016. Please note the Program Manager for Michigan State Police has been changed to Lt. Ronald Gromak. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

Form No. DTMB-3521 (Rev. 2/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7

to

CONTRACT NO. 071B1300202

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Digital Ally, Inc.	Heath Bideau	heath.bideau@digitalallyinc.com
9705 Loiret Boulevard	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Lenexa, KS 66219	(800) 440-4947, (913) 814-7774	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MSP	Sgt. Darryl Allen	(517) 336-6372	allen18@michigan.gov
PROGRAM MANAGER	DNR	Jim Dubbs	(517) 335-3436	dubbsj@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Sue Cieciwa	(517) 284-7007	cieciwas@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:

Digital In-Car Video Systems – Michigan State Police and Department of Natural Resources

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 15, 2011	December 7, 2013	2, 1 year options	December 7, 2015

PAYMENT TERMS	F.O.B.	SHIPPED TO
Net 45 Days	Delivered	30 Days ARO

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

One (1) Unit

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		December 7, 2015

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$6,530,371.00	$0.00	$6,530,371.00

DESCRIPTION:

Effective 3/19/2015 pricing on this contract is hereby updated, per Attachment A Price. All other terms, conditions, specifications and pricing remain the same. Per contractor proposal and agency agreement, and DTMB Procurement approval.

ATTACHMENT A

1 - COMPLETE PACKAGE: $5,177.00 each		**(Change Notice #7)**
DMV-800 (Includes 5-year Advanced Exchange Warranty)		
	32 GB internal memory & 32 GB SD card	
	Wi-Fi Dongle	
	Interface Box	
	GPS Module	
	12X Front Facing Camera	
	DWM-800 2.4 GHz Wireless Microphone (One (1) mic per kit)	
	One (1) DWM-800 Microphone Holster	
	Choice of one (1): Rear Seat IR Camera or License Plate Backup Camera	
FIRST VU HD (see below for items included)		
VULINK		
2 - MICHIGAN STATE POLICE PACKAGE: $4,127.00 each		**(Change Notice #7)**
DMV-800 (Includes 5-year Advanced Exchange Warranty)		
	32 GB internal memory & Two (2) 32 GB SD card	
	Wi-Fi Dongle	
	Interface Box	
	GPS Module	
	12X Front Facing Camera	
	Two (2) DWM-800 2.4 GHz Wireless Microphone	
	Siren Interface Module	
	Camera Switch Toggle	
	Home/Desk Mic Charging Kit	
	One (1) DWM-800 Microphone Holster	
3 - MSP COMPLETE PACKAGE: $5,327.00 each		**(Change Notice #7)**
DMV-800 (Includes 5-year Advanced Exchange Warranty)		
	32 GB internal memory & Two (2) 32 GB SD card	
	Wi-Fi Dongle	
	Interface Box	
	GPS Module	
	12X Front Facing Camera	
	Two (2) DWM-800 2.4 GHz Wireless Microphone	
	Siren Interface Module	
	Camera Switch Toggle	
	Home/Desk Mic Charging Kit	
	One (1) DWM-800 Microphone Holster	
FIRST VU HD (see below for items included)		
VULINK		
4 - BASIC PACKAGE: $3,995.00 each		**(Change Notice #6)**
DMV-800 (Includes 5-year Advanced Exchange Warranty)		
	32 GB internal memory & 32 External GB SD card	
	Wi-Fi Dongle	
	Interface Box	
	GPS Module	
	12X Front Facing Camera	
	DWM-800 2.4 GHz Wireless Microphone (One (1) microphone per kit)	
	Choice of one (1): Rear Seat IR Camera or License Plate Backup Camera	
FIRST VU HD (see below for items included)		
VULINK		
OPTIONAL EXTRA EQUIPMENT FOR THE DVM-800:		**(Change Notice #7)**
	DWM-800 2.4 GHz Wireless Microphone	**$238.50**
	DWM-800 Microphone Holster	**$27.00**
	32 GB SD card	**$40.00**
	License Plate Backup Camera or Rear Seat IR Camera	**$269.00**

FIRST VU HD Kit: $795.00 each	**(Change Notice #7)**
First-VU HD Kit Includes:	

	1 Year Advanced Exchange Warranty 32 GB Internal Memory Two (2) Rechargeable Batteries Charger w/110V AC Wall & 12V DC Auto Plugs Fabric Clip, Button Mount, & Velcro Mount 3.3 ft. USB 2.0 Cable	
VULINK		**(Change Notice #7)**
		$475.00 each

Standard Parts Kit (001-00038-10)

Part Number		Description
006-08208-32		DVM-800, 32GB…$1,696.50
006-08210-00		IF Box (model IFE-20)…$135.00
008-01388-00		Cable, Main Power to IF Box 3.1m (10.1ft.)…$31.50
008-01386-01		Cable, IF Box to DVM 4.6m (15.0ft.)…$36.00
002-05095-00		DWM-800 System, Includes Wireless Microphone, Charging Cradle, Mounting Bracket, and Lapel Microphone…$328.50
004-09058-00		Back Seat Microphone for DWM-800, 20ft. 2.5mm plug…$45.00
008-01455-00		Cable, DWM-800 to DVM-800…$58.50
008-01464-00		Cable, IF Box RJ45 Sensor…$31.50
001-00010-20		Wi-Fi Assembly…$135.00
008-01410-00		GPS Module…$90.00
363-00050-00		SD card, 32GB…$72.00
006-0030		Visor Mount For external front camera…$22.50

External Camera Options

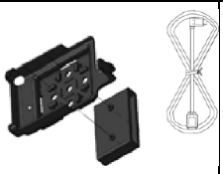
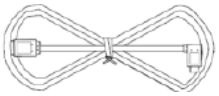
Kit Part Number	Kit Contents	Kit Content Images	Description
002-05136-12	566-00138-00 566-00134-00 008-01442-00 008-01390-00		**CAMERA OPTION 1** Front 12XC Camera Back Seat Camera with reverse image switch Includes cables
002-05136-21	566-00138-00 566-00141-00 008-01442-00 008-01390-00		**CAMERA OPTION 2A** Front 12XC Camera License Plate Backup Camera Includes cables
002-05136-22	566-00138-00 566-00144-00 008-01442-00 008-01390-00		**CAMERA OPTION 2B** Front 12XC Camera Mini Backup Camera* Includes cables
002-05136-32	566-00138-00 566-00134-00 566-00141-00 008-01443-00 008-01390-00		**CAMERA OPTION 3A** Front 12XC Camera Back Seat Camera with reverse image switch License Plate Backup Camera Includes cables…$199.00
002-05136-33	566-00138-00 566-00134-00 566-00144-00 008-01443-00 008-01390-00		**CAMERA OPTION 3B** Front 12XC Camera Back Seat Camera with reverse image switch Mini Backup Camera* Includes cables…$199.00

.

Optional Parts List

Part Number		Description
008-01382-00 008-01382-01 008-01382-02 008-01382-03		Backup Camera 25ft Extension Cable…$31.50 Backup Camera 40ft Extension Cable…$31.50 Backup Camera 60ft Extension Cable…$31.50 Backup Camera 15ft Extension Cable…$31.50
008-01386-02 008-01386-03		IF Box to DVM Power Cable 6.1m (20.0ft.)…$36.00 IF Box to DVM Power Cable 8.1m (26.5ft.) …$36.00
025-00004-00		DWM800 external antenna…$58.50
002-05091-00		Charger, RMT Desktop charger 120Vac…$72.00
006-08193-00		Auxiliary 2-Camera Switch Box V2…$180.00
002-00028-00		SD Card Reader…$45.00
566-00143-00		Camera, Side Mount Adjustable for right or left side mounting…$292.50
740-00388-00		Panel Mount Remote Activation Switch…$11.70
740-00399-00		Footswitch, Maintained (18/2AWG, 6ft, bare leads)…$112.50
002-05030-00		Drop Mount Adapter…$36.00
002-05112-00		Windshield Mount Adapter Kit, Dodge Charger…$67.50

Optional Accessories List

FirstVu HD Mounting Options and Accessories			
Picture	**Description & P/N**	**Picture**	**Description & P/N**
	FirstVu HD Camera Kit, Audio Always On, 11” Camera Cable…$795.00		FirstVu HD Camera Kit, Audio Always On, 48” Camera Cable…$795.00
	Car Mount Kit 002-05117-00…$58.50		FirstVu HD Docking Station Provides automated, simultaneous uploading and charging for up to 12 FirstVu HD devices plus 12 external batteries….$2695.50
	Belt Mount Kit 002-05126-00…$22.50		VuLink™ Standard Kit • Wireless in-car video link Automatically start recordings on your *Firstvu HD*™ using the same triggers as vehicle video systems, regardless of whether the unit is mounted or worn. $445.50
	Belt Loop Holster w/Extension Cable 002-05131-00…$40.50		
	Leather Pouch w/Extension Cable 002-05132-00…$40.50		
	Camera Extension, Cable, 3ft…$26.10		

Standard Parts List

Item	Part Number	Qty	Description
1	050-10110-xx	1	FirstVu HD Camera…$171.00
2	050-10177-00	1	FirstVu HD DVR…$445.50
3	008-0100	1	Cable, USB 2.0 Type A to Mini-B…$8.10
4	050-10101-00	1	Velcro Mount…$4.00
5	050-10090-00	1	Fabric Clip…$4.00
6	860-00241-00	1	Quick Reference Guide…$0.00
7	050-10096-00	1	Button Mount…$9.00
8	009-00004-00	1	Home Charger…$23.00
9	009-00005-00	1	Car Charger…$18.00
10	135-00398-00	1	FirstVu HD Battery…$25.00
11	009-00008-01	1	Battery Charger…$28.00

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 6

to

CONTRACT NO. 071B1300202

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Digital Ally, Inc. 9705 Loiret Boulevard Lenexa, KS 66219	Heath Bideau	heath.bideau@digitalallyinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 440-4947 (913) 814-7774	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP	Sgt. Darryl Allen	(517) 336-6372	allend18@michigan.gov
	DNR	Jim Dubbs	(517) 335-3436	dubbsj@michigan.gov
BUYER	DTMB	Sue Cieciwa	(517) 284-7007	cieciwas@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Digital In-Car Video Systems – Michigan State Police and Department of Natural Resources**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 15, 2011	December 7, 2013	Two One-Year Options	December 7, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	30 Days ARO	Grain Valley, MO

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:

One (1) Unit

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☐ No ☒ Yes	☒	☐	One Year	December 7, 2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$2,021,056.00	$6,530,371.00

Effective July 15, 2014, the last option year available on this Contract is exercised; therefore the Contract expiration date is hereby CHANGED to December 7, 2015.
In addition, this Contract is hereby INCREASED by $2,021,056.00.
The following equipment is hereby ADDED to this Contract (per attached).
All other terms, conditions, specifications and pricing remain the same.
Per agency requests dated June 12, 2014 and June 17, 2014, vendor agreement dated June 4, 2014, and State Administrative Board approval on July 15, 2014.

Change Notice Number 6
Contract Number 071B1300202

The following equipment is hereby ADDED to this Contract:

DMV-800 (Includes 5-year Advanced Exchange Warranty) $3,995.00 per unit

Includes:

- 32GB Internal memory & 32 GB External SD Card
- Wi-Fi Dongle
- Interface Box
- GPS Module
- 12X Front Facing Camera
- DWM-800 2.4GHz Wireless Microphone (One (1) microphone per kit)
- Option of one (1): Rear Seat IR Camera or License Plate Backup Camera

Optional Equipment:

DWM-800 2.4 GHz Wireless Microphone	$238.50 each
32 GB SD Card	$40.00 each
License Plate Backup Camera and Rear Seat IR Camera	$269.00 each

FirstVu HD Kit $945.00 each

Includes:

- 1 year Advance Exchange Warranty
- 32GB Internal Memory
- Two (2) Rechargeable Batteries
- Charger w/110V AC Wall & 12V DC Auto Plugs
- Fabric Clip, Button Mount, Velcro Mount
- 3.3 ft. USB 2.0 Cable

Standard parts and options, per attached.

DVM-800 Standard Parts Kit (001-00038-10)...$3995.00*

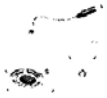
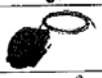
*DVM-800 includes 5 year advance-exchange warranty

Part Number		Description
006-08208-32		DVM-800 (mirror only), 32GB...**$1696.50**
006-08210-00		IO box (model IFE-20)...**$135.00**
002-05095-00		Wireless Microphone and charging cradle, DWM-800 System...**$328.50**
008-01388-00		Cable, Main Power 3.1m (10.1ft.)...**$31.50**
008-01455-00		Cable, DWM-800 to DVM-800...**$58.50**
008-01464-00		Cable, IO Box RJ45 Sensor ...**$31.50**
004-09058-00		Cable, Back Seat Microphone to DWM-800, 20ft. 2.5mm plug...**$45.00**
008-01386-01		Cable, IO Box to DVM 4.6m (15.0ft.)...$36.00
001-00010-00		Wi-Fi Assembly...**$135.00**
008-01410-00		GPS Module...**$90.00**
363-00050-00		SD card, 32GB...**$72.00**
006-08255-00		Visor Mount For external front camera...**$22.50**

DVM-800 External Camera Options

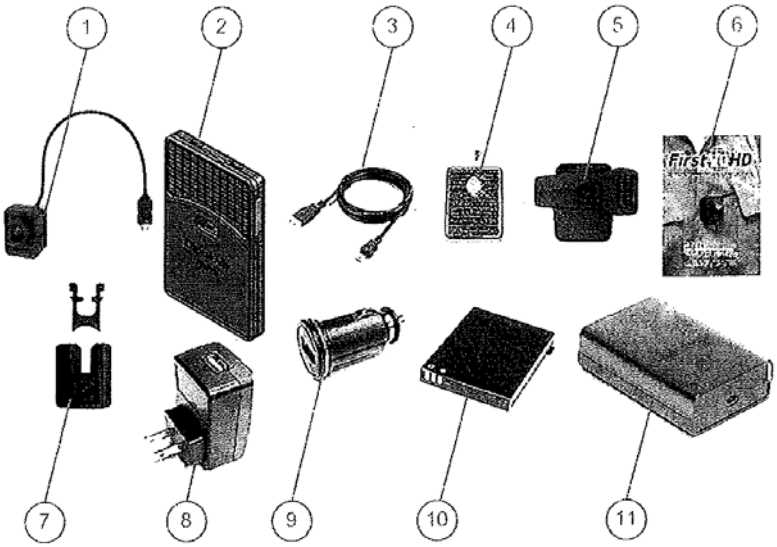
Kit Part Number	Kit Contents	Kit Content Images	Description
002-05136-10	566-00127-00 008-01442-00 008-01390-00 566-00039-00		**CAMERA OPTION 1a (standard)** Front 10x camera and back seat camera with cables. Reverse image backseat camera
002-05136-11	566-00127-00 008-01442-00 008-01390-00 566-00040-00		**CAMERA OPTION 1b** Front 10x camera and back seat camera with cables. Normal image backseat camera
002-05136-20	566-00127-00 566-00038-00 008-01442-00 008-01390-00		**CAMERA OPTION 2** Front 10x camera and backup camera with cables
002-05136-30	566-00127-00 566-00038-00 008-01443-00 008-01390-00 566-00039-00		**CAMERA OPTION 3a (standard)** Front 10x camera, back seat camera (reverse image), and backup camera with cables...$199.00
002-05136-31	566-00127-00 566-00038-00 008-01443-00 008-01390-00 566-00040-00		**CAMERA OPTION 3b** Front 10x camera, back seat camera (normal image), and backup camera with cables...$199.00

DVM-800 Optional Parts List

Part Number		Description
008-01382-00 008-01382-01 008-01382-02 008-01382-03		Backup Camera 25ft Extension Cable...**$31.50** Backup Camera 40ft Extension Cable...**$31.50** Backup Camera 60ft Extension Cable...**$31.50** Backup Camera 15ft Extension Cable...**$31.50**
008-01386-02 008-01386-03		IO Box to DVM Power Cable 6.1m (20.0ft.)...**$36.00** IO Box to DVM Power Cable 8.1m (26.5ft.)...**$36.00**
025-00004-00		DWM800 external antenna...**$58.50**
002-05091-00		Charger, RMT Desktop charger 120Vac...**$72.00**
006-08193-00		Assembly, Auxiliary Camera Switch Box...**$180.00**
002-00028-00		SD Card Reader...**$45.00**
566-00042-01 566-00042-02 566-00042-03 566-00042-04		Camera, Side Mount Right, white (-01)...**$292.50** Camera, Side Mount Right, black (-02) ...**$292.50** Camera, Side Mount Left, white (-03) ...**$292.50** Camera, Side Mount Left, black (-04) ...**$292.50**
740-00388-00		Panel Mount Remote Activation Switch ...**$11.70**
740-00399-00		Footswitch, Maintained (18/2AWG, 6ft, bare leads) **$112.50**
002-05030-00		Drop Mount Adapter ...**$36.00**
002-05102-00		Kit, Big Ball Mount Adapter...**$45.00**
002-05112-00		Windshield Mount Adapter Kit, Dodge Charger ...**67.50**

FirstVu HD Standard Parts List

Standard Kit Part Number 001-00203-00... **$945.00**



Standard Parts List			
Item	**Part Number**	**Qty**	**Description**
1	050-10110-00	1	Assembly, FirstVu HD Camera...**$171.00**
2	050-10091-00	1	Assembly, FirstVu HD DVR...**$445.50**
3	008-0100	2	Cable, USB 2.0 Type A to Mini-B, 3.3 ft.....**$8.10**
4	050-10101-00	1	Kit, Velcro Mount...**$4.00**
5	050-10090-00	1	Assembly, Fabric Clip...**$4.00**
6	860-00182-00	1	FirstVu HD Quick Reference Guide...**n/c**
7	050-10096-00	1	Assembly, Button Mount...**$9.00**
8	009-00004-00	1	Charger, 110Vac wall to USB Type A ...**$23.00**
9	009-00005-00	1	Charger, 12Vdc Auto Plug to USB Type A ...**$18.00**
10	135-00398-00	2	Battery, 3.7V 2200mAh Li-Po ...**$25.00**
11	009-00008-00	1	Charger, Battery...**$28.00**

FirstVu HD Optional Accessories List

Part Number	Description
001-00204-11-A	FirstVu HD Camera Kit, Audio Always On, 11" Camera Cable...**$945.00**
001-00204-48	FirstVu HD Camera Kit, Audio Always On, 48" Camera Cable...**$945.00**
001-05117-00	Assembly, FirstVu HD Car Mount Kit...**$58.50**
002-05126-00	Assembly, FirstVu HD Belt Mount Kit...**$22.50**
002-05131-00	Assembly, FirstVu HD Belt loop holster w/Extension Cable...**$40.50**
002-05132-00	Assembly, FirstVu HD Leather Pouch w/Extension Cable...**$40.50**
008-01435-00	Cable, FirstVu HD Camera Extension, 3ft....**$26.10**
001-0950-00	VuLink™ Standard Kit (wireless in-car video link)...**$445.50**
001-0960-00	FirstVu HD Docking Station (supports 12 FirstVu + 12 batteries)..**$2695.50**

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
to
CONTRACT NO. 071B1300202
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Digital Ally, Inc. 9705 Loiret Boulevard Lenexa, KS 66219	Heath Bideau	heath.bideau@digitalallyinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 440-4947 (913) 814-7774	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP	Sgt. Ron Gromak	(517) 322-4498	gromakr@michigan.gov
	DNR	Jim Dubbs	(517) 335-3436	dubbsj@michigan.gov
BUYER	DTMB	Lymon Hunter	(517) 241-1145	hunterl@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Digital In-Car Video Systems – Michigan State Police and Department of Natural Resources**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 15, 2011	December 7, 2013	Two One-Year Options	December 7, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	30 Days ARO	Grain Valley, MO

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:
One (1) Unit

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☒	☐	1 Year	12/6/2014

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$1,000,000.00	$4,509,315.00

Effective November 26, 2013, the first option year available on this Contract is hereby exercised. In addition, this Contract is hereby INCREASED by $1,000,000.00. The new Contract value is $4,509,315.00.

All other terms, conditions, pricing and specifications remain unchanged.

Per agency request, vendor agreement (email from Heath Bideau dated November 4, 2013), State Administrative Board approval dated November 26, 2013, and DTMB-Procurement agreement.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
to
CONTRACT NO. 071B1300202
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Digital Ally, Inc. 9705 Loiret Boulevard Lenexa, KS 66219	Heath Bideau	heath.bideau@digitalallyinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 440-4947 (913) 814-7774	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP	Sgt. Darryl Allen	(517) 336-6372	allend18@michigan.gov
	DNR	Jim Dubbs	(517) 335-3436	dubbsj@michigan.gov
BUYER	DTMB	Lymon Hunter	(517) 241-1145	hunterl@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Digital In-Car Video Systems – Michigan State Police and Department of Natural Resources**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 15, 2011	December 7, 2013	Two One-Year Options	December 7, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	30 Days ARO	Grain Valley, MO

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:
One (1) Unit

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$20,000.00	$3,509,315.00

Effective October 14, 2013, the Department of Natural Resources is hereby ADDED to this Contract. In addition, this Contract is hereby INCREASED by $20,000.00. The Contract Compliance Inspector for the Department of Natural Resources is:

Jim Dubbs
Phone: (517) 335-3436
Email: dubbsj@michigan.gov

All other terms, conditions, specifications and pricing remain the same. Per agency request dated October 8, 2013, DTMB, Procurement request dated October 14, 2013, and vendor agreement by email dated October 14, 2013.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3

to

CONTRACT NO. 071B1300202

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Digital Ally, Inc. 9705 Loiret Boulevard Lenexa, KS 66219	Heath Bideau	heath.bideau@digitalallyinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 440-4947 (913) 814-7774	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP	Sgt. Darryl Allen	(517) 336-6372	allend18@michigan.gov
BUYER	DTMB	Lymon Hunter	(517) 241-1145	hunterl@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Digital In-Car Video Systems – Michigan State Police**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 15, 2011	December 7, 2013	Two One-Year Options	December 7, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	30 Days ARO	Grain Valley, MO

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:

One (1) Unit

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		December 7, 2013

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$1,000,000.00	$3,489,315.00

Effective June 4, 2013 this Contract is hereby INCREASED by $1,000,000.00.

In addition, the vendor address is hereby CHANGED to:

Digital Ally, Inc.
9705 Loiret Boulevard
Lenexa, KS 66219

The vendor contact is hereby CHANGED to:

Heath Bideau
Phone: (800) 440-4947, (913) 814-7774
Fax: (913) 814-7774
Email: heath.bideau@digitalallyinc.com

All other terms, conditions, specifications and pricing remain the same.

Per agency request dated May 2, 2013, DTMB, Procurement approval, and State Administrative Board approval on June 4, 2013.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48913

CHANGE NOTICE NO. 2 (Revised)

To

CONTRACT NO. 071B1300202

Between

THE STATE OF MICHIGAN

And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Digital Ally, Inc.	**Russ Heron**	**Russell.herron@digitalallyinc.com**
7311 W. 130th Suite 170	TELEPHONE	CONTRACTOR #, MAIL CODE
Overland Park, KS 66213	**(913) 814-7774**	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	**MSP**	**Sgt. Darryl Allen**	**(517) 336-6372**	**allend18@michigan.gov**
BUYER:	**DTMB**	**Lymon Hunter**	**(517) 241-1145**	**hunterl@michigan.gov**

INITIAL CONTRACT SUMMARY:

DESCRIPTION: **DIGITAL IN-CAR VIDEO SYSTEMS – MICHIGAN STATE POLICE**

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Yrs.	**February 15, 2011**	**December 7, 2013**	**2, One-year options**
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	**Delivered**	**Per the attached specification**	**N/A**

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ YES ☐ NO

MINIMUM DELIVERY REQUIREMENTS:

One (1) Unit

DESCRIPTION OF CHANGE NOTICE:

OPTION EXERCISED: ☒ NO ☐ YES | IF YES, NEW EXPIRATION DATE:

Effective June 5, 2012, the following items are hereby added to this content:

- **DUM500 Plus Digital Video Mirror Kit**
- **Related Accessory Equipment**
- **32GB Compact Flash Card per the attached quote dated 2/17/2012.**

This Contract is also increased by $2,040,000.00. All other terms, conditions, pricing, and specifications remain the same. Per vendor (Eric McKee) dated February 17, 2012, agency (Vickie Olivarez) dated March 15, 2012 agreement, the approval of DTMB Procurement, and State Administrative Board approval dated August 7, 2012.

VALUE/COST OF CHANGE NOTICE:	**$2,040,000.00**

ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	**$2,489,315.00**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **December 1, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE No.1
TO
CONTRACT NO. 071B1300202
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	TELEPHONE: Russ Herron **(913) 814-7774**
Digital Ally, Inc. **7311 W. 130th Suite 170** **Overland Park, KS 66213** **Email: Russell.herron@digitalallyinc.com**	CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB**
Contract Compliance Inspector: Sgt. Darryl Allen **Digital In-Car Video Systems – Michigan State Police**	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: **February 15, 2011** To: **December 7, 2013**	
TERMS **N/A**	SHIPMENT **Per the attached specifications**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **One (1) Unit**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

This amendment is being published to add funds to this contract for Fiscal Year 2012 expenditures. The INCREASE is in the amount of $120,000.00. All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement and the approval of DTMB Procurement.

INCREASE: $120,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $449,315.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **February 18, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
TO
CONTRACT NO. 071B1300202
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Digital Ally, Inc.** **7311 W. 130th Suite 170** **Overland Park, KS 66213** **Email: Russell.herron@digitalallyinc.com**	TELEPHONE: Russ Herron **(913) 814-7774** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB**
Contract Compliance Inspector: Sgt. Darryl Allen **Digital In-Car Video Systems – Michigan State Police**	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: **February 15, 2011** To: **December 7, 2013**	
TERMS **N/A**	SHIPMENT **Per the attached specifications**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **One (1) Unit**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I0200149, this Contract Agreement and the vendor's quote dated July 6, 2010. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $142,285.71

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B1300202
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	TELEPHONE: Russ Herron **(913) 814-7774**
Digital Ally, Inc. **7311 W. 130th Suite 170** **Overland Park, KS 66213** **Email: Russell.herron@digitalallyinc.com**	CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon C. Hunter, CPPB**

Contract Compliance Inspector: Sgt. Darryl Allen
Digital In-Car Video Systems – Michigan State Police

CONTRACT PERIOD: **3 yrs. + 2 one-year options** From: **February 15, 2011** To: **December 7, 2013**

TERMS	SHIPMENT
N/A	**Per the attached specifications**
F.O.B.	SHIPPED FROM
Delivered	**N/A**

ALTERNATE PAYMENT OPTIONS:
☐ P-card ☐ Direct Voucher (DV) ☐ Other

MINIMUM DELIVERY REQUIREMENTS
One (1) Unit

MISCELLANEOUS INFORMATION:
THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I0200149, this Contract Agreement and the vendor's quote dated July 6, 2010. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $142,285.71

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I0200149. Orders for delivery will be issued directly by the Department of Michigan State Police through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:	**FOR THE STATE:**
Digital Ally, Inc. Firm Name	Signature
Authorized Agent Signature	**Lymon C. Hunter, CPPB** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Purchasing Operations** Division
Date	Date

STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Contract No. 071B1300202
Digital In-Car Video Systems

Buyer Name: Lymon C. Hunter, Buyer Specialist
Telephone Number: (517) 241-1145
E-Mail Address: HunterL@michigan.gov

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DEFINITIONS

"Days" means calendar days unless otherwise specified.

"24x7x365" means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

"Additional Service" means any Services/Deliverables within the scope of this Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Audit Period" means the seven year period following Contractor's provision of any work under this Contract.

"Bidder(s)" are those companies that submit a proposal in response to this CONTRACT.

"Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday, Office of State **Employer mandated furlough day**, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

"Blanket Purchase Order" is an alternate term for Contract and is used in the States computer system.

"Business Critical" means any function identified in any Statement of Work as Business Critical.

"Chronic Failure" is defined in any applicable Service Level Agreements.

"Deleted – Not Applicable" means that section is not applicable or included in this CONTRACT. This is used as a placeholder to maintain consistent numbering.

"Deliverable" means physical goods and/or commodities as required or identified by a Statement of Work

"DTMB" means the Michigan Department of Technology, Management and Budget

"Environmentally preferable products" means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

"Excusable Failure" has the meaning given in **Section 2.244.**

"Hazardous material" means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of this Contract).

"Incident" means any interruption in Services.

"ITB" is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the CONTRACT to potential Bidders

"Key Personnel" means any Personnel designated in **Section 1.031** as Key Personnel.

"New Work" means any Services/Deliverables outside the scope of this Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“SubContractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction” or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project

This Contract is for Digital In-Car Video Systems for the Michigan State Police (MSP), Traffic Safety Division, Traffic Safety Section, MiDEAL members, and participating National Association of State Procurement Officers (NASPO) member states and their political sub-divisions, and authorized local units of Government.

1.012 Background- Deleted-Not Applicable

1.020 Scope of Work and Deliverables

1.021 In Scope

This Contract is for the purchase, installation, service, and warranty, of Digital In Car Video systems equipment. The vendor will be responsible to provide video systems that include a minimum of one year manufacturer's warranty. Vendor will be expected to have personnel with the skill sets and experience to install this equipment into the vehicles and provide service maintenance as needed.

Contractor has submitted the DVM-500 Plus Digital In-Car Video System for your consideration. The purchase price submitted in this RFP includes installation, shipping, training, service, and a Two Year Warranty.

1.022 Work and Deliverable

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

The Contractor will be responsible to provide video systems that include a minimum of one year manufacturer's warranty. Contractor will be expected to have personnel with the skill sets and experience to install this equipment into the vehicles and provide service maintenance as needed. In addition, the Contractor shall provide at least seven (7) in-state service centers at the following locations:

- Two (2) being located in the Upper Peninsula, One (1) on the eastside of the State. One (1) on the Westside of the State, Two (2) in the Lansing area and One (1) in the Gaylord area. If the Contractor cannot provide seven (7) statewide services centers then training shall be provided at the vendors expense for MSP Radio Technicians (to be identified at a later date) to fulfill the location requirements.

Contractor's DVM-500 Plus Digital In-Car Video System comes standard with a Two Year Warranty and we also offer, at no additional charge our Advance Exchange Program. The most revolutionary Service Policy in the industry. During our Standard Two-Year Warranty Period, if your DVM has a service issue, our Technical Support Department will diagnose the problem. If we determine the problem to be a hardware issue, Contractor will send you a replacement module to fix the problem. Shipments reach most within 2 business days to keep down time to a minimum, see attached sheets for details. Because of this program we have not needed to set up service centers across the county. We firmly believe that our Advance Exchange Program will handle any service related issues quickly and efficiently to the satisfaction of our customers. However, we will be glad to provide training at our expense for MSP Radio Technicians to fulfill the locations requirements. Additional if required, we would not be opposed to setting up (7) in-state service centers at the locations requested, if awarded the Contract.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

Contractor will have the capacity to receive orders electronically, by phone, facsimile, and by written order. Contractor shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with

the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor must have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor sales representatives will make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. The Contractor will provide a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this Contract shall be ordered by issuance of a purchase order, unless otherwise defined within this Contract, orders will be issued by the Michigan State Police, MIDeal members, National Association of State Procurement Officers (NASPO) state and their sub-political units and various Local Law Enforcement Agencies.

All purchase orders are subject to the terms and conditions of this Contract. In the event of a conflict between a purchase order and this Contract, this Contract shall control.

If mailed, a purchase order is considered "issued" when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

Contractor provides a complete staff of customer service personal for pre-sales information, placing ordering, and post-sales service/training. We provide a toll-free number for calls within the United States (800-440-4947), email address (sales@digitalallyinc.com), web site (www.digitalallyinc.com), fax number (913-814-7774), and mailing address (Contractor, 7311 W. 130th, Suite 170, Overland Park, KS 66213). We accept orders electronically, by phone, facsimile, and by written order. Orders from the State of Michigan will only be accepted from authorized personnel provide by the State. All orders will be entered and electronically returned for confirmation. Any questions regarding orders submitted will be verified with the submitting agency before shipment. Russ Herron, Inside Sales Manager, will be specifically assigned to the State of Michigan accounts. Dan Freveletti is our Sales Representative that will be available for presentations, training, and on-site visitations.

Contractor also has full-time Product Support Specialists at our corporate office located in Overland Park, KS that can be contacted to provide technical support via our toll-free number and/or email and if necessary on-site assistance. Each Product Support Specialist is factory-trained on all aspects of the DVM and the Video Manager back office software by both our design engineers and our Director of Sales and Marketing, one of the original designers of the DVM system. Our specialists also do the final testing of all software upgrades, write and upgrade manuals, etc. so they are always up to date on our latest releases.

1.040 Project Plan

1.041 Project Plan Management

The Contractor will carry out this project under the direction and control of the Michigan State Police.

Contractor will provide a project manager to be available to meet monthly as a minimum, with the client agency's project director for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems that arise. We will also provide brief written monthly summaries of progress which outline the work accomplished during the reporting period; and provide notification of any significant deviation from previously agreed upon work plans.

1.042 Reports

This Contract is available for purchases by MiDEAL program members (authorized local units of government). Contractor must submit reports of purchasing activities to Purchasing Operations, DTMB on a quarterly basis. Reports shall include, at a minimum, an itemized listing of purchasing activities by each agency, with the agency name, and the total value of purchases for each agency, and a grand total of all purchases.

Contractor will submit reports of purchasing activities to Purchasing Operations, DTMB on a quarterly basis. Reports will include all items mentioned above, as well as others you may need in the future.

1.050 Acceptance

1.051 Criteria- Deleted-Not Applicable

1.052 Final Acceptance- - Deleted-Not Applicable

1.060 Proposal Pricing

1.061 Proposal Pricing

For authorized Services and Price List, see Attachment A.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See **www.michigan.gov/DTMB** for current rates.

State Administrative Fee

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals *two (2)* percent of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: Applicable State BPO Number, report amount(s), and reporting period covered.

Contractor must forward the check to the following address:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Please make check payable to: State of Michigan

1.062 Price Term

(X) Firm Fixed Price

Prices quoted are firm for the entire length of the Contract.

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback - Deleted-Not Applicable

1.070 Commodity Requirements and Terms

Product Quality

1.0701 Specifications

Please refer to Attachment B for the complete specification listing.

1.0702 Alternate Bids- Deleted-Not Applicable

1.703 Research and Development

Contractor is committed to developing the latest technology for the Law Enforcement, Commercial and Homeland Security markets. We have recently introduced our FirstVu™ Professional, Wearable Audio/Video System as well as our LaserAlly™ LIDAR Speed Measurement System. We plan on releasing our DVM-250 that is the first in a series of professional-quality event recorders being developed for the transportation industry and consumer use. We also have several new products currently under development for the Law Enforcement market that we be released in 2011. To meet these goals we have increased our engineering/technical staff by over 50% in the last year.

1.0704 Quality Assurance Program

Contractor has an ongoing product quality program based on 3 levels of Quality Control:

The 1st level is to ensure the component products we receive meet Contractor specifications from our suppliers. Since the majority of our DVM functionality is within the printed circuit boards, this has been our primary focus. Contractor continues to invest and improve in this area and has increased our sampling plan on all major assemblies, and critical assemblies to 100% inspection. A Supplier Quality Engineer ensures proactive resolution of any issues that may come up. Weekly Quality meetings are held with these suppliers to ensure continuous feedback. In-circuit and functional tests on all major assemblies at all major suppliers have significantly improved the end product.

The 2nd level of Quality Control is to ensure our manufacturing processes create a quality –built product. This is a combination of continuously improved work instructions as well as increased sub-assembly test at all levels of production assembly with inspection at critical process steps. There is a dedicated team on the production line. Each person is involved daily with quality improvements. Quality Data is collected at each test and inspection point to our factory and put into a Quality Database and then is discussed at a daily morning quality meeting of the teams. Visual Factory charts are used to track quality trends, determine Pareto of issues and track action items for resolution. All issues are also discussed at the morning meetings and actions are taken to both improve the process and to improve the Quality screening techniques. Additional Tests are added as screens to ensure issues are caught before they get to the final product state.

The 3rd Level Quality Control is Final Product Testing and Acceptance. To ensure that products meet their specifications, all functions of the DVM-500 Plus are validated as part of an extensive final test procedure. Our test philosophy is to test the complete systems that the customer will receive. All peripheral devices like cameras and wireless microphones, as well as all cables are tested as a complete system. The final test is preformed after a 24 hour ambient temperature burn-in which includes the unit under operation during this time. As issues are found in the field, we continuously review and change our test procedures to improve the quality of our screening. All test procedures are under engineering control so that as software and hardware revisions are made the test procedures are updated accordingly. Our Environmental Stress Screening Strategy includes elevated temperature extremes at the operation limits of the unit. Also included is a vibration profile that allows for screening of any intermittent type problems that simulates the actual environment the unit is used in. These tests greatly reduce any infant mortality issues that our customers could potentially come up. This also increases the long-term reliability of our products.

1.704 Warranty for Products or Services

Warranty

Contractor provides a 2-year warranty/maintenance agreement on the DVM system. The warranty includes any defects in materials or workmanship on all system components as well as all software upgrades not requiring hardware revisions. The DVM is a completely solid state device that does not require any scheduled maintenance. The warranty/maintenance period will begin from the date of installation. See attached ***Limited Warranty for Model DVM-500 Plus*** for details.

Contractor, Inc. offers an "Advanced Exchange Program". The most revolutionary Service Policy in the industry. During our Standard Two-Year Warranty Period, if your DVM has a service issue, our Technical Support Department will diagnose the problem. If we determine the problem to be a hardware issue, Contractor will send you a replacement module to fix the problem. Shipments reach most within 2 business days to keep down time to a minimum. See attached ***Advanced Exchange Program*** for details.

1.0706 Training

Contractor's approach to training is that it is vital to insure that the customer first understands the operation of our system, but also is able to fully utilize all the features available. We have also found that well trained users have much fewer problems than users who have not been trained properly. We are prepared to take whatever steps necessary to train every user for the Michigan State Patrol and individual participating agencies, and not just at the initial time of order placement, but in future years as needed. This training would include ordering, shipping, billing, receiving, product operation, installation, software and safety issues. Our Sales Agent for the State of Michigan, Dan Freveletti, will be available, as well as our customer support and engineering staff, if needed. Below are training outlines to show the subjects that would be covered:

Model DVM-500 Plus
Operator Training Outline

A. Introduction
B. Terminology
C. General Record Considerations
D. Initial Set UP
E. System Components
F. Operating Mode
G. Menu Mode
H Settings Menu
I. Troubleshooting
J. Questions & Answers

VideoManager Software
Operator Training Outline

A. Introduction
B. System Requirements
C. Installation
D. Setup Users
E. Setup Events
F. Activate CF Card

G. Main Window
H Erase/Format CF Card
I. System Settings
J. Video Player
K. Move Video Files
L. Copy to CD
M. Copy to Data DVD
N. Burn Movie DVD
O. Archive/Auto Archive
P. Set to Active
Q. Delete/Auto Delete
R. System Logs/Event Logs
S. Export GPS Data
T. Exiting Video Manager
U. Questions & Answers

Model DVM-500 Plus
Installation Training Outline

A. Introduction
B. DVM-500 Plus Installation Kit Review
C. Removing Factory Mirror
D. Installing Mount to DVM & Windshield
E. Installing Main, Camera, and GPS Cable
F. Connecting Triggers/Sensors
G. Installing Front Camera Mount
H Wiring Connections Chart
I. Key Lock
J. Installing CF Card
K. Testing Unit

1.0707 Special Programs- Deleted-Not Applicable

1.0708 Security

This Contract may require frequent deliveries to State of Michigan facilities. Bidders shall discuss in their proposals all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, Bidders shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, Bidders shall provide the results of all security background checks.

Upon review of the security measures included in a Bidder's proposal and if that Bidder is awarded this Contract, the State will decide whether to issue State ID badges to the Bidder's delivery personnel or accept the ID badge issued to delivery personnel by the Bidder.

The State may decide to also perform a security background check. If so, Bidders will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful).

Contractor does perform a background check for all of our employees that have been hired over the past two years. We will be happy to cooperate with additional security background checks that the State feels is necessary for employees that would be on State facilities.

Delivery Capabilities

1.0709 Time Frames

Contractor delivery terms will be (30) Days ARO. However, we have made a company commitment to maintain a large stock of finished goods at all times so we can immediately ship customer orders. Our normal delivery time is less than (10) days on quantities less then (50) systems. We have in the past, been able to ship State Agency orders of up to (175) systems within (3) days of receipt of order. We will work with ordering agencies to provide the quickest delivery possible, and if needed we will work with special delivery methods to provide product within the time requested by the agency placing the order.

1.710 Minimum Order

The minimum order quantity is one unit.

1.0711 Packaging

Contractor will provide packaging that most closely meets the packaging and containers requested by the ordering agency.

1.0712 Palletizing

Contractor, whenever possible or requested, will utilize pallet for the shipments whenever economically feasible.

1.0713 Delivery Term

Prices shall be "F.O.B. Delivered" with transportation charges prepaid on all orders of one (1) or more, or on all orders totaling or in excess of the Contractor's minimum order requirement stated on the Item Listing.

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages

If the Contractor fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from the Contractor's invoice for the amount that was charged and the amount that would have been charged if the requested carrier had been used.

Contractor agrees to the shipping terms specified herein regarding FOB terms and freight charges. Contractor uses FedEx and FedEx Ground.

1.0714 Contract Performance

Termination: Contractor has not had a contract terminated for default in the last three years.

1.0715 Place of Performance

Place of Performance Full address	**Owner/Operator of facility to be used**	**Percent (%) of Contract value to be Performed at listed Location**
1218 Valley Ridge Drive	Digital Ally Production facility	85%
Grain Valley, MO 64029		

1.0716 Environmental Requirements- Deleted-Not Applicable

1.0717 SubContractors

Indicate below **ALL** work to be subcontracted under any resulting Contract (use additional attachment if necessary; estimates are acceptable):

Description of Work to be sub-contracted	**Percent (%) of total contract value to be sub-contracted**	**Sub-Contractor's name and principal place of business (City and State)**
Digital Ally does not intend to subcontract out any work under this contract		

1.0718 Reports and Meetings

(a) Reports.
Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

(i) separately address Contractor's performance in each area of the Services;

(ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;

(iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;

(iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;

(v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;

(vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and SubContractors) in performing the Project versus hours budgeted by Contractor.

(vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.

(viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.

(ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.
Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

1.0719 Samples/Models- Deleted-Not Applicable

1.080 Additional Requirements

1.081 Additional Terms and Conditions specific to this Contract

Principal Period of Maintenance (PPM) Explanation

Principle Period of Maintenance (PPM) will be the same hours as the State's normal post open hours (currently Monday through Friday, 8:00 A.M. to 4:00 P.M., excluding a one (1) hour lunch period, excepting State observed holidays).

The PPM hours may be changed upon thirty (30) days written notice by mutual agreement, except the Contractor shall make every reasonable effort to change his schedule in a shorter period of time.

The Contractor will proceed expeditiously to complete the repair of any defect or failure reported by the State in the shortest practicable time except that it shall not exceed five (5) State working days following notice of defect unless agency and Contractor mutually agree on alternate repair arrangements. Such alternate arrangements shall be made within five (5) State working days of defect notice. If the Contractor fails to repair the equipment within five (5) State working days, the State shall have as its option the right to obtain the required repair from other sources, or to complete the work itself and hold the Contractor liable for any cost incurred.

The State as it option for amounts due may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

If the Contractor fails to remit amounts due, these claims shall be subject to the standard State of Michigan Collection Claim Procedures by the State Treasury Department, in addition failure to remit amounts due may be considered cause for a Contractor to be considered in default.

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of three (3) years beginning February 15, 2011 through December 7, 2013. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of this Contract, unless otherwise extended under this Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of this Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. This Contract may be renewed for up to two (2) additional one (1) year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of this Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under this Contract, including the purchase of necessary materials, until both parties have signed this Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against this Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during this Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**

(b) In the event of any inconsistency between the terms of this Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of this Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.008 Form, Function & Utility

If this Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of this Contract is severable from all other provisions of this Contract and, if one or more of the provisions of this Contract is declared invalid, the remaining provisions of this Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

2.012 Survival

Any provisions of this Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations and the Michigan State Police (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Lymon C. Hunter, CPPB
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: HunterL@Michigan.Gov
Phone: 517.241.1145

2.022 Contract Compliance Inspector (CCI)

After DTMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with the Michigan State Police will direct the person named below, or any other person so designated, to monitor and coordinate the activities for this Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of this Contract as that authority is retained by DTMB Purchasing Operations**. The Contract Compliance Inspector for this Contract is:

Sgt. Darryl Allen
Michigan State Police
333 S. Grand Ave.
Lansing, MI 48933
Email: AllenDA@michigan.gov
Phone: (517) 241-0539

2.023 Project Manager

The following individual will oversee the project:

Sgt. Darryl Allen
Michigan State Police
333 S. Grand Ave.
Lansing, MI 48933
Email: AllenDA@michigan.gov
Phone: (517) 241-0539

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

(a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.

(c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

2.025 Notices

Any notice given to a party under this Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:
State of Michigan
Purchasing Operations
Attention: Lymon C. Hunter, Buyer Specialist
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Digital Ally

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its SubContractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and SubContractors during the performance of this Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in this Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under this Contract.

2.029 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform this Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under this Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under this Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to this Contract and Contract or project to which it relates shall not be made without prior written State approval, and then only in

accordance with the explicit written instructions from the State. No results of the activities associated with this Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor and its SubContractors, if any under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under this Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute 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 unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at http://www.cpexpress.state.mi.us. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved SubContractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a SubContractor. For the purposes of this Contract, independent Contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and SubContractor is an independent Contractor relationship.

2.062 Contractor Key Personnel - Deleted-Not Applicable

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on this Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any SubContractors to cooperate with the State and its agents and other Contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other Contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities.

The State acknowledges that Contractor's time schedule for this Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impede Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, this Contract must include a list of SubContractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve SubContractors and to require the Contractor to replace SubContractors found to be unacceptable. The Contractor is totally responsible for adherence by the SubContractor to all provisions of this Contract. Any change in SubContractors must be approved by the State, in writing, prior to such change.

2.068 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for this Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a SubContractor unless the Department of Technology, Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all SubContractors and to require Contractor to replace any SubContractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement SubContractor(s) for the removed SubContractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed SubContractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed SubContractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

2.073 SubContractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the SubContractor, to the extent of the Services to be performed by the SubContractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any SubContractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its SubContractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to SubContractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any SubContractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the SubContractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any SubContractors.

2.075 Competitive Selection

The Contractor shall select SubContractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.080 State Responsibilities

2.081 Equipment- Deleted-Not Applicable

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) 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 State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel will be expected to 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. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by this Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements Deleted-Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of

Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and SubContractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, 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 scope of responsibility, 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 and of any SubContractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the SubContractor's obligations under this Section and of the employee's obligation to Contractor or SubContractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of this Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have

access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with this Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any SubContractor of Contractor performing services in connection with this Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to this Contract and to the Services, equipment, and commodities provided under this Contract) pertaining to this Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of this Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.

(b) This Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with this Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of this Contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one year commencing upon the first day following Final Acceptance.

Within five (5) business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with this Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.126 Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any SubContractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.
See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:

$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

2.132 SubContractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its SubContractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those SubContractors. Alternatively, Contractor may include any SubContractors under Contractor's insurance on the coverage required in this Section. SubContractor(s) must fully comply with the insurance coverage required in this Section. Failure of SubContractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Technology, Management and Budget. The notice must include this Contract or Purchase Order number affected. Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30

days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its SubContractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its SubContractors, the indemnification obligation under this Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its SubContractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its SubContractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. 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. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches this Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any CONTRACT issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for this Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under this Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from this Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches this Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates this Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if this Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed thirty (30) days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's SubContractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's SubContractors or vendors. Contractor will notify all of Contractor's SubContractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of this Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(a) Reconciling all accounts between the State and the Contractor;
(b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders – Deleted – Not Applicable

2.182 Cancellation or Expiration of Stop Work Order- Deleted – Not Applicable

2.183 Allowance of Contractor Costs- Deleted-Not Applicable

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to this Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under this Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under this Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of this Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate this Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each SubContractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of this Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to this Contract, must not enter into a contract with a SubContractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of this Contract, the name of Contractor as an employer or the name of the SubContractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.204 Prevailing Wage- Deleted-Not Applicable

2.210 Governing Law

2.211 Governing Law

This Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of

United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each SubContractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each SubContractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of this Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any SubContractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any SubContractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any SubContractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a SubContractor) to continue to perform this Contract according to its terms and conditions, or

(ii) whether Contractor (or a SubContractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

(a) Contractor and its SubContractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and

(b) Contractor and its SubContractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB PurchOps.

(2) Contractor must also notify DTMB PurchOps within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor must also notify DTMB PurchOps within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure - - Deleted-Not Applicable

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

(a) the Contractor files for protection under the bankruptcy laws;

(b) an involuntary petition is filed against the Contractor and not removed within 30 days;

(c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
(d) the Contractor makes a general assignment for the benefit of creditors; or
(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
(b) Without limiting the generality of **Section 2.241(a),** Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to this Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.
(d) Should the State of Michigan issue an Executive Order thru the Office of State Employer mandating furlough days, the furlough days will not be considered a Business Day. The Contractor will not seek additional costs from the State for project schedule extensions to the extent such extensions are needed due to Contractor's inability to complete deliverables and milestones in accordance with the project schedule as a result of the above mentioned furlough days.

2.242 Service Level Agreements (SLAs)- Deleted-Not Applicable

2.243 Liquidated Damages - Deleted-Not Applicable

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under this Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its SubContractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the

State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under this Contract for so long as the delay in performance continues; (b) the State may terminate any portion of this Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its SubContractors will not relieve Contractor of its obligations under this Contract except to the extent that a SubContractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the SubContractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables - Deleted-Not Applicable

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.

(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.
Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

2.253 Testing

(a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3)

inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.

(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables- Deleted-Not Applicable

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business

Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State - Deleted-Not Applicable

2.262 Vesting of Rights- Deleted-Not Applicable

2.263 Rights in Data

(a) The State is the owner of all data made available by the State to the Contractor or its agents, SubContractors or representatives under this Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under this Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into this Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dit.

2.272 Acceptable Use Policy - Deleted-Not Applicable

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MiDEAL

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Technology, Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The contract vendor must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT ALL CONTRACTS RESULTING FROM THIS RFP WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS, AS WELL AS, PARTICIPATING NASPO MEMBER STATES AND THEIR POLITICAL SUB-DIVISIONS.

Please Visit Mi DEAL at www.michigan.gov/mideal under MiDEAL.

Estimated requirements for authorized local units of government **are not** included in the quantities shown in this CONTRACT.

2.282 State Employee Purchases - Deleted-Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials

in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:
For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.
(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:
The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance:
Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.301 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under this Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

Attachment A, Price

Quantity	Unit of Issue	Description	Unit Price	Extended Price
500	EA	Rearview mirror contained system. To include one (1) wear standard warranty, installation and training. Make: Digital Ally Model: DVM-500 or Approved Alternate Bidding Make: Digital Ally Model: DVM-500 Plus	$4,495.00 *Includes (2) year standard warranty, installation, and training. Net % 30 Days Pricing Valid for 120 Days	$2,247,500.00 *Includes (2) year standard warranty, installation, and training. Net % 30 Days
	EA	Extended warranty for year two (2) and beyond for each model Digital Ally DVM-500 Kustom Digital Eyewitness G3-Vision Kustom Digital Eyewitness ION-Eclipse	$300.00 per year/per DVM-500 Plus System for a total of (3) years beyond the standard (2) year warranty Net % 30 Days Pricing Valid for 120 Days	
	EA	Additional installation and repair training for State of Michigan Radio Technicians	$4,000.00 Net % 30 Days Pricing Valid for 120 Days	
	EA	Removal and reinstallation in new vehicle	$350.00 Per System Net % 30 Days Pricing Valid for 120 Days	

Attachment B – Specifications for In-Car Video Equipment

System Description

1. The Digital Patrol Car Surveillance System shall consist of a windshield mounted miniature camera, rear view mirror contained system or overhead control center, with compact monitor, or flex mount control center with compact monitor, wireless microphone and interface box. Configurable options must be available to record to Flash Card, removable Hard Disc Drive (HDD), and/or other removable digital media to provide audio and video recording of traffic stops, pursuits, D.U.I. tests, etc.

2. The miniature color camera shall be a Charge Coupled Device (CCD) type, and shall be capable of operating in extreme weather conditions. Its small size shall not obstruct the driver's field of view.

3. The control center shall mount within easy reach of the driver's seat, and give the user the ability to rewind and play back recorded segments. The system shall also protect recorded segments to insure they are not recorded over.

4. The system shall start recording automatically when the vehicle's emergency lights, siren, or wireless transmitter are activated. Status of the lights, siren, transmitter and vehicle brakes shall be indicated on the video

5. The optional Crash Record Activation feature shall include two accelerometers mounted perpendicular to each other to detect impacts from all four sides of the vehicle.

6. The activation of the emergency lights, siren, wireless transmitter and crash activation sensor shall be stored as metadata that can be used as search criteria by the video database product.

7. The system shall include an A/V out connector to allow an external monitor to duplicate what is seen on the system monitor.

8. The video system shall be capable of interfacing with a GPS system to record GPS coordinates/vehicle location on the video.

9. The system shall have an external record/microphone indicator. This indicator shall consist of a light to be seen from the front of the patrol vehicle to indicate to an officer outside the vehicle that the recorder is recording, and that audio from the wireless transmitter is being received.

10. Software updates shall be provided free of charge in either of the below listed ways:

    - Software updates shall occur automatically whenever a HDD, Flash Drive, or other digital media with new software is inserted in the systems media enclosures.
    - If updates cannot occur automatically from inserted media. The system manufacturer shall supply software updates free of charge including, but not limited to parts and labor, installation, and travel time.

Video Compression and Recording:

1. The digital video system shall be capable of recording to a Flash drive with a minimum of 16GB in size, HDD with a minimum of 40 GB or higher, and/or other digital media.

2. The system shall offer MPEG 4 or better compression schemes. If multiple compression schemes are offered, compression shall be user selectable through the system's set-up menu to allow the user to easily change compression without assistance from the manufacture. Windows XP-compatible software shall be

included with the system to allow recordings from the system to be played on any PC with Windows Media Player, version 9.0 or higher.

3. Each compression scheme shall offer three user selectable recording rates to allow the user to make their own record-quality/storage requirement selection.

4. The system shall continue to record live video to the buffer memory even during playback.

Control Center:

1. The Control Center shall be mounted in the rear view mirror, or a flexible floor mount or an overhead console that includes a color LCD monitor, with the following:

   - The rear view mirror, flexible floor mount or overhead console shall combine the Control Center and Color Monitor in a single housing.
   - The Console shall position the Control Center just above the vehicle's rear view mirror. Otherwise housed completely in the rear view mirror.
   - The Console shall allow the color monitor, if it hangs below the housing, to be recessed up into the housing when not in use. Otherwise housed completely in the rear view mirror.
   - When mounted, no cables connecting to the Console shall be visible to the driver.

2. An option shall be available to allow mounting of the Control Center in a variety of locations. This includes mounting brackets to mount the Control Center separately to the dash, in a radio rack, and to the vehicle's headliner.
3. If an Overhead Mount is used , the Control Center's mounting bracket shall not require any holes or cuts to be made in the vehicle's headliner.
4. All controls and displays shall be positioned for convenient viewing and access. It shall not be acceptable to use a separate controller to operate the camera.
5. All controls shall be identified with backlighted legends for night operation.
6. The Control Center's cable shall connect to the rear of the panel and be capable of routing up or down to assist in concealing the cable during installation.
7. The Control Center may provide audible feedback (beeps) when the system is turned on, when the recorder starts recording, when a low voltage condition exists and when the recording capacity of the media is low.
8. The Control Center shall include a camera switch that is used when the system is equipped with two cameras. This switch shall have no effect when the second camera is not present.
9. The Control Center may provide audible feedback (beeps) when the system is turned on, when the recorder starts recording, when a low voltage condition exists, when the digital media nears its end, and when an extreme temperature condition exists in the recorder enclosure.
10. The Control Center shall have the ability to start the recorder from outside the car using the wireless microphone.
11. Control Center features shall include:

    - Power ON/Off.
    - Record START/STOP.
    - Rewind, Playback and Fast Forward.
    - On-Screen Rewind and Fast Forward (Search).
    - Zoom Wide/Tele.

- Programmable Auto Zoom. Pressing one button shall automatically zoom the motorized zoom lens to the agency's preferred magnification, pause to record the license plate, then return to the agency's preferred wide-angle position. These lens positions shall be field programmable by non-technical personnel through the system's set-up menu.
- Focus Auto/Manual.
- Backlight Compensation.
- No Media in Recorder Indicator.
- Time Left on Media LED Display. Displayed on Control Center in hours and minutes.
- Media Full Warning - System may provide audible but shall provide visible warnings as the recorded video reaches the media capacity. The Time Left LEDs shall begin to flash when 30 minutes of capacity remain but no shorter than 10 minutes and then flash faster when 5 minutes remain. When the media is fully used, the time left display shall read "End" or "Disk Full".
- Rechargeable Battery Backup - Stores time, date, characters, and minutes left on tape when system is OFF. Back-up battery shall be charging whenever the system is on.
- The Control Center shall require positive feedback from the recorder before indicating that a command has been activated. This feature shall ensure that the Control Center LED indicator will not falsely indicate that the system is recording.
- Record over protection – The system shall have an automated record over protection feature.
- Microphone Indicator - (LED)
- Officer shall have the ability to start recording by turning on the remote microphone.
- Photocell - Automatically adjusts Control Center LED intensity.

12. The Control Center shall include a Set-Up menu that shall include the following features/options:

- Menu access and entry shall not require a separate programmer or external device.
- Limiting Menu Access – A method shall be available to limit access to the menu.
- Time and Date Generator - Records time on the media in hours, minutes and seconds.
- Time/Date Change Recording - All changes to the set up menu shall be recorded automatically. Changes to the time and date shall not be possible without media in the recorder recording the change. This feature shall be incapable of being defeated by the operator.
- Time and Date Position - The time and date shall be capable of being placed at the top or bottom of the screen.
- Time and Date Format - Time and date format shall be available through the Set-Up Menu.
- Flash Preference - The set-up menu shall allow the operator to set the display to flash or to remain steady. Flashing the display prevents it from covering important details in the scene.
- Character Generator – At least 2 lines of 20 characters per line shall be available for operator to insert descriptive identifier data or have the ability to add pre selected event IDs.
- Selectable Compression Scheme – If multiple compression schemes are offered, the desired compression scheme shall be available through the Set-Up menu.
- Selectable Recording Rates – Three recording rates shall be available for each compression scheme through the Set-Up Menu.
- Auto Zoom Positions - The telephoto and wide-angle positions used for Auto Zoom shall be adjustable through the Set-Up menu.

- Audio Out Select - The set-up menu may allow the operator to select audio from the wireless microphone, the (optional) in-car microphone, or both at the same time, to be heard over the system's monitor.
- Beep Tones - The set-up menu may allow the operator to turn the beep tones mentioned in ON or OFF.
- Daylight Savings - The set-up menu shall allow the program to either automatically adjust the system's clock for Daylight Savings, or leave this feature off.
- The system shall allow partially used media to be inserted into the recorder without jeopardizing the previously recorded segments. Then new media is loaded, the system shall determine the available capacity and subject to the resolution selected calculate the time left available for new recordings, then display this number in the prominent Time-Left Display. The system shall not allow previously recorded segments to be recorded over.

Camera

1. The solid state color CCD camera shall not be subject to burn in, introduction of geometric distortion not be affected by magnetic fields, and shall be highly resistant to damage from vibration and shock.
2. The camera shall resist nighttime blooming and smearing from light sources.
3. The camera shall operate on 12 VDC, and offer a minimum of 470 lines horizontal resolution.
4. The camera shall be capable of a minimum illumination of between 0.7 and 1 lux.
5. The camera's dimensions (including lens) shall be approximately 2.25" x 2.25" x 4.0" w/h/d or less.
6. The camera with lens shall weigh approximately 17.8 oz (504g) or less.
7. The camera shall, at a minimum, be able to operate between the temperatures of 14°F to 167°F (-10°C to 75°C).
8. The motorized zoom lens shall offer a minimum of 10X optical zoom lens with 4X digital zoom for a total zoom ratio of 40 or greater:
9. The camera shall provide a horizontal field of view of at least 17 feet at a distance of 20 feet from the camera
10. The camera shall include auto and manual focus capabilities.
11. The camera shall offer auto white balance.
12. The camera shall offer backlight compensation.
13. The camera shall offer a S/N ratio of 50dB or better.
14. The auto iris lens shall automatically adjust for varying light levels from day to night. The use of electronic shuttering to adjust for varying light levels shall not be acceptable.
15. The camera shall be mounted with a heavy-duty controlled pivot mount. The mount shall attach to the windshield using a high strength adhesive, and shall allow the camera to be easily rotated through 360° of rotation.
16. The camera mount shall allow the camera to be positioned easily and secured in place without tools.

Color Monitor

1. A high quality active matrix color LCD monitor shall be provided for focusing the camera and for continuous viewing.
2. The monitor shall housed in the rear view mirror, on a universal flex mount or be mounted in the Overhead Console Center and shall be clearly visible by the operator. If on a swivel mount, the monitor shall be able to be recessed up into the housing or swing down and swivel side-to-side for the best viewing angle

3. The monitor's screen shall be invisible when not in operation if housed in the rear view mirror. If it is a Flex mount or Overhead Console Center type, then it shall be non-reflective for optimum viewing in the vehicle. Mirror-like reflective screens shall not be acceptable for monitors that are not built into the rear view mirror.
4. The monitor's screen size shall be no smaller than 3", and no larger than 4", measured diagonally.
5. The monitor shall provide controls for power and brightness.
6. If other than a Rear View Mirror system, the monitor's dimensions shall be approximately 4.55" x 3.45" x 2.25" w/h/d (x x cm w/h/d) or smaller.
7. If other than a Rear View Mirror system, mounting brackets shall be available to mount the monitor virtually anywhere in the vehicle's interior: to the dash, to the vehicle's headliner, or on a heavy-duty posi-lock stem mount.
8. Video monitoring shall be possible whether or not the system is recording.
9. The monitor shall be capable of displaying:
    - Time and Date
    - GPS information if available.
    - Emergency Lights Indicator (L)
    - Siren Indicator (S):
    - Microphone Reception Indicator (M):
    - Brake Use Indicator (B):
    - Target and Patrol speeds from speed measurement devices:

Audio System

1. The system shall offer digital audio to ensure that transmissions from the officer to the car are private and interference free. FCC approved frequencies in the 900 MHz band shall be used.
2. The audio system shall allow a minimum of two to 20 users at a scene. Different codes/IDs shall be available for use with the transmitters to ensure that no two transmitters use the same code.
3. The system shall provide a stand alone recharging station or in-vehicle docking station. This station shall include the system's receiver and shall be capable of recharging the transmitter's battery.
4. If a in-vehicle docking station is used, both the transmitter and docking station shall have the ability of sending simultaneous audio and data streams. The data stream shall be used to send status information between the transmitter and the docking station.
5. If a in-vehicle docking station is used, the transmitter shall program/sync its unique code into the docking station whenever it is placed in the docking station. Once programmed, the receiver shall only accept audio from that transmitter. Any transmitter shall be capable of programming and being used with any docking station.
6. The transmitter shall include a rechargeable battery. This battery shall provide 6-8 hours of ON time or better, and up to 80 hours of service in the standby mode.
7. The transmitter shall be capable of operating 300' to 500' or better from the vehicle.
8. If a in-vehicle docking station is used, the docking station shall have the ability to automatically activate the officer-worn audio transmitter whenever the video system receives a record command from the light bar, siren or record switch.
9. If a in-vehicle docking station is used, the transmitter shall have an Off/Standby/On switch, or an automated standby mode. The Standby position shall allow the transmitter to be activated by the docking station, while minimizing power consumption.

10. The transmitter shall include a detachable mic cord with clip to allow the mic to be placed anywhere on the officer's uniform.
11. The transmitter shall also include a built-in mic as an alternative to the mic cord or as a back up should the mic cord become damaged
12. The transmitter's antenna shall be built into the case. No external antenna shall be acceptable.
13. If a in-vehicle docking station is used, the docking station shall employ built-in diversity (two) antennas. Connectors shall also be included to support the use of external antennas if desired.

Operating Instructions and Specification Manual

1. A full and complete set of operating instructions shall be furnished by the Contractor with each unit.
2. The system manufacturer shall provide a page of optional equipment, with prices, available to either upgrade or downgrade the system.

Manufacturer's Quality Control And Testing

1. All electrical components utilized, including integrated circuits, shall be highly reliable commercial grade parts.
2. Each individual electrical and electronic component shall be subjected to a complete quality control inspection. This is required before installation into a printed circuit board or other sub-assembly.
3. All assembled printed circuit boards and sub-assemblies shall be thoroughly inspected and completely tested mechanically and electrically before being installed into a video system.
4. All printed circuit boards shall be glass epoxy, type FR4 or equivalent. Also, all high-density circuit boards shall be the solder mask type.
5. All components dissipating power in excess of one watt and mounted directly against a circuit board shall have adequate heat sinks for circuit board protection. All electronic and electrical components shall only be utilized within their manufacturer's operating specifications, pertaining to voltage, current and heat dissipation characteristics.
6. Each complete video system shall be individually bench tested for all functions and test parameters.

Warranty

1. The manufacturer shall guarantee their patrol car video systems to be free of defects in materials, workmanship, and installation for a period of one year from the date of installation of the unit. All shipping charges (both ways) shall be at the expense of the manufacturer for the first year after installation of the systems. Thereafter, shipping charges from the agency to the manufacturer shall be at the expense of the agency. Return shipping charges from the manufacturer to the agency shall be at the sole expense of the manufacturer during the warranty period. This warranty shall not extend to finish, appearance items, or malfunction due to abuse, neglect, misuse, accidents, or operation under other than specified conditions.

Delivery

1. Each unit shall be delivered within 30 days of receipt of a Purchase Order.
2. The price of each unit shall include installation.
3. Installation shall be made within 30 days from the date of delivery.
4. Installation shall be conducted on-site at MSP work locations.

Service Centers

1. The system manufacturer shall provide at least seven (7) authorized service centers located throughout Michigan. At least two shall be located in Michigan's Upper Peninsula. All service calls shall be accomplished in a timely manner. If the above service centers cannot be established the systems manufacturer will provide training to the Michigan Dept. of State Police Radio Technicians to become service technicians in order to accomplish the location requirements.
2. The system manufacturer shall provide a list, with locations of authorized service centers located within Michigan, if requested. If an authorized service center is located outside of Michigan, but is willing to travel to Michigan, it shall be listed.

Server and Support Systems

1. The bidder shall provide details and offerings regarding, but not limited to the following: components, software, hardware, storage capacity, required to meet individual operational needs of various size law enforcement agencies that may utilize resulting contracts, which will consist of individual local units of government and the Michigan State Police Department. Bidders should provide itemized unit price offerings for required components so agencies are offered a full range of flexibility in the building and design/acquisition of systems and networks.

Attachment C – Locations

<u>Work Site Addresses for delivery</u>

MSP Main Headquarters - 333 S. Grand Ave. Lansing, 48933 (517) 241-0539

1st DHQ - Lansing 7119 N. Canal Rd. Lansing, 48913 (517) 322-1912
Lansing #11 7119 N. Canal Rd. Lansing, 48913 (517) 322-1907
Brighton #12 4803 Old US-23 Brighton, 48114 (810) 227-1051
Ithaca #14 1876 N. State Rd. Ithaca, 48847 (989) 875-4112
Corunna #15 706 W. Corunna Ave. Corunna, 48817 (989) 723-6761
Jackson #17 3401 Cooper St. Jackson, 49201 (517) 780-4580
Adrian #18 2222 N. Adrian Hwy. Adrian, 49221 (517) 263-1350
Jonesville #19 476 E. Chicago Rd. Jonesville, 49250 (517) 849-9922

2nd DHQ - Northville 42145 W. Seven Mile Rd. Northville, 48167 (248) 380-1020
Metro North #21 14350 Ten Mile Rd. Oak Park, 48237 (248) 584-5740
Richmond #24 36725 Division Rd. Richmond, 48062 (586) 727-0200
Metro South #25 12111 Telegraph Rd. Taylor, 48180 (734) 287-5000
Ypsilanti #26 1501 S. Huron St. Ypsilanti, 48197 (734) 482-1213
Groveland # 27 14645 Dixie Hwy., Suite A Holly, 48442 (248) 634-4882
Monroe #28 300 Jones Ave. Monroe, 48161 (734) 242-3500
Detroit #29 3050 W. Grand Blvd. Detroit, 48202 (313) 456-6600

3rd DHQ - Saginaw 411-B.E. Genesee Ave. Saginaw, 48607 (989) 758-1760
Bay City #31 405 N. Euclid Ave. Bay City, 48706 (989) 684-2235
East Tawas #32 410 N. US-23 East Tawas, 48730 (989) 362-3435
Bad Axe # 33 675 S. VanDyke Rd. Bad Axe, 48413 (989) 269-6442
Sandusky #34 90 W. Sanilac Sandusky, 48471 (810) 648-2234
Flint #35 G-4481 Corunna Rd. Flint, 48532 (810) 732-1111
West Branch #36 496 E. Houghton West Branch, 48661 (989) 345-0956
Bridgeport #37 6280 Dixie Hwy. Bridgeport, 48722 (989) 777-3700
Lapeer #38 975 S. Main St. Lapeer, 48446 (810) 664-2906
Caro #39 1485 Cleaver Rd. Caro, 48723 (989) 673-2157
Gladwin #40 1302 Chatterton St. Gladwin, 48624 (989) 426-3068
Mt. Pleasant #41 3580 S. Isabella Rd. Mt. Pleasant, 48858 (989) 773-5951

5th DHQ - Paw Paw 108 W. Michigan Ave. Paw Paw, 49079 (269) 657-6081
Paw Paw #51 43255 60th Ave. Paw Paw, 49079 (269) 657-5551
South Haven #51 720 LaGrange St. South Haven, 49090 (269) 637-2126
White Pigeon #52 101 US-131 North White Pigeon, 49099 (269) 483-7612
Niles #53 1600 Silverbrook Ave. Niles, 49120 (269) 683-4411
Bridgman #54 9301 Red Arrow Hwy. Bridgman, 49106 (269) 465-6525
Battle Creek #57 610 W. Columbia Ave. Battle Creek, 49015 (269) 968-6115
Hastings #58 1127 W. State St. Hastings, 49058 (269) 948-8283

Coldwater #59 186 E. State St. Coldwater, 49036 (517) 278-2373

6th DHQ - Grand Rapids 588 Three Mile Rd. Grand Rapids, 49544 (616) 647-0800
Rockford #61 345 Northland Dr., NE Rockford, 49341 (616) 866-4411
Reed City #62 825 S. Chestnut St. Reed City, 49677 (231) 832-2221
Grand Haven #64 1622 S. Beacon Blvd. Grand Haven, 49417 (616) 842-2100
Newaygo #65 360 Adams Newaygo, 49337 (231) 652-1661
Hart #66 3793 W. Polk Rd. Hart, 49420 (231) 873-2171
Lakeview #67 10300 Howard City-Edmore Rd. Lakeview, 48850 (989)352-8444
Ionia #68 779 W. Riverside Drive Ionia, 48846 (616) 527-3600
Wayland #69 544 N. Main St. Wayland, 49348 (269) 792-2213

7th DHQ - Williamsburg 4472 Mt. Hope Rd., Suite 1 Williamsburg, 49690 (231) 938-0714
Traverse City #71 218 W. 14th St. Traverse City, 49684 (231) 946-4647
Cheboygan #72 1206 S. Main St. Cheboygan, 49721 (231) 627-9974
Gaylord #73 563 S. Otsego Gaylord, 49735 (989) 732-5141
Alpena #74 3283 W. Washington Alpena, 49707 (989) 354-4101
Houghton Lake #75 9011 W. Lake City Rd. Houghton Lake, 48629 (989) 422-5103
Cadillac #76 7711 S. US-131 Cadillac, 49601 (231) 779-6040
Manistee #77 212 Arthur St. Manistee, 49660 (231) 723-3536
Petoskey #78 1200 M-119 Petoskey, 49770 (231) 347-8102
Kalkaska #79 2089 N. Birch St. Kalkaska, 49646 (231) 258-4112

8th DHQ - Marquette 1504 W. Washington, Suite A Marquette, 49855 (906) 225-7030
Negaunee #81 180 US-41 East Negaunee, 49866 (906) 475-9922
Newberry #82 7942 State Hwy., M-123 Newberry, 49868 (906) 293-5152
St. Ignace #83 901 Graham Ave. St. Ignace, 49781 (906) 643-7582
Manistique #84 401 E. Lakeshore Manistique, 49854 (906) 341-6218
Gladstone #85 922 Lake Shore Dr. Gladstone, 49837 (906) 428-4412
Iron Mountain #86 1916 N. Stephenson Iron Mountain, 49801 (906) 774-2122
Wakefield #87 100 Sunday Lake St. Wakefield, 49968 (906) 229-5372
L'anse #88 P.O. Box 100 L'anse, 49946 (906) 524-6162
Stephenson #89 W. 5420 County Rd. 354 Stephenson, 49887 (906) 753-2276
Calumet #90 55195 US Hwy. 41 Calumet, 49913 (906) 337-5145
Munising #91 414 E. Munising Munising, 49862 (906) 387-4551
Iron River #92 897 Lalley Rd. Iron River, 49935 (906) 265-2034

Sault Ste. Marie #93 3900 I-75 BR Saulte Ste. Marie, 49783 (906) 632-2217