

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. 271B5500012

to

CONTRACT NO. 3

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
DBI Business Interiors 912 East Michigan Avenue Lansing, MI 48912	Larry Johnson	Larry.Johnson@dbiyes.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	517-290-1643	6360

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	Treasury	Ann Luepnitz	517-636-5335	Luepnitza@michigan.gov
CONTRACT ADMINISTRATOR	Treasury	Kristen Robel	517-636-6815	robek@michigan.gov

CONTRACT SUMMARY				
DESCRIPTION: Sound Masking Services and Solutions				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 1, 2015	March 31, 2018	Two-One-Year	March 31, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$484,038.48		\$4,748.46	\$488,786.94	

DESCRIPTION:

This Contract is amended to include equipment and installation services for the Michigan Gaming Control Board office located in the Lottery Building in Lansing, Michigan. The attached proposal was based on the Price Per Unit Costs provided in Exhibit C of the Contract. No Changes were made to exhibit C through this Change Notice.

In addition, the Contract Administrator has been changed to Kristen Robel.

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

Summary of Contract Pricing after execution of this Change Notice:

Facility Location	Total Firm-Fixed Price	Work Defined
1) Operations Center Location	\$248,333.69	Original Contract
2) Austin Location	\$125,657.54	Original Contract
3) Flint State Office Building (5 th Floor)	\$13,175.96	Change Notice #1
4) Mason Building (Floors 1,3, 4 & 5)	\$96,871.29	Change Notice #2
5) Lottery Building (2 nd Floor)	\$4,748.46	Change Notice #3
Total Contract Value	\$488,786.94	

Statement of Work for Sound Masking Solution – **Lottery Building, Floor 2 (Change Notice #3)**

Facility Location	Total Firm-Fixed Price
Lottery Building, (2 nd Floor)	Part 1: Equipment - \$3,578.86 Part 2: Installation - \$1,169.60 TOTAL COST FOR Lottery Building (LOCATION 5) \$4,748.46

The Total Firm-Fixed price shall include all software/tools necessary for the State to manage and operate the masking network, system and controls.

Part 1: Equipment

Location 5 - Lottery Building

Equipment Description	Model	Quantity	Price Per Unit	Total Cost
Netgear 24 Port PoE (Rack Mount) Switch	FS728TP	1	\$572.94	\$572.94
Patch Panel 24 Port	DSPNL24	1	\$147.06	\$147.06
Networked PoE Speaker Controller	DS8000	2	\$436.76	\$873.52
Speaker – 8ohm	DS1356	12	\$66.18	\$794.16
Cabinet	PPM_6-12	1	\$250.00	\$250.00
Microsoft Surface and Mount	MS_SURFACE	1	\$941.18	\$941.18
Total Equipment Cost				\$3,574.86

Part 2: Installation

The Price Per Unit “Installation Rates by County” may be leveraged by the State for future Sound Masking installs as needed by the Department of Treasury or other State of Michigan Agencies and MiDEAL members.

Location 5 - Lottery Building

Employee Position	Estimated Hours	Hourly Rate	Total Cost
Sound masking technician	16	\$73.10	\$1,169.60
Total Installation Cost	709.6135	\$73.10	\$1,169.60

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. 2
 to
CONTRACT NO. 271B5500012
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
DBI Business Interiors 912 East Michigan Ave. Lansing, MI 48912	Larry Johnson	Larry.johnson@dbiyes.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	517-290-1643	6360

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	Treasury	Ann Luepnitz	517-636-5335	Luepnitza@michigan.gov
CONTRACT ADMINISTRATOR	Treasury	Steve Motz	517-636-6818	motzs@michigan.gov

<u>CONTRACT SUMMARY</u>			
DESCRIPTION: Sound Masking Services and Solution			
<u>INITIAL EFFECTIVE DATE</u>	<u>INITIAL EXPIRATION DATE</u>	<u>INITIAL AVAILABLE OPTIONS</u>	<u>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</u>
April 1, 2015	March 31, 2018	Two – One-Year	March 31, 2018
PAYMENT TERMS	F.O.B.	SHIPPED TO	
NET 45	N/A	N/A	
<u>ALTERNATE PAYMENT OPTIONS</u>			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
<u>EXTEND CONTRACT EXPIRATION DATE</u>	<u>EXERCISE CONTRACT OPTION YEAR(S)</u>	<u>EXTENSION BEYOND CONTRACT OPTION YEARS</u>	<u>LENGTH OF EXTENSION/OPTION</u>	<u>EXPIRATION DATE AFTER CHANGE</u>
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	March 31, 2018
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$387,167.19	\$96,871.29	\$484,038.48		

DESCRIPTION:
 This Contract is amended to include equipment and installation services at the Mason Building. The attached proposal was based on the Price Per Unit costs provided in Exhibit C of the Contract. No Changes were made to Exhibit C through this Change Notice. All other terms, conditions, specifications and pricing remain unchanged.

FOR THE CONTRACTOR:

DBI Business Interiors

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

**Steve Motz / Purchasing Manager
Michigan Department of Treasury**

Date

Summary of Contract Pricing after execution of this Change Notice:

Facility Location	Total Firm-Fixed Price	Work Defined
6) Operations Center Location	\$248,333.69	Original Contract
7) Austin Location	\$125,657.54	Original Contract
8) Flint State Office Building (5 th Floor)	\$13,175.96	Change Notice #1
9) Mason Building (Floors 1,3, 4 & 5)	\$96,871.29	Change Notice #2
Total Contract Value	\$484,038.48	

Statement of Work for Sound Masking Solution – **Mason Building, Floors 1, 3, 4 & 5 (Change Notice #2)**

Facility Location	Total Firm-Fixed Price
Mason Building, (Floors 1, 3, 4 & 5)	Part 1: Equipment - \$44,998.54 Part 2: Installation - \$51,872.75 TOTAL COST FOR Mason Building (LOCATION 4) \$96,871.29

The Total Firm-Fixed price shall include all software/tools necessary for the State to manage and operate the masking network, system and controls.

Part 1: Equipment

Location 4 – Mason Building, Floors 1, 3, 4 and 5

Equipment Description	Model	Quantity	Price Per Unit	Total Cost
Speaker – 8ohm	DS1356	306	66.18	20,251.08
Generator	DS3008	1	1,455.88	1,455.88
Networked PoE Speaker Controller	DS8000	40	436.76	17,470.40
Patch Panel 24 Port	DSPNL24	4	147.06	588.24
Touch Screen Panel PC and Mount	DSTS10-Hd	1	2,941.18	2,941.18
Netgear 24 Port PoE (Rack Mount) Switch	FS728TP	4	572.94	2,291.76
Total Equipment Cost				\$44,998.54

Part 2: Installation

The Price Per Unit “Installation Rates by County” may be leveraged by the State for future Sound Masking installs as needed by the Department of Treasury or other State of Michigan Agencies and MiDEAL members.

Location 4 – Mason Building, Floors 1, 3, 4 and 5

Employee Position	Estimated Hours	Hourly Rate	Total Cost
Sound masking technician	709.6135	\$73.10	\$51,872.75
Total Installation Cost	709.6135	\$73.10	\$51,872.75

Form No. DTMB-3521 (Rev. 5/2015)
 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. 1
to
CONTRACT NO. 271B5500012
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
DBI Business Interiors 912 East Michigan Ave. Lansing, MI 48912	Larry Johnson	Larry.johnson@dbiyes.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	517-290-1643	6360

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	Treasury	Ann Luepnitz	517-636-5335	Luepnitza@michigan.gov
CONTRACT ADMINISTRATOR	Treasury	Steve Motz	517-636-6818	motzs@michigan.gov

<u>CONTRACT SUMMARY</u>			
DESCRIPTION: Sound Masking Services and Solution			
<u>INITIAL EFFECTIVE DATE</u>	<u>INITIAL EXPIRATION DATE</u>	<u>INITIAL AVAILABLE OPTIONS</u>	<u>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</u>
April 1, 2015	March 31, 2018	Two – One-Year	March 31, 2018
PAYMENT TERMS	F.O.B.	SHIPPED TO	
NET 45	N/A	N/A	
<u>ALTERNATE PAYMENT OPTIONS</u>			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
<u>EXTEND CONTRACT EXPIRATION DATE</u>	<u>EXERCISE CONTRACT OPTION YEAR(S)</u>	<u>EXTENSION BEYOND CONTRACT OPTION YEARS</u>	<u>LENGTH OF EXTENSION/OPTION</u>	<u>EXPIRATION DATE AFTER CHANGE</u>
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	N/A	March 31, 2018
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$373,991.23	\$13,175.96	\$387,167.19		

DESCRIPTION:
This Contract is amended to include equipment and installation services at the Flint Office Building for the 5th Floor. The attached proposal was based on the Price Per Unit costs provided in Exhibit C of the Contract. No Changes were made to Exhibit C through this Change Notice. All other terms, conditions, specifications and pricing remain unchanged.

FOR THE CONTRACTOR:

DBI Business Interiors

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Steve Motz / Purchasing Manager
Michigan Department of Treasury

Date

Summary of Contract Pricing after execution of this Change Notice:

Facility Location	Total Firm-Fixed Price	Work Defined
10) Operations Center Location	\$248,333.69	Original Contract
11) Austin Location	\$125,657.54	Original Contract
12) Flint State Office Building (5 th Floor)	\$13,175.96	Change Notice #1
Total Contract Value	\$387,167.19	

Statement of Work for Sound Masking Solution - **Flint Office Building for the 5th Floor (Change Notice #1)**

Facility Location	Total Firm-Fixed Price
Flint State Office Building (5 th Floor)	Part 1: Equipment - \$10,040.81 Part 2: Installation - \$3,135.15 TOTAL COST FOR Flint (LOCATION 3) \$13,175.96

The Total Firm-Fixed price shall include all software/tools necessary for the State to manage and operate the masking network, system and controls.

Part 1: Equipment

Location 3 – Flint State Office Building, 5th Floor

Equipment Description	Model	Quantity	Price Per Unit	Total Cost
Netgear 24 Port PoE Switch	FS728TP	1	572.94	572.94
Patch Panel 24 Port	DSPNL24	1	147.06	147.06
Touch Screen Panel PC and Mount	DSTS10-HD	1	2941.18	2941.18
Networked PoE Speaker Controller	DS8000	4	436.76	1747.04
Speaker – 8ohm	DS1356	26	66.18	1720.68
Cabinet	PPM-6-12	1	250.00	250.00
Cabling and Misc Mounting Hardware		1	2,661.91	2,661.91
Total Equipment Cost				\$10,040.81

Part 2: Installation

The Price Per Unit “Installation Rates by County” may be leveraged by the State for future Sound Masking installs as needed by the Department of Treasury or other State of Michigan Agencies and MiDEAL members.

Location 3 – Flint State Office Building, 5th Floor

Employee Position	Estimated Hours	Hourly Rate	Total Cost
Sound masking technician	46	\$69.67	\$3,135.15
Total Installation Cost			\$3,135.15

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

NOTICE OF CONTRACT NO. 271B5500012
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
DBI Business Interiors 912 East Michigan Ave. Lansing, MI 48912	Larry Johnson	Larry.johnson@dbyes.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	517-290-1643	6360

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	Treasury	Ann Luepnitz	517-636-5335	Luepnitza@michigan.gov
CONTRACT ADMINISTRATOR	Treasury	Steve Motz	517-636-6818	motzs@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Sound Masking Services and Solution			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Three Years	April 1, 2015	March 31, 2018	Two additional One Year Periods
PAYMENT TERMS	F.O.B.	SHIPPED TO	
NET 45	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS: N/A			
MISCELLANEOUS INFORMATION: This Contract was approved at the March 31, 2015 Administrative Board. All pricing, specifications, terms and conditions are attached.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$373,991.23	

Orders for delivery will be issued directly through the issuance of a Purchase Order.

For the Contractor:

**DBI Business Interiors,
Contract Administrator**

Date

For the State:

**Treasury Purchasing Manager
Steve Motz
Michigan Department of Treasury, State of Michigan**

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and DBI Business Interiors (“**Contractor**”), a Michigan corporation. This Contract is effective on April 1, 2015 (“**Effective Date**”), and unless terminated, expires on March 31, 2018.

This Contract may be renewed for up to two [2] additional one [1] year period(s). Renewal must be by written agreement of the parties.

The parties agree as follows:

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

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

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

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

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

If to State: Steve Motz 7285 Parsons Drive Dimondale, MI 48821 motzs@michigan.gov 517-636-6818	If to Contractor: Larry Johnson 912 East Michigan Ave. Lansing, MI 48912 larry.johnson@dbiyes.com 517-290-1643
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a “**Contract Administrator**”):

If to State:	If to Contractor:
See Notices – Section 2	See Notices – Section 2

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

If to State:	If to Contractor:
Ann Luepnitz 7285 Parsons Drive Dimondale, MI 48821 LuepnitzA@michigan.gov 517-636-5335	Larry Johnson 912 East Michigan Ave. Lansing, MI 48912 larry.johnson@dbiyes.com 517-290-1643

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

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

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds, and (2) include a waiver of subrogation.
Motor Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	

<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

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

7. RESERVED.

- 8. Extended Purchasing Program.** The Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this Contract may also be extended to other states (including governmental subdivisions and authorized entities).

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

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

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
- 14. Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.
- Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.
- If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.
- 17. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
- 18. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 19. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

- 21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.

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

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

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

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 28. Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 30. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 31. RESERVED.**
- 32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
 - b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized

under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. RESERVED.

34. RESERVED.

35. RESERVED.

36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

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

- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Prevailing Wage.** This Contract and any subcontract is subject to the Prevailing Wage Act, 1965 PA 166. Contractor must comply with the state prevailing wage law and its requirements.
- 41. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 42. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 43. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 44. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 45. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 46. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
- 47. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 48. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 49. Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the Statement of Work, and any other Exhibits, the following order of precedence shall control: (a) the Contract; (b) Exhibit A – Statement of Work; and (c) any other exhibits.

- 50. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 51. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 52. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 53. Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Contract No. 271B5500012
Sound Masking Solution and Installation Services

EXHIBIT A - DBI Response STATEMENT OF WORK CONTRACT ACTIVITIES

This exhibit identifies the requirements this Contract.

1. BACKGROUND

This Contract is for the procurement of speakers, network audio components and cabling requirements for an IP based networked sound masking system for the State. The initial scope of this Contract will be for specific Department of Treasury locations; however this can be extended to other locations within the Department of Treasury and within other State agencies and departments.

2. REFERENCES

The following references shall apply:

- A. UL6500 - Standard for Audio/Video and Musical Instrument Apparatus for Household, Commercial and Similar General Use
- B. UL 2043 - Standard for Fire Test for Heat and Visible Smoke Release for Discrete Products and Their Accessories Installed in Air-Handling Spaces; 1996
- C. UL1480 - Standard for Safety Speakers for Fire Alarm, Emergency, and Commercial and Professional Use
- D. ASTM E 1374-02 - Standard Guide for Open Office Acoustics and Applicable ASTM Standards
- E. ASTM E 1573-02 - Standard Test Method for Evaluating Masking Sound in Open Office Using A-Weighted and One-Third Octave Band Sound Pressure Levels
- F. ASTM E 1130-02e1 - Standard Test Method for Objective Measurement of Speech Privacy in Open Offices Using Articulation Index

3. PERFORMANCE REQUIREMENTS

A. General Performance

1. The intent of this specification is to provide an I.P. network based sound masking system having the ability to control each and every speaker individually. Systems having two or more speakers on an individual speaker channel, or network address, will not meet this requirement.
2. The entire sound masking system shall be controllable from an attached computer. Windows based software shall be provided.
 - i. The PC Hardware and Software will be part of the material list provided by Dynasound. The software is imbedded on the PC Touchscreen when the system is tuned by a Dynasound technician. The system does not require State network connectivity.
3. Network speaker controllers shall be PoE having networked audio and electrical power distributed in a single CAT-5 cable. Controllers shall be PoE IEEE 802.3af-2003 compliant.
4. The basic system configuration shall provide eight (8) networked digital audio streams which can be delivered, in any combination, to any individual speaker or selected groups of speakers. Optionally the system shall be capable of expansion of up to 32 networked audio channels.
5. The basic system configuration shall provide dual channel, non-coherent soundmasking for alternating networked speakers.
6. The system shall provide accommodation for the integration of existing, or future, 70.7 volt amplifiers and speaker arrays for use in the creation of hybrid systems having traditional 70.7 volt zones as well as IP addressable speaker zones under the same software control.

B. Sound Masking Performance

1. The system shall use Digital Signal Processing (DSP) technology for sound masking generation and equalization of the sound masking signals.
2. All sound masking generators shall incorporate 1/3 octave band equalization from 125 Hz. to 10000 Hz. Each generator shall also incorporate a dedicated high pass and low pass filter with configurable slope.
3. Each rack mounted, centrally located soundmasking generator shall incorporate four non-coherent sound masking generators for network broadcast.

4. Each speaker controller shall incorporate four internal non-coherent soundmasking generators as well as the ability to receive networked sound masking broadcasts.
 5. The masking volume shall be digitally adjustable in 0.5 dBA increments over a range of 35 dBA to 85 dBA @ 1m.
 6. The system shall provide a sufficient wrap around (system loop) period to avoid disruption. This system loop will be no less than 23 hours.
- C. Automatic Level Control
1. The system shall provide a timer function allowing network audio levels to be automatically controlled according to a calendar-based user defined schedule.
 2. The system shall provide automatic daylight saving time adjustments.
 3. The system shall provide a transition process that automatically increases the masking volume over a period of time according to a programmed schedule.
 4. The system shall allow for up to four independent timer zones per programmable timer.
 5. The system shall allow independent timer schedules for each day of the week.
 6. The system shall allow user defined rates of volume adjustment and attenuation levels.
- D. Network Performance
1. All network switches shall be industry standard PoE IEEE 802.3af-2003 compliant switches such as those manufactured by Netgear, Cisco, LynkSys or other manufacturers of standard network equipment. Proprietary network topology is not acceptable.
 2. The system shall be capable of ensuring that the expected network devices are present and communicating properly and identification of network devices that are not communicating properly.
 3. The network control software shall be capable of monitoring and displaying the current settings for all network devices and speakers.
 4. The system shall be capable of generating detailed reports of all system settings down to the level of individual network devices and speakers.
 5. Each network speaker controller shall have eight (8) speaker outputs.
 6. Speaker controllers shall be capable of equalization, level adjustment and network audio channel selection for every individual speaker.

4. QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum of 5 years manufacturing sound masking systems.
- B. Installer Qualifications: Approved by manufacturer representative and are trained with the specified products or have demonstrated experience with the installation of similar products.
- C. Uses industry standard network switches and cabling and methodology.

The Contractor will work with Michigan Electric & Telecom, Inc. (See Exhibit A, Section 23), as the prime installer for this project. They have worked closely with Contractor's technicians for training and installation. They have been working with Dynasound for nearly 10 years in the market and have several million SF of projects completed.

5. DELIVERY, STORAGE AND HANDLING

- A. Protect from moisture during shipping, storage and handling.
- B. Deliver in manufacturer's original unopened and undamaged packages with manufacturer's labels legible and intact.
- C. Inspect manufacturer's packages upon receipt.

6. WARRANTY MAINTENANCE

- A. Provide a written warranty that products installed shall be free from defects in parts or assembly for a 5-year period from date of installation.
- B. Provide a one year warranty in addition to the manufacturer for any workmanship and any materials.

The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

When providing technical support, the Call Center must resolve the caller's issue within **1 hour**. If the caller's issue cannot be resolved within **1 hour**, on-site service must be scheduled. The on-site service must be performed within **2 business days** of the time the issue was scheduled for service. The Contractor's toll-free number is 800-968-1324.

Please see "Dynasound Masking System Extended Five Year Systems Warranty" - Attachment 2 – Dynasound 5YearWarranty - for additional details on how Contractor will comply with the above requirements.

7. TRAINING AND KNOWLEDGE TRANSFER

A. Provide training and knowledge transfer to State of Michigan Staff.

The basic training that will be provided in an on-site and/or web based format will solely encompass the software and how to make minor adjustments when needed. Although Dynasound does not recommend system adjustments beyond a basic level to be performed by end users, at the State's request, a more advanced training will also be offered for designated State representative(s). This more advanced training would include instruction on changing the programming of the software and/or scheduler, making volume adjustments and to outline any tools that may be necessary to take proper sound measurements in the space.

The Contractor's Training and Knowledge Transfer will include training State staff on how to adjust the sound levels of system and basic troubleshooting issues.

8. SYSTEM COMPONENTS

General System Overview:

A. Each rack mounted sound masking DSP shall provide:

1. Four (4) ea. DSP sound masking generators
2. Four (4) ea. DSP 1/3 octave band equalizers for sound masking
3. Four (4) ea. DSP configurable low pass and high pass filters
4. Eight (8) ea. balanced line level inputs via rear mounted pluggable connectors
5. Eight (8) ea. DSP one octave band input equalizers
6. Eight (8) ea. DSP input compressors
7. Eight (8) ea. balanced line level outputs via rear mounted pluggable connectors
8. Eight (8) ea. network digital audio output channels
9. Eight (8) ea. balanced analog output channels (for connection to 70.7 volt systems)
10. Network communication components
11. Device shall be ETL listed to conform to UL60065

An input mixer is only needed when bringing an outside signal into the system and "mixing" it with the sound masking. The DS3008 is an 8x8 mixer.

B. Each speaker controller shall provide:

1. Four (4) ea. DSP sound masking generators
2. Four (4) ea. DSP 1/3 octave band equalizers for sound masking
3. Four (4) ea. DSP configurable low pass and high pass filters for sound masking
4. Eight (8) ea. digital network audio inputs
5. Eight (8) ea. DSP one octave band equalizers
6. Eight (8) ea. speaker output channels
7. PoE network communication components
8. Device shall be ETL listed to conform to UL60065, UL2043
9. An input mixer is only needed when bringing an outside signal into the system and "mixing" it with the sound masking. The DS3008 is an 8x8 mixer.

C. Each speaker assembly shall provide:

1. A connection to the speaker controller with strain relief
2. An acoustically damped enclosure
3. Eye-bolt for single point suspension and upward facing speaker orientation
4. Speaker diameter: 6.0 inches
5. Speaker sensitivity: 90 dBA@1Watt, 1 meter pink noise
6. Speaker power rating: 10 watts RMS
7. Speaker frequency response: 100-10,000 Hz
8. Magnet size: 20 oz.
9. Speaker impedance: 8 ohms
10. Device shall be ETL listed to conform to UL1480, UL2043, CSA C22.2 60065

- D. Cable assemblies:
 1. Provide power, audio and control signals over standard plenum rated CAT-5 with RJ-45 connectors.
 2. Provide speaker connections to speaker controllers with two conductors, 18 A.W.G. copper stranded, plenum rated wire.
- E. PoE network switches shall be:
 1. Professional or commercial quality PoE IEEE 802.3af-2003 compliant network switches as required. CAT-5 with RJ-45 connectors. Typical switch: Netgear FS728TP 24 port PoE

9. SOFTWARE CONTROL

- A. The Windows® PC based software shall provide:
 1. The ability to adjust any individual speaker without affecting adjacent speakers
 2. The ability to define and adjust groups of speakers
 3. Sound masking volume and equalization
 4. The ability to route any mix of network audio channels to any individual speaker
 5. Reporting of all system settings
 6. Backup and restore functions for all system settings
 7. Network diagnostics
- B. In addition to the provided software, all system functions shall be controllable via SNMP (simple network management protocol) to facilitate integration into other building control systems or end user systems.
- C. The Contractor will provide Dynasound Privacy Manager software and will be used with a rack mount PC.
- D. There are no proprietary control panels, software, cables and/or connectors that need to be purchased exclusively from the manufacturer for system expansion or maintenance. The required software will be free market and can be found on a public website for download at all times. There are no long-term costs associated with use of the software.

10. NETWORK DESIGN

The Contractor shall:

- A. Design network according to manufacturer's specifications.
- B. Upon Receipt of State Contract and Submittal of PO to Contractor, Dynasound, the manufacturer design team will work all full-scale installation designs on AutoCAD drawings provided to them by the State of Michigan. The preliminary drawings are provided in Attachments 8-12, which show initial network design. The design layout is based on site conditions that affect the performance of sound and take into consideration business work units. Typical layouts will be of 15-foot centers to maximize coverage while providing uniformity and control. These drawings will show speaker locations, wiring and head end electronic locations.

11. SITE CONDITIONS

The Contractor shall:

- A. Verify facility conditions are suitable for the system installation.
- B. Verify the facility is constructed according to plans including wall locations, ceiling types, plenum barriers and plenum heights.
- C. Ensure sufficient space and power for centrally located components is available as per plan and manufacturer's specifications.

12. PERMITS

The Contractor shall:

- A. Obtain necessary permits for installation work.

13. INSTALLATION

The Contractor shall:

- A. Follow all applicable codes for the area.
- B. Follow the system design for location of speaker controllers, speakers and wiring.
- C. Record any necessary changes to the system design on the plan

Installation by the Dynasound trained sub-contractor will be performed under all local and state codes. The typical plenum installation will follow the Dynasound (and industry) guideline on the top of speaker placed approximately 1/3 the height of the plenum to allow for proper sound dispersion. The speaker and cable will be self-supported from the structure. All Cat5 cable will be run to the closet of choice to be used for the backbone of the Dynasound PoE Network.

After all ceilings and furniture is in place, the Dynasound technician will tune and test the system to standard performance levels. This will be done using 1/3 octave sound equipment and the PC based software. On an existing space, tuning will still be performed after the system is completely installed. As the system is designed, it will not be necessary to move or modify the furniture in the space in order to install the system.

The Contractor shall follow MIOSHA safety procedures during installation.

14. FIELD QUALITY CONTROL

The Contractor shall:

- A. Ensure that distance between the top of the loudspeaker and the deck meets manufacturer's minimum specifications
- B. Ensure that loudspeakers are not obstructed
- C. Ensure cables are properly supported and securely terminated

15. NETWORK CONFIGURATION AND ADJUSTMENT

The Contractor shall:

- A. Follow manufacturer's recommendations for system settings
- B. Integrate the system into the work environment without disruption to staff.
- C. Schedule and conduct follow up adjustments to fine tune the settings throughout the facilities.

The Dynasound team will provide a "ramping" service to reduce disturbance of the new system. Dynasound's system has a timer variant component that will allow for the system volumes to be gradually taken from the current state of building to the full sound masked version at approximately 47dB. The sound masking will be ramped over a period of 10-20 days as agreed to by the State. This gradual adjustment to the level of the system minimizes the immediate disruption to the listeners' ear.

16. TESTING AND REPORTING

The Contractor shall:

- A. Test covered areas for desired spectrum and spatial uniformity
- B. Verify that all system audio functions and timers are correctly configured per plan

17. AS-BUILTS AND DOCUMENTATION

The Contractor shall:

- A. Provide detailed drawings showing all speaker controllers and speaker Identifications
- B. Provide a printed report detailing system settings
- C. Provide all instruction and installation documents.
- D. Provide all close-out and warranty information

18. ACCEPTANCE

Acceptance Criteria

The State will use either the acceptance process defined in Section 16, Acceptance of the Standard Contract. Prior to acceptance the Contractor shall make any adjustments necessary to fine tune the system.

Upon tuning and certification by Dynasound, the system is completely operational and should not need software updates to perform. When/if updates become necessary (i.e. new equipment or functionality added), a trained Dynasound technician or a designated and trained State employee would install the update from a thumb drive or other media provided by Dyanasound.

The system in each building will be tuned initially upon installation completion. This tuning will include a full commissioning of the system for that building. It is Dynasound's standard procedure to perform a second tuning after a minimum of 60 days and a maximum of 12 months. The intent of the second trip is to review the performance of the system, ensure proper working order, and to perform a walk through of the site to discuss any user requests or concerns. Depending on the nature of the requests, some of these adjustments may be made immediately while others may need to be reviewed and evaluated to determine potential adverse effects to other areas.

After the project is completed and the system is balanced and tuned per standards, the technician will document the readings for review. The technician will be available to walk the site with the client to fine tune any area needed provided it out of compliance to standard uniformity.

19. STAFFING

Contractor Representative

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

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

The Contractor Representative is:

Larry Johnson, DBI Senior Account Representative

Onsite Superintendent

The Contractor must appoint an onsite superintendent responsible for the day to day activities taking place in each location where Sound Masking solutions are installed by the Contractor.

The onsite Superintendent is:

- Cody Clark (517) 712-9420

20. Work Hours

The Contractor must schedule all Contractor **activities to avoid disruption to State staff**. The State's normal working hours are Monday – Friday 7:00 a.m. to 6:00 p.m. EST. The State reserves the right to modify these hours in the future based on specific facility needs and will with mutual agreement with the Contractor.

21. Key Personnel

1. The Contractor must appoint a named individual who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 4 hours.
2. Contractor's Key Personnel must be on-site during mutually agreeable times as set forth in this contract.
3. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.
4. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of

the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms.

5. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):
6. The following Contractor Key Personnel are identified:

Name	Company and Description of Work / Staff Location
Larry Johnson	DBI Senior Account Representative and the State's single Point of Contact. Larry is located in Lansing, MI
Jim Price	Michigan Electric Project Manager. Jim is located in Grand Ledge, MI
Bill McCann	Dynasound Executive Vice President. Bill is located in Norcross, GA
David Minton	Dynasound Project Manager. David is located in Norcross, GA

22. Organizational Chart

Upon request from the State, the Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

23. Disclosure of Subcontractors

The following information is provided for subcontractor(s):

Required Information	Description
Legal business name and full address	Michigan Electric & Telecom, Inc.
State business was incorporated in	Michigan
Phone number	517-897-0087
Description of subcontractor's organization and the services it will provide	Electrical and Data/Telecommunication for new construction and service
Description of the Contract Activities that will be performed or provided by the subcontractor.	Complete installation of system and assist with tuning.
Information concerning subcontractor's ability to provide the Contract Activities they are proposed for	Michigan Electric & Telecom, Inc. has installed many systems for DBI and Dynasound. In addition to many smaller system installations, they have completed two (2) separate projects of over 2000 speakers in the past two (2) years with no incidents, complaints or safety issues.
Website address	MET-Service.com
The relationship of the subcontractor to the Contractor	Perform electric and telecom work, soundmasking installation, and furniture wiring

24. Security

The Contractor must adhere to all State security procedures for facility access and background checks. The State may require the Contractor's personnel to wear State issued identification badges.

1. (a) We have done work in many high security buildings including court houses, banks and other State of Michigan buildings. We are committed to working by the guidelines and policies set forth by our customers to ensure that there are no breaches in security. Some of our own standards include refraining from propping doors, leaving any keys or door swipe cards in a place that is not safe and secure, or providing information about the building or work to outside parties. It is also our standard policy to report anything suspicious on the job site to the individuals the customer has asked us to communicate directly with.
 - (b) All of our employees will wear badges with their name and the company name for easy identification while working in the buildings.
 - (c) Our background checks are performed by iix (www.iix.com)
 - (d) Background checks can be performed to any level the State requires.

25. Project Management

1. Project Plan

Prior to starting work, the Contractor shall provide a project plan that will identify items such as the required contact personnel; the date the project plan must be submitted to the State; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

2. Meetings

The Contractor must attend a kickoff meeting at a date mutually agreed. The State may request other meetings, as it deems appropriate.

3. Reporting

The Contractor must submit, to the Program Manager a weekly project status report. The Contractor must explain its reporting capabilities and any reporting that is included in its proposal.

26. Ordering

Authorizing Document

The appropriate authorizing document for the Contract will be the Purchase Order issued by the State.

27. INVOICE AND PAYMENT

1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

2. Payment Methods

The State will make payment for Contract Activities as provided in Exhibit C.

RESERVED - EXHIBIT B

EXHIBIT C PRICING

1. The Contractor has provided a pricing schedule for the proposed Contract Activities using the tables below.
2. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, installation, maintenance, etc.).
3. The State may leverage the per unit and hourly costs provided in Exhibit C for future projects and locations. This may include Treasury or other State Departments/Agencies as well as MiDEAL members. The State may modify the equipment list and pricing over the term of the agreement as technology changes or to meet specific future agency needs. This will be documented through the change control process.

Total Fixed Price for Sound Masking Solution:

Facility Location	Total Firm-Fixed Price
13) Operations Center Location	Part 1: Equipment - \$130,806.82 Part 2: Installation - \$110,326.87 Part 3: On-Going Maintenance - * See Note below Part 4: Other Costs - \$7,200.00 (2 initial tuning trips) TOTAL COST FOR Operations Center (LOCATION 1) - \$248,333.69
14) Austin Location	Part 1: Equipment - \$64,345.16 Part 2: Installation - \$54,112.38 Part 3: On-Going Maintenance - *See Note below Part 4: Other Costs - \$7,200.00 (2 initial tuning trips) TOTAL COST FOR Austin (LOCATION 2) - \$125,657.54
Total Firm-Fixed Price for Location 1 and Location 2	\$373,991.23

*Note: After initial tuning is complete, additional tuning requests for Austin Building and Operations Center will be charged based on the size and scope of the request and will range from \$600 - \$3,000 per trip. Because these additional tunings are only at the State's request, the numbers above do not reflect these charges.

The Total Firm-Fixed price shall include all software/tools necessary for the State to manage and operate the masking network, system and controls.

Part 1: Equipment

The Price Per Unit may be leveraged by the State for future Sound Masking installs as needed by the Department of Treasury or other State of Michigan Agencies.

Location 1 – Operations Center Building

Equipment Description	Model	Quantity	Price Per Unit	Total Cost
Speaker	DS1356	922	66.18	61,017.96
Networked PoE Speaker Controller	DS8000	119	436.76	51,974.44
PoE Switch	FS728TP	7	572.94	4,010.58
Patch Panel	DSPNL24	7	147.06	1,029.42
Touch Screen	DSSMC-PC9	1	2,941.18	2,941.18
18/2 Cable	Plenum Cable	1	9,806.82	9,806.82
Generator	DS3008	1	1,455.88	1,455.88
One time cost reduction	DS1356	15	(-66.18)	(-992.7)
	DS8000	1	(-436.76)	(-436.76)
Total Equipment Cost				\$130,806.82

Location 2 – Austin Building

Equipment Description	Model	Quantity	Price Per Unit	Total Cost
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Speaker	DS1356	419	66.18	27,729.42
Networked PoE Speaker Controller	DS8000	56	436.76	24,258.56
PoE Switch	FS728TP	4	572.94	2,291.76
Patch Panel	DSPNL24	4	147.06	588.24
Touch Screen	DSSMC-PC9	1	2,941.18	2,941.18
18/2 Cable	Plenum Cable	1	4,880.12	4,880.12
Generator	DS3008	1	1,455.88	1,455.88
Total Equipment Cost				\$64,345.16

Based on the building diagrams/drawings provided by the State, Bidders shall indicate the square footage to be covered with sound masking for Location 1 and Location 2.

Bidder Response:

Location 1: Operations Center 189,417 square feet

Location 2: Austin Building 86,599 square feet

The following drawing that shows the Sound Masking system layout for the both locations.

Bidder Response:

Location 1: Operations Center – See Attachments 8 and 9

Location 2: Austin Building – See Attachments 10, 11 and 12

Equipment Pricing for Other Agencies and MiDEAL Members:

The State reserves the right to modify this list in the event new equipment is introduced.

Equipment Description	Model	Unit of Measure	Price Per Unit
Speaker	DS1356	each	\$66.18
Networked PoE Speaker Controller	DS8000	each	\$436.76
PoE Switch	FS728TP	each	\$572.94
Patch Panel	DSPNL24	each	\$147.06
Touch Screen	DSSMC-PC9	each	\$2,941.18
18/2 Cable	Plenum Cable	1000ft roll	\$140.00
Generator	DS3008	each	\$1,455.88

Speaker	DS1338	each	\$73.53
Speaker	DS1387	each	\$132.35
Speaker	DS1388	each	\$120.59
Speaker	DS1312	each	\$63.53
Generator/Amp/Mixer	DS1092	each	\$1,170.59
Generator/Amp/Mixer	DS1042	each	\$741.18
Generator	DS3002	each	\$1,029.41
Generator	DS3008	each	\$1,617.65

Part 2: Installation

The Price Per Unit "Installation Rates by County" may be leveraged by the State for future Sound Masking installs as needed by the Department of Treasury or other State of Michigan Agencies and MiDEAL members.

Location 1 – Operations Center Building

Employee Position	Estimated Hours	Hourly Rate	Total Cost
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Sound masking technician	1758	\$67.81 <i>(this includes one-time \$5.29/hour discount for)</i>	\$119,209.98
One time cost reduction			(-\$8,883.11)
Total Installation Cost			\$110,326.87

Location 2 – Austin Building

Employee Position	Estimated Hours	Hourly Rate	Total Cost
Sound masking technician	798	\$67.81 <i>(this includes one-time \$5.29/hour discount for)</i>	\$54,112.38
Total Installation Cost			\$54,112.38

Due to the many variables that would affect labor pricing but cannot be predicted in the format of this Contract, the Contractor will need to quote labor for any future locations on a case by case basis. Some of these variables include:

1. The various Prevailing Wage labor rates in different counties and townships
2. Varying building styles, layouts and sizes
3. Differing ceiling heights
4. Differing plenum heights
5. Differing ceiling tile materials (foil versus mineral back)
6. Various zoning and code restrictions
7. The method used to attach and secure wiring

Exhibit E - Sound Masking Project Information Form shall be completed by the requesting customer to initiate a project.

Installation Rates by County

- A) If Prevailing Wage is not applicable, the following hourly rate will apply for all services provided for this Contract:

Non-Prevailing Wage Labor Rate for All Counties: \$59/hour

- B) If Prevailing Wage is applicable, the following hourly rates will apply:

County	Hourly Rate	County	Hourly Rate
Alcona	\$47.76	Lake	\$60.06
Alger	\$53.24	LaPeer	\$69.67
Allegan	\$39.46	Leelanau	\$75.20
Alpena	\$47.76	Lenawee	\$70.00
Antrim	\$75.20	Livingston	\$73.10
Arenac	\$47.76	Luce	\$53.24
Baraga	\$58.50	Mackinac	\$53.24
Barry	\$39.46	Macomb	\$65.59
Bay	\$47.76	Manistee	\$75.20
Benzie	\$75.20	Marquette	\$53.24
Berrien	\$67.85	Mason	\$60.06
Branch	\$39.66	Mecosta	\$60.06
Calhoun	\$39.66	Menominee	\$58.59
Cass	\$67.85	Midland	\$47.76
Charlevoix	\$75.20	Missaukee	\$75.20

County	Hourly Rate	County	Hourly Rate
Cheboygan	\$47.76	Monroe	\$70.00
Chippewa	\$53.24	Montcalm	\$60.06
Clare	\$47.76	Montmorency	\$47.76
Clinton	\$73.10	Muskegon	\$60.06
Crawford	\$47.76	Newaygo	\$60.06
Delta	\$58.59	Oakland	\$65.59
Dickinson	\$58.50	Oceana	\$60.06
Eaton	\$73.10	Ogemaw	\$47.76
Emmet	\$47.76	Ontonagon	\$58.50
Genesee	\$69.67	Osceola	\$60.06
Gladwin	\$47.76	Oscoda	\$47.76
Gogebic	\$58.50	Otsego	\$47.76
Grand Traverse	\$75.20	Ottawa	\$60.06
Gratiot	\$73.10	Presque Isle	\$47.76
Hillsdale	\$70.00	Roscommon	\$47.76
Houghton	\$58.50	Saginaw	\$88.38
Huron	\$65.59	Sanilac	\$65.59
Ingham	\$73.10	Schoolcraft	\$58.59
Ionia	\$60.06	Shiawassee	\$73.10
Iosco	\$47.76	St Clair	\$65.59
Iron	\$58.50	St Joseph	\$39.46
Isabella	\$60.06	Tuscola	\$47.76
Jackson	\$67.80	VanBuren	\$39.46
Kalamazoo	\$39.46	Washtenaw	\$67.80
Kalkaska	\$75.20	Wayne	\$65.59
Kent	\$60.06	Wexford	\$75.20
Keweenaw	\$58.50		

Part 3: On-Going Maintenance

After initial tuning is complete, additional tuning requests will be charged based on the size and scope of the request and will range from \$600 - \$3,000 per trip. These additional tunings are only at the State's request.

Part 4: Other Costs

Initial tuning is billed at a flat rate of \$3,600 per trip. Each building will require two (2) initial tuning trips. There are no additional costs to the State other than those outlined in the Total Fixed Price for Sound Masking Solution table above.

**EXHIBIT D
PREVAILING WAGE**

The following Prevailing Wage Rates were in effect at the time this RFP was issued and the Contract was Awarded.



Exhibit D - Prevailing
Wage by County.pdf

Double Click to Open Exhibit D.

**EXHIBIT D
SOUND MASKING PROJECT INFORMATION FORM**

Soundmasking Project Information Form

Site Information	
Project Contact	
Company/Agency Name	
Phone	
Phone (mobile)	
Email	
Site Contact	
Company/Agency Name	
Phone	
Phone (mobile)	
Email	
Site Address	
Specify which floor(s)	
Front-end electronics installation location	
Will the electronics need a rack (Y/N)	
Special site access requirements (Y/N) Please specify	
Delivery Address	
Access to standard loading dock (Y/N)	
Freight elevator access (Y/N)	
Special Delivery Notes	

Installation	
Labor Specifications (Prevailing Wages/Non-Prevailing Wages)	
Is the space available during normal business hours?	
Can semi-automatic powder actuated tools (shot and pin) be used during normal business hours?	
Special site working notes	
Preferred Speaker Installation Dates If new construction, the preferable time is either just before or after the ceiling grid is in place, before the ceiling tiles get installed	
Preferred System Tuning Dates If new construction, the preferable time is after the furniture is installed prior to occupancy.	
Ceiling	
Ceiling Height (finished floor to bottom of ceiling grid)	
Deck Height (above ceiling grid tile to decking)	
Ceiling Tile Type (mineral/fiberglass/foil back)	
Specify decking material (concrete, metal...)	
Decking has sprayed on insulation (Y/N)	
All interior partition walls stop at ceiling grid (Y/N)	
All floors have open plenum (Y/N)	

Contract Attachment Summary

Attachment 1	RESERVED - Network System	Not needed in Contract
Attachment 2	Dynasound 5 Year Warranty	See Attached
Attachment 3	RESERVED - DS3008-DSSMC PC9	Not needed in Contract
Attachment 4	RESERVED - DS8000	Not needed in Contract
Attachment 5	RESERVED - DS1356	Not needed in Contract
Attachment 6	RESERVED - FS728TP	Not needed in Contract
Attachment 7	RESERVED - Design/Implementation Process	Not needed in Contract
Attachment 8	Operations1stFloorMaskingRev2-Model <i>Double Click Icons to Open PDF File (more detailed drawing)</i>	REDACTED
Attachment 9	Operations2ndFloorMaskingRev1-Model <i>Double Click Icons to Open PDF File (more detailed drawing)</i>	REDACTED
Attachment 10	Austin1stFloorMaskingRev1-Model <i>Double Click Icons to Open PDF File (more detailed drawing)</i>	REDACTED
Attachment 11	Austin2ndFloorMaskingRev1-Model <i>Double Click Icons to Open PDF File (more detailed drawing)</i>	REDACTED
Attachment 12	Austin 3 rd Floor <i>Double Click Icons to Open PDF File (more detailed drawing)</i>	REDACTED

DBI

Attachment 2



▶soundmasking.com

**DYNASOUND MASKING SYSTEM
EXTENDED FIVE YEAR SYSTEMS WARRANTY
WARRANTY REGISTRATION**

REQUIRED WARRANTY REGISTRATION INFORMATION:

DATE OF INSTALLATION: _____
NAME OF COMPANY: _____
ADDRESS: _____
PHONE: _____
CONTACT: _____

WARRANTY REPAIR POLICY

All Dynasound equipment, furnished and installed under this systems contract, shall be warranted to be free of defective components and faulty workmanship for a period of **FIVE YEARS** from date of factory invoice. All other equipment, furnished and installed under this contract, shall be warranted for a period of one year.

For warranty purposes, improper functioning means failure of the system to generate masking sound due to defects not caused by the Owner. It does not include such Owner caused malfunctions as accidental turning off of the system, readjustment of the controls, retuning of the system, or injury to the system beyond normal wear. The owner must pay freight to return the unit and Dynasound will pay the freight for return.

For Non-warranty repair, the owner must pay freight to return the unit. If the customer has credit, Dynasound will repair the unit and return it with an invoice for both the repair and return freight charges. If credit has not been established, the repair and return will be COD. Dynasound will notify the owner after any factory service whether or not it was a warranty repair or not.

The factory service facility is:
Dynasound, Inc.
6439 Atlantic Blvd.
Norcross, GA 30071
770.242.8176 Fax 770.242.8858



EXTENDED FIVE YEAR WARRANTY

Dynasound manufactured products as provided under this contract are warranted to be free of defects in materials and workmanship as listed below:

ELECTRICAL & ELECTRONIC PARTS FIVE YEARS
LAMPS & LIGHT EMITTING DIODES FIVE YEARS
LABOR FIVE YEARS

This warranty is terminated if the equipment indicates that it was subjected to abuse, unauthorized modifications, accident, or alterations of any kind, or way. Any components of this product, which, with normal installation and use become defective, will be either repaired or replaced at Dynasound's discretion.

This equipment must be delivered or shipped, prepaid and insured to the Dynasound service department, after obtaining a Return Material Authorization (RMA). Said RMA may be obtained by mail or telephone, and should be clearly marked on the accompanying paperwork. Any changes in product not approved by Dynasound shall VOID this warranty.

Dynasound is not liable for consequential damages. This warranty is in lieu of all other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, and no representative nor person is authorized to assume for Dynasound any other liability in connection with the sale or installation of our products.

