

Form No. DMB 234A (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with Contract
 terms and conditions and this notice, may be considered
 in default of Contract

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

February 23, 1998

**CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B8000115
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Guardian Alarm 20800 Southfield Southfield, MI 48075	TELEPHONE Joe Gorelski (248) 423-1000
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-4805 Larry Klayman
NIGP #990-05 <p style="text-align: center;">Alarm Services - FIA - Highland Park</p>	
CONTRACT PERIOD: 10 Years From: November 1, 1997 To: October 31, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CHANGE(S): Add equipment per the attached.

One-time installation fee: \$ 8,755.00

Revised Total Contract Value: \$45,275.00 (\$36,520.00 + \$8,755.00)

AUTHORITY/REASON: Per Dan Shuler-FIA 1/28/98 letter following Highland Park Fire Marshall inspection and Guardian Alarm quote dated 1/9/98.

STATE OF MICHIGAN
FAMILY INDEPENDENCE AGENCY

MEMORANDUM

To: Larry Klayman, DMB - Purchasing

Date: January 28, 1998

From: Dan Shuler, Buyer
Michigan Family Independence Agency
517-335-6300

Subject: Security Alarm Contract # 071B8000115

Effective 2/1/98 please issue a advice of change to the above referenced contract. The changes to this contract result from a inspection by the Highland Park Fire Marshall. The following components shall be added to the contract:

- 1 annunciator panel
- 1 keypad
- 5 door contacts (2-door, 2-overhead doors, 1-roof hatch)
- 1 motion detector
- 1 glass break detector
- 3 smoke detector
- 30 heat detectors
- 12 duct detectors
- 5 strobe light
- 4 horn strobe
- 2 gate valves
- 1 waterflow device
- all labor and hardware

There is no increase to the monthly lease/monitoring cost.
One time installation cost of above: \$8,755.00

Revised total vaule of contract: \$45,275 00 (\$36,520.00. + \$8,755.00)

Included with this request is a quotation from vendor

Thank you for your assistance with this request.



GUARDIAN ALARM

8000115

20800 Southfield Road • Southfield, Michigan 48075 • (248) 423-1000 • FAX# (248) 423-3009

January 9, 1998

Michigan Family Independence Agency
ATTN: Mr. Jim Boos
13233 Hamilton
Highland Park, MI 48203

Dear Mr. Boos,

Listed below is the additional fire alarm equipment that was added per the request of the Highland Park Fire Marshal. This additional equipment was needed to pass a city inspection. Also listed below is the additional burglar alarm equipment that was left off the original specs found by our Guardian Alarm technician and yourself.

Additional Burglar & Fire Alarm Equipment

- 1 Annunciator Panel
- 1 Keypad
- 4 Door Contacts (2-Doors, 2-Overhead Doors, 1-Roof Hatch)
- 1 Motion Detector
- 1 Glass Break Detector
- 3 Smoke Detectors
- 30 Heat Detectors
- 12 Duct Detectors
- 5 Strobe Lights
- 4 Horn Strobes
- 2 Gate Valves
- 1 Waterflow Device
- ♦ All Labor & Hardware

Installation \$ 8,755.00

24 Hour Maintenance Included

The Midwest's Largest Security Organization

ALARMS • GUARDS • SINCE 1930

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

December 3, 1997

**NOTICE
 OF
 CONTRACT NO. 071B8000115
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR <p style="text-align: center;">Guardian Alarm 20800 Southfield Southfield, MI 48075</p>	TELEPHONE Joe Gorelski (248) 423-1000 VENDOR NUMBER/MAIL CODE <p style="text-align: center;">(001)</p> BUYER (517) 335-4805 Larry Klayman
NIGP #990-05 <p style="text-align: center;">Alarm Services - FIA - Highland Park</p>	
CONTRACT PERIOD: 10 Years From: November 1, 1997 To: October 31, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of REQ #431R8000010, this Contract Agreement and the vendor's quote dated 9/16/97. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Total Contract Value: \$ 36,520.00

CONTRACT #071B8000115

LEASE/PURCHASE AND MAINTENANCE/MONITORING AGREEMENT

INTRUSION AND FIRE ALARM SYSTEM

13233 HAMILTON

HIGHLAND PARK MI 48203

Per the attached proposal, a 10-year lease/purchase with Guardian Alarm to install, maintain and monitor an alarm system. Billing cycle to be from October 1 through September 30. State to own system upon completion of lease. Maintenance includes 24 hours parts and labor. Guard response includes 2 trips per month with \$48.00 charge for additional trips. Fire permits are not included.

Installation charge: \$7,000.00

Maintenance/Monitoring: $\$246.00/\text{month} \times 12 \text{ months} = \$2,952.00 \times 10 \text{ years} = \$29,520.00$

Total Contract Cost: \$36,520.00

Guardian Alarm

September 16, 1997

Family Independence Agency
ATTN: Mr. Dan Shuler
13233 Hamilton
Highland Park, MI, 48203

RE: SECURITY SYSTEM FOR YOUR FACILITY

Dear Mr. Shuler,

Thank you for the opportunity to submit the Guardian Alarm Security Proposal. It contains information proprietary to Guardian Alarm and is for Family Independence Agency's sole and exclusive use.

Recommendations contained within were specifically designed to meet the general requirements set down by Mr. Shuler.

Guardian Alarm is the largest security company in the State of Michigan. We have been the innovator for over sixty years. We became #1 by continually being at the forefront of security innovation by keeping in mind the security needs of our customers and servicing what we install.

The nerve center to Guardian Alarm is our AA UL Computerized Central Station with supplemental approvals by ISO & F.M. This means greater efficiency in signal handling, data retrieval and event recording, by increasing speed and accuracy. This can mean the difference between life and death, catching in time a potentially disastrous fire, catching in time someone attempting to burglarize your premises, or unnecessary water damage. Only the computerized AA UL Approved Central Station can provide these critical seconds to Family Independence Agency by:

- * Automatically establishing priorities.
- * Retrieves information automatically.
- * Procedures automatically displayed on a CRT.
- * Automatically recording signals (this means no human interpretation or manual handling of an alarm signal).

09/17/1997 13.8 10.04.0000

WE PROPOSE THE FOLLOWING SERVICES TO FAMILY INDEPENDENCE AGENCY:

DIGITAL TRANSMISSION SYSTEM

A properly designed and applied Digital Transmission System which uses the Direct Dial Telephone Network as the communication medium can overcome technical, economic, and geographic obstacles. The digital transmission system does not provide line security.

GUARDIAN'S EXCLUSIVE SUPREME SERIES

We recommend the installation of a user friendly system with ease of operation and understanding for the professional or casual user. We offer many features not available with other systems.

- ◆ An english language command center provides instant understanding of system status and functions as it guides the user through its operations.
- ◆ 125 Programmable user codes.
- ◆ 7 Access security levels.
- ◆ 8 Subsystems are available as an option.
- ◆ System expansion - The ability to expand for burglary, fully approved commercial fire detection, hold-up, ambush, sprinkler supervision, process control and other critical monitoring is all available with the supreme panel.
- ◆ Approval for use of authorized from UL and various fire rating bureaus.
- ◆ Special watchdog circuitry insures integrity of the micro processor.
- ◆ 24 Hour continuous stand-by battery monitoring.
- ◆ Up to 16 keypads can be used.

WE PROPOSE THE FOLLOWING PROTECTION TO FAMILY INDEPENDENCE AGENCY:

13233 Hamilton

- 1 Fire Control Panel - Fire Lite MS-5210UD
- 1 Burglar Control Panel - FBI 2000B
- 1 Mux Board - FBI Mux
- 6 8-Point Modules - FBI 8-Point
- 3 LCD Keypads - FBI SK-4LC
- 9 Door Contacts - ADI Recons
- 39 Glass Break Detectors - Caddi 2000
- 7 Motion Detectors - DS-775
- 14 Smoke Detectors - System Sensors 2100
- 46 Heat Detectors - System Sensors AI281A .
- 11 Horn Strobes - System Sensors P1215
- 5 Strobes - System Sensors S121S
- 5 Pull Stations - Faraday 10507
- 1 Airlink Radio Back up - Ademco Airlink-4
- ♦ Keyvault Service
- ♦ Guard Response B
- ♦ Opening & Closing Signals
- ♦ Weekly Activity Reports
- ♦ Semi-Annual Inspections
- ♦ 24 Hour Test Signal
- ♦ All Cable, Labor & Hardware

Option #1 - Lease
Installation \$ 7,000.00

Monthly Monitoring with
Maintenance \$ 246.00

Option #2 - Outright Purchase
Installation \$ 16,100.00

Monthly Monitoring with
Maintenance \$ 131.00

Note: Maintenance includes 24 hour parts and labor. Guard Response includes 2 trips per month, any additional trips will be \$48.00 per trip. If Michigan Family Independence Agency decides on lease option, they will own all equipment after Balance of Contract (10 year term). Fire permits fees are not included.

*total Ten year Cost =
(Lease/Purchase) \$ 36,520.00*

- ◆ All work will be performed in a professional manner, by courteous installation professionals.
- ◆ When the installation is complete, a walk through and testing of our system will be conducted by you and your representative or appropriate Guardian Alarm personnel.

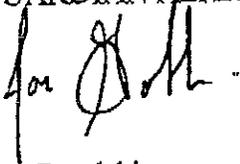
Guardian Alarm is a technologically sophisticated Alarm Service Company. We will provide you with a quality installation, with quality equipment and back it up with quality service. Guardian Alarm is people. We have more people per customer totally committed to maintaining our position of quality and service than any other Alarm Company. In short, we have the people and the technology.

This proposal represents Guardian Alarm Company's commitment to Family Independence Agency. We will welcome the opportunity to add any of our services to meet your security needs.

If you have any questions, please feel free to contact me directly at (248) 423-1000. We look forward to adding Family Independence Agency to our list of satisfied customers.

Sincerely,

GUARDIAN ALARM COMPANY



Joe Gorelski
Commercial Security Representative

JG/ngs

SERVICES

TERMS AND CONDITIONS

CONTRACT NO. 071B8000115

GENERAL

Quotations are requested for the commodities or services specified hereunder to be furnished during the period as noted on "Invitation to Bid" form. Exact quantities to be purchased are unknown except that should a contract result from the inquiry, the successful bidder will be required to furnish all such materials 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. Orders for delivery will be issued directly to the Contractor by various State departments on the Departmental Purchase Order/Contract Release Form and by the Purchasing Division on the Purchase Order Form. Orders may also be issued by local units of government. Bids are due and will be publicly opened and read at time as noted on the Invitation to Bid Form.

SPECIFICATIONS

Definite Specifications - All commodities and services to be furnished hereunder shall conform to the specifications as noted in the "Invitation to Bid" and/or copies of specifications attached.

F.O.B. POINT

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid to any location in the State of Michigan.

PRICE

Prices quoted shall be the maximum to be charged during the contract period; the State shall receive the benefit of any decrease in price that may occur.

The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

INDEMNIFICATION

1. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this contract.
- (b) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the contract;
- (c) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this contract;
- (d) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
- (e) any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements 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 such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the

Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment,

software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such 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.

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the contract shall 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 benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, 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 subclause.

TAXES

The State of Michigan is exempt from Federal Excise Tax, State or Local Sales Tax. Bid prices shall not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the contract (Purchase Order), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the contract (Purchase Order).

BEFORE STARTING WORK THE CONTRACTOR MUST FURNISH TO THE OFFICE OF PURCHASING, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice bearing the [Contract No.](#) or [Purchase Order No.](#) has been given to the Director of Purchasing.

CANCELLATION

- (a) The State may cancel the contract for default of the Contractor. Default is defined as the failure of the Contractor to fulfill the obligations of the quotation or contract. In case of default by the Contractor, the State may immediately and/or upon 30 days prior written notice to the Contractor cancel the contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees, and procure the services from other sources, and hold the Contractor responsible for any excess costs occasioned thereby.
- (b) The State may cancel the contract in the event the State no longer needs the services or products specified in the contract, or in the event program changes, changes in laws, rules or regulations, relocation of offices occur, or the State determines that statewide implementation of the contract is not feasible, or if prices for additional services requested by the State are not acceptable to the State. The State may cancel the contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation.
- (c) The State may cancel the contract for lack of funding. The Contractor acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to appropriation of funds for this project. If funds to enable the State to effect continued payment under this contract are not appropriated or otherwise made available, the State shall have the right to terminate this contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The State shall give the Contractor written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation.
- (d) The State may immediately cancel the contract without further liability to the State its departments, divisions, agencies, sections, commissions, officers, agents and employees if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery,

falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the Contractor's business integrity.

(e) The State may immediately cancel the contract in whole or in part by giving notice of termination to the Contractor if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 4-6.

(f) The State may, with 30 days written notice to the Contractor, cancel the contract in the event prices proposed for contract modification/extension are unacceptable to the State.

MODIFICATION OF SERVICE

The Director of Purchasing reserves the right to modify this service during the course of this contract. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

ASSIGNMENT

The Contractor shall not have the right to assign this contract or to assign or delegate any of its duties or obligations under this contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the contract without the prior written consent of the State Purchasing Director.

DELEGATION

The Contractor shall not delegate any duties or obligations under this contract to a subcontractor other than a subcontractor named in the bid unless the State Purchasing Director has given written consent to the delegation.

DISCLOSURE

All information in a bidder's proposal and any contract resulting from this ITB is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

YEAR 2000 COMPLIANCE

The Contractor 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 year 2000 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 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.

NON-DISCRIMINATION CLAUSE

In the performance of any contract or purchase order resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The bidder further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq*, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the contract or purchase order.