

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48226

P.O. BOX 30650
 LANSING, MI 48209

CHANGE NOTICE NO. 001
 to
 CONTRACT NO. 071B4300066

between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Motorola Inc 1303 East Algonquin Road Schamburg IL, 60196-1079	Gordon Webb	gordon.webb@motorolasolutions.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	517-857-3796	*****5800

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Jeff Pratt	517-241-4391	prattj@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Statewide Video Mgt System			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 11, 2014	March 11, 2019	5 - 1 Year	March 11, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
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			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		3/11/2019
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,349,036.00		\$1,652,281.00	\$4,001,317.00	
DESCRIPTION: MDOC requests to add funding per OIP/DTMB to support additional software licenses for MDOC camera expansion. All other terms and conditions remain the same.				



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK**

Project Title: Statewide Video Management Software Solution and Management Change Request	Period of Coverage: 4/19/16-6-19-16
Requesting Department: DTMB	Date: March 7, 2016
Agency Project Manager: Gary Keiffer	Phone: 517-241-6886
DTMB Project Manager: Jeff Pratt	Phone: 517-241-4391

Brief Description of Services to be provided:

Change request to increase purchasing authority associated with the Statewide video management software solution and management contract

BACKGROUND:

On March 11, 2014 the State of Michigan executed a master contract (071B4300066) for a Video Management Software (VMS) solution and camera licensing to serve the State of Michigan (SOM) and other public entities with the State of Michigan. The SOM is working towards integration of numerous security video management systems throughout the state. This solution has to date been used solely by the Michigan Department of Corrections (MDOC) who due to changes in security strategy since award of the original contract has exhausted the available funds assigned to the current contract.

PROJECT OBJECTIVE:

To increase purchasing authority which will allow MDOC to complete security system modernization throughout their facilities

SCOPE OF WORK:

The scope of work remains the same as the original contract which includes:

- Provide camera licensing of VMS software that meets requirements;
- Site specifications and project plan;
- VMS software and licensing installation and configuration;
- VMS implementation and testing at each site;
- Training at each site;
- Web site for training documentation;
- Documentation for each site;
- VMS maintenance support;
- VMS help desk support;
- Validation and Verification of software and system performance;
- Project management and coordination.

Out of Scope

1. Video recording and management server/device hardware
2. Video security camera hardware
3. Communications cabling hardware

TASKS:

Technical support is required to assist with the following tasks:
Technical support remains the same as original contract terms

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them.
Deliverables for this project include:

- Project deliverables remain the same as per the original contract.
- VMS Licenses and software for each site (per attached schedule)
- Assistance to the integrator with issues and configuration
- VMS server and software installation in compliance with site specifications
- Camera migration (to include transition of operations to the new VMS application)
- Configuration of VMS software for each site
- Customization of VMS software for each site in compliance with site specifications
- VMS system testing and validation

ACCEPTANCE CRITERIA:**PROJECT CONTROL AND REPORTS:**

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

- **All invoices must include the purchase order number**

Payment will be made based on satisfactory acceptance of by the agency (MDOC) project manager for work completed at each facility/site (per attached schedule). DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name Gary Keiffer
Department Department of Corrections
Area
Building/Floor
Address
City/State/Zip
Phone Number 517-241-6886
Fax Number
Email Address keifferg@michigan.gov

The designated DTMB Project Manager is:

Name Jeff Pratt
Department DTMB
Area Office of Infrastructure Protection
Building/Floor JOC, 1st
Address 615 W. Allegan St
City/State/Zip Lansing, Mi. 48909
Phone Number 517-241-4391
Fax Number
Email Addressprattj@michigan.gov

AGENCY RESPONSIBILITIES:

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at:

Reference attached schedule

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B4300066. This purchase order, statement of work, and the terms and conditions of Contract Number 071B4300066 constitute the entire agreement between the State and the Contractor.

Facility Name	Existing Under Contract			Estimated Expansion			Client Total	Camera Total	Plan Mgr Total	SMA with Call Back Support	Facility Total	Estimated Start Date	Estimated Complete Date
	Camera License	Client Support	Plan manager	Camera License	Client Support	Plan manager							
19 SAGINAW CORRECTIONAL FACILITY				276	10	2	\$ 63,480	\$ 3,000	\$ 8,500	\$ 52,486	\$ 127,466	Apr-16	Jul-16
20 PARNALL CORRECTIONAL FACILITY				300	10	2	\$ 69,000	\$ 3,000	\$ 8,500	\$ 56,350	\$ 136,850	Apr-16	Jul-16
21 GUS HARRISON CORRECTIONAL FACILITY				360	11	2	\$ 82,800	\$ 3,300	\$ 8,500	\$ 66,220	\$ 160,820	Apr-16	Jul-16
22 RUGSBY CORRECTIONAL FACILITY				200	8	1	\$ 46,000	\$ 2,400	\$ 4,250	\$ 36,833	\$ 89,505	Apr-16	Jul-16
23 LAKELAND CORRECTIONAL FACILITY				250	9	1	\$ 57,500	\$ 2,700	\$ 4,250	\$ 45,115	\$ 109,565	Apr-16	Jul-16
24 OJIBWAY CORRECTIONAL FACILITY				200	11	1	\$ 46,000	\$ 3,300	\$ 4,250	\$ 37,485	\$ 91,035	May-16	Aug-16
25 MICHIGAN REFORMATORY				250	10	1	\$ 57,500	\$ 3,000	\$ 4,250	\$ 45,925	\$ 110,075	Jun-16	Sep-16
26 NEWBERY CORRECTIONAL FACILITY				250	10	1	\$ 57,500	\$ 3,000	\$ 4,250	\$ 45,925	\$ 110,075	Jun-16	Oct-16
27 MUSKOGEE CORRECTIONAL FACILITY				200	11	1	\$ 46,000	\$ 3,300	\$ 4,250	\$ 37,485	\$ 91,035	Aug-16	Nov-16
28 CENTRAL MICHIGAN CORRECTIONAL FACILITY				360	9	2	\$ 82,800	\$ 2,700	\$ 8,500	\$ 65,800	\$ 159,800	Sep-16	Dec-16
29 BELLAMY CREEK CORRECTIONAL FACILITY				350	10	2	\$ 80,500	\$ 3,000	\$ 8,500	\$ 64,400	\$ 156,400	Oct-16	Jan-17
30 WOMEN'S HURON VALLEY CORRECTIONAL FACILITY												Nov-16	Mar-17
31 DETROIT RE ENTRY CENTER				250	9	1	\$ 57,500	\$ 2,700	\$ 4,250	\$ 45,115	\$ 109,565	Dec-16	Mar-17
32 WOODLAND CENTER CORRECTIONAL FACILITY				250	10	1	\$ 57,500	\$ 3,000	\$ 4,250	\$ 45,325	\$ 110,075	Jan-17	May-17
33 SAU CORRECTIONAL FACILITY				200	9	1	\$ 46,000	\$ 2,700	\$ 4,250	\$ 37,055	\$ 90,015	Feb-17	Jun-17
Totals	4197	155	24	3420	127	17	\$ 850,080	\$ 41,100	\$ 80,750	\$ 680,351	\$ 1,652,281		

Projected Totals:

Cameras 7617
PCs 282
Plan Managers 41

Plan Manager: Genetec Video Management Software Module that provides interactive mapping functionality to better visualize the security environment
Call Center: Motorola Solutions Systems Support Center helpdesk providing technical support related to the Genetec Software

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

**NOTICE
 OF
 CONTRACT NO. 071B4300066**
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Motorola Solutions, Inc. 1303 East Algonquin Road Schaumburg, IL 60196-1079	Gordon Webb	Gordon.Webb@motorolasolutions.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 857-3796	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Jason Narin	517-335-6735	nairnj@michigan.gov
BUYER:	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

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CONTRACT SUMMARY:			
DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)			
Statewide Video Mgmt System			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	March 11, 2014	March 11, 2019	5, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<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:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$2,349,036.00

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 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
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	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 857-3796	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Jason Narin	517-335-6735	nairnj@michigan.gov
BUYER:	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

23

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DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)			
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5 years	March 11, 2014	March 11, 2019	5, one year
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N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<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:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$2,349,036.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #084R3200020. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

Notice of Contract #: 071B4300066

FOR THE CONTRACTOR:	FOR THE STATE:
Motorola Solutions, Inc. Firm Name	Signature
Authorized Agent Signature	Jeff Brownlee, Chief Procurement Officer Name/Title
Authorized Agent (Print or Type)	DTMB Procurement Enter Name of Agency
Date	Date



STATE OF MICHIGAN
Department of Technology, Management and Budget
Procurement

Contract 071B4300066

STATEWIDE VIDEO MANAGEMENT SOFTWARE
SOLUTION AND MANAGEMENT

Buyer Name: Michael Breen
Buyer Direct Telephone Number: (517) 241-7720
Toll-Free Office Number: 855-MI-PURCH (855-647-8724)
E-Mail Address: breenm@michigan.gov

Estimated Timeline:

Key Milestone:	Date:
Issue Date	9/06/2013
Questions Due Date	9/17/2013
Anticipated Addenda Posting	9/23/2013
Bid Due Date	10/09/2013
Anticipated Award Date	11/13/2013
State Administrative Board Approval	12/16/2013
Anticipated Contract Start Date	12/23/2013



RFP Checklist for Bidder Proposal Contents and Responsiveness

This page provides a checklist for Bidders convenience to help recall the important requirements of the RFP. The list may not be all inclusive. The Bidder is responsible to read the RFP and submit all the required responses. If Bidder has any questions concerning these requirements please contact the Buyer listed on the front page of this RFP.

Article 1 and Attachments:

_____ Response has been provided for all items requested in Article 1, Statement of Work. The Technical Proposal Requirements have been met and all responses are included in the format designated in Article 3.

_____ [Price](#) Proposal for the RFP has been included in Bidder's proposal, according to the instructions in Article 3 and using the format in the price table attached to the RFP, if included. If the RFP requires that pricing be sealed separately, these directions must be followed or the proposal may be viewed as noncompliant.

Article 2:

_____ Statement that a Certificate of Insurance will be provided as a condition of award has been included.

_____ Acknowledgment and concurrence with each term and condition listed in Article 2 of the RFP has been provided within Bidder's proposal, with any comments or issues clearly identified.

Article 3:

_____ The complete proposal was submitted through Buy4Michigan in accordance with Section 3.060.

Article 4:

_____ Response has been provided for all items requested in Article 4 including a signature by an individual authorized to legally bind Bidder's company.

Other:

_____ The Vendor Categories has been completed and stored in the Bidder's Buy4Michigan.com account.



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Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan wishes to establish a master contract for a Video Management Software (VMS) Solution to serve the State of Michigan (SOM) and other public entities within the State of Michigan.

1. The software shall be a Commercial Off-The-Shelf (COTS) software package that is customizable by the State and can be used for Statewide Video Security camera video viewing and management.
2. The software shall be based around a centralized server(s) or appliance device that provides management and recording of images from IP cameras and IP encoded analog cameras.
3. The VMS Software shall be able to work in a Virtual environment.
4. The VMS software shall have to support both centralized and distributed systems but shall be able to be centrally managed via the network.
5. The State is seeking software that can meet the RFP requirements out of the box (See Appendix 04 – Column 1 Method of Compliance).

This solicitation is designed to allow the State of Michigan to provide consistent video security management services and standard costs to all state entities and partners for the five (5) years following signing of the final contract.

The state is interested in contracting with a software provider who can provide continued support for all the security video management systems that will be installed throughout the state.

The State of Michigan projects the installation of numerous security video management systems throughout the state over the next five (5) years.

1.002 BACKGROUND

The State of Michigan is working towards integration of numerous security video management systems throughout the state.

The next step in the project is procurement of a Video Management System (VMS) software solution that can be scaled to meet the needs of numerous State of Michigan entities.

1. This project will establish a standard VMS system that will be used for existing cameras and that will grow as additional systems and cameras are added throughout the state.
2. The VMS systems may initially only support local viewing from connected PC's but will require the capability to eventually scale up and provide numerous viewing and management capabilities both locally and remotely via wired and wireless solutions. Future functionality shall include software to support remote viewing via the cellular telephone network.
3. There are thirty (30) prisons with a projected total of 3956 cameras to be connected. A listing of prison locations and number of projected cameras at each site may be found in Appendix 01 – Cost Table Number Ten (10).
4. This project will be on-going for the next five (5) years as reflected in Appendix 05 – Site Priority Listing.

In addition to the Department of Corrections (DOC) project, this new software solution shall be available to all state entities, local governments, schools, and non-profit hospitals within the state of Michigan if they want to procure additional licenses under separate purchase orders.



1.100 Scope of Work and Deliverables

1.101 IN SCOPE

This project consists of the following scope:

- Licensing of VMS software that meets requirements
- Setting up a proof of concept test site in Lansing
- Site Specifications and Project Plans
- VMS software installation and configuration
- VMS Implementation and testing at each site
- Training for each site
- Web site for training documentation
- Documentation for each site
- VMS Maintenance support
- VMS Help Desk support
- Validation and Verification of software and system performance
- Project Management and coordination

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section [1.104 Software, Services and Deliverables to be Provided](#)

1.102 OUT OF SCOPE

Out of scope equipment and work includes:

1. Video recording and management server / device hardware
2. Video Security cameras hardware
3. Communications cabling hardware

Section 1.102 - OUT OF SCOPE

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm their agreement that the items are out of scope	Confirm
2	Bidder shall confirm any products and or services that they believe are outside of the scope of work that are not listed above.	n/a

1.103 ENVIRONMENT

The links below provide information on the State’s Enterprise information technology (IT) policies, standards and procedures which include security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any



change. The DTMB Project Manager must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State’s Contract Manager and DTMB must approve any changes in writing, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

- http://www.michigan.gov/documents/dmb/1310_183772_7.pdf
- http://www.michigan.gov/documents/dmb/1310.02_183775_7.pdf
- http://www.michigan.gov/documents/dmb/1325_193160_7.pdf
- http://www.michigan.gov/documents/dmb/1335_193161_7.pdf
- http://www.michigan.gov/documents/dmb/1340_193162_7.pdf
- http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf

The State’s security environment includes:

- MDTMB Single Login.
- MDTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

The VMS software and system shall comply with industry best practices implementing standard security features to prevent system compromises.

MDTMB requires that its single - login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State’s Contract Manager and MDTMB Office of Enterprise Security.

IT Strategic Plan:

<http://www.michigan.gov/itstrategicplan>

IT eMichigan Web Development Standard Tools:

http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf

The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

Agency Specific Technical Environment

All entities should be using the Enterprise Standard Products listed at <http://www.michigan.gov/dmb/0,4568,7-150-56355---,00.html>. The VMS software should be compatible with as many SOM standards as possible. The VMS software shall run on a Linux or Microsoft platform.

Section 1.103 - ENVIRONMENT

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm their statement of compliance with the requirements of this section and provide their response in Appendix 04.	Motorola Solutions confirms our statement of compliance in Appendix 04



1.104 SOFTWARE, HARDWARE, SERVICES AND DELIVERABLES TO BE PROVIDED

General Requirements

The State of Michigan sees the VMS software provider working in a sales, management and technical services role for entities and partners when they install a video security system as follows:

The VMS provider (chosen provider that responds to this solicitation) will publish a standard price for a camera license for the first year and then software maintenance costs for each consecutive year.

1. If the software is purchased within the first six months of the contract year, the software maintenance shall run to the end of the five (5) year contract period.
2. If the software is purchased in the second six months of a contract year, the entity will pay for the first year and any full contract years but will receive the remaining months until the end of the contract at no cost. (No more than six (6) months at no cost).
3. The original camera license and maintenance cost shall be the same cost for the five (5) year period and shall not increase for any reason.
4. Any entity that installs a video security system shall be able to purchase the camera licenses and install the VMS Software on their own servers for the per-camera license price and same maintenance costs. There shall be no extra costs for the base software.
5. Entities can bid out their video security system and associated cameras. They must choose an integrator that is licensed by the provider to install the VMS software in compliance with SOM security standards and industry best standards recommended by the National Institute of Standards and Technology (NIST).
6. The integrator will be tasked with installing VMS network video recorder (NVR) server/device software and PC VMS software in a standardized configuration across agencies as much as possible.
7. The integrator will obtain the base system software and camera licenses from the provider at the State contract price.
8. NVR servers / devices will be specified by the VMS provider and shall be sourced through the State of Michigan’s hardware contract in coordination with DTMB.
9. The software and maintenance costs will be directly paid by the State of Michigan entity to the provider and there shall be no markup for the integrator on the software.
10. The provider shall provide the VMS software for the complete security video management solution to all State of Michigan entities.
11. The provider shall provide one standard version of the VMS software to all State of Michigan entities and provide updates during the service maintenance contract for each state entity as defined in 1.104 Maintenance and Support Deliverables Technical item n. 3.

For the purpose of preparing proposals, providers should consider that the systems will be installed and in operation in a phased approach as defined in the Appendix 05 – Site Priority Listing.

Section 1.104 – General Requirements

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply

A. Business Requirements

The State of Michigan wishes to be able to provide a comprehensive and standards-based video security recording and management solution to all its site entities and partners.

The Video Management System (VMS) shall provide the ability to view video from one central location and scale up to many different locations if required.



As part of this contract, the contractor shall install a demo system on the DTMB servers to record and manage at least ten (10) different models of cameras and include all licensing and software installation for the test. The DTMB demo system will also serve as a hosted training center for VMS training classes.

The system shall initially be installed at the State of Michigan in Lansing, MI and shall be used to record video security cameras.

1. The VMS software will be installed on a server/device and PC's at the State of Michigan. The test system shall record no less than ten (10) different models of cameras as an initial test.
2. The contractor shall provide personnel onsite as required to configure the VMS system software and to migrate the cameras to the recording system.
3. The demo system shall be installed and tested for sixty (60) days to evaluate the software functionality and performance.
4. The test VMS system shall include a complete implementation of mapping, recording, and reviewing of video. Include any viewing software required for no less than five (5) workstations.
5. Configure the VMS test system to maximize every aspect of the software configuration and management available.
6. Setup at least five (5) viewers on the test system and fully configure and customize their viewing experience.
7. This shall be a VMS test system to determine if the software and the contractor's implementation will meet the owners' requirements in the long-term and complies with the SOM's Technical Environment policies. DTMB Security and Quality Assurance will evaluate the VMS test system for SOM policy compliance and industry best practice security standards.
8. A complete Acceptance Process as defined in Article 1, [1.500 Acceptance](#).
9. The Demo system will serve as the central VMS training center for SOM and be utilized for the VMS training classes when possible.

Deliverable(s)

Identification of site software license requirements (Contractor performs a site analysis and gathers detailed requirements for each site).
 Software and Systems comply with SOM development technologies standards at:
http://www.michigan.gov/documents/dit/Development_Technologies_385790_7.pdf.
 System Specification Design document for each site. A site specification document for each site installation and delivered to Project Manager, DTMB & site manager for review and approval.
 Project plan with milestones defined for each site installation.
 Test Plan for verification and validation of VMS software application configuration.
 System Concept of Operations for each site defining on-going maintenance requirements.
 System testing and validation in compliance with Article 1, [1.500 Acceptance](#).
 VMS system configuration functions as defined in [1.104 Software, Services and Deliverables to be Provided](#) , C. Software section.

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in [1.501 Criteria](#).

Section 1.104 – A – Business Requirements

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements .	Understood and Comply



2	Bidder shall describe their proposed DEMO training solution and describe how it meets the requirements in this section.	The Demonstration System, is a temporary license utilized for the evaluation period. The license represents the components required to operate as the "head end". Upon acceptance, the demo license will be converted to a permanent license, with an infinite end date.
3	Bidder shall describe State roles and Contractor roles for this section.	Motorola Solutions with the support of Genetec will commission the demonstration system. The State shall provide the required hardware and physical installations. Motorola and the State of Michigan have been communication and public safety partners on the highest level since 1995. Motorola has worked with Michigan on the implementation of a Statewide Digital Radio System (MPSCS – Michigan Public Safety Communication System), a statewide CAD (Computer Aided Dispatch) network, infrastructure supporting these systems (towers, power, shelters, security, etc) and multiple iterations of user radios. Motorola has also worked with the State on the integration of multiple cities (i.e. Detroit) and counties (i.e. Genesee, Saginaw, Washtenaw, etc) into these networks to enhance interoperability and promote public safety end user safety and productivity.

B. Hardware

The Contractor shall work with the State to finalize the site specific documentation. The servers will be sourced through the State of Michigan’s hardware contract with DTMB oversight.

Deliverable(s)

- Site Specification documents identifying NVR server / device requirements for each site
- VMS manufacturers hardware platform recommendation

Section 1.104 – B – Hardware

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	The Bidder shall identify how many Network Video Recorder (NVR) servers or appliance devices are needed at each site and provide the VMS manufacturer’s recommended configuration of these servers or devices for VMS software optimal performance and expansion. The Bidder shall include in the site specification documentation for each site.	See Attached 07 System_Design_and_Calculations_State_of_Michigan for Design, Calculation Spreadsheet, and hardware requirements
3	The provider must provide a detailed description of the hardware requirements for the VMS software proposed. For example, database software version, operating system version, third party utilities and hardware sizing required for maximum effectiveness of the software. Describe the proposed architecture, technology standards, and programming environment required to support the VMS software system.	See Attached 08 State of Michigan Genetec System Design Document for System Requirements for Security Center 5.2, and design drawing



C. Software

The provider shall provide the latest version of VMS software and shall provide all VMS updates and patches for the life of the contract. Patches and updates shall be installed in a timely manner in coordination with the SOM site manager.

The software shall be a globally released Video Management System (VMS) software that can be used to record video locally or provide centralized storage for remote cameras.

A. General VMS Software Functionality Requirements

1. Software shall be able to be installed on a local server, device or in a Virtual environment.
2. VMS software shall be fully compatible with numerous virtual installations on the same physical virtual "host" server.
3. The VMS system shall store video on a local server / device. It shall also be compatible with SAN storage and cloud storage of video.
4. The software shall be capable of continuous, scheduled, alarm/event, and motion recording, shall have pre- and post-alarm recording, and shall be fully programmable on a per-channel basis.
5. Pre and Post event and motion recording shall be fully configurable.
6. The VMS software shall run on a Linux or Microsoft platform.
7. The software shall store a database of device errors, alarms, and other system events, and the comprehensive database shall be accessed and searched through the system log window.
8. Software shall be fully configurable to support anywhere from one (1) to thirty (30) frames per second per camera.
9. Shall provide for both recording, live view and viewing of recording images at the same time.
10. Shall support one frame per second on all cameras as well as configurable frames per second during motion or pre-configured time schedules.
11. Throughput shall be calculated at 1280x960 resolutions for a standard camera.
12. When specifying the servers / devices the contractor shall work with the designer to understand the actual resolution of the cameras on site and to be installed.
13. Assume that the owner will be viewing live video on ten percent (10%) of the installed cameras. This shall be taken into account if the servers/devices do any processing of the live images.
14. Assume the owner will be viewing recorded video on five percent (5%) of the cameras. This shall be taken into account if the servers/devices do any processing of the recorded images during playback.
15. Software shall provide capability to record on movement or to record at all times. This shall be a user-defined option.
16. The processing and recording of the images shall be done based on the following standards.
 - A. Recording shall be done at: Video Standards: NTSC & Video Compression: H.264
17. The software shall allow control of all aspects of the security viewing, controlling and replaying.
18. The software shall display video from any camera to a specific monitor or screen division, including changing screen division views.
19. Move system PTZ cameras to a specified preset location. This shall work with IP or existing analog cameras.
20. Activate predefined patterns on system PTZ cameras.
21. Start/stop recording an event from any indicated video source.
22. Activate system relays and send e-mail notification to any recipient via SMTP.
23. Software shall support two-way audio through the cameras.
24. Audio shall be able to be stored with the video in exact sync and at similar compression rates.
25. Shall allow connection of a microphone at the viewing station that can play through the cameras with the correct audio equipment.
26. Shall support input and output alarms from other devices and output to other devices to support integration of numerous systems.
27. VMS software shall offer a reboot option for cameras if possible.



B. Video Storage

1. Backups of the images shall be done continually. The oldest data shall be overwritten when the disk becomes full.
2. Software shall support on-board video storage as well as video storage in a SAN/NAS configuration.
3. Shall also support cloud-based storage of video.
4. After a user-defined period of time, the video shall be able to be “pruned”. This means that any images recorded at fifteen (15) frames per second can be cut so that the system is only storing one (1) or more frames per second.
5. The software shall be able to be configured to delete recorded video after a configurable number of days.

C. Redundancy of stored video images

1. Software shall support RAID five (5) redundancy array configuration on servers such that losing two drives will not mean a loss of recorded images. Device configuration shall be of similar fault tolerance levels, or restore features that prevent the loss of any recorded images.
2. Software shall support quick storage to high speed hard drives.
3. Software shall support slower drive speeds used for long term storage.

D. Active Directory Authentication and Role Based Security

1. VMS user logins for administration and viewing shall be compatible with Active Directory role-based security and shall allow single logon.
2. VMS user logins for administration and viewing shall also use local role-based security groups if Active Directory is not available and shall allow single logon.

E. Viewing of live and recorded video images

1. Shall support connectivity to multiple viewing stations (Computers) for viewing live cameras. Display shall show images in groups of one (1), four (4), nine (9), or sixteen (16).
2. Multiple users shall be able to view the same camera view or sequence simultaneously without affecting the bandwidth of the network.
3. Viewers shall be able to see overall image and a digitally “zoomed-in” image in another window or picture-in-picture window.
4. The system shall utilize Multi-cast streaming video to allow multiple users to view the same video stream, though not necessarily synchronized. The software shall supply up to thirty two (32) simultaneous playback streams.
5. The system shall allow all PC’s attached to the wired network to view cameras at full resolution on their PC.
6. The network video recorder (NVR) shall have outputs viewable on up to thirty two (32) individual workstations, shall record video, audio, and data streams for every channel, and shall have storage locking.
7. Provide for unlimited system operators with personal identification numbers (PINs) with priority levels, operator facilities, system roles, and camera and monitor groupings.
8. Software shall allow for segmentation of the camera viewing based on logins.
9. A person shall be able to be setup as a viewer of the cameras and only given access to a user specified amount or location of cameras.
10. The layout of the cameras and viewing screen shall be able to be set by the user’s login. Each can have a custom layout that the system remembers.
11. Any user shall be able to be setup so they cannot view or administrator chosen cameras. For example, if a person monitoring a high school is allowed to view camera images then the system shall allow the owner to segment all HS cameras so the person can only see those cameras at the high school.
12. Segmentation of camera views and review of stored images shall be able to be based on: User login credentials and Active Directory login credentials.
13. Software shall have the ability to support network-based viewing of live and stored video through PC’s laptops, tablet devices and Android and Apple based smartphones for future implementations.



14. Each installation shall support no less than ten (10) live/recorded views through network attached PC's viewing.
 15. Each installation shall have the ability to support no less than ten (10) live/recorded views through wirelessly attached tablets or smartphones in future implementations.
 16. The viewing licenses shall not be an additional charge to the partner or entity. (If this is a chargeable license then provide that pricing in your response).
 17. Software shall support: record during playback, playback by date, time, and camera and on-screen programming.
 18. Owner shall be able to review recorded video at any time without interrupting the current recording of images from cameras.
 19. Review of all recorded video. Interface shall allow searching by motion, recording, time, camera and building.
- F. Software shall support Remote Viewing via Cellular network for future implementations.
1. The software shall support remote viewing of cameras via the cellular telephone network via smartphones.
 2. These connections shall be required to support the same login and user management requirements of PC's that are attached to the wired data network.
- G. Searching of recorded video
1. The software shall support many different ways to view the recorded video.
 2. Shall be able to search for movement in an owner setup area of any camera image.
 3. Search by motion.
 4. Allow simultaneous playback of numerous cameras.
- H. Integration with Cameras
1. Software shall work with analog IP cameras and IP encoders.
 2. Shall contain built-in video motion detection.
 3. Pan/Tilt/Zoom control of PTZ cameras via the IP connection and via on-screen controls.
 4. Software shall support USB attached joystick for PTZ camera control.
 5. Video titling shall provide for a thirty (30) character camera site description (on/off), display time / date (on/off), set the display color (black/white), display a site message (on/off) and define the screen block position for the title.
 - A. Shall be visible at viewing live and recorded video.
- I. Messaging & Alarms from software shall be included.
1. The NVR shall allow remote alarms by sending an e-mail or cell phone call or pager message upon an alarm.
 2. Alarms may include:
 - A. Motion on a camera's image during owner-specified hours.
 - B. Loss of video signal on a camera.
 - C. VMS Server or storage equipment failure.
 - D. Other configurable parameters.
 - E. Output shall include an alarm to the access control system or email, phone call or pager notification. Owner shall be able to identify how they are notified. All listed shall be options that are available setting in the VMS software.
 3. Provide for pop-up windows for alarmed video which is configured by the owner.
 4. Play an audio file upon alarm based on video.
- J. Download video for legal requirements.
1. The software shall be configurable to limit users who can print images or download videos. This shall be determined by login.
 2. User shall be able to print still images directly to a printer from the NVR or remote user's terminal.
 3. All video shall be able to be offloaded to a disc along with a watermark to ensure authenticity of the video.
 4. Video shall also be able to be offloaded to a simple AVI type file.
 5. Video needs to be time stamped via an official NTP device.
- K. Software shall include virtual case folders where the user can create a linked report that includes.
1. Video clips that can be authenticated in court.



2. Typed notes detailing investigation parameters.
 3. Still images chosen from the video.
 4. HTML links to outside information.
- L. Each aspect of administration of the system and viewing cameras shall be able to be controlled through configuration of the software.
1. Administrative level access shall allow setting and changes of all recording and scheduling parameters.
 2. The software shall be able to be password protected for viewing, with additional levels of security required for changing configuration of the recording and camera functions.
- M. Mapping
1. The software shall provide maps within the software that can be used to provide hot keys/buttons to switch a viewing monitor to a camera identified on the maps.
 - A. The software shall accept AutoCAD or PDF files and shall input the maps into the video control software.
 - B. The maps shall provide for icons/buttons on the maps so that the user can click on the camera button on the map and the user will be able to view the camera associated with that button.
 - C. Contractor shall be able to load and populate each map with the cameras for each building where cameras are located.
 - D. Software shall provide a drill-down map control software that allows the user to click on the site plan, then the individual building and then the floor or portion of the floor on that building and finally the camera on that floor.
- N. Central management of servers / devices for updates and camera management
1. Software shall appear as one installation at each site regardless of the number of physical VMS servers / devices on the same network. The goal is not to apply updates to all systems through the same login but to provide the update through one login for one entity or partner. Example, one hospital shall have a single login and updates for their servers.
- O. Lighting trigger and integration
1. The VMS software shall have the capability to include software and equipment to trigger other systems-based on movement within the video image.
 - A. These “triggers” may be used to turn lights on and off and shall be able to be set based on each camera individually or groups of cameras. Example: If there is motion on a certain camera, the system shall notice that motion and trigger a light or multiple lights to turn on.
 - B. The trigger will not be the primary lighting control system but shall be able to trigger action in the lighting control system.
 - C. This triggering shall be able to be configured based on time of day. In example, it is not worthwhile to trigger lights during the day.
 - D. The system shall be fully configurable to only engage the motion-trigger process during certain times of day.
 - E. The system shall be able to control the percent of motion that is required for the triggers to be engaged. For example, the State Of Michigan does not want a system where leaves moving on a tree turn on the lights. The owner shall be able to set a minimum threshold for motion.

The VMS software and system shall comply with industry best practices implementing standard security features to prevent system compromises.

Deliverable(s)

- VMS Software with above functionality to include security features
- Software Licenses
- Configuration and Installation

Acceptance Criteria

High-level acceptance criteria for Software Deliverables are listed in [1.500 Acceptance](#). All VMS system configurations should be validated with the system specification document that each site manager approved.



Section 1.104 – C – Software

Bidders shall provide the following:

- | | |
|----------|---|
| 1 | The Bidder shall provide narrative of the proposed VMS software solution to meet the software requirements in this section as per the requirements in Appendix 4. |
|----------|---|

Bidder Response:

Motorola Solutions partnered with Genetec is proposing the use of Security Center 5.2 as the Video Management Software for the video needs of the State of Michigan. The understanding is that this contract will first be utilized to consolidate video at the Michigan Department of Corrections facilities listed in the bid documentation. The documents included in the submittal reflect a design based on some reliance on the assumption of the states’ needs and desire for a “State Wide Video Management Solution”

Motorola Solutions currently plans, implements and maintains a Security Center 5.2 deployment for the City of Chicago with upward of 10,000+ cameras resembling the end state of the architecture proposed to State of Michigan. Motorola will rely on the existing Motorola technical team for the experience and capabilities to plan, implement and maintain the State of Michigan Video Management System within this proposal. Motorola will also leverage the knowledge of Genetec for in-depth technical issue resolution and the local partners for approved integration activities and increased local response times for maintenance.

The Genetec Security Center architecture provides superior:

- Scalability for Hardware Efficiency through architecture
- Expandability
- Network Flexibility- Multicast, Unicast and Hybrid Multi/Unicast Networks
- System Interoperability via Federation
- Unification and Integration

More information is provided in the technical section relating to technical capabilities and design section.

Motorola is a manufacturer of video products and integrator of video solutions that serves both enterprise and government customers in core markets of public safety government agencies and commercial enterprise. We implement and maintain these video systems for our customers all over the world.

Specifically we design, implement and maintain small to large fixed camera networks which many include various manufacturers of cameras, Video Management Systems (VMS), Physical Security Information System (PSIM), wired or wireless backhaul, network design and security, along with integration of software applications such as Computer Aided Dispatch (CAD), 911, Video Analytics and Gunshot detection. We have implemented and maintained video systems of various size and complexity for many customers in public safety and enterprise. Motorola also participates in many Public Safety standards and user groups. Two noteworthy video groups we participate and chair key positions are NPSTC VTAG (Video Technology Advisory Group) and DHS VQiPS (Dept of Homeland Security - Video Quality in Public Safety).

Motorola is a technology pioneer that invests millions of dollars annually in research of next generation public safety technologies including video capture, video analytics, sensors, NG911, and mobile broadband access all of which are currently or in the near future be part of the video marketplace. We also have many partnerships and programs with various video product manufacturers to be able to provide our customers with the best products and solutions.

D. Application Design

The State of Michigan envisions the need for custom configurations to the VMS software in the next five (5) years and requires pricing for two hundred (200) hours of VMS customization services. Customization hours would require additional purchase orders prior to service and would include changes required because of legislative mandates or agency needs across the state facilities. Customization services may be purchased for



the same price per hour by SOM entities to augment their VMS installation’s over the next five (5) years. Include hourly pricing in costing for consideration.

The parties agree that the Services/Deliverables to be rendered by Contractor using the future enhancements rate card in this Contract will be defined and described in detail in separate Statements of Work. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.

Deliverable(s)

- Cost Quote for 200 hours of software customization services and resource rates as defined in Application Design Cost table

Acceptance Criteria

Section 1.104 – D – Application Design

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understand and Comply
2	Bidder’s describe your proposed solution for VMS custom configurations	Genetec is a software manufacturer and developer founded in 1997. Genetec staffs a Professional Services team in Montreal, as well as in Paris, France (for EU Clients and overflow) This includes two in house development teams, that are Genetec employees. These teams use published development kits, and Genetec Development tools to create system features, enhancements, and integrations between Genetec code, and 3 rd parties. There are three utilities, a Web SDK for web based integrations, a Software Development Kit for software to software integrations, and a GUI-SDK for modifications to user interfaces. As a process, Genetec works jointly with the requestor (usually end-user) to develop a Statement of Work (SOW) for a mutually agreed upon feature set or utility. This scope includes a firm number of development hours to provide the customization. This rate is attached and is based on an estimated number of development hours. (Genetec Professional Services Cust Sheet, Price Book)
3	Bidder shall provide their cost information in Appendix 1, Table 5 – Future Enhancements Rate Card	

E. System Development

Appendix 04 provides a matrix for individual responses to the following requirements:

1. The contractor shall provide a software VMS solution that is applicable to small, medium and large entities throughout the State of Michigan.
2. The software delivered shall be equipped for easy implementation and training of the administrators and users.
3. The VMS application shall be configured to provide information to the contractor and State of Michigan personnel to easily determine the camera location, type, configuration and the licensing associated with each camera.
4. The initial software installation shall include a complete configuration of the ten (10) camera test system.
5. The following baseline process steps shall be followed for VMS installation coordination at all sites. This shall include but not be limited to:



- A. The Contractor shall meet with the State of Michigan manager prior to installation of the system to discuss all aspects and abilities of the Network Video Recorder (NVR) device / server and Control system and the attached cameras. A site analysis should take place at this time. The MDOC site owner should have the designer's site design plan for future projected camera installations and existing camera locations. MDOC sites might also have contractor working with a general contractor to provide their VMS solution as well. If partner agencies do not have a site design document, the provider may need to furnish the design document.
 - B. Discuss drive array and recording processes with the SOM manager and manufacturer prior to installation of the system.
 - C. Discuss recording block size with the manufacturer prior to installation.
 - D. Meet with SOM manager and discuss the server(s) / device setup and present a document from the VMS software manufacturer to demonstrate how the system will be configured.
 - E. The Contractor shall present a system specifications document with all configuration options to the State of Michigan to get their input and let them choose how the system is to be used and configured.
 - F. The Contractor shall take information from the meeting and record that in meeting minutes, and finalize the site system specification document for the site. Provide copies of the minutes and proposed system specification document for the site to the State of Michigan site manager, Design Engineer and DTMB Project Manager. A project schedule should be included with the site specifications so the owner is fully aware of the time lines of work to be done.
 - G. The State of Michigan manager shall sign and approve the specification document before software installation is started. A copy should be sent to DTMB Project Manager for review and further coordination. A copy of the approved specification document with the project schedule shall be sent to the Project Manager for files. The specification document should also serve as a foundation to the test verification plan when the system is completed at each site.
 - H. Coordinate with State of Michigan manager, designer, or general contractor the installation of the NVR servers/devices in the correct cabinet or rack. Connect NVR's to the local area network as required for complete system connectivity.
 - I. The Integrator shall configure and install the VMS system in accordance with the approved site specifications document for the site.
 - J. The NVR servers/devices and storage shall be configured based on the manufacturer's recommendations.
 - K. Connect the NVR and all cameras to the Ethernet network.
6. Configuration of the system shall include but not be limited to the following:
- A. Labeling of all cameras in the system to match the site managers approved labeling scheme as well as their chosen specific descriptive name.
 - B. Video blanking of any areas on each camera if there are areas that are not to be seen or recorded by the NVR system.
 - C. Passwords and logins for users and administrators. Include in this a list of all the users and their access levels.
 - D. Recording frames per second, resolution and long term recording resolution.
 - E. Generation and configuration of any presets for PTZ cameras including tours and timing.
 - F. Specialized recording times for each camera including additional FPS or resolution at times of the day.
 - G. Backup times and all data to be backed up. Configure scheduled backups.
 - H. Aiming, focusing and framing of all camera images.
 - I. Sit with the State of Michigan site manager and review each camera's view and custom set the aiming, framing and focus of each camera.
 - J. Generation of custom views for all user software. Meet with each person that is allowed to view the cameras and help them generate a custom view of the cameras they wish to see.



- K. Contractor shall fully load and match all maps to the video security system. Install all maps and load all camera locations and hot buttons to the maps to allow quick connect to the cameras based on clicking on the camera location on the map.
- L. Each camera button shall show the camera number.
- M. Recorded images and offloaded images shall be able to be time-stamped with the date, camera number and exact time down to the second when the video was recorded. This shall be able to be seen on the viewing station and shall be attached to the video when it is offloaded and viewed on an outside player.
- N. The NVR server / device and software need to obtain time from an official national standard time source. Coordinate with DTMB if a source is not readily available on site.
- O. Verification of the VMS system to the site specification document should serve as a final test and the site manager should validate that all requirements are met. The site manager must confirm all deliverables were met for each site.

Deliverable(s)

- Meeting & Site Analysis
- System specifications for each site that include all items listed above
- Project Plan for each site
- The contractor shall provide a software VMS system solution that is 99.9% trouble free and meets all design specifications documented and approved for each site throughout the State of Michigan.
- The VMS software application delivered at each site shall be easy for site administrators to maintain and users to operate.

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in [1.501 Criteria](#). Documentation templates shall be reviewed and agreed upon at the beginning of the contract. The Site Specification document shall cover all requirements for site VMS installation and configuration to include a high level schedule of events for site manager approval before work is commenced. The Site Specification document shall be used as the baseline of the system test plan after installation is completed.

Section 1.104 – E – System Development

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidder's describe your proposed system development process to meet this service, including State roles and Contractor roles.	Motorola Solutions will meet with each facility to plan the upcoming software installation. The project manager and the Video Architect/Designer will review the VMS requirements and partner with the local contractor to support the development process.

F. Implementation

Appendix 04 provides a matrix for individual responses to the following requirements:

A. SYSTEM SETUP

1. Each Correctional Facility site manager will have worked with a designer that will detail the type and quantity of cameras in the system.
2. The designer will send all information about the cameras to the site manager, MDOC Project Manager and DTMB Project Manager.



- 3. The provider will specify the type and quantity of servers/NVR devices required for the VMS system based on the license level, quantity of cameras and resolution of the cameras.
- 4. The site specifications will be finalized, to include server/device requirements and be sent to the SOM site manager who will work through the State of Michigan DTMB hardware purchase process to have the servers/devices delivered to the SOM manager's location.
- 5. The integrator that is chosen for each site will install and configure the server/device software as defined in the design specification the SOM manager at each site approved. The provider shall deliver the licenses to the integrator and shall work with the integrator to collect information on the partner and the camera system that is installed.

B. INSTALLATION

- 1. As each system is installed by an integrator the provider shall work with the integrator and SOM site manager to administer the licenses and software.
- 2. The integrator shall install and configure all software at each site and the provider shall work with the integrator or directly with the site manager to provide the software and licenses. The provider is not required to do any installation or configuration.
- 3. The provider shall be available for each installation to assist with technical assistance. This does not include on-site assistance.
- 4. All work shall be performed and supervised by security technicians or project managers who are technically trained in the VMS Software.

Deliverable(s)

- Site Camera & Server Specifications
- VMS Licenses and software for each site
- Assistance to the integrator with issues and configuration
- VMS Server and software installation in compliance with site specifications
- Camera migration (to include transition of operations to the new VMS application)
- Configuration of VMS software for each site
- Customization of VMS software for each site in compliance with site specifications
- VMS System Testing and validation

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in [1.500 Acceptance](#).

Section 1.104 – F – Implementation

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidder's describe your proposed system development process to meet this service, including State roles and Contractor roles.	Motorola Solutions will have a lead project manager for each facility install who will coordinate the software installation. A Genetec certified network engineer with the oversight of the Video Architect will provide the installation services for the facility in support of the agreed upon VMS requirements. This will be accomplished in partnership with the local contractor.

G. Training

TRAINING FOR SYSTEM USERS, TECHNICAL & SYSTEMS ADMINISTRATORS

- 1. The contractor shall provide a certified training class that is open to twenty (20) people.
- 2. Training class shall be held every six (6) months for the duration of the contract. There shall be a minimum of nine (9) training classes during the life of the contract.



3. Training classes shall be in Lansing, Michigan or the immediate surrounding area of sites.
4. The training shall include the use of a complete operating VMS system and shall allow the attendees to work on a system at the same time while training.
5. Training shall include all configuration features of the VMS software to include loading maps and adding new cameras.
6. Training manuals should be available to Admins and users on site via a website or hardcopy.
7. When the person leaves the training, they shall be certified in the use and configuration of the VMS software application to include loading maps and adding new cameras to the VMS system.
8. The state would like the option to purchase additional training sessions at a later date if needed. Please include optional training class costs in the pricing sheets for one (1) class of twenty (20) people for future consideration. Cost would be paid directly from the entity requiring the extra classes.

Deliverable(s)

- Administrator and End user hands on training and training manuals
- Technical System administration training for State personnel who will be responsible for ongoing maintenance and administration of the system, to include backup, recovery options, upgrades and security
- Administrator and End User Training manuals

Upgrades and new versions to the system that affect end-user functionality include training at no additional cost (e.g. classroom or online training, training flier, release features, new manual version, etc.)

All training manuals, training plans and other documentation provided become the property of the State.

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

Section 1.104 – G – Training

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidders describe your proposed system development process to meet this service, including State roles and Contractor roles.	9 Training sessions will be provided 1 every 6 months from contract signing. This activity will occur at the Lansing Customer Facility. It is envisioned to provide 2 days of end user training and 2 days of technical training. The training will be delivered by a Motorola Solutions Technical Trainer with the proper Genetec Certification. The Training logistics will be communicated and coordinated by the project manager.

H. Documentation

Documentation templates shall be reviewed and agreed upon at the beginning of the contract. The Site Specification document shall cover all requirements for site VMS system installation and configuration to include a high level schedule of events for SOM manager approval before work is commenced. The Site Specification document shall be used as the baseline of the system test plan after installation is completed.

All documents required to support the contract shall require a baseline template that is mutually agreed upon at the beginning of the contract.



The document templates shall include titles, headings and subheadings for each requirement defined in the RFP so receiver and or approver can link back to the RFP requirement.

1. A minimum of two (2) copies of the following documentation in an electronic format, online and in hard copy will be provided:
 - a. User and Technical Administration Manuals
 - b. System Operations Manual
 - c. All updates of documentation during the term of the Contract, software license and maintenance agreement
2. The following documentation is provided for all site VMS systems and system development to the site manager, VMS Project Manager, and MDOC management:
 - a. System-wide documentation and specifications for each site
 - b. Project plan document for each site deployment
 - c. Baseline End-User training manuals to be used as a basis for "User Manuals" and online help
 - d. Technical System Administrator training manuals to include system restore and configuration settings
 - e. Configuration documents sufficient for configuration maintenance purposes
 - f. Testing and system validation plan and any scripts used
 - g. Site manager approved system Specification documentation
 - h. Issue Log
 - i. System standard reports
3. The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
4. All system, operational, user, change, and issue documentation must be available in electronic format to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.
5. All system, operations, user, change and issue documentation is to be organized in a format, which is approved by the State and facilitates updating and allows for revisions to the documentation to be clearly identified including the three (3) previous versions.
6. The Contractor must develop and submit for State approval complete, accurate, and timely System Specification, Project Plan, Project Schedule, Operations, and User documentation.
7. The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.

Report of license, site managers, and purchase information from database defined in [1.104 Software, Services and Deliverables to be Provided](#) J. Maintenance and Support 1. as requested

Deliverable(s)

- A minimum of two (2) copies of the following documentation in an electronic format, online and in hard copy will be provided:
 - a. User and Technical Administration Manuals
 - b. System Operations Manual
 - c. All updates of documentation during the term of the Contract, software license and maintenance agreement
- The following documentation is provided for all site VMS systems and system development:
 - a. System-wide documentation and specifications for each site
 - b. Project plan document for each site deployment
 - c. Baseline End-User training manuals to be used as a basis for "User Manuals" and online help
 - d. Baseline Technical System Administrator training manuals to include system restore and configuration settings
 - e. Configuration documents sufficient for configuration maintenance purposes



- f. Testing and system validation plan and any scripts used
- g. Site manager approved system Specification documentation
- h. Issue Log
- j. VMS system standard reports
- Intranet website, accessible to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.
- The Contractor must develop and submit for State approval complete, accurate, and timely System Specification, Project Plan, Project Schedule, Operations, and User documentation.

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in [1.501 Criteria](#). Document format templates shall be approved at the start of the contract by SOM and should be used for all sites for the duration of the contract.

Section 1.104 – H – Documentation

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidders describe your proposed system development process to meet this service, including State roles and Contractor roles.	Motorola Solutions agrees to manage this program based on the SOM State Unified Information Technology Environment (SUITE) method of project management. Motorola can provide example documentation sets used for current Genetec installations and is willing to adapt them to meet the needs of SOM.

I. Operation Support Services

A. SYSTEM SUPPORT

1. During the initial installation and entire life of the software maintenance contract the provider shall be available for assistance to the integrators and the end users for system troubleshooting and assistance with applying software updates.
2. When VMS software is updated the provider shall send out an email to the integrators and the partners or entities and make them aware of the software update. VMS software updates and patches should be applied in a timely manner and coordinated with the sites.
3. The provider shall provide to each integrator or end user a telephone number available to contact a live person to assist the integrator or partner with any system questions regarding software.
4. The provider shall guarantee a person answers the phone or that the integrator or end user will receive a return phone call within two (2) business hours.
5. The provider shall be available to sell additional licenses to integrators or partners as required when an entity installs additional cameras.

Deliverable(s)

- VMS System management support services
- VMS software support

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in [1.500 Acceptance](#). Integrator level of service inquiries shall be made to check the level of service being provided.



Section 1.104 – I – Operation Support Services

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidders describe your proposed system development process to meet this service, including State roles and Contractor roles.	<p>Motorola Solutions will administer, manage and maintain all licensing requirements included but not limited to purchase, distribution, tracking, renewals, updates and any hardware requirements.</p> <p>Motorola Solutions will staff a response team to meet the service requirements of 2 hour response. Genetec level 2 support for Motorola technicians and end customer during Installation and entire life will be provided via the program described and via Software Maintenance Agreement. Communications of updates and available upgrades is done via email, and the Genetec Technical Assistance Portal. (GTAP https://gtap.genetec.com/) Support is available in the North American Genetec Technical Assistance Center - Toll free (Canada & US) 866-338-2988</p>

J. Maintenance and Support

1. Contractor will keep a complete database of all licenses distributed and the entity/site or partner that purchased the licenses.
 - a. All software maintenance agreements shall be in force until the end of the five (5) year contract.
 - b. Keep a database of the contact person who is in charge of the security camera's system at each entity or partner where the software is deployed.
 - c. Keep a database of the integrator who installed the system and configured the VMS Software at each SOM entity site.
 - d. Report of database information as requested on sites and licenses, to include data transfer files of all information if requested.

2. Provide on-going technical services
 - a. The provider shall provide technical services to the integrators that install the software, the State of Michigan Department of Technology, Management & Budget (DTMB), and the Department of Corrections (DOC) for the duration of the contract.
 - b. This shall include a live person who answers the phone for questions regarding the VMS Software.
 - c. The provider shall create a trouble ticket solution that can be used by integrators for questions they have about the software and any specific installations.
 - d. Anytime that an integrator, representative from the DTMB, or DOC calls the provider they shall be greeted by a live technical person or shall receive a return call or email from the provider within two (2) hours, 365 days a year.

Deliverable(s)

- VMS software maintenance support
- All database information as requested
- Technical services for installation of software
- Live Helpdesk support with trouble ticket system
- Support response time two hours
- Database report information



Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in [1.501 Criteria](#). Report quality shall be evaluated for accuracy with invoices being submitted. Technical services provided to integrators, DTMB and users shall be evaluated for effectiveness.

Section 1.104 – J – Maintenance and Support

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidders describe your proposed system development process to meet this service, including State roles and Contractor roles.	Included is a Software Maintenance Agreement for the first 5 years of the contract which augments Motorola Solutions call help desk support capabilities All database information as requested –Locally Store Dbases, are available, and all support databases are available via GTAC Technical services for installation of software-provided Live Helpdesk support with trouble ticket system –Provided via Genetec GTAP/GTAC Support response time two hours-via Motorola Solutions or a pre-identified local Genetec Certified partner.

K. Knowledge Transfer/Transition

Covered under [1.104 Software, Services and Deliverables to be Provided](#) G. Training and normal daily work with site personnel.

Deliverable(s)

Covered under [1.104 Software, Services and Deliverables to be Provided](#) G. Training and normal daily work with site personnel.

L. Additional VMS Support Services

A. Project Support Services

The chosen contractor shall provide a Project Support Plan that details how they plan on supporting the State of Michigan entity sites with the implementation and use of the VMS software.

Provide specific details on the level of technical support services the bidder proposes to provide for the life of the contract.

1. Detail the technical support infrastructure you will provide. This shall include details on:
 - a. Times of live-person answering phone calls.
 - b. Guaranteed response times to DTMB and certified integrators.
 - c. Record keeping/database services to keep track of all systems and software purchased and supported through this contract.
 - d. Development Services for new features in the VMS application.
 - e. Provide detail on how the provider will respond to requests for assistance by an integrator in case of a system outage at a SOM entity site.

B. Provide detailed guidelines, system specifications and/or design documents to the DTMB project manager, site managers, and integrators. These guidelines shall detail:

1. How the entity site will purchase the initial camera licenses.
2. How the integrator will obtain base camera software and all camera licenses.
3. How all software updates are applied by the entity site, or integrator.



4. What the requirements are for the servers/NVR devices and data network to support the recording of the cameras and viewing of live and recorded images at their site.
5. Detail how the provider will conduct training for the system administrators and end users, to include the duration of the training sessions.

Deliverable(s)

- VMS Project Support Plan
- Development services quotes to meet new requirements
- Guidelines, system specifications or design documents
- Technical support response process to include response process for a system outage
- Training Plan

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in [1.501 Criteria](#). Documents will be evaluated to determine level of services provided.

Section 1.104 – L – Other Services

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidders describe your proposed system development process to meet this service, including State roles and Contractor roles.	A Program Director (10%) and Project Manager (25%) over the 5 year period will be dedicated to supporting this program. They will be the primary interface for all interactions, planning, implementation and maintenance support activities of the program. They will have the support of a PMP Master Scheduler to manage all activities and schedule reporting requirements.

II. Requirements

See **Appendix 04** for the listing of requirements and complete the columns as instructed in the Appendix.

Section 1.104 – II – Requirements

Bidders shall provide the following:

1	The Bidder shall complete Appendix 04 as instructed in the Appendix.
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1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

The Bidder will provide resumes in the attached **Personnel Resume templates (Appendix 02)** for staff, including subcontractors, who will be assigned to the Contract, indicating the duties/responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project. The competence of the personnel the Bidder proposes for this project will be measured by the candidate's education, certifications in Video Security Systems and experience with particular reference to experience on similar projects as described in this Statement of Work. The Bidder will commit that staff identified in its proposal will actually perform the assigned work.



All work shall be performed and supervised by security technicians or project managers who are technically trained in the VMS Software.

The desired level of certified staff will hold Video Security System Designer II (VSSDII) and Video Security Systems Technicians IV (VSSTIV) certifications or industry equivalent Video Security certifications. Services shall include specialized components, programmable controls, and high-bandwidth transmission, such as:

- PTZ
- Multiple keyboards
- Matrix interfaced with alarms, A/C, or intercom (GPI or dry contact)
- Digital video recorders with programmable, alarm-based resolution and frame rate
- Fiber transmission systems
- Low light
- Long cable runs
- Covert or portable systems
- RF modulators

The systems will include PCs, serial communication, and wireless transmission, such as:

- Integrated systems/serial communications/GUIs
- LANs/WANs
- Remote systems
- Microwave and IR transmission

Bidder must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

The Bidder shall identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- Supporting the management of the Contract,
- Facilitating dispute resolution, and
- Advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project upon execution of the contract.

The desired level of certifications and experience for Key Personnel staff is Video Security System Designer II (VSSDII) and Video Security Systems Technicians IV (VSSTIV) or industry equivalent Video Security certifications. Services shall include specialized components, programmable controls, and high-bandwidth transmission, such as:

- PTZ
- Multiple keyboards
- Matrix interfaced with alarms, A/C, or intercom (GPI or dry contact)
- Digital video recorders with programmable, alarm-based resolution and frame rate
- Fiber transmission systems
- Low light
- Long cable runs
- Covert or portable systems
- RF modulators



Systems will include PCs, serial communication, and wireless transmission, such as:

- Integrated systems/serial communications/GUIs
- LANs/WANs
- Remote systems
- Microwave and IR transmission

The Contractor will provide, and update when staff change, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

All Key Personnel may be subject to the State’s interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following as key personnel positions for this project:

- Project Manager
- Design System Architect Technical Lead

The Contractor will provide a Project Manager, PMP certified to interact with the designated personnel from the State of Michigan (SOM) to insure a smooth transition to the new VMS system. The project manager shall assume the role as the single point of contact (SPOC) and coordinate all of the activities of the Contractor personnel assigned to the project and review all reports required by the State of Michigan (SOM). The project manager shall name an alternate SPOC if they are unavailable and notify the SOM Project Manager in writing of whom the alternate SPOC is. The Contractor’s project manager’s responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor’s subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables, provide feedback and quality assurance
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project’s budget
- Support the management of the Contract with SOM

The Contractor shall provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

B. On Site Work Requirements

1. Location of Work

The work is to be performed, completed, and managed at the following locations:

- Lansing, Michigan for the initial installation.
- For additional known installation sites see **Appendix 05** for remote prison MDOC site locations.
- There will also be unknown sites as additional RFP’s are generated for State partners.
- Ongoing maintenance will include work with sites throughout the State of Michigan. See for remote site locations.

2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.



- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

C. Additional Security and Background Check Requirements:

- Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.
- In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.
- Contractor will pay for all costs associated with ensuring their staff meets all requirements.

Section 1.201 – Contractor Staff, Roles, And Responsibilities

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidder shall provide resumes in the attached Personnel Resume templates (Appendix 03) for staff, including subcontractors, who will be assigned to the Contract, indicating the duties/responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project	Attached Motorola has assembled a team of highly qualified individuals for this State of Michigan prison project. These people come from diverse backgrounds and bring a wide variety of skills and experience to support this statewide video network. In order to provide the State of Michigan with the best available talent to implement this system, Motorola is pleased to partner its own team with the local Genetec certified integrators from Midstate Security, Convergint, In2gro Technologies LLC, Shaw Systems & Integration Inc., etc.
3	Describe the proposed presence of the contractor on-site throughout the various project phases.	A Program Director (10%) and Project Manager (25%) over the 5 year period will be dedicated to supporting this program. They will be the primary interface for all interactions, planning, implementation and maintenance support activities of the program.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a MDTMB and Agency project manager:



Executive Subject Matter Experts

The Executive Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SME's will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

Name	Agency/Division	Title	Phone/e-mail
Jason Nairn	DTMB/OIP	Director	517-335-6735
Gary Keiffer	DOC	Bldg. Const. Spec.	517-242-3599
Ed Vallad	DOC	Asst Manager, Fiscal	517-241-2361
Eames Groenleer	DOC-South	Reg. Manager	517-780-6445
Jeffrey Rice	DOC-JCS	Plant Supervisor	517-780-6818
Rashmi Patel	DOC	Project Director	517-335-1458
Bruce Hassen	DOC	Project Director	517-614-8905

State Project Manager- (DTMB and Agency)

DTMB will provide a Project Manager who will be responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration.

The State's Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and obtain sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions and status updates
- Arrange, schedule and facilitate State staff attendance at all project meetings

Name	Agency/Division	Title
Natalie Lake	DTMB	Project Manager
Rashmi Patel	DOC	Project Manager

DTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Jason Nairn	DTMB	Director



1.203 OTHER ROLES AND RESPONSIBILITIES

Additional DTMB staff and POC's will be identified when the initial test has been completed and additional entities request such service. The project managers will identify stakeholders for each site location and arrange pre-planning meetings for gathering requirements and meeting entity stakeholders.

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Preliminary Project Plan

Bidder will provide a Preliminary Project Plan as Appendix 06 – Preliminary Project Plan with the proposal for evaluation purposes, including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State.

1. In particular, the Preliminary Project Plan shall include a MS Project plan or equivalent (check the SUITE/PMM standard):
 - a. A description of the deliverables to be provided under this contract.
 - b. Target dates and critical paths for the deliverables.
 - c. Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix.
 - d. The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Preliminary Project Plan.
 - e. Internal milestones
 - f. Task durations
2. The Preliminary Project Plan shall include the following deliverable/milestones for which payment shall be made.
 - a. Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
 - b. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 2.

Note: A Final Project Plan will be required as stated in Article 1, Section 1.301 D Project Control.

Orientation Meeting

Upon fourteen (14) calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Performance Review Meetings

The State will require the Contractor to attend bi-weekly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Project Control

1. The Contractor will carry out this project under the direction and control of DTMB, Office of Infrastructure Protection.
2. Within ten (10) working days of the execution of the Contract, the Contractor will submit to the State project manager(s) for final approval of the project plan. This project plan must be in agreement with [Article 1](#) and must include the following:
 - The Contractor's project organizational structure.
 - The Contractor's staffing table with names and titles of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of



employment status and other unforeseen circumstances may only be made with prior approval of the State.

The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.

The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.

3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>.
 - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
 - Staffing tables with names of personnel assigned to Contract tasks.
 - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next thirty (30) calendar days, updated semi-monthly).
 - Updates must include actual time spent on each task and a revised estimate to complete.
 - Graphs showing critical events, dependencies and decision points during the course of the Contract.
 - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

Section 1.301 - PROJECT PLAN MANAGEMENT

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidder shall acknowledge formats of deliverables and time frames in above section	Acknowledged
3	Bidders response shall include sample project plan and description of tools used to manage projects. Provide this in Appendix 06	

1.302 REPORTS

Report and document formats must be submitted to the State's Project Manager for approval within ten (10) business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the reports and project documents, it shall become the standard to follow for the duration of the contract.

1. The contractor shall provide quarterly reports on all the software and camera licenses that have been purchased in the preceding three (3) months. The report shall include:
 - a. Who has purchased licenses and the contact person for the licenses
 - b. Integrator who installed the software
 - c. Current list of all licenses at State entities
 - d. List of servers where those licenses are located
 - e. Also include:
 - i. Summary of activity during the report period
 - ii. Action Item status
 - iii. Issues
 - iv. Change Control



- v. Repair status
- vi. Maintenance Activity
- 2. During the initial installation of software, the contractor shall provide reports every two weeks to the project manager.
 - a. The reports shall include information on what work has been done the previous two weeks and what will be done the next two weeks.
 - b. Include the project current status and any risk items that may impact the schedule.
 - c. Also include:
 - i. Updated project plan
 - ii. Deliverable status
 - iii. Schedule status
 - iv. Issue log
- 3. Web Site web link for updated deliverable documents
- 4. Site Specification document template
- 5. Administrator and User Manual templates
- 6. Project Plan templates for site work
- 7. Design template
- 8. System Test and validation template
- 9. Operations Manual template
- 10. Guideline template
- 11. Issue Log template
- 12. Risk Log template

Section 1.302 – REPORTS

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidders should describe process to supply the requested reports and documentation templates for the project	Motorola Solutions employees a centralized documentation and report Project Administrator to fulfill these tasks. Motorola can provide sample reports for inclusion and/or modification for this program.

1.400 Project Management

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State’s Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description



Issues shall be escalated for resolution from level 1 through level 3, as defined below:

- Level 1 – Business Leads
- Level 2 – Project Managers
- Level 3 – Executive Subject Matter Experts (SME's)

Section 1.401 - ISSUE MANAGEMENT

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidders describe your issue tracking and resolution process.	Motorola has experience with issue resolution on a 10,000+ camera Genetec VMS installation in Chicago. Motorola has badged employees to provide first echelon of Genetec VMS support. This accounts for 80%+ of issue resolution within the first 2 hours. If an issue is not resolved or identified as higher complexity or of a critical nature (entire system outage) Genetec level 2 development support from Montreal is contacted and a "service ticket" is created. With the Motorola initial response the issue can be more precisely characterized therefore provide the development support team the ability to replicate the issue in the lab and identify a resolution in a timely manner. Motorola will provide an issue tracking log at the regularly scheduled meeting which will identify all closed and active tickets during the reporting period.

1.402 RISK MANAGEMENT

A risk is a known or unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract resulting from the upcoming RFP. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.



Section 1.402 - RISK MANAGEMENT

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidder's describe your risk management and mitigation process	Motorola will identify risks and/or owner actions/decisions during the regularly scheduled meeting. Depending on the level of severity mitigation plans will be presented and discussed for review and approval.

1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Procurement Buyer, who will make recommendations to the Director of DTMB-Procurement regarding ultimate approval/disapproval of change request. If the DTMB Procurement Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the DTMB-Procurement Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB-Procurement, risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

Section 1.403 - CHANGE MANAGEMENT

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidders describe your change management process.	Motorola will identify items out of scope requiring change order during the regularly scheduled meeting. The scope, cost and time impact will be presented and discussed for review and approval.

1.500 Acceptance

1.501 CRITERIA AND TESTING

The following process shall be used for testing and acceptance of the VMS systems at all SOM sites.

1. After all work is completed, and prior to requesting the Acceptance test, the contractor shall conduct a final inspection, and pre-test all equipment and system features. Contractor shall correct any deficiencies discovered as the result of the inspection and pre-test.



2. Contractor shall submit a request for the Acceptance test in writing to the site manager no less than fourteen (14) days prior to the requested test date. The request for Acceptance test shall be accompanied by a certification from Contractor that all work is complete and has been pre-tested, and that all corrections have been made.
3. During Acceptance testing, the Contractor shall demonstrate all equipment and system features to the site manager. All features defined in the approved system specification document shall be reviewed with the site manager. The contractor shall remove covers, open wiring connections, operate equipment, and perform other reasonable work as requested by the site manager, to validate all VMS system settings.
4. If the contractor has submitted all necessary paperwork and the system is working as desired by the site manager and contract engineer, then the system can be considered Substantially Complete after the engineer sign off on the test validation plan.
 1. The video management system shall be considered substantially complete only if:
 - a. All cameras are connected and functional.
 - b. The system is fully configured and recording images as required in specification documents.
 - c. User accounts are setup.
 - d. As-built drawings have been updated to reflect any changes in the connectivity.
 - e. All manufacturer literature has been turned over to the SOM manager.
 - f. Maps are setup and populated in the system.
 - g. All documents have been posted & delivered to DTMB and the site manager.
 - h. Training has been completed.
 2. The contractor shall schedule a substantial completion meeting where all security systems shall be demonstrated and shown to be in working order and configured as per the site specifications and the site manager's requirements.
 - a. If the system is deemed to be in working order, then the integrator technical engineer shall sign a letter stating that the systems are substantially complete. The system is not Substantially Complete until a letter is provided to the contractor and the DTMB Project Manager.

1.502 FINAL ACCEPTANCE

1. After substantial completion the systems shall be in good working order for a period of ninety (90) days.
 - A. In the event that the system or systems should fail or not work as required during the ninety (90)-day period, the Contractor shall be on site the same day to fix and configure the system to make it work as designed.
 - B. A new ninety (90)-day period will begin as soon as the system has been demonstrated to be in good working order and the engineer acknowledges in writing that the system has been fixed and is again considered substantially complete.
2. Once the system has been considered Substantially Complete and has been working for ninety (90) consecutive days with no interruption in service, the system shall be thought of as "Finally Complete." This is when site manager acceptance needs to take place and be recorded as Final Acceptance.
3. Warranty shall begin immediately after the system is deemed Finally Complete.

Final acceptance is expressly conditioned upon completion of all deliverables, completion of all tasks in the project plan as approved, completion of all applicable inspection and/or testing procedures, delivery of services, and the certification by the State that the Contractor has met the defined requirements. Final acceptance of any component or enhancement will be formally executed in writing by the State of Michigan and the Contractor after all issues identified during Acceptance Testing have been resolved, tested and accepted.



Section 1.500 - ACCEPTANCE

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

- A. Original installation of a DEMO system for ten (10) or more cameras shall be priced as a line item in the contractor’s response. This shall include all installation of software and configuration of the system and the software on the viewing stations.
 - A. Shall include all project management required to setup the licensing system and project management associated with the setup of the licensing and license distribution system.
 - B. Shall include all work associated with getting all processes in place to administer the contract for the next five (5) years.
 - C. This work will be paid for after the DEMO system has been deemed finally complete as described above.
- B. The second portion of the work will be the cost for one camera license and all software updates during the life of the system for the five (5) year contract.
 - A. This shall be a unit cost that is guaranteed not to change during the life of the project.
 - B. This cost is the price that sites will be charged by their chosen installer for licensing and all software maintenance.
- C. Payment for the original system will be made by the State of Michigan DTMB based on the contractors pricing and any changes.
- D. Payment for individual licenses for entity sites that choose to be part of this purchasing agreement shall be made by the individual entities as deliverables and milestones are met on no more than a monthly basis.

1.602 METHOD OF PAYMENT

The project will be paid dependent on deliverables and milestones being completed. The Costs Table(s) provided in Appendix 01 must be used as the format for submitting pricing information.

The selected Contractor will be required to submit an Administrative Fee (see [Section 2.031](#)) on all payments remitted under the Contract. The Bidder should consider Administrative Fee requirements when developing its price proposal.

Extended purchasing program volume requirements are not included, unless stated otherwise.

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

Out-of-Pocket Expenses

Out of pocket expenses and travel are not reimbursable by the state under this procurement.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State’s DTMB Contract Administrator with the reduced prices within fifteen (15) business days of the reduction taking effect.



Statements of Work and Issuance of Purchase Orders

Unless otherwise agreed by the parties, each Statement of Work will include:

1. Background
2. Project Objective
3. Scope of Work
4. Deliverables
5. Acceptance Criteria
6. Project Control and Reports
7. Specific Department Standards
8. Payment Schedule
9. Travel and Expenses
10. Project Contacts
11. Agency Responsibilities and Assumptions
12. Location of Where the Work is to be performed
13. Expected Contractor Work Hours and Conditions

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

Invoicing

Contractor will submit properly itemized invoices to

DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909

or

DTMB-Accounts-Payable@michigan.gov

Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number;
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.



1.603 HOLDBACK

The State shall have the right to hold back an amount equal to five percent (5 %) of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back shall be released to Contractor after the State has granted Final Acceptance.

Section 1.600 - Compensation and Payment

Bidders shall provide the following:

	Required Proposal Item	Bidder Response
1	Bidder shall confirm that they understand and comply with the above requirements.	Understood and Comply
2	Bidders shall provide their Cost Proposal using the tables provided in Appendix 01.	Attached



Article 2, Terms and Conditions

Bidder shall check only 1 box below, and identify exception(s) in regard to Article 2	
	I have reviewed Article 2 and agree to the State’s terms with no exceptions.
	I have reviewed Article 2 and have identified all exceptions per the instructions below.
X	I have identified all exceptions and revisions to Article 2 as tracked changes. I understand this could impact the State’s ability to award a contract to my firm by considering my proposal. Furthermore, I understand that, if the State awards to my firm, and if the State and my firm cannot reach agreement on all excepted or revised Article 2 Terms and Conditions within fifteen (15) business days of Notice of Recommendation, then the State reserves the right, at its sole discretion, to rescind the Award and to re-award to the next-most qualified bidder.

Bidder shall provide a statement that a Certificate of Insurance will be provided as a condition of award has been included (referenced in Section 2.133).	
Bidder Response:	Motorola Solutions will provide a Certificate of Insurance promptly after the State’s execution of the negotiated contract.

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of five (5) years from contract execution. There is an initial test system that must be completed/approved by the SOM before the contract moves forward. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract’s stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than thirty (30) days before its expiration. The Contract may be renewed for up to five (5) additional one (1) year periods.

2.003 LEGAL EFFECT

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

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

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



2.005 ORDERING

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

2.006 ORDER OF PRECEDENCE

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

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

2.007 HEADINGS

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

2.008 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source with written approval from the Department of Technology Management and Budget Office of Infrastructure Protection.

2.009 REFORMATION AND SEVERABILITY

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

2.010 Consents and Approvals

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

2.011 NO WAIVER OF DEFAULT

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

2.012 Survival

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



2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget, Procurement and the DTMB Office of Infrastructure Protection (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The DTMB-Procurement Contract Administrator for this Contract is:

Michael Breen
Buyer State of Michigan
Department of Technology, Management and Budget
Lansing, MI 48933
Phone: 517-241-7720
Email: BreenM@michigan.gov

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of DTMB-Procurement directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. DTMB-Procurement is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:

Jason P. Nairn, CPP, Director
Office of Infrastructure Protection
Department of Technology, Management and Budget
Joint Operations Center
615 West Allegan Street
Lansing, MI 48933
Phone: 517-335-6735
Email: Nairnj@michigan.gov

2.023 PROJECT MANAGER

The following individual will oversee the project:

Natalie Lake, Sr. Project Manager
Office of Infrastructure Protection
Department of Technology, Management and Budget
Joint Operations Center
615 West Allegan Street
Lansing, MI 48933
Phone: 517-241-4432
Cell: 517-243-9575
Email: LakeN3@michigan.gov

2.024 Change Requests

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



If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(1) Change Request at State Request

If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(2) Contractor Recommendation for Change Requests:

Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.

(3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

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

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

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



2.025 NOTICES

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

State:

State of Michigan

Procurement

Attention:

PO Box 30026

530 West Allegan

Lansing, Michigan 48909

Contractor:

Name:

Address:

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

2.026 BINDING COMMITMENTS

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

2.027 RELATIONSHIP OF THE PARTIES

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

2.028 COVENANT OF GOOD FAITH

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

2.029 ASSIGNMENTS

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

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



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

2.030 General Provisions

2.031 ADMINISTRATIVE FEE AND REPORTING

The Contractor must remit an administrative fee of one 1% on all payments remitted to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales.

Itemized purchasing activity reports should be mailed to DTMB-Procurement and the administrative fee payments shall be made by check payable to the State of Michigan and mailed to:

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

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

2.032 MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.033 CONTRACT DISTRIBUTION

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

2.034 PERMITS

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

2.035 WEBSITE INCORPORATION

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

2.036 FUTURE BIDDING PRECLUSION

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an



incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.037 FREEDOM OF INFORMATION

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

2.038 DISASTER RECOVERY

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

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

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

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

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

2.043 SERVICES/DELIVERABLES COVERED

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

2.044 INVOICING AND PAYMENT – IN GENERAL

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Procurement, Department of Management & Budget. This activity shall occur only upon the specific written direction from DTMB-Procurement.



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

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

2.045 PRO-RATION

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

2.046 ANTITRUST ASSIGNMENT

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

2.047 FINAL PAYMENT

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

2.048 ELECTRONIC PAYMENT REQUIREMENT

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

2.050 Taxes

2.051 EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

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



2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

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

2.062 CONTRACTOR KEY PERSONNEL

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall have 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 shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall 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 shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the 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"). Unauthorized Removals 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. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST

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



2.064 CONTRACTOR PERSONNEL LOCATION

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

2.065 CONTRACTOR IDENTIFICATION

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

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

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

2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

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



2.072 STATE CONSENT TO DELEGATION

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

2.073 SUBCONTRACTOR BOUND TO CONTRACT

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

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.032, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 COMPETITIVE SELECTION

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

2.080 State Responsibilities

2.081 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.082 FACILITIES

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the



Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

2.100 Confidentiality

2.101 CONFIDENTIALITY

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

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

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

2.103 RESERVED



2.104 EXCLUSIONS

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

2.105 NO IMPLIED RIGHTS

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

2.106 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 3 business days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.107 RESPECTIVE OBLIGATIONS

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

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives, will at reasonable times and with 30 days prior written notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not unreasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

Contractor acknowledges the State's right to inspect materials, equipment and workmanship at Contractor's manufacturing or staging facilities for the limited purpose of evaluating Contractor's performance of this Contract. This right does not extend to subcontractor facilities. The State will be responsible for its own costs associated with such inspection. Contractor will restrict inspection of its facilities to normal business hours, to areas that are relevant to the performance of the Contract, and to areas which Contractor does not consider confidential or proprietary in nature. A Contractor representative must accompany the State's employees at all times.

2.112 RETENTION OF RECORDS

(a) The Contractor must retain all pertinent financial and accounting records related to charges billed under this Contract for a period of 7 years after the Contractor performs any work under this Contract (Audit Period).



(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.113 EXAMINATION OF RECORDS

(a) The State, upon 30 days' prior written notice to the Contractor, may examine and copy any of the Contractor's records that are pertinent to establishing Contractor's compliance with this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement does not apply to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.

2.114 AUDIT RESOLUTION

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

2.115 ERRORS

If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract or is otherwise authorized to provide the Deliverable under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables.
- (d) If, under this Contract, Contractor procures any software or other Deliverable for the State (including, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.



- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Procurement.

2.122 RESERVED - WARRANTY OF MERCHANTABILITY

2.123 RESERVED - WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

2.124 WARRANTY OF TITLE

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person, unless by claim of infringement, which will be addressed by **Section 2.140**.

2.125 SYSTEM WARRANTY

To the extent Contractor is responsible under this Contract for maintaining system software, Contractor represents and warrants that it shall maintain the system software in good operating condition and shall



undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the system(s) software are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) year commencing from the first day following Final Acceptance.

Warranty and maintenance service will be provided in accordance with Appendix 4.

2.126 RESERVE

2.127 PROHIBITED PRODUCTS

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

2.128 CONSEQUENCES FOR BREACH

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

2.129 DISCLAIMER OF IMPLIED WARRANTIES

THE WARRANTIES SET FORTH IN THIS **SECTION 2.120** AND **SECTION 2.310** ARE GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.130 Insurance

2.213 LIABILITY INSURANCE

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, and employees.

(a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of, or result from, or are alleged to arise out of, or result from, the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(c) All insurance coverage provided relative to this Contract is primary to any comparable liability insurance (including self-insurance) carried by the State.

(d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(e) Unless the State approves otherwise, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits.



(g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three (3) years following the termination of this Contract.

(h) The Contractor must provide, within ten (10) business days, written notice to the Director of DTMB-Procurement if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.

(i) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(j) The Contractor is responsible for the payment of all deductibles.

(k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' written notice, terminate the Contract.

(l) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

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

(i) Commercial General Liability

Minimal Limits:

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

Deductible:

The Contractor is responsible for deductibles.

Additional Requirements:

The Contractor must include the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, and employees as additional insureds on the Commercial General Liability certificate.

The Products/Completed Operations sublimit requirement may be satisfied by evidence of the Contractor's Commercial General Liability Insurance.

(ii) Umbrella or Excess Liability

Minimal Limits:

- \$10,000,000.00 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (i), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

(v) Workers' Compensation

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.



For employees working outside of the state of the Contractor’s domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees’ activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance. Contractor must provide proof that the Workers’ Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

(vi) Employers Liability

Minimal Limits:

- \$100,000 Each Incident;
- \$100,000 Each Employee by Disease
- \$500,000 Aggregate Disease

(viii) Professional Liability (Errors and Omissions)

Minimal Limits:

- \$1,000,000 Each Occurrence
- \$1,000,000 Annual Aggregate

Deductible:

The Contractor is responsible for deductions

(x) Property Insurance

Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 SUBCONTRACTOR INSURANCE COVERAGE

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.13.1, Liability Insurance. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor’s liability or responsibility.

2.133 CERTIFICATES OF INSURANCE

After the Contract is signed, and upon or before the insurance expiration date every year thereafter during the term of the Contract, the Contractor must provide evidence that the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, and employees are included as additional insured’s as required. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.13.1, Liability Insurance. Each certificate must be on the standard “Accord” form or equivalent and **MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.**

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to



any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 RESERVED - CODE INDEMNIFICATION

2.143 EMPLOYEE INDEMNIFICATION

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

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

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

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

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

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

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

2.146 INDEMNIFICATION PROCEDURES

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

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist



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

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

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

2.152 TERMINATION FOR CAUSE

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise



included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 TERMINATION FOR CONVENIENCE

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

2.154 TERMINATION FOR NON-APPROPRIATION

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.



2.155 TERMINATION FOR CRIMINAL CONVICTION

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

2.156 TERMINATION FOR APPROVALS RESCINDED

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

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and I take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 RESERVATION OF RIGHTS

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

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

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



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

2.170 Transition Responsibilities

2.171 RESERVE

2.172 RESERVE

2.173 RESERVE

2.174 RESERVE

2.175 RESERVE

2.176 RESERVE

2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.



2.190 Dispute Resolution

2.191 IN GENERAL

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

2.192 INFORMAL DISPUTE RESOLUTION

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

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

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

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

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

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

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

2.193 INJUNCTIVE RELIEF

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

2.194 CONTINUED PERFORMANCE

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



2.200 Federal and State Contract Requirements

2.201 NONDISCRIMINATION

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

2.202 UNFAIR LABOR PRACTICES

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

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

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

2.204 PREVAILING WAGE

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.



2.210 Governing Law

2.211 GOVERNING LAW

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

2.212 COMPLIANCE WITH LAWS

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

2.213 JURISDICTION

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

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to third parties' claims for infringement of United States patent, copyright, or trademark; to third parties' claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; or to court costs or attorney's fees awarded to third parties by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to the value of the Contract. The foregoing limitation of liability does not apply to third parties' claims for infringement of United States patent, copyright, or trademarks; to third parties' claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; or to court costs or attorney's fees awarded to third parties by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

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



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

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Procurement.
 - (2) Contractor shall also notify DTMB Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify DTMB-Procurement within 30 days whenever changes to company affiliations occur.

Motorola Solutions is a public company with billions of dollars in annual sales, employing thousands of employees worldwide and having thousands of shareholders. As is normal for such companies, Motorola Solutions and its subsidiaries have been a party to many lawsuits in the past 85 years. However, Motorola Solutions discloses all material litigation in its Annual and Quarterly reports filed with the United States Securities and Exchange Commission. The Annual Report on Form 10-K, as filed with the SEC for the fiscal year ended December 31, 2012, and any subsequent Quarterly Reports on Form 10-Q, contain a description of litigation considered to be material in accordance with the public disclosure requirements of the SEC. Because the Annual Report and Quarterly Reports contain only such litigation, as is material for public disclosure under SEC rules, it may not list all litigation with which Motorola Solutions or its subsidiaries are presently involved. A copy of Motorola Solutions' will be provided upon written request.

2.232 CALL CENTER DISCLOSURE

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 BANKRUPTCY

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

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

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



2.240 Performance

2.241 TIME OF PERFORMANCE

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 SERVICE LEVEL AGREEMENT (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 LIQUIDATED DAMAGES

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the implementation Work at a site due solely to Contractor's failure to properly and timely perform the Work and the State does not elect to exercise its rights under **Section 2.152**, the State, after giving Contractor seven (7)



days written notice of its intent and the Contractor failing to properly complete the implementation Work at such site within seven (7) days after receipt of notice of intent, is entitled to collect liquidated damages in the amount of \$500.00 per day for each day beyond the seven (7) day notice period Contractor fails to remedy the late or improper completion of the implementation Work. In no event will the amount of liquidated damages related to implementation Work at a site exceed fifty percent (50%) of the value of the implementation Work to be performed at such site.

Unauthorized Removal of any Key Personnel

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the 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 **Section 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

2.244 EXCUSABLE FAILURE

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

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

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected



Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

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

2.250 Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

2.252 CONTRACTOR SYSTEM TESTING

Contractor will be responsible for performing System Testing and incremental Integration Testing of the components of each VMS Software Deliverable.

Contractor's System Testing will include Integration Testing of each VMS configuration to ensure proper inter-operation with all cameras, interfaces and other components that are intended to inter-operate with such VMS Software Deliverable, and will include volume and stress testing to ensure that the Software Deliverables are able to meet the State's projected growth in the number and size of videos to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Within ten (10) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each configuration identified in the System Testing plan has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

2.253 APPROVAL OF DELIVERABLES, IN GENERAL

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by



the Contractor with users and site owner(s) over site. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

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

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted.

2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is



approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.255 RESERVE

2.256 FINAL ACCEPTANCE

"Final Acceptance" shall be considered to occur when the COTS Software System Deliverable has been approved by the State and has been operating in production without any material deficiency for ninety (90) consecutive days (unless a different timeframe has been specified in a Statement of Work). If the State elects to defer putting a COTS Software System Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260 Ownership

2.261 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

2.262 RESERVED - VESTING OF RIGHTS

2.263 RIGHTS IN DATA

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



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

2.264 OWNERSHIP OF MATERIALS

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State. Genetec software is licensed in accordance with the terms of the attached Genetec Software License Agreement.

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>;

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

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

2.274 ELECTRONIC RECEIPT PROCESSING STANDARD

All electronic commerce applications that allow for electronic receipt of credit/debit card and electronic check (ACH) transactions must be processed via the Centralized Electronic Payment Authorization System (CEPAS).

2.280 Extended Purchasing Program

2.281 EXTENDED PURCHASING PROGRAM

The Agreement will be 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 mutual written agreement between the State of Michigan and the Contractor, this Agreement may be extended to (a) State of Michigan employees, or (b) other states (including governmental subdivisions and authorized entities).

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

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



2.290 Environmental Provision

2.291 ENVIRONMENTAL PROVISION

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

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing,



transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

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

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

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

2.300 Deliverables

2.301 SOFTWARE

The contractor shall make available for purchase COTs Video Management Software (VMS) licenses to all state entities, local governments, schools, and non-profit hospitals within the state of Michigan at a fixed price for the duration of the contract. The contractor shall also make available for purchase software maintenance and support services for VMS purchased software for the duration of the contract

2.302 HARDWARE

The contractor / provider needs to identify how many Network Video Recorder (NVR) servers or appliance devices are needed at each site and provide the VMS manufacturer's recommended configuration of these servers or devices for VMS software optimal performance and expansion. This information shall be included in the site specification documentation for each site. The servers will be sourced through the State of Michigan's hardware contract with DTMB overview and providing base server maintenance after installation.

The contractor / provider must provide a detailed description of the hardware requirements for the VMS software proposed. For example, database software version, operating system version, third party utilities and hardware sizing required for maximum effectiveness of the software. Describe the proposed architecture, technology standards, and programming environment required to support the VMS software system.

2.310 Software Warranties

The following shall apply unless otherwise provided in Genetec's Software License Agreement applicable.

2.311 PERFORMANCE WARRANTY

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 NO SURREPTITIOUS CODE WARRANTY

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."



As used in this Contract, “Self-Help Code” means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, “Unauthorized Code” means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

2.313 CALENDAR WARRANTY

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.314 THIRD-PARTY SOFTWARE WARRANTY

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor’s authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.315 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor’s expense (including shipping and handling).

2.320 Custom Software Licensing

2.321 RESERVE



2.322 RESERVE
2.323 RESERVE

2.330 Source Code Escrow

2.331 RESERVE
2.332 RESERVE
2.333 RESERVE
2.334 RESERVE
2.335 RESERVE
2.336 RESERVE
2.337 RESERVE
2.338 RESERVE
2.339 RESERVE



Glossary

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DOC	Department of Corrections
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
NVR	Network Video Recorder
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.



Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
SMO	State of Michigan
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
VMS	Video Management System
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



**Appendix 01
Cost Tables**

Instructions for Contractor to complete the Cost Tables template:

Contractor must complete the Project Cost summary and all associated tables identified. Identify all information related, directly or indirectly, to the Contractor's proposed charges for services and deliverables including, but not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.

Identify any assumptions Contractor has made developing its Cost Proposal.

Base Bid item #1 includes:

Original installation of the demo system in Lansing, MI DTMB servers for 10 cameras shall be priced as a line item in the contractor's response. This shall include all installation of software and configuration of the system and the software on the viewing stations defined in Article 1, 1.104 Work and Deliverable section.

- A. Shall include all project management required to setup the licensing system and project management associated with the setup of the licensing and license distribution system.
- B. Shall include all work associated with getting all processes in place to administer the contract for the next 5 years.
- C. This work will be paid for after the system has been deemed finally complete as described in Article 1, 1.104 Work and Deliverable, A. Business Requirements section.

Base Bid Item #1 \$ Zero Written

\$ 0.00 in Number 

Base Bid Item #2 includes:

Single Camera License –First year software maintenance.

This license cost is the cost that the entities and State of Michigan can expect to pay for each Video Security Camera license. The license cost shall include:

- A. Payment for individual licenses for entities that choose to be part of this purchasing agreement.
- B. The second portion of the work will be the cost for one camera license and all software updates during the life of the system.
 - 1. This shall be a unit cost that is guaranteed not to change during the life of the project.
 - 2. This cost is the price that entities will be charged by their chosen installer for licensing and all software maintenance.

Base Bid Item #2 \$ Two Hundred Fifty Three Written

\$ 253.00 in Numbers.

Software maintenance costs for years two (2) through five (5)

Year 2	Year 3	Year 4	Year 5
\$ 23.00	\$ 46.00	\$ 46.00	\$ 46.00



Table 1: Summary of the VMS Project Cost

No.	Project Cost(s)	Cost (\$)	Comments
A.	Business Requirements Give breakdown in Table 2 & Table 10	\$ 0	
B.	Hardware Give breakdown in Table 3 & Table 10	\$ 0	Motorola Solutions / Genetec will provide the associated hardware specifications.
C.	Software (Any software tools or third party software needed) Give breakdown in Table 4 & Table 10	\$ 952,980	
D.	Application Design – Future Enhancements 200 hours estimate (Give breakdown in Table 5)	\$ 200,000	
E.	System Development (Design Planning , Installation Planning, and Configuration Planning of VMS) Give breakdown in Table 2 & Table 10	\$ 92,160	
F.	Implementation (System setup & Installation) Give breakdown in Table 2 Table 10	\$ 254,320	
G.	Training Give breakdown in Table 6 and Table 10	\$ 108,000	
H.	Documentation Give breakdown in Table 7 and Table 10	\$ 74,880	
I.	Operation Services Software Integrator Support Services Give breakdown in Table 8 and Table 10	\$ 90,298	
J.	Maintenance and Support (Help Desk) Database & Integrator Support Give breakdown in Table 9 and Table 10	\$ 562,818	
K.	Knowledge Transfer/Transition (Covered in other sections) N/A	\$ 0	Knowledge transfer is covered in training section, maintenance and support.
L.	Other Services Planning documents. Give breakdown in Table 8 & Table 10	\$ 63,580	
	Total Project Cost	\$ 2,399,036	



Table 2: VMS – Business Requirements, System Development and Implementation Costs

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost (\$) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
				Enter lines for each resource needed in each Category and Consolidate totals for Table 1.	
A.	Business Requirements Demo Test Site				
		Project Manager	40	\$ 0	Demo System will be operational within a week
		Video Architect	40	\$ 0	
	Business Requirements Total:			\$0	
E.	System Development – Planning & Design				
		Project Manager	256	\$ 36,864	16 hours for Head End 8 hours per Facility
		Video Architect	384	\$ 55,296	24 Hours for Head End 12 hours per Facility
	System Development Total:			\$ 92,160	
F.	Implementation System Setup, Installation, Configuration & Testing				
		Project Manager	504	\$ 85,680	24 hours for Head End 16 hours per Facility
		Genetec Certified Technician/Engineer	992	\$16,8640	56 hours for Head End 24 hours per Facility for 100 cameras add 8 hours for additional 25 cameras
	Implementation Total:			\$254,320	



Table 3: Hardware Labor Cost Table

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost (\$) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
B.				Contractor must provide individual implementation costs by site in Table 10 for the below and then transfer the combined total to Table 1	It has been assumed that the hardware provided by the State will come preloaded with the specified operating system, it will have the associated windows updates to current, any antivirus or State IT required software will be pre loaded. Included in the implementation labor Motorola will install the sequel database and the Genetec base software.
		Genetec Certified Technician/Engineer	Included in implementation	\$ 0	

Table 4: Software – Costs

No.	Software	Product Name and Version	Projected License Count	Total cost (\$)	Comments
C.	VMS Business Requirements Licenses	Genetec Security Center v5.2	3,719	\$ 952,980	This includes \$50,000 for software at the head end to federate the multiple sites. The 10 demo cameras are not charged in the licensing. The individual per camera software charge is \$230.
	Report writers	n/a			
	Requirement analysis tools	n/a			
	Design tools	n/a			
	Drawing tools	n/a			
	Development environment tools	n/a			



Testing tools: (such as issues tracking, defect testing, load/stress testing, configuration management (List and provide cost separately for each item) 1. 2. 3.	n/a			
Camera Integration Tools	n/a			
Any other software (list):	n/a			
Total Software Cost: (Transfer this total to table 1)				\$ 952,980

Table 5: Application Design - Future Enhancements/Rate Card

No.	Staffing Category	Key Staff	Firm Fixed Hourly Rate	Est. Hours (5 year total)	Extended Price
D.	Project Manager / Technical Lead	Genetec	\$ 200	200	\$ 40,000
	Business Analyst	Genetec	\$150	200	\$ 30,000
	Senior Software Developer	Genetec	\$300	200	\$ 60,000
	Programmer	Genetec	\$200	200	\$ 40,000
	Technical Writer	Genetec	\$150	200	\$ 30,000
	List Any Other(s)				
	Future Enhancement/Rate Card Estimated Cost	N/A	N/A		\$ 200,000

Notes:

- Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. "Estimated Hours" and "Extended Price" are non-binding and will be used at the State's discretion to determine best value to the State. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.
- The State intends to establish funding for up to 200 hours over the five year life of the application for development. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.



3. Unless otherwise agreed by the parties, each Statement of Work will include:
 - a. Background
 - b. Project Objective
 - c. Scope of Work
 - d. Deliverables
 - e. Acceptance Criteria
 - f. Project Control and Reports
 - g. Specific Department Standards
 - h. Payment Schedule
 - i. Travel and Expenses
 - j. Project Contacts
 - k. Agency Responsibilities and Assumptions
 - l. Location of Where the Work is to be Performed
 - m. Expected Contractor Work Hours and Conditions

4. The parties agree that the Services/Deliverables to be rendered by Contractor using the future enhancements/rate card on this Contract will be defined and described in detail in separate Statements of Work. The Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.

Table 6: Breakdown of Training Cost

No.	Training and Documentation	Cost (\$)	Comments
G. K.	Training Web Site	included	
	End User training	\$6,000	
	End User training documentation	included	
	Technical System Administrator training	\$6,000	
	Technical System Administrator training documentation	included	
	Other:		
	Total Training Costs	\$12,000	
G.8	Optional Additional Class Price	\$ 6,000	Price quote of optional additional class - 16 hour class



Table 7: Documentation Labor Cost

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost (\$) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
				Contractor must provide individual implementation costs by site in Table 10 for the below and then transfer the combined total to Table 1	
	Web Site Documentation Administration	System Administrator	20	\$ 2,880	20 hours to setup Website and administer
	System Wide documentation and Specifications for all sites	System Administrator	20	\$ 2,880	20 hours for system wide documentation
	Testing and system validation plans	System Administrator	60	\$ 8,640	2 hours per facility site
	Project Schedules	Master Scheduler	90	\$ 12,960	3 hours per facility site
H.	Patch Maintenance Instruction	System Administrator	30	\$ 4,320	1 hours per facility site
	Software Manufacture Documentation	System Administrator	30	\$ 4,320	1 hours per facility site
	Design Documents	System Administrator	90	\$ 12,960	3 hours per facility site
	Systems Operations Document	System Administrator	60	\$ 8,640	2 hours per facility site
	Project Plan(s)	Project Manager	60	\$ 8,640	2 hours per facility site
	Issue Log	System Administrator	30	\$ 4,320	1 hours per facility site
	Change Requests	System Administrator	30	\$ 4,320	1 hours per facility site
	Other				
	Total Cost of Documentation Services		520	\$74,880	40 hours for head end. 16 hours for each facility site



Table 8: Operations Service & Other Services

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost (\$) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
I.	Operation Services / System Support	Genetec IT Specialist	~ 500	\$ 90,298	10% of initial software purchase per facility site
L.	Project Support Plan	Project Manager	~ 160	\$ 25,432	10% of implementation price per facility site
	Guideline documents	Project Manager	~160	\$ 25,432	10% of implementation price per facility site
	Training Plan	Project Manager	~ 80	\$ 12,716	5% of implementation price per facility site
	Total Services Cost:			\$ 153,878	

Table 9: Maintenance and Support - Recurring Costs: Software License, Software Maintenance & Support

No.	Cost Categories	Cost Per Year(\$)	Comments
J.	Database & Integrator Support Cost		Database and Integrator Support of the SMA is 15% of the SMA customer price.
	First Year	\$ 4,020	
	Second Year	\$ 8,040	
	Third Year	\$ 12,060	
	Fourth Year	\$ 16,080	
	Fifth Year	\$ 20,100	
	Total Database & Integrator Support Recurring Costs	\$ 60,300	
	Software Maintenance and Support cost (includes helpdesk)		Software Maintenance Agreement is 10% of initial camera software licensing price for years one and two. 20% of Camera software licensing price for years 3 – 5.
	First Year	\$ 24,368	
	Second Year	\$ 50,933	
	Third Year	\$ 106,804	
	Fourth Year	\$ 142,405	
	Fifth Year	\$ 178,006	Technical Support of the SMA is 25% of the SMA price per facility.
		Total Software Maintenance and Support Recurring Costs	\$ 502,516
	Combined Total	\$ 562,818	



Table 10: Cost Per Site Summary - Do not transfer totals to Table 1 - Per site breakdown desired for totals in other tables.

Site Schedule	Location	Camera Count	B. Hardware	C. Software Cost	E. System Development	F. Implementation	G. Training	H. Documentation	I. Operation Services	J. Maintenance & Support	L. Other (Proj. Mgmt, and Administration)	Total Cost Per Site	
Schedule / 2014													
0	Head End	Lansing, MI	0	\$0.00	\$50,000	\$ 5,760	\$ 13,600	\$ 108,000	\$5,760	\$0	\$11,200	\$3,400	\$197,720
1	DTMB Demo	Lansing, MI	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00	\$0.00	\$0
2	Cooper Street Correctional	Jackson, MI	100	\$0.00	\$23,000	\$2,880	\$ 6,800	\$0.00	\$2,304	\$2,300	\$25,760	\$1,700	\$64,744
3	Carson City Correctional	Carson City, MI	150	\$0.00	\$34,500	\$2,880	\$ 8,160	\$0.00	\$2,304	\$3,450	\$38,640	\$2,040	\$91,974
4	Alger Correctional	Munising, MI	130	\$0.00	\$29,900	\$2,880	\$ 8,160	\$0.00	\$2,304	\$2,990	\$33,488	\$2,040	\$81,762
5	Baraga Correctional	Baraga, MI	140	\$0.00	\$32,200	\$2,880	\$ 8,160	\$0.00	\$2,304	\$3,220	\$27,048	\$2,040	\$77,852
6	Richard A. Handlon Correctional	Ionia, MI	100	\$0.00	\$23,000	\$2,880	\$ 6,800	\$0.00	\$2,304	\$2,300	\$19,320	\$1,700	\$58,304
7	Ionia Correctional	Ionia, MI	130	\$0.00	\$29,900	\$2,880	\$ 8,160	\$0.00	\$2,304	\$2,990	\$25,116	\$2,040	\$73,390
8	Kinross Correctional	Kincheloe, MI	130	\$0.00	\$29,900	\$2,880	\$ 8,160	\$0.00	\$2,304	\$2,990	\$25,116	\$2,040	\$73,390
9	St. Louis Correctional	St. Lewis, MI	136	\$0.00	\$31,280	\$2,880	\$ 8,160	\$0.00	\$2,304	\$3,128	\$26,275	\$2,040	\$76,067
Schedule / 2015													
10	Chippewa Correctional	Kincheloe, MI	225	\$0.00	\$51,750	\$2,880	\$ 10,880	\$0.00	\$2,304	\$5,175	\$43,470	\$2,720	\$119,179
11	Newberry Correctional	Newberry, MI	100	\$0.00	\$23,000	\$2,880	\$ 6,800	\$0.00	\$2,304	\$2,300	\$19,320	\$1,700	\$58,304
12	Oaks Correctional	Eastlake, MI	150	\$0.00	\$34,500	\$2,880	\$ 9,520	\$0.00	\$2,304	\$3,450	\$28,980	\$2,380	\$84,014
13	Pugsley Correctional	Kingsley, MI	75	\$0.00	\$17,250	\$2,880	\$ 6,800	\$0.00	\$2,304	\$1,725	\$14,490	\$1,700	\$47,149
14	Bellamy Creek Correctional	Ionia, MI	240	\$0.00	\$55,200	\$2,880	\$ 10,880	\$0.00	\$2,304	\$5,520	\$30,912	\$2,720	\$110,416
15	Gus Harrison Correctional	Adrian, MI	150	\$0.00	\$34,500	\$2,880	\$ 9,520	\$0.00	\$2,304	\$3,450	\$19,320	\$2,380	\$74,354
16	Lakeland Correctional	Coldwater, MI	75	\$0.00	\$17,250	\$2,880	\$ 6,800	\$0.00	\$2,304	\$1,725	\$9,660	\$1,700	\$42,319
17	Macomb Correctional	New Haven, MI	140	\$0.00	\$32,200	\$2,880	\$ 9,520	\$0.00	\$2,304	\$3,220	\$18,032	\$2,380	\$70,536
Schedule / 2016													
18	G. Robert Cotton Correctional	Jackson, MI	130	\$0.00	\$29,900	\$2,880	\$ 8,160	\$0.00	\$2,304	\$2,990	\$16,744	\$2,040	\$65,018
19	Parnall Correctional	Jackson, MI	100	\$0.00	\$23,000	\$2,880	\$ 6,800	\$0.00	\$2,304	\$2,300	\$12,880	\$1,700	\$51,864
20	Egeler Correctional	Jackson, MI	100	\$0.00	\$23,000	\$2,880	\$ 6,800	\$0.00	\$2,304	\$2,300	\$12,880	\$1,700	\$51,864
21	Woodland Correctional	Whitmore Lake, MI	370	\$0.00	\$85,100	\$2,880	\$ 13,600	\$0.00	\$2,304	\$8,510	\$47,656	\$3,400	\$163,450
22	Saginaw Correctional	Freeland, MI	110	\$0.00	\$25,300	\$2,880	\$ 6,800	\$0.00	\$2,304	\$2,530	\$7,084	\$1,700	\$48,598
23	Central Michigan Correctional	St. Louis, MI	100	\$0.00	\$23,000	\$2,880	\$ 6,800	\$0.00	\$2,304	\$2,300	\$6,440	\$1,700	\$45,424
24	Thumb Correctional	Lapeer, MI	120	\$0.00	\$27,600	\$2,880	\$ 8,160	\$0.00	\$2,304	\$2,760	\$7,728	\$2,040	\$53,472
25	Ernest C. Brooks Correctional	Muskegon Heights, MI	100	\$0.00	\$23,000	\$2,880	\$ 6,800	\$0.00	\$2,304	\$2,300	\$6,440	\$1,700	\$45,424
Schedule / 2017													
26	West Shoreline Correctional	Muskegon Heights, MI	85	\$0.00	\$19,550	\$2,880	\$ 6,800	\$0.00	\$2,304	\$1,955	\$5,474	\$1,700	\$40,663
27	Special Alternative Incarceration	Chelsea, MI	85	\$0.00	\$19,550	\$2,880	\$ 6,800	\$0.00	\$2,304	\$1,955	\$5,474	\$1,700	\$40,663
28	Tuscola Offender Re-Entry	Caro, MI	100	\$0.00	\$23,000	\$2,880	\$ 6,800	\$0.00	\$2,304	\$2,300	\$6,440	\$1,700	\$45,424
29	Ojibway Correctional	Marenisco, MI	125	\$0.00	\$28,750	\$2,880	\$ 8,160	\$0.00	\$2,304	\$2,875	\$4,025	\$2,040	\$51,034
30	Marquette Correctional	Marquette, MI	130	\$0.00	\$29,900	\$2,880	\$ 8,160	\$0.00	\$2,304	\$2,990	\$4,186	\$2,040	\$52,460
31	Michigan Reformatory	Ionia, MI	100	\$0.00	\$23,000	\$2,880	\$ 6,800	\$0.00	\$2,304	\$2,300	\$3,220	\$1,700	\$42,204
Total Cost Per SOW Tasks			3,936	\$0	\$952,980	\$92,160	\$254,320	\$108,000	\$74,880	\$90,298	\$562,818	\$63,580	\$2,199,036



APPENDIX 04

STATEWIDE VIDEO MANAGEMENT SOFTWARE AND MANAGEMENT REQUIREMENTS

Contractor Name: Motorola Solutions

Contractor shall provide deliverables, services and staff, and otherwise do all things necessary or incidental to provide the functionality required for the State's business operations, in accordance with the requirements as set forth below.

The Bidder must respond whether or not their proposed solution will comply with each requirement in as follows:

- For each requirement with which the solution will fully comply, the Contractor is to check the column labeled "YES". Additionally, the Contractor is to check the "Method of Compliance" columns according to the following criteria:
 1. Check column "1" under "Method of Compliance" if the solution will fully meet the requirement with no configuration nor customization by Contractor or State.
 2. Check column "2" under "Method of Compliance" if the solution will fully meet the requirement through configuration by the Contractor.
 3. Check column "3" under "Method of Compliance" if the solution will fully meet the requirement through customization by the Contractor.

If the solution currently complies with the requirement (as indicated by checking column "1" in the "Method of Compliance" area) Bidder shall describe how their proposed solution will comply with the requirement. If applicable, screenshots may be provided to show this functionality.

- If the solution does not currently comply with the requirement but the Contractor can modify the solution through configuration or source code changes which, in the Contractor's opinion, would result in their solution reaching full compliance with a requirement, the Contractor shall check the column labeled "YES, and then indicate the appropriate response in the Method of Compliance". For a method of compliance area with a response of 2 or 3, the Contractor shall describe the modification that will be made and how it will comply with the requirement in the Comments box in Attachment 04. All such modifications are considered to be part of the solution being proposed and included in the bid price. If the modification will not be complete by the "go live" date, the Contractor must specify an anticipated date when the modification would be added to the system, at no additional cost to the State. The State reserves the right to reject the Contractor's proposed date and consider the solution not in compliance.
- For each requirement that their proposed solution will not comply fully with all aspects of the requirement the Contractor is to check the box in Attachment 04 labeled "NO". The Contractor shall describe the impact of not meeting the requirement within the "Comments" box.
- If the members of the Joint Evaluation Committee are not able to efficiently find material, they may not use the material in their evaluation of the proposal. The Contractor response to each requirement should contain adequate information for evaluation by the JEC without referencing other responses.
- Located within the first column is the requirement number and there may or may not be an upper case "M" surrounded by parentheses (M) located beneath it. If (M) is identified it indicates this requirement is mandatory and failure to meet this requirement is grounds for disqualification under this RFP. Those requirements that include an upper case "R" surrounded by parentheses (R) located beneath are considered required and will be evaluated based on the Bidders ability to meet the requirement.
- **If a requirement appears to be too restrictive, notify the State of your concerns during the Q&A time period.**



FUNCTIONAL REQUIREMENTS

	Functional Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.000	Project Identification						
1.001 1 (R)	The software shall be a Commercial Off-The-Shelf (COTS) software package that is customizable by the State and can be used for Statewide Video Security camera video viewing and management.	Yes	1				
1.001 2 (R)	The software shall be based around a centralized server(s) or appliance device that provides management and recording of images from IP cameras and IP encoded analog cameras.	Yes	1				
1.001 3 (R)	The VMS Software shall be able to work in a Virtual environment.	Yes	1				Please see Systems Requirements
1.001 4 (R)	The VMS software shall have to support both centralized and distributed systems but shall be able to be centrally managed via the data network.	Yes	1				
1.002 2 (R)	The VMS systems may initially only support local viewing from connected PC's but will require the capability to eventually scale up and provide numerous viewing & management capabilities both locally and remotely via wired and wireless solutions. Future functionality shall include software to support remote viewing via the cellular telephone network.	Yes	1				
1.103	Environment						
1.103 (R)	All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards.	Yes	1				
1.103 (R)	The VMS software should be compatible with the SOM standard software.	Yes	1				
1.103 (R)	The VMS software shall comply with industry best practices implementing standard security features to prevent system compromise.	Yes	1				
1.103 (R)	The VMS software shall run on a Linux or Microsoft platform.	Yes	1				Microsoft Platform using Microsoft SQL. Please see System Requirements for version specific information.
1.104	Software, Hardware, Services and Deliverable to be Provided						
A.	Business Requirements						
1.104 (R)	The Video Management System (VMS) shall provide the ability to view video from one central location and scale up to many different locations if required.	Yes	1				



	Functional Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 4 (R)	The test VMS system shall include a complete implementation of mapping, recording, and reviewing of video. Include any viewing software required for no less than five (5) workstations.	Yes		2			The Plan Manager application will require the contractor to configure entities and import maps in order for maps to work as expected.
1.104 5 (R)	Configure the test VMS system to maximize every aspect of the software configuration and management available.	Yes		2			The system will need to be configured by the contractor to meet the requirements of the project.
1.104 6 (R)	Setup five (5) viewers on the test system and fully configure/customize their viewing experience.	Yes	1				
1.104 7 (R)	VMS system shall comply with SOM's Technical Environment policies and implement industry best practice security standards.	Yes	1				
C.	Software						
1.104 A1 (R)	Software shall be able to be installed on a local server, device or in a Virtual environment.	Yes	1				
1.104 A2 (R)	VMS software shall be fully compatible with numerous virtual installations on the same physical virtual "host" server.	Yes	1				
1.104 A3 (R)	The VMS system shall store video on a local server / device. It shall also be compatible with SAN storage and cloud storage of video.	Yes	1				
1.104 A4 (R)	The software shall be capable of continuous, scheduled, alarm/event, and motion recording, shall have pre- and post-alarm recording and shall be fully programmable on a per-channel basis.	Yes	1				
1.104 A5 (R)	Pre and Post event and motion recording shall be fully configurable.	Yes	1				
1.104 A6 (R)	The VMS software shall run on a Linux or Microsoft platform.	Yes	1				Microsoft Platform using Microsoft SQL. Please see System Requirements for version specific information.
1.104 A7 (R)	The software shall store a database of device errors, alarms, and other system events, and the comprehensive database shall be accessed and searched through the system log window.	Yes	1				All information is stored in Microsoft SQL Server Database(s)
1.104 A8 (R)	Software shall be fully configurable to support anywhere from one (1) to thirty (30) frames per second per camera.	Yes	1				Security Center also supports configuring multiple streams per camera supporting different resolutions and frame rates per stream if required.



	Functional Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 A9 (R)	Shall provide for both recording, live view and viewing of recording images at the same time.	Yes	1				Security Center also supports configuring multiple streams per camera supporting different resolutions and frame rates per stream if required. In addition Live View streams can be different than recorded streams. Up to 6 streams per camera are supported, if also supported by the camera or encoder.
1.104 A10 (R)	Shall support one frame per second on all cameras as well as configurable frames per second during motion or pre-configured time schedules.	Yes	1				In addition multiple motion zones can be configured per camera.
1.104 A11 (R)	Throughput shall be calculated at 1280x960 resolutions for a standard camera.	Yes	1				
1.104 A15 (R)	Software shall provide capability to record on movement or to record at all times. This shall be a user-defined option.	Yes	1				
1.104 A16 (R)	The processing and recording of the images shall be done based on the following standards. Recording shall be done at: Video Standards: NTSC & Video Compression: H.264	Yes	1				NTSC and PAL standards are supported as well as the following Encoding methods: MJPEG, MPEG4 and H.264.
1.104 A17 (R)	The software shall allow control of all aspects of the security viewing, controlling and replaying.	Yes	1				
1.104 A18 (R)	The software shall display video from any camera to a specific monitor or screen division, including changing screen division views.	Yes	1				The Canvas can be customized to the specific user requirements per user. This can also be enforced specifically to users if required.
1.104 A19 (R)	Move system PTZ cameras to a specified preset location. This shall work with IP or existing analog cameras.	Yes	1				Hundreds of cameras and dozens of PTZ protocols are supported please see the attached document for the supported list.
1.104 A20 (R)	Activate predefined patterns on system PTZ cameras	Yes	1				Both Presets and Patterns are fully supported in Security Center.
1.104 A21 (R)	Start/stop recording an event from any indicated video source.	Yes	1				Security Center has an extensive event to action engine. Starting and Stopping recording is just a part of what could be configured in the event to action engine.
1.104 A22 (R)	Activate system relays and send e-mail notification to any recipient via SMTP.	Yes	1				Typically this would be done through outputs on the IP camera or encoder. It can also be done through IP input/output modules.
1.104 A23 (R)	Software shall support two-way audio through the cameras.	Yes	1				
1.104 A24 (R)	Audio shall be able to be stored with the video in exact sync and at similar compression rates.	Yes	1				



	Functional Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 A25 (R)	Shall allow connection of a microphone at the viewing station that can play through the cameras with the correct audio equipment.	Yes	1				
1.104 A26 (R)	Shall support input and output alarms from other devices and output to other devices to support integration of numerous systems.	Yes	1				Typically this would be done through outputs on the IP camera or encoder. It can also be done through IP input/output modules.
1.104 A27 (R)	VMS software shall offer a reboot option for camera's if possible.	Yes	1				This can be done through the ConfigTool if the camera supports this feature.
1.104 B1 (R)	Backups of the images shall be done continually. The oldest data shall be overwritten when the disk becomes full.	Yes	1				The SQL databases can be backed up to disk.
1.104 B2 (R)	Software shall support on-board video storage as well as video storage in a SAN/NAS configuration	Yes	1				Local storage as well as SAN/NAS video storage is supported.
1.104 B3 (R)	Shall also support cloud-based storage of video.	Yes	1				As long as the Archiver can map to the storage it can be recorded to the cloud. Genetec also offers Stratocast which allows for cloud based recording through Genetec and Microsoft Azure. Stratocast cameras can also be federated back into the central system.
1.104 B4 (R)	After a user defined period of time the video shall be able to be "pruned". This means that any images recorded at fifteen (15) frames per second can be cut so that the system is only storing one (1) or more frames per second.	Yes	1				This is accomplished through Auxiliary Archiving. For example cameras could be recorded for 15 days on the Archiver at 15 FPS and also be recorded on the Auxiliary Archiver at 1 FPS for 365 Days. Pruning watermarked video would invalidate the video since it would appear to the system that the video has been tampered with. Additionally at this time it is no possible to "prune" H.264 video encoding which is required for this project.
1.104 B5 (R)	The software shall be able to be configured to delete recorded video after a configurable number of days.	Yes		2			This would have to be configured based on what the requirements are.
1.104 C1 (R)	Software shall support RAID five (5) redundancy array configuration on servers such that losing two drives will not mean a loss of recorded images. Device configuration shall be of similar fault tolerance levels, or restore features that prevent the loss of any recorded images.	Yes	1				Since Security Center is a commercial of the shelf software application any type of hardware that is compatible with Microsoft Windows should be supported. Please see the System Requirements guide for specific information.
1.104 C2 (R)	Software shall support quick storage to high speed Hard drives.	Yes	1				The IOPS of the disk storage is not a critical factor in determining hardware requirements.
1.104 C3 (R)	Software shall support slower drive speeds used for long term storage.	Yes	1				The IOPS of the disk storage is not a critical factor in determining hardware requirements.



	Functional Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 D1 (R)	VMS user logins for administration and viewing shall be compatible with Active Directory role based security and shall allow single logon	Yes	1				This would require assistance from the IT group as privileged Active Directory accounts may be required.
1.104 D2 (R)	VMS user logins for administration and viewing shall also use local role based security groups if Active Directory is not available and shall allow single logon	Yes	1				Both Active Directory user and Security Center users can be used simultaneously.
1.104 E1 (R)	Shall support connectivity to multiple viewing stations (Computers) for viewing live cameras. Display shall show images in groups of one (1), four (4), nine (9), or sixteen (16).	Yes	1				
1.104 E2 (R)	Multiple users shall be able to view the same camera view or sequence simultaneously without affecting the bandwidth of the network	Yes	1				
1.104 E3 (R)	Viewers shall be able to see overall image and a digitally "zoomed-in" image in another window or picture-in-picture window.	Yes	1				In Security Center there is a window inside the tile (picture in picture), showing the zoom level in the window.
1.104 E4 (R)	The system shall utilize Multi-cast streaming video to allow multiple users to view the same video stream, though not necessarily synchronized. The software shall supply up to thirty two (32) simultaneous playback streams.	Yes	1				Security Center completely supports Multicast (IGMP). Security Center also supports both Unicast and Multicast simultaneously, this is important if the camera manufacture does not support IGMP. Security Center can also create a Multicast stream on the network for cameras limited to Unicast. Security Center supports IGMP Version 2 and 3 as well as ASM and SMS IGMP.
1.104 E5 (R)	The system shall allow all PC's attached to the wired network to view cameras at full resolution on their PC.	Yes	1				
1.104 E6 (R)	The network video recorder (NVR) shall have outputs viewable on up to thirty two (32) individual workstations, shall record video, audio, and data streams for every channel, and shall have storage locking.	Yes	1				Security Center is not limited to a 32 workstation limitation as is the case with an (NVR). Security Center supports the recording of video, audio and data streams on all cameras associated with an Archiver. A Security Center Archiver can support up to 300 cameras per Archiver.
1.104 E7 (R)	Provide for unlimited system operators with personal identification numbers (PINs) with priority levels, operator facilities, system roles, and camera and monitor groupings	Yes	1				
1.104 E8 (R)	Software shall allow for segmentation of the camera viewing based on logins.	Yes	1				



	Functional Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 E9 (R)	A person shall be able to be setup as a viewer of the cameras and only given access to a user specified amount or location of cameras.	Yes	1				
1.104 E10 (R)	The layout of the cameras and viewing screen shall be able to be set by the user's login. Each can have a custom layout that the system remembers.	Yes	1				All view can be saved based on the use logged in. This can also be enforced by administrators who can create views for users with less privileges.
1.104 E11 (R)	Any user shall be able to be setup so they cannot view administrator chosen cameras.	Yes	1				
1.104 E12 (R)	Segmentation of camera views and review of stored images shall be able to be based on: User login credentials and Active Directory login credentials	Yes	1				
1.104 E13 (R)	Software shall have the ability to support network based viewing of live and stored video through PC's laptops, tablet devices and Android and Apple based smartphones for future implementations.	Yes	1				Smartphone based products use the Mobile Application to accomplish this.
1.104 E14 (R)	Each installation shall support no less than ten (10) live/recorded views through network attached PC's viewing.	Yes	1				This is possible as long as the workstation meets the required specification.
1.104 E15 (R)	Each installation shall have the ability to support no less than ten (10) live/recorded views through wirelessly attached tablets or smartphones in future implementations.	Yes	1				Smartphone based products use the Mobile Application to accomplish this. There are no hard limits to the number of devices attached, this is only limited by bandwidth and resources.
1.104 E16 (R)	The viewing licenses shall not be an additional charge to the partner or entity.	Yes	1				
1.104 E17 (R)	Software shall support: record during playback, playback by date, time, and camera and on-screen programming.	Yes	1				
1.104 E18 (R)	Owner shall be able to review recorded video at any time without interrupting the current recording of images from cameras.	Yes	1				
1.104 E19 (R)	Review of all recorded video. Interface shall allow searching by motion, recording, time, camera and building.	Yes	1				
1.104 F1 (R)	The software shall support remote viewing of cameras via the cellular telephone network via smartphones.	Yes	1				Smartphone based products use the Mobile Application to accomplish this.
1.104 F2 (R)	These connections shall be required to support the same login and user management requirements of PC's that are attached to the wired data network.	Yes	1				
1.104 G1 (R)	The software shall support many different ways to view the recorded video	Yes	1				



	Functional Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 G2 (R)	Shall be able to search for movement in an owner setup area of any camera image.	Yes	1				
1.104 G3 (R)	Search by motion	Yes	1				
1.104 G4 (R)	Allow simultaneous playback of numerous cameras.	Yes	1				
1.104 H1 (R)	Software shall work with IP cameras and IP encoders	Yes	1				Please see the supported hardware document.
1.104 H2 (R)	Shall contain built-in video motion detection.	Yes	1				
1.104 H3 (R)	Pan/Tilt/Zoom control of PTZ cameras via the IP connection and via on-screen controls.	Yes	1				
1.104 H4 (R)	Software shall support USB attached joystick for PTZ camera control.	Yes	1				Please see the attached list for compatibility.
1.104 H5 (R)	Video titling shall provide for a thirty (30) character camera site description (on/off), display time / date (on/off), set the display color (black/white), display a site message (on/off) and define the screen block position for the title. A. Shall be visible at viewing live and recorded video.	Yes	1				Please see the included screen capture.
1.104 I1 (R)	The NVR software shall allow remote alarms by sending an e-mail or cell phone call or pager message upon an alarm.	Yes	1				Provided that the system has IP connectivity to the SMTP server.
1.104 I2 (R)	Alarms may include: Motion on a cameras image during owner specified hours Loss of video signal on a camera. Server or storage equipment failure Other configurable parameter. Output shall include an alarm to the access control system or email, phone call or pager notification. Owner shall be able to identify how they are notified. All listed items shall be options.	Yes	1				
1.104 I3 (R)	Provide for pop-up windows for alarmed video which is configured by the owner.	Yes	1				
1.104 I4 (R)	Play an audio file upon alarm based on video.	Yes	1				
1.104 J1 (R)	The software shall be configurable to limit user who can print images or download videos. This shall be determined by login.	Yes	1				
1.104 J2 (R)	User shall be able to print still images directly to a printer from the NVR or remote user's terminal.	Yes	1				



	Functional Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 J3 (R)	All video shall be able to be offloaded to a disc along with a watermark to ensure authenticity of the video.	Yes	1				
1.104 J4 (R)	Video shall also be able to be offloaded to a simple AVI type file.	Yes	1				Export type windows media player compatible file .asf
1.104 K (R)	Software shall include virtual case folders where the user can create a linked report that includes. 5. Video clips that can be authenticated in court. 6. Typed notes detailing investigation parameters. 7. Still images chosen from the video 8. HTML links to outside information	Yes	1		3		Numbers 1, 2 and 3 can be supported. Number 4 is not supported at this time. This could be developed using our SDK our Custom Solutions.
1.104 L1 (R)	Administrative level access shall allow setting and changes of all recording and scheduling parameters.	Yes	1				
1.104 L2 (R)	The software shall be able to be password protected for viewing, with additional levels of security required for changing configuration of the recording and camera functions.	Yes	1				
1.104 M1 (R)	The software shall provide maps within the software that can be used to provide hot keys/buttons to switch a viewing monitor to a camera identified on the maps. A. The software shall accept AutoCAD or PDF files and shall input the maps into the video control software. B. The maps shall provide for icons/buttons on the maps so that the user can click on the camera button on the map and the user will be able to view the camera associated with that button. C. Contractor shall be able to load and populate each map with the cameras for each building where cameras are located. D. Software shall provide a drill-down map control software that allows the user to click on the State of Michigan then the site plan, then the individual building and then the floor or portion of the floor on that building and finally the camera on that floor.	Yes	1				This is accomplished through Plan Manager. Plan Manager is the Genetec native mapping software. Plan Manager presents vector based, multi-level maps. Maps are imported directly using PDF format. All cameras in the system can be place as icons on any level of the configured maps. Alarms can also be acknowledged from the map.



	Functional Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 N1 (R)	Software shall appear as one installation regardless of the number of physical servers on the same network. The goal is not to apply updates to all systems through the same login but to provide the update through one login for one entity or partner. Example, one hospital shall have a single login and updates for their servers.	Yes	1				
1.104 O1 (R)	The VMS software shall have the capability to include software and equipment to trigger other systems based on movement within the video image. A. These “triggers” may be used to turn lights on and off and shall be able to be set based on each camera individually or groups of cameras. Example: If there is motion on a certain camera, the system shall notice that motion and trigger a light or multiple lights to turn on. B. The trigger will not be the primary lighting control system but shall be able to trigger action in the lighting control system. C. This triggering shall be able to be configured based on time of day. In example it is not worthwhile to trigger lights during the day. D. The system shall be fully configurable to only engage the motion-trigger process during certain times of day. E. The system shall be able to control the percent of motion that is required for the triggers to be engaged. We do not want to have a system where leaves moving on a tree turns on the lights. The owner shall be able to set a minimum threshold for motion.	Yes	1				This can be done through the Archiver or the hardware video unit if supported by the video unit. Either method supports A,B,C,D and E.
E.	System Development						
1.104 2 (R)	The software delivered shall be equipped for easy implementation and training of the administrators and users.	Yes	1				
1.104 3 (R)	The VMS application shall be configured to provide information to the contractor and the State of Michigan personnel to easily determine the camera location and type and the licensing associated with each camera.	Yes	1				



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.000	Project Identification						
1.002 1 (R)	This project will establish a standard VMS system that will be used for existing cameras and that will grow as additional systems and cameras are added throughout the state.	YES	1				
1.002 3 (R)	There are thirty (30) prisons with a projected total of 3200 cameras to be connected. A listing of prison locations and number of projected cameras at each site may be found in Appendix 01 – Cost Table Number Nine (9).	YES		2			
1.002 4 (R)	This project will be on-going for the next five (5) years as reflected in Appendix 05 – Site Priority Listing.	YES		2			
1.101	In Scope						
1.101 (R)	The State of Michigan (SOM) sees the VMS software provider working in a sales, management and technical services role for entities and partners when they install a video security system.	YES	1				
1.101 (R)	The VMS provider (chosen provider that responds to this Bid) will publish a standard price for a camera license for the first year and then software maintenance costs for each consecutive year.	YES	1				
1.101 1 (R)	If the software is purchased within the first six months of the contract year the software maintenance shall run to the end of the five (5) year contract period.	YES	1				
1.101 2 (R)	If the software is purchased in the second six months of a contract year the entity will pay for the first year and any full contract years but will receive the remaining months until the end of the contract at no cost. (No more than six (6) months at no cost)	YES	1				
1.101 3 (R)	The original camera license cost shall be the same cost for the five (5) year period and shall not increase for any reason.	YES	1				
1.101 4 (R)	Any entity that installs a video security system shall be able to purchase the camera licenses and install the VMS Software on their own servers for the per camera license price. There shall be no extra costs for the base software.	YES	1				



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.101 5 (R)	The entity can bid out their video security system and associated cameras. They must choose an integrator that is licensed by the provider to install the VMS software in compliance with SOM security standards and industry best standards recommended by NIST.	YES	1				
1.101 6 (R)	The integrator will be tasked with installing VMS network video recorder (NVR) server/device software and PC VMS software in a standardize configuration across agencies as much as possible.	YES		2			
1.101 7 (R)	The integrator will obtain the base system software and camera licenses from the provider at the State contract price.	YES	1				
1.101 8 (R)	NVR servers / appliance devices will be specified by the VMS provider and shall be sourced thru the State of Michigan's hardware contract in coordination with DTMB.	YES	1				
1.101 9 (R)	The software and hardware price will be directly paid by the entity or partner to the provider and there shall be no markup for the integrator on the software or software.	YES	1				
1.101 10 (R)	The provider shall provide the VMS software for the complete video security solution to all entities and partners.	YES	1				
1.101 11 (R)	The provider shall provide one standard version of the VMS software to all entities and provide updates during the service maintenance contract for each state entity and partner as defined in 1.104 Maintenance and Support Deliverables Technical item n. 3.	YES	1				
1.101 (R)	The VMS provider shall show proof of an existing contractual relationship with no less than ten (10) integrators that are located within the State of Michigan.	YES	1				
1.101 (R)	Prior to the completion of the first year after the contract is signed the provider shall have no less than fifteen (15) certified integrators within the state of Michigan.	YES	1				
1.101 (R)	All work shall be performed and supervised by security technicians and project managers who are technically trained in the VMS Software.	YES		2			
1.101 (R)	The Provider shall have a proven track record in VMS Software and integration. The provider shall have been providing VMS system solutions for no less than five (5) years	YES		2			



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.103	ENVIRONMENT						
(M)	Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided and state compliance in their response.	YES		2			
1.103 (M)	Enterprise IT Policies, Standards and Procedures	YES		2			
1.103 (M)	Enterprise IT Security Policy and Procedures	YES		2			
1.103 (M)	The VMS software and system shall comply with industry best practices implementing standard security features to prevent system compromises.	YES	1				
1.103 (M)	Complies with SOM IT Strategic Plan	YES	1				
1.103 (R)	Complies with SOM IT eMichigan Web Development Standard Tools	YES		2			
1.103 (M)	Includes standards for project management, systems engineering and associated forms and templates from SOM SUITE processes.	YES		2			
1.103 (R)	VMS software system shall be compatible with as many SOM standard Technical Environment products as possible.	YES		2			Microsoft based product, all sequel database, utilizing active directories and integration via software development kit.
1.104	SOFTWARE, SERVICES AND DELIVERABLES TO BE PROVIDED						
(R)	For the purpose of preparing proposals, providers should consider that the systems will be installed and in operation in a phased approach as defined in the Appendix 05 – Site Priority Listing.	YES		2			
A.	Business Requirements						
1.104 A (R)	The State of Michigan wishes to be able to provide a comprehensive and standards based video security recording and management solution to all its site entities and partners.	YES	1				
1.104 A (R)	As part of this contract the contractor shall install a demo system on the DTMB servers to record and manage at least ten (10) different models of cameras and include all licensing and software installation for the test.	YES		2			
B	Hardware						



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 B (R)	The provider needs to identify how many Network Video Recorder (NVR) servers or appliance devices are needed at each site and provide the VMS manufacturer's recommended configuration of these servers or devices. This information should be included in the site specification documentation for each site. The servers / devices will be sourced through the State of Michigan's hardware contract with DTMB overview.	YES	1				
1.104 B (R)	Contractors must provide a detailed description of the hardware requirements for the VMS software proposed.	YES	1				
C.	Software						
1.104 C	The provider shall provide the latest version of VMS software and shall provide all VMS updates and patches for the life of the contract. Patches and updates shall be installed in a timely manner in coordination with the site owners or partners.	YES	1				
E	System Development						
1.104 E1 (R)	The contractor shall provide a software VMS solution that is applicable to small, medium and large entities throughout the State of Michigan.	YES	1				
1.104 E2 (R)	The software delivered shall be equipped for easy implementation and training of the administrators and users.	YES	1				
1.104 E5 (R)	The following baseline process shall be followed for software installation at all sites. This shall include but not be limited to: Refer to steps A-K	YES		2			
1.104 E6 (R)	Configuration of the system shall include but not be limited to the following. Refer to steps A-O	YES		2			
F.	Implementation						
1.104 A3 (R)	The provider will specify the type and quantity of servers / NVR devices required for the VMS system based on the license level, quantity of cameras and resolution of the cameras.	YES		2			
1.104 A4 (R)	The site specifications will be finalized, to include server / device requirements and be sent to the owner / partner who will work through the State of Michigan DTMB hardware purchase process to have the servers / devices delivered to the owners / partner's site if required.	YES		2			



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 A5 (R)	The integrator that is chosen for each site will install and configure the server / device software as defined in the design specification the owner at each site approved. The provider shall deliver the licenses to the integrator and shall work with the integrator to collect information on the partner and the camera system that is installed.	YES		2			
1.104 B1 (R)	As each system is installed by an integrator the provider shall work with the integrator and site or owner / partner to administer the licenses and software.	YES		2			
1.104 B2 (R)	The integrator shall install and configure all software at each site and the provider shall work with the integrator or directly with the owner to provide the software and licenses. The provider is not required to do any installation or configuration.	YES		2			
1.104 B3 (R)	The provider shall be available for each installation to assist with technical assistance. This does not include on-site assistance.	YES	1				
G.	Training						
1.104 G1 (R)	The contractor shall provide a certified training class that is open to twenty (20) people.	YES		2			
1.104 G2 (R)	2. Training class shall be held every six (6) months for the duration of the contract. There shall be a minimum of nine (9) training classes during the life of the contract.	YES		2			
1.104 G3 (R)	Training classes shall be in Lansing, Michigan or the immediate surrounding area of sites.	YES		2			
1.104 G4 (R)	The training shall include the use of a complete operating VMS system and shall allow the attendees to work on a system at the same time while training.	YES		2			
1.104 G5 (R)	Training shall include all configuration features of the VMS software to include loading maps and adding new cameras.	YES		2			
1.104 G6 (R)	Training manuals should be available to Admins and users on site via a website or hardcopy.	YES	1				
1.104 G7 (R)	When the person leaves the training they shall be certified in the use and configuration of the VMS software application to include loading maps and adding new cameras to the VMS system.	YES		2			



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 G8 (R)	The state would like the option to purchase additional training sessions at a later date if needed. Please include optional training class costs in the pricing sheets for one (1) class of twenty (20) people for future consideration. Cost would be paid directly from the entity requiring the extra classes.	YES		2			
H. Documentation							
1.104 H (R)	All documents required to support the contract shall require a baseline template that is mutually agreed upon at the beginning of the contract.	YES		2			
1.104 H (R)	The document templates shall include titles, headings and subheadings for each requirement defined in the RFP so receiver and or approver can link back to the RFP requirement.	YES		2			
1.104 H1 (R)	A minimum of two (2) copies of the following documentation in an electronic format, online and in hard copy will be provided: a. User and Technical Administration Manuals b. System Operations Manual c. All updates of documentation during the term of the Contract, software license and maintenance agreement	YES		2			
1.104 H2 (R)	The following documentation is provided for all site VMS systems and system development: a. System-wide documentation and specifications for each site b. Project plan document for each site deployment c. Baseline End-User training manuals to be used as a basis for "User Manuals" and online help d. Technical System Administrator training manuals to include system restore and configuration settings e. Configuration documents sufficient for configuration maintenance purposes f. Testing and system validation plan and any scripts used g. Owner approved system Specification documentation h. Issue Log j. System standard reports	YES		2			



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 H3 (R)	The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.	YES		2			
1.104 H4 (R)	All system, operational, user, change, and issue documentation must be available in electronic format to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.	YES		2			
1.104 H5 (R)	All system, operations, user, change and issue documentation is to be organized in a format, which is approved by the State and facilitates updating and allows for revisions to the documentation to be clearly identified including the three (3) previous versions..	YES		2			
1.104 H6 (R)	The Contractor must develop and submit for State approval complete, accurate, and timely System Specification, Project Plan, Project Schedule, Operations, and User documentation.	YES		2			
1.104 H7 (R)	The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.	YES		2			
1.104 (R)	Report of license, site owners, and purchase information from database defined in 1.104 Software, Services and Deliverables to be Provided J. Maintenance and Support 1. as requested	YES		2			
I.	Operation Support Services						
1.104 IA1 (R)	During the initial installation and during the entire life of the software maintenance contract the provider shall be available for assistance to the integrators and the end users for system troubleshooting and assistance with applying software updates.	YES	1				Genetec Technical Portal
1.104 IA2 (R)	When VMS software is updated the provider shall send out an email to the integrators and the partners or entities and make them aware of the software update. VMS software updates and patches should be applied in a timely manner and coordinated with the sites.	YES	1				Genetec Technical Portal



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 IA3 (R)	The provider shall provide to each integrator or end user a telephone number available to contact a live person to assist the integrator or partner with any system questions regarding software.	YES		2			Motorola Solutions Systems Support Center / Genetec Support Help Desk
1.104 IA4 (R)	The provider shall guarantee a person answers the phone or that the integrator or end user will receive a return phone call within two (2) business hours.	YES		2			
1.104 IA4 (R)	The provider shall be available to sell additional licenses to integrators or partners as required when an entity installs additional cameras.	YES		2			
J.	Maintenance and Support						
1.104 J1 (R)	Contractor will keep a complete database of all licenses distributed and the entity/site or partner that purchased the licenses. a. All software maintenance agreements shall be in force until the end of the five (5) year contract. b. Keep a database of the contact person who is in charge of the security cameras system at each entity or partner where the software is deployed. c. Keep a database of the integrator who installed the system and configured the VMS Software at each entity/site or partner. d. Report of database information as requested on sites and licenses	YES		2			Motorola Solutions will manage and maintain a database of installations and associated information required by the state.
1.104 J2 (R)	Provide on-going technical services a. The provider shall provide technical services to the integrators that install the software, the State of Michigan Department of Technology, Management & Budget (DTMB), and the Department of Corrections (DOC) for the duration of the contract. b. This shall include a live person who answers the phone for questions regarding the VMS Software. c. The provider shall create a trouble ticket solution that can be used by integrators for questions they have about the software and any specific installations. d. Anytime that an integrator, representative from the DTMB, or DOC calls the provider they shall be greeted by a live technical person or shall receive a return call or email from the provider within two (2) hours.	YES		2			Motorola Solutions Systems Support Center / Genetec Support Help Desk
L.	Other Services						



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.104 LA (R)	Project Support Services The chosen contractor shall provide a Project Support Plan that details how they plan on supporting the State of Michigan and the state sites and partners in the implementation and use of the VMS software.	YES		2			Motorola Solutions will work with the DTMB to define a project plan that is customized to meet the implementation and support requirements.
1.104 LA1 (R)	Detail the technical support infrastructure you will provide. This shall include details on: a. Times of live-person answering phone calls b. Guaranteed response times to DTMB and certified integrators c. Record keeping/database services to keep track of all systems and software purchased and supported through this contract. d. Development Services for new features in the VMS application e. Provide detail on how the provider will respond to requests for assistance by an integrator in case of a system outage at a site or partner.	YES		2			24 x 7 live person answering by contacting the Motorola Solutions System Support Center (SSC) used to support worldwide Motorola Solutions operations. This is based out of Schaumburg, IL. Motorola is committing to a 2 hour response time for all Genetec VMS related issues. Motorola has local integration partners in case of a physical call-out.
1.104 LB (R)	Provide detailed guidelines, system specifications and/or design documents to the DTMB project manager, site owners, partners and integrators. These guidelines shall detail: 1. How the site or partner will purchase the initial camera licenses. 2. How the integrator will obtain base camera software and all camera licenses. 3. How all software updates are applied by the site, partner or integrator. 4. What the requirements are for the servers and data network to support the recording of the cameras and viewing of live and recorded images at their site. 5. Detail how the provider will conduct training for the system administrators and end users, to include the duration of the training sessions	YES		2			Motorola Solutions will administer, manage and maintain all licensing requirements included but not limited to purchase, distribution, tracking, renewals, updates and any hardware requirements. 9 Training sessions will be provided 1 every 6 months from contract signing. This activity will occur at the Lansing Customer Facility. It is envisioned to provide 2 days of end user training and 2 days of technical training. The training will be delivered by a Motorola Solutions Technical Trainer with the proper Genetec Certification. The Training logistics will be communicated and coordinated by the project manager.
1.200	Roles and Responsibilities						
1.201 A (R)	The competence of the personnel the Bidder proposes for this project will be measured by the candidate's education, certifications in Video Security Systems and experience with particular reference to experience on similar projects as described in this Statement of Work. The Bidder will commit that staff identified in its proposal will actually perform the assigned work.	YES		2			Motorola Solutions recently upgraded 18 Chicago Public School Buildings with very similar design to DTMB with a backend integration to Chicago OEMC.



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.201 A (R)	The State has identified the following as key personnel positions for this project: <i>Project Manager</i> <i>Design System Architect Technical Lead</i>	YES		2			Bill Kaspari Project Manager Michael Bernhardt Video Architect Ian Perschke Genetec IT Support
1.201 A (R)	The Contractor will provide a Project Manager, PMP certified to interact with the designated personnel from the State to insure a smooth transition to the new system.	YES		2			Robb Phillips Program Director
1.201 A (R)	The Contractor's project manager/technical lead responsibilities include, at a minimum: <ul style="list-style-type: none"> •Manage all defined Contractor responsibilities in this Scope of Services. •Manage Contractor's subcontractors, if any •Develop the project plan and schedule, and update as needed •Serve as the point person for all project issues •Coordinate and oversee the day-to-day project activities of the project team •Assess and report project feedback and status •Escalate project issues, project risks, and other concerns •Review all project deliverables and provide feedback •Proactively propose/suggest options and alternatives for consideration •Utilize change control procedures •Prepare project documents and materials •Manage and report on the project's budget 	YES		2			
1.201 A (R)	The Contractor shall provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.	YES		2			Motorola Solutions has overflow staffing and installation partners to manage peak demands
1.201 C (M)	Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.	YES		2			Entire Team has passed Chicago PD background checks
1.201 C (M)	In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.	YES		2			
1.300	Project Plan						
1.301	Preliminary Project Plan						



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.301 A (M)	Contractor will provide a Preliminary Project Plan with the proposal for evaluation purposes, including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State.	YES		2			
1.301 A 1 (R)	The Preliminary Project Plan shall include a MS Project plan or equivalent (check the SUITE/PMM standard): a. A description of the deliverables to be provided under this contract. b. Target dates and critical paths for the deliverables. c. Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix. d. The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Preliminary Project Plan. e. Internal milestones f. Task durations	YES		2			
1.301 A 2 (R)	The Preliminary Project Plan shall include the following deliverable/milestones for which payment shall be made. a. Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed. b. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 2.	YES		2			
1.301 B (M)	Upon fourteen (14) calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.	YES		2			



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.301 C (M)	The State will require the Contractor to attend Bi-weekly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing Michigan, or by teleconference, as mutually agreed by the State and the Contractor.	YES		2			
1.301 D 1 (M)	The Contractor will carry out this project under the direction and control of DTMB, Office of Infrastructure Protection.	YES		2			
1.301 D 2 (M)	<p>Within ten (10) working days of the execution of the Contract, the Contractor will submit to the State project manager(s) for final approval of the project plan. This project plan must be in agreement with Article 1 and must include the following:</p> <ul style="list-style-type: none"> • <i>The Contractor's project organizational structure.</i> • The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State. <p><i>The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.</i></p> <p>The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.</p>	YES		2			



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.301 D 3 (M)	<p>The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at http://www.michigan.gov/suite</p> <p>a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:</p> <ul style="list-style-type: none"> • Staffing tables with names of personnel assigned to Contract tasks. • Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next thirty (30) calendar days, updated semi-monthly). • Updates must include actual time spent on each task and a revised estimate to complete. • Graphs showing critical events, dependencies and decision points during the course of the Contract. <p>b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.</p>	YES		2			
1.302	Reports						
1.302 (R)	Reporting formats must be submitted to the State's Project Manager for approval within ten (10) business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the reports, it shall become the standard to follow for the duration of the contract.	YES		2			



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.302 1 (R)	1. The contractor shall provide quarterly reports on all the software and camera licenses that have been purchased in the preceding three (3) months. The report shall include: a. Who has purchased licenses and the contact person for the licenses b. Integrator who installed the software. c. Current list of all licenses at State entities d. List of servers where those licenses are located. e. Also include: i. Summary of activity during the report period ii. Action Item status iii. Issues iv. Change Control v. Repair status vi. Maintenance Activity	YES		2			
1.302 2 (R)	2. During the initial installation of software the contractor shall provide reports every two weeks to the project manager. a. The reports shall include information on what work has been done the previous two weeks and what will be done the next two weeks. b. Include the project current status and any risk items that may impact the schedule. c. Also include: i. Updated project plan ii. Deliverable status iii. Schedule status iv. Issue log	YES		2			
1.302 3 (R)	Web Site web link for updated deliverable documents	YES		2			
1.302 4 (R)	Site Specification document template	YES		2			
1.302 5 (R)	Administrator and User Manual templates	YES		2			
1.302 6 (R)	Project Plan templates for site work	YES		2			
1.302 7 (R)	Design template	YES		2			
1.400	Project Management						
1.401	Issue Management						



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.401 (M)	The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates.	YES		2			
1.401 (M)	The issue log must be updated and must contain the following minimum elements: <ul style="list-style-type: none"> • Description of issue • Issue identification date • Responsibility for resolving issue. • Priority for issue resolution (to be mutually agreed upon by the State and the Contractor) • Resources assigned responsibility for resolution • Resolution date • Resolution description 	YES		2			
1.402	Risk Management						
1.402 (M)	The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.	YES		2			
1.402 (M)	A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract resulting from the upcoming RFP.	YES		2			
1.402 (M)	The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology.	YES		2			
1.402 (R)	The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.	YES		2			
1.402 (R)	The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor.	YES		2			
1.403	Change Management						
1.403 (M)	The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the State while the migration is underway.	YES		2			



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.403 (M)	The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.	YES		2			
1.500	Acceptance						
1.501	Criteria and Testing	YES		2			
1.501 1 (M)	After all work is completed, and prior to requesting the Acceptance test, the contractor shall conduct a final inspection, and pre-test all equipment and system features. The contractor shall correct any deficiencies discovered as the result of the inspection and pre-test.	YES		2			
1.501 2 (M)	Contractor shall submit a request for the Acceptance test in writing to the owner no less than fourteen (14) days prior to the requested test date. The request for Acceptance test shall be accompanied by a certification from Contractor that all work is complete and has been pre-tested, and that all corrections have been made.	YES		2			
1.501 3 (M)	During Acceptance testing, the Contractor shall demonstrate all equipment and system features to the owner. All features defined in the approved system specification document shall be reviewed with the owner. The contractor shall remove covers, open wiring connections, operate equipment, and perform other reasonable work as requested by the owner, to validate all VMS system settings.	YES		2			



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.501 4 (M)	<p>If the contractor has submitted all necessary paperwork and the system is working as desired by the owner and contract engineer then the system can be considered Substantially Complete after the engineer sign off on the test validation plan.</p> <p>1. The video management system shall be considered substantially complete only if:</p> <p>a. All cameras are connected and functional.</p> <p>b. The system is fully configured and recording images as required in specification documents.</p> <p>c. User accounts are setup</p> <p>d. As-built drawings have been updated to reflect any changes in the connectivity.</p> <p>e. All manufacturer literature has been turned over to the Owner.</p> <p>f. Maps are setup and populated in the system.</p> <p>g. All documents have been posted & delivered to DTMB and the site owner</p> <p>h. Training has been completed.</p>	YES		2			
1.501 2 (M)	<p>The contractor shall schedule a substantial completion meeting where all security systems shall be demonstrated and shown to be in working order and configured as per the site specifications and the owner's requirements.</p> <p>i. If the system is deemed to be in working order then the integrator technical engineer shall sign a letter stating that the systems are Substantially Complete. The system is not Substantially Complete until a letter is provided to the contractor and the DTMB Project Manager.</p>	YES		2			
1.502	Final Acceptance						



	General Solution Requirements	Yes	Method of Compliance			No	Comments
			1	2	3		
1.502 1 (M)	After substantial completion the systems shall be in good working order for a period of ninety (90) days. A. In the event that the system or systems should fail or not work as required during the ninety (90)-day period, the Contractor shall be on site the same day to fix and configure the system to make it work as designed. B. A new ninety (90)-day period will begin as soon as the system has been demonstrated to be in good working order and the engineer acknowledges in writing that the system has been fixed and is again considered substantially complete.	YES		2			
1.502 2 (M)	Once the system has been considered Substantially Complete and has been working for ninety (90) consecutive days with no interruption in service, the system shall be thought of as "Finally Complete." This is when owner acceptance needs to take place and be recorded as Final Acceptance.	YES		2			
1.502 3 (M)	Warranty shall begin immediately after the system is deemed Finally Complete.	YES		2			
1.502 (M)	Final acceptance is expressly conditioned upon completion of all deliverables, completion of all tasks in the project plan as approved, completion of all applicable inspection and/or testing procedures, delivery of services, and the certification by the State that the Contractor has met the defined requirements. Final acceptance of any component or enhancement will be formally executed in writing by the State of Michigan and the Contractor after all issues identified during Acceptance Testing have been resolved, tested and accepted.	YES		2			



Site Schedule	Location
Schedule / 2013	
1 DTMB Demo	Lansing, MI
2 Cooper Street Correctional-	Jackson, MI
3 Carson City Correctional-	Carson City, MI
4 Alger Correctional- Impact the Northern Region,	Munising, MI
5 Baraga Correctional-	Baraga, MI
6 Richard A. Handlon Correctional-	Ionia, MI
7 Ionia Correctional-	Ionia, MI
8 Kinross Correctional	Kincheloe, MI
9 St. Louis Correctional	St. Lewis, MI
Schedule / 2014	
10 Chippewa Correctional	Kincheloe, MI
11 Newberry Correctional	Newberry, MI
12 Oaks Correctional	Eastlake, MI
13 Pugsley Correctional	Kingsley, MI
14 Bellamy Creek Correctional	Ionia, MI
15 Gus Harrison Correctional	Adrian, MI
16 Lakeland Correctional	Coldwater, MI
17 Macomb Correctional	New Haven, MI
Schedule / 2015	
18 G. Robert Cotton Correctional	Jackson, MI
19 Parnall Correctional	Jackson, MI
20 Egeler Correctional	Jackson, MI
21 Woodland Correctional	Whitmore Lake, MI
22 Saginaw Correctional	Freeland, MI
23 Central Michigan Correctional	St. Louis, MI
24 Thumb Correctional	Lapeer, MI
25 Ernest C. Brooks Correctional	Muskegon Heights, MI
Schedule / 2016	
26 West Shoreline Correctional	Muskegon Heights, MI
27 Special Alternative Incarceration	Chelsea, MI
28 Tuscola Offender Re-Entry	Caro, MI
29 Ojibway Correctional	Marenisco, MI
30 Marquette Correctional	Marquette, MI
31 Michigan Reformatory	Ionia, MI



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