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

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

April 18, 2013

CHANGE NOTICE NO. 13
To
CONTRACT NO. 071B7200248
Between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Laser Technology Inc.	Cheri Lucero	clucero@lasertech.com
6912 South Quentin Street	TELEPHONE	CONTRACTOR #, MAIL CODE
Centennial, CO 80112	(800) 280-6113 ext. 175	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MSP	Sgt. Ron Gromak	(517) 322-5598	gromakr@michigan.gov
BUYER:	DTMB	Sue Cieciwa	(517) 373-0301	cieciwas@michigan.gov

INITIAL CONTRACT SUMMARY:			
DESCRIPTION: Speed Measurement Devices, Lidar – Michigan State Police			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	May 1, 2007	April 30, 2010	Two One-Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	Delivered	30 Calendar Days ARO	Centennial, CO
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ YES ☐ NO
MINIMUM DELIVERY REQUIREMENTS:			
One (1) Unit			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: ☒ NO ☐ YES EXTENSION: ☐ NO ☒ YES	IF YES, NEW EXPIRATION DATE:	October 31, 2013

This Contract is hereby EXTENDED six months from May 1, 2013 to October 31, 2013.

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

Per agency request, vendor agreement by email dated February 28, 2013, DTMB-Procurement agreement, and State Administrative Board approval on April 16, 2013.

VALUE/COST OF CHANGE NOTICE:	$0.00
ESTIMATED AGGREGATE CONTRACT VALUE:	$928,200.00

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

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

October 30, 2012

CHANGE NOTICE NO. 12
To
CONTRACT NO. 071B7200248
Between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Laser Technology Inc.	Cheri Lucero	clucero@lasertech.com
6912 South Quentin Street	TELEPHONE	CONTRACTOR #, MAIL CODE
Centennial, CO 80112	(800) 280-6113 ext. 175	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MSP	Sgt. Ron Gromak	(517) 322-5598	gromakr@michigan.gov
BUYER:	DTMB	Sue Cieciwa	(517) 373-0301	cieciwas@michigan.gov

INITIAL CONTRACT SUMMARY:			
DESCRIPTION: Speed Measurement Devices, Lidar – Michigan State Police			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	May 1, 2007	April 30, 2010	Two One-Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	Delivered	30 Calendar Days ARO	Centennial, CO
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ YES ☐ NO
MINIMUM DELIVERY REQUIREMENTS:			
One (1) Unit			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: ☒ NO ☐ YES EXTENSION: ☐ NO ☒ YES	IF YES, NEW EXPIRATION DATE:	April 30, 2013

This Contract is hereby EXTENDED six months from November 1, 2012 to April 30, 2013 and the Contract value is INCREASED by $300,000.00.

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

Per agency request dated October 9, 2012, vendor agreement by email dated October 9, 2012, DTMB-Procurement agreement, and State Administrative Board approval on October 30, 2012.

VALUE/COST OF CHANGE NOTICE:	$300,000.00
ESTIMATED AGGREGATE CONTRACT VALUE:	$928,200.00

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

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

May 16, 2012

CHANGE NOTICE NO. 11
To
CONTRACT NO. 071B7200248
Between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Laser Technology Inc.	**Cheri Lucero**	**clucero@lasertech.com**
6912 South Quentin Street	TELEPHONE	CONTRACTOR #, MAIL CODE
Centennial, CO 80112	**(800) 280-6113 ext. 175**	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	**MSP**	**Sgt. Ron Gromak**	**(517) 322-5598**	**gromakr@michigan.gov**
BUYER:	**DTMB**	**Sue Cieciwa**	**(517) 373-0301**	**cieciwas@michigan.gov**

INITIAL CONTRACT SUMMARY:			
DESCRIPTION: **Speed Measurement Devices, Lidar – Michigan State Police**			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	**May 1, 2007**	**April 30, 2010**	**Two One-Year Options**
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	**Delivered**	**30 Calendar Days ARO**	**Centennial, CO**
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ YES ☐ NO
MINIMUM DELIVERY REQUIREMENTS:			
One (1) Unit			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: ☒ NO ☐ YES EXTENSION: ☒ NO ☐ YES	IF YES, NEW EXPIRATION DATE:	
Effective immediately, vendor address is hereby CHANGED as follows: **Laser Technology Inc.** **6912 South Quentin Street** **Centennial, CO 80112** **All other terms and conditions, specifications, and pricing remain unchanged.** **Per vendor request by email dated May 16, 2012.**		
VALUE/COST OF CHANGE NOTICE:	**$0.00**	
ESTIMATED AGGREGATE CONTRACT VALUE:	**$635,000.00**	

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

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

April 24, 2012

CHANGE NOTICE NO. 10
To
CONTRACT NO. 071B7200248
Between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Laser Technology Inc.	Cheri Lucero	clucero@lasertech.com
7070 South Tuscon Way	TELEPHONE	CONTRACTOR #, MAIL CODE
Centennial, CO 80112	(800) 280-6113 ext. 175	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MSP	Sgt. Ron Gromak	(517) 322-5598	gromakr@michigan.gov
BUYER:	DTMB	Sue Cieciwa	(517) 373-0301	cieciwas@michigan.gov

INITIAL CONTRACT SUMMARY:			
DESCRIPTION: Speed Measurement Devices, Lidar – Michigan State Police			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	May 1, 2007	April 30, 2010	Two One-Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	Delivered	30 Calendar Days ARO	Centennial, CO
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ YES ☐ NO
MINIMUM DELIVERY REQUIREMENTS:			
One (1) Unit			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: ☒ NO ☐ YES EXTENSION: ☐ NO ☐ YES	IF YES, NEW EXPIRATION DATE:	

The following items are hereby ADDED to this Contract:

#7006600 LTI 20/20 TruSpeed S $1,295
#7005600 LTI 20/20 TruSpeed (includes #3124664 Carrying Case and #7024780 Shoulder Stock) $1,695.00
#7004627 LTI 20/20 Ultralyte 100LR $2,995.00
#7004620 LTI 20/20 Ultralyte 200LR $3,495.00
#7004595 LTI 20/20 Ultralyte 100LR w/DBC $3,490.00
#7005700 LTI 20/20 TruCam $4,995.00
TruCam Options:
#3204702 Optional DBC/V (Distance Between Cars/Vehicles) $495.00
#3204703 Optional Dual Speed (Truck) Mode Feature $495.00

All other terms and conditions, specifications, and pricing remain unchanged.Per agency request dated April 23, 2012, vendor proposal dated February 6, 2012, and DTMB-Procurement approval.

VALUE/COST OF CHANGE NOTICE:	$0.00
ESTIMATED AGGREGATE CONTRACT VALUE:	$635,000.00

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

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

April 17, 2012

CHANGE NOTICE NO. 9

To

CONTRACT NO. 071B7200248

Between

THE STATE OF MICHIGAN

And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Laser Technology Inc. 7070 South Tuscon Way Centennial, CO 80112	Cheri Lucero TELEPHONE (800) 280-6113 ext. 175	clucero@lasertech.com CONTRACTOR #, MAIL CODE

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MSP	Sgt. Ron Gromak	(517) 322-5598	gromakr@michigan.gov
BUYER:	DTMB	Sue Cieciwa	(517) 373-0301	cieciwas@michigan.gov

INITIAL CONTRACT SUMMARY:			
DESCRIPTION: Speed Measurement Devices, Lidar – Michigan State Police			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	May 1, 2007	April 30, 2010	Two One-Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	Delivered	30 Calendar Days ARO	Centennial, CO
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ YES ☐ NO
MINIMUM DELIVERY REQUIREMENTS:			
One (1) Unit			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: ☒ NO ☐ YES EXTENSION: ☐ NO ☒ YES	IF YES, NEW EXPIRATION DATE:	October 31, 2012
This Contract is hereby EXTENDED six months from April 30, 2012 to October 31, 2012 and the Contract value is INCREASED by $125,000.00. All other terms, conditions, specifications and pricing remain unchanged. Per agency request dated March 8, 2012, DTMB-Procurement request dated March 15, 2012, vendor agreement by email dated March 16, 2012, and State Administrative Board approval on April 17, 2012.		
VALUE/COST OF CHANGE NOTICE:	$125,000.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	$635,000.00	

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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 29, 2011
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B7200248
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Laser Technology Inc.** **7070 South Tuscon Way** **Centennial, CO 80112** **Email: clucero@lasertech.com**	TELEPHONE: **Cheri Lucero** **(800) 280-6113 ext. 175** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Sgt. Darryl Allen (517) 336-6685 **Speed Measurement Devices, Lidar – Michigan State Police**	
CONTRACT PERIOD: From: **May 1, 2007**	To: **April 30, 2012**
TERMS **Net 30 Days**	SHIPMENT **30 Calendar Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Centennial, CO**
MINIMUM DELIVERY REQUIREMENTS **One (1) Unit**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH THE MIDEAL PROGRAM www.michigan.gov/mideal .

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby INCREASED by $100,000.00.

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

AUTHORITY/REASON:

Per agency request dated November 22, 2011 and DTMB, Procurement approval.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $510,000.00

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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **March 22, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B7200248
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Laser Technology Inc.** **7070 South Tuscon Way** **Centennial, CO 80112** **Email: clucero@lasertech.com**	TELEPHONE: Cheri Lucero **(800) 280-6113 ext. 175** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Sgt. Michelle Robinson **Speed Measurement Devices, Lidar – Michigan State Police**	
CONTRACT PERIOD: **From:** May 1, 2007	**To:** April 30, 2012
TERMS **Net 30 Days**	SHIPMENT **30 Calendar Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Centennial, CO**
MINIMUM DELIVERY REQUIREMENTS **One (1) Unit**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective March 22, 2011, the State of Michigan exercises the final option year on this Contract. The new Contract end date is April 30, 2012.

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

AUTHORITY/REASON:

Per agency request and vendor agreement letter dated March 4, 2011.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $410,000.00

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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 30, 2010
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B7200248
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Cheri Lucero **(800) 280-6113 ext. 175**
Laser Technology Inc. **7070 South Tuscon Way** **Centennial, CO 80112** **Email: clucero@lasertech.com**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Sgt. Darryl Allen (517) 336-6685 **Speed Measurement Devices, Lidar – Michigan State Police**	
CONTRACT PERIOD: **From:** May 1, 2007	**To:** April 30, 2011
TERMS **Net 30 Days**	SHIPMENT **30 Calendar Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Centennial, CO**
MINIMUM DELIVERY REQUIREMENTS **One (1) Unit**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, special promotional pricing is offered for the following item and is hereby ADDED to this Contract:

#7004790-LTI 20/20 UltraLyte LRB Unit Price $2,595.00
(no bundle option – excludes UltraLyte Battery Eliminator)

A revised item listing is attached.

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

AUTHORITY/REASON:

Per vendor proposal dated November 19, 2010 and agency agreement on November 29, 2010.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $410,000.00

SPEED MEASUREMENT DEVICES, HAND HELD LIDAR

Item No.	Michigan Comm. No.	Unit	Description	Unit Price
7.01	680-77-12	EA	Lidar (Laser) Speed Measurement Devices, Single-Piece, Hand Held, Stationary Mode Only, with Heads Up Display of Speed Through the Optic View Finder; Serial Communication Port Per attached specifications, to include: Coiled Power Cable approximately 12 Feet Long (Uncoiled); and Protective Weather Covering (if necessary) for outside use, and Certification Testing per attached Terms and Conditions. Make: UltraLyte Model: 100 LR B	$2,702.75
7.01	680-77-12	EA	Lidar (Laser) Speed Measurement Devices, Single-Piece, Hand Held, Stationary Mode Only, with Heads Up Display of Speed Through the Optic View Finder; Serial Communication Port Make: UltraLyte Model: 100 LR B Same specifications described above, except EXCLUDES UltraLyte Battery Eliminator. (No Bundle Option)	$2,595.00
7.02		EA	Alternate Power Source: to include Battery, Charger, Carrying Case, Shoulder Strap. Unit to be self contained with exception charger.	$70.00

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

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

September 30, 2010

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B7200248
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Cheri Lucero **(800) 280-6113 ext. 175**
Laser Technology Inc. **7070 South Tuscon Way** **Centennial, CO 80112** **Email: clucero@lasertech.com**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Sgt. Darryl Allen (517) 336-6685 **Speed Measurement Devices, Lidar – Michigan State Police**	
CONTRACT PERIOD: From: **May 1, 2007** To: **April 30, 2011**	
TERMS **Net 30 Days**	SHIPMENT **30 Calendar Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Centennial, CO**
MINIMUM DELIVERY REQUIREMENTS **One (1) Unit**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby INCREASED by $200,000.00.

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

AUTHORITY/REASON:

Per agency request dated August 25, 2010 and State Administrative Board approval on September 30, 2010.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $410,000.00

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

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

April 6, 2010

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B7200248
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Cheri Lucero **(800) 280-6113 ext. 175**
Laser Technology Inc. **7070 South Tuscon Way** **Centennial, CO 80112** **Email: clucero@lasertech.com**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Sgt. Darryl Allen (517) 336-6685 **Speed Measurement Devices, Lidar – Michigan State Police**	
CONTRACT PERIOD: From: **May 1, 2007**	To: **April 30, 2011**
TERMS **Net 30 Days**	SHIPMENT **30 Calendar Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Centennial, CO**
MINIMUM DELIVERY REQUIREMENTS **One (1) Unit**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED one year to April 30, 2011.

In addition, this Contract is INCREASED by $60,000.00.

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

AUTHORITY/REASON:

Per agency request dated January 28, 2010, vendor agreement by letter dated January 8, 2010, and State Administrative Board approval on April 6, 2010.

INCREASE AMOUNT: $60,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $210,000.00

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

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

August 25, 2009

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B7200248
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Cheri Lucero **(800) 280-6113 ext. 175**
Laser Technology Inc. **7070 South Tuscon Way** **Centennial, CO 80112** **Email: clucero@lasertech.com**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Sgt. Darryl Allen (517) 336-6685 **Speed Measurement Devices, Lidar – Michigan State Police**	
CONTRACT PERIOD: From: **May 1, 2007**	To: **April 30, 2010**
TERMS **Net 30 Days**	SHIPMENT **30 Calendar Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Centennial, CO**
MINIMUM DELIVERY REQUIREMENTS **One (1) Unit**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, a 5% price reduction will apply to the following item:

	Current Unit Price	New Unit Price
UltraLyte Model 100 LR B **(includes UltraLyte Battery Eliminator)**	**$2,845.00**	**$2,702.75**

A revised item listing is attached.

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

AUTHORITY/REASON:

Per State of Michigan request by letter dated August 5, 2009, vendor proposal dated August 11, 2009 and agency acceptance.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $150,000.00

ITEM LISTING

SPEED MEASUREMENT DEVICES, HAND HELD LIDAR

Item No.	Michigan Comm. No.	Unit	Description	Unit Price
7.01	680-77-12	EA	Lidar (Laser) Speed Measurement Devices, Single-Piece, Hand Held, Stationary Mode Only, with Heads Up Display of Speed Through the Optic View Finder; Serial Communication Port Per attached specifications, to include: Coiled Power Cable approximately 12 Feet Long (Uncoiled); and Protective Weather Covering (if necessary) for outside use, and Certification Testing per attached Terms and Conditions. Make: UltraLyte Model: 100 LR B	$2,702.75
7.02		EA	Alternate Power Source: to include Battery, Charger, Carrying Case, Shoulder Strap. Unit to be self contained with exception charger.	$70.00

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

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

July 31, 2009

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B7200248
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Cheri Lucero **(800) 280-6113 ext. 175**
Laser Technology Inc. **7070 South Tuscon Way** **Centennial, CO 80112** **Email: clucero@lasertech.com**	**VENDOR NUMBER/MAIL CODE** BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Sgt. Darryl Allen (517) 336-6685 **Speed Measurement Devices, Lidar – Michigan State Police**	
CONTRACT PERIOD: From: **May 1, 2007**	To: **April 30, 2010**
TERMS **Net 30 Days**	SHIPMENT **30 Calendar Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Centennial, CO**
MINIMUM DELIVERY REQUIREMENTS **One (1) Unit**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, the vendor contact is hereby changed as follows:

Cheri Lucero
Contract/Bids Coordinator
Phone: (800) 280-6113 ext. 175
Fax: (303) 649-9710
Email: clucero@lasertech.com

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

AUTHORITY/REASON:

Per vendor request by email dated July 29, 2009.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $150,000.00

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

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

July 27, 2009

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B7200248
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Candie Watkins **(800) 280-6113 ext. 152**
Laser Technology Inc. **7070 South Tuscon Way** **Centennial, CO 80112** **Email: cwatkins@lasertech.com**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Sgt. Darryl Allen (517) 336-6685 **Speed Measurement Devices, Lidar – Michigan State Police**	
CONTRACT PERIOD: From: **May 1, 2007**	To: **April 30, 2010**
TERMS **Net 30 Days**	SHIPMENT **30 Calendar Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Centennial, CO**
MINIMUM DELIVERY REQUIREMENTS **One (1) Unit**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, the Contract Compliance Inspector is hereby changed as follows:

Sgt. Darryl Allen
Michigan State Police
Traffic Services Section
Technologies and Analysis Unit
4000 Collins Rd.
Lansing, MI 48910
Phone: (517) 336-6685
Fax: (517) 336-6259
Email: AllenDA@michigan.gov

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

AUTHORITY/REASON:

Per agency request dated July 17, 2009.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $150,000.00

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

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

May 14, 2007

NOTICE
OF
CONTRACT NO. 071B7200248
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Laser Technology Inc.** **7070 South Tuscon Way** **Centennial, CO 80112** **Email: cwatkins@lasertech.com**	TELEPHONE: Candie Watkins **(800) 280-6113 ext. 152** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Laura Gyorkos (517) 373-1455 **Speed Measurement Devices, Lidar – Michigan State Police**	
CONTRACT PERIOD: From: **May 1, 2007**	To: **April 30, 2010**
TERMS **Net 30 Days**	SHIPMENT **30 Calendar Days ARO**
F.O.B. **Delivered**	SHIPPED FROM **Centennial, CO**
MINIMUM DELIVERY REQUIREMENTS **One (1) Unit**	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I7200113 this Contract Agreement and the vendor's quote dated February 13, 2007. 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.

Estimated Contract Value: $150,000.00

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

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

CONTRACT NO. 071B7200248
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE: Candie Watkins **(800) 280-6113 ext. 152**
Laser Technology Inc. **7070 South Tuscon Way** **Centennial, CO 80112** **Email: cwatkins@lasertech.com**	VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa**
Contract Compliance Inspector: Laura Gyorkos (517) 373-1455 **Speed Measurement Devices, Lidar – Michigan State Police**	
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MISCELLANEOUS INFORMATION: **THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.** **The terms and conditions of this Contract are those of ITB #071I7200113 this Contract Agreement and the vendor's quote dated February 13, 2007. 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.** **Estimated Contract Value: $150,000.00**	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No.071I7200113. Orders for delivery will be issued directly by the Michigan State Police through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	**FOR THE STATE:**
Laser Technology Inc. Firm Name	Signature
Authorized Agent Signature	**Sue Cieciwa, Buyer Specialist** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Purchasing Operations** Division
Date	Date

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS

Contract No. 071B7200248

Speed Measurement Devices, Lidar

Michigan State Police

Buyer Name: Sue Cieciwa
Telephone Number: (517) 373-0301
E-Mail Address: cieciwas@michigan.gov

Speed Measurement Devices, Lidar

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Attachments:

Specifications:
Standard for the Procurement of Speed Measurement Equipment – Michigan Speed Task Force
Performance Specifications for Speed Measurement Equipment – Michigan State Police
IACP Conforming Product Lists

- **Down-the-Road Radar**
- **Lidar**

Item Listing/Pricing Pages

Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

Articles and Sections within this document labeled "Reserved" are contract terms that do not apply to this Contract.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is to provide terms, conditions and pricing for Michigan State Police and Local Units of Government for the procurement of speed measurement devices, lidar.

1.003 PROJECT CONTROL

Project Control

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

b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet as required, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

c. The Contractor will submit brief written quarterly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.

Reports

Please refer to Article 1.106 Certification Reporting.

1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing two copies of this contract and returning them to the Contract Administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 SPECIFICATIONS

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

All speed measurement devices must meet the minimum standards in the Michigan Speed Measurement Task Force, Standard for the Procurement of Speed Measurement Equipment and the Michigan State Police, Performance Specifications for Speed Measurement Equipment (see attached specifications).

ONLY speed measurement devices that appear on the International Association of Chiefs of Police (IACP) Consumer Product List (CPL), for Radar and Lidar Devices, in effect and published on February 15, 2007, shall be considered for purchase and use in Michigan under this Contract resulting from ITB 071I7200113. This is IACP/CPL dated February 1, 2007, for Police Traffic Radar Speed Measurement Devices and the Lidar Speed Measuring Devices List, dated February 1, 2007 (see attached).

It shall be the manufacturer's responsibility to maintain an active certification of equipment on the IACP CPL, throughout the Contract period without lapse in effective dates. Failure to maintain an active certification may be cause for the State of Michigan to hold the contractor in default.

Product Information

The Contractor should be prepared to provide descriptive literature to any agency on a direct basis, as directed.

1.102 RESEARCH AND DEVELOPMENT

Contractor shall invest in new product development and research to stay current with ongoing demands.

Technical Advancements

In the event materials, supplies, or equipment are improved, the State of Michigan shall be notified of such improvements and given the option to accept or reject the change(s). Request for changes shall be submitted in writing to Purchasing Operations at least thirty (30) days prior to their effective date, and are subject to written acceptance before becoming part of the State of Michigan Contract. The new equipment must meet or exceed all specifications of previously supplied equipment, and shall be supplied at no additional charge.

1.103 QUALITY ASSURANCE PROGRAM

Contractor shall have a Quality Assurance Program currently in place within their organization.

1.104 WARRANTY FOR PRODUCTS OR SERVICES

Minimum Warranty

All speed measurement devices, antennas, associated mounting brackets, connecting cables, and weather protective covering, and construction shall be fully warranted against all defects in materials and/or workmanship for a minimum of two (2) years. All parts and labor are to be furnished by the manufacturer.

The Contractor shall be responsible for return shipping and handling cost from the manufacturer's repair facility for all services provided for the life of the speed measurement equipment.

Factory Repair Facilities

The Contractor shall provide the following factory authorized repair facilities for the speed measurement equipment devices offered in this Contract.

State of Colorado
Laser Technology, Inc.
7070 S. Tucson Way
Centennial, CO 80122
Phone: (800) 280-6113
Contact: Antonia Young

State of Ohio
Ohio Calibration Laboratories
6663 Huntley Road Ste. E
Columbus, OH 43229
Phone: (614) 840-8500
(614) 840-9360
Contact: RB McCreary

The contractor shall be responsible for return shipping and handling cost from the manufacturer's repair facility for all services provided for the life of the speed measurement equipment.

1.105 CERTIFICATION TESTING

All units to be provided on this Contract must be certified in accordance with Michigan Speed Measurement Task Force Standards for the Procurement of Speed-Measurement Equipment, dated July 10, 2000. Prices include the cost of certification testing. If a device fails, all costs of retesting shall be the responsibility of the Contractor.

The Michigan Speed Measurement Task Force Standards require that "All devices shall be electronically pre-tested by the manufacturer for compliance with the IACP standard and an official Certificate of Compliance for use in the State of Michigan be completed and forwarded with the device before they are put into use in Michigan. Any additional testing, beyond the manufacturer's testing, can be achieved through the IACP.

1.106 CERTIFICATION REPORTING

All manufacturer's will be required to compile and report the following information every six (6) months: manufacturer, date certified, model of device, serial number, agency to which the device was shipped, name of person that certified the device, and the State of Michigan Contract Number applicable to the sale of the unit.

Reports are to be submitted to the Michigan State Police, Traffic Services Section, via email to Sgt. Kevin Beasley at beasleykc@michigan.gov and to DMB, Purchasing Operations, via email to Sue Cieciwa at cieciwas@michigan.gov. Reports must be in an Excel spreadsheet format.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

The Contractor shall have the capacity to receive orders electronically, by phone, facsimile, and by written order. The Contractor has provided a statewide toll-free phone number for phone orders and service.

Customer Service
Cheri Lucero - Inside Sales Customer Service Representative
Phone: (800) 280-6113 ext. 175

Candie Watkins – Business Process Manager (Colorado)
Phone: (800) 280-6113 ext. 152

Jeff Coggins – Regional Sales Manager (Tennessee)
Phone: (423) 202-2214

Contractor shall have internal controls, approved by Purchasing Operations, to insure that orders are placed by authorized individuals with the State. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales

representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly.

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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

1.202 TRAINING

The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the Contract at no additional charge.

1.203 REPORTING - RESERVED

1.204 SPECIAL PROGRAMS

<u>Product Return</u>
Contractor allows for the return of products ordered in error, as long as the product has not been used and Contractor is notified within 30 days of the initial shipment.

<u>Trade-In Program</u>
Contractor will provide a $500.00 trade-in allowance to trade old or used lasers, if the agency is purchasing a new laser from the Contractor. This is a one-for-one trade-in program.

1.205 SECURITY

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

Upon review of the security measures included by the Contractor, the State will decide whether to issue State ID badges to the Contractor's delivery personnel or accept the ID badge issued to delivery personnel by the Contractor.

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

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

1.3 Delivery Capabilities

1.301 TIME FRAMES

All orders shall be delivered within thirty (30) calendar days after receipt of order. In addition, the Contractor offers a quick ship program, up to 20 units, within 14 business days after receipt of order.

1.302 MINIMUM ORDER

Minimum order is one (1) unit.

1.303 PACKAGING

Packaging and containers, etc., shall be in accordance with Cotnractor's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate. The State reserves the right of final approval on packaging offered by the Contractor.

1.304 PALLETIZING

Shipments shall be palletized whenever possible and shall conform to the following:

- **Manufacturer's standard 4-way shipping pallets are acceptable.**
- **Maximum height: 5'6"; including pallet.**
- **Maximum weight: 3500 pounds; including pallet.**
- **Pallets are to be securely banded or shrink-wrapped.**
- **The cost of palletizing must be included in the unit price.**

1.305 DELIVERY TERM

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders.

1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION

1.4 Project Price

1.401 PROPOSAL PRICING

Please refer to the attached Item Listing/Pricing Page for pricing for the items included on this Contract.

STATE ADMINISTRATIVE FEE

The Contractor must collect an Administrative Fee on all sales, including participating local units of government transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The Administrative Fee equals 1% of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

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

The Contractor must pay the Administrative Fee collected by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment:

Applicable State BPO Number, report amount(s), and reporting period covered.

Contractor must forward the check to the following address:

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

Please make check payable to: State of Michigan.

1.402 QUICK PAYMENT TERMS-RESERVED

1.403 PRICE TERM

Prices are the maximum for the entire length of the Contract.

The successful Contractor may offer lower prices at any time based on market conditions. Lower prices may be offered on an individual project basis, or prices may be decreased on an item by item basis to be effective for all purchases in reference to the contract.

Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price change requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases but prices can never exceed the original contract price, and changes may be requested by either party.

Requests for price changes, other than project specific changes, shall be RECEIVED IN WRITING AT LEAST THIRTY DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. 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.

1.5 Quantity term

(X) Requirements – Contractor agrees to supply all that the state requires

Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for Lidar Speed Measurement Equipment for the State of Michigan. 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. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

The Contract awarded is a Unit Price Contract.

All State departments and agencies, and authorized MiDEAL members may issue orders for items listed on this Contract at the same prices, terms and conditions, as specified in Article 3.006 Extended Purchasing to Local Units of Government/Institutions of Higher Learning.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the Michigan State Police, hereinafter known *as* MSP. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Purchasing Operations and the listed contract administrator.

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Purchasing Operations
Attn: Laura Gyorkos, Contract Administrator
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
Phone: (517) 373-1455
Fax: (517) 335-0046
Email: gyorkosl@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such 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 (3rd) 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.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be in effect May 1, 2007 through April 30, 2010.

Option. **The State reserves the right to exercise two one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.**

Extension. **At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.**

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
MI Consumer Protection Act MCL §§ 445.901 – 445.922
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
Department of Civil Service Rules and regulations
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSAA) 40 USCS § 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

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

2.008 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 this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. This Contract with all enclosures and attachments constitutes the entire agreement between the parties. This Contract may be amended only in writing and executed in the same manner as this Contract was originally executed. This Contract represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

2.010 SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract found to be null and void by a court of competent jurisdiction, the remaining provisions of the Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations

2.101 ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. **When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.**

2. **The Contractor shall also notify the Purchasing Operations 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.**

The Contractor shall:

1. **Maintain current, accurate, and complete inventory records of assets and their costs;**

2. **Provide Purchasing Operations or designated representative ready access to the records upon request;**

3. **Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and**

4. **Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.**

2.103 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor 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 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.

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILTIY EVALUATION (PARE) - RESERVED

2.106 PREVAILING WAGE - RESERVED

2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

2.108 COMPETITION IN SUB-CONTRACTING

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.

2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.110 WORKPLACE DISCRIMINATION

The Contractor represents and warrants that in performing services for the State pursuant to this Contract, the Contractor 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 Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from 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 Persons With Disabilities 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.

Vendor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

2.111 LABOR RELATIONS

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, 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 pursuant to Section 2 of the Act. 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. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

The Contractor represents and warrants that the company does not appear in the current register of employers failing to correct an unfair labor practice.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE - RESERVED

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Each state agency will issue a purchase order against the BPO and indicate the ship to/bill to address. Each state department, agency, and MiDeal member is responsible for their own purchases.

2.203 POSSIBLE PROGRESS PAYMENTS - RESERVED

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) - RESERVED

2.205 ELECTRONIC PAYMENT REQUIREMENT

Contractor is required to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

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

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, 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 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 Director of Purchasing Operations.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

The Contractor must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that Contractor provided in the bid.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, 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:

1. **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.**

2. **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;**

3. **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;**

4. **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;**

5. **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.**

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, 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.

Code Indemnification

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

Indemnification Obligation Not Limited

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 sub clauses, 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 sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

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

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such 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 so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall 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 prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor' s information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to 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 shall have the right to defend the claim in such 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 shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY-RESERVED

2.307 CONTRACT DISTRIBUTION

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

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not the meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the Contractor hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 PURCHASING FROM OTHER STATE AGENCIES - RESERVED

2.311 TRANSITION ASSISTANCE-RESERVED

2.312 LIABILITY INSURANCE

A. Insurance

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

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

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

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

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

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

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. **All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.**

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

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

$2,000,000	**General Aggregate Limit other than Products/Completed Operations**
$2,000,000	**Products/Completed Operations Aggregate Limit**

$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit
$500,000 Fire Damage Limit (any one fire)

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

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

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

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

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

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

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

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

☐ **5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).**

☐ **6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.**

☐ **7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.**

☐ **8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those**

contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

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

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.313 RESERVED

2.314 WEBSITE INCORPORATION

State expressly states that it will not be 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 such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations**. The Contract Compliance Inspector for this project is:**

Sgt. Kevin Beasley
Michigan State Police
Traffic Services Section
714 S. Harrison Rd.
East Lansing, MI 48823
Phone: (517) 336-6651
Fax: (517) 336-6259
Email: beasleykc@michigan.gov

2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with MSP may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

2.5 Quality and Warranties

2.501 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 Purchasing Operations has approved a change.

2.502 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. **All costs of testing and laboratory analysis.**
2. **Disposal and/or replacement of all products which fail to meet specifications.**
3. **All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.**

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods)

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

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

***Warranty of title* – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor 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 vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.**

2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. **The Contractor will perform all services in accordance with high professional standards in the industry;**

2. **The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;**

3. **The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;**

4. **The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;**

5. **The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;**

6. **The Contractor will perform the services in a manner that complies with all applicable laws and regulations;**

7. **The Contractor has duly authorized the execution, delivery and performance of the Contract;**

8. **The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.**

9. **The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.**

10. **The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.**

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

12. **The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.**

13. **The Contractor is qualified and registered to transact business in all locations where required.**

14. **Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall 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 shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.**

15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB 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 such financial statements, reports, other information. Since the respective dates or periods covered by such 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. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF - RESERVED

2.507 RESERVED

2.508 EQUIPMENT WARRANTY-RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature 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.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); 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 such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such 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. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive 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 from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. 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 as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the 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.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. <u>Material Breach by the Contractor</u>. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. <u>Cancellation For Convenience By the State</u>. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not 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 Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel

the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The 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 project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event 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 upon the Contractor's business integrity.

5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event 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 7. 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 such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. **If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.**

2.703 LIQUIDATED DAMAGES - RESERVED

2.704 STOP WORK-RESERVED

2.705 SUSPENSION OF WORK - RESERVED

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Purchasing Operations reserves the right to modify this contract at any time during the contract term. 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, addition or deletion of items, 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.

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. **The item(s) may be included on the Contract, only if prior written approval has been granted by Purchasing Operations.**

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. **The proposal for modification;**
2. **The discussions conducted on the proposal, including those related to negotiation;**
3. **Pricing of the modification; or**
4. **Performance of the modification.**

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

(a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Government-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a

change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:

(1) The date, circumstances, and source of the order; and
(2) That the Contractor regards the order as a change order.

(b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

PERFORMANCE SPECIFICATIONS FOR SPEED-MEASUREMENT EQUIPMENT

Michigan State Police

This standard applies to speed-measurement equipment procured by law enforcement agencies for use in speed-enforcement programs in Michigan.

Radar Equipment

1. **The radar model must meet the minimum standards established by the National Highway Traffic Safety Administration (NHTSA). In order to promote these model specifications, the International Association of Chiefs of Police (IACP) maintains a CONSUMER PRODUCTS LIST that identifies all radar models that have been fully tested and found to be in compliance with the appropriate specifications. Sole proof that a particular radar model meets those specifications will be that the device model is on IACP's CONSUMER PRODUCTS LIST.**
2. **The device shall be capable of measuring target vehicle speeds over the minimum speed range of 15 m.p.h. to 129 m.p.h.**
3. **Hand-held radar devices shall only transmit electromagnetic energy when a finger-operated trigger is pulled. When this trigger is released, the hand-held device shall cease to transmit electromagnetic energy; i.e., return to the RF-standby mode. No mechanism shall exist to lock the trigger in the transmit mode.**
4. **Fixed-mounted radar devices shall possess a suitable hardware for safely mounting the antenna and display module. Instructions for using this hardware shall be contained in the operator's manual for the radar device. This hardware and recommended mounting procedures shall take into account driver-side and passenger-side airbags, as well as other reasonable health and safety issues associated with the normal use of the radar device.**
5. **The target-signal processor channel and target-speed display shall function as specified in the test procedure in section 1221.79(g) of the NHTSA Model Performance Specifications at a speed of 15 m.p.h. (24 km/h) or the lowest speed specified by the manufacturer, whichever is lower, when operating in the stationary or moving mode. The target-signal processor channel and target-speed display shall function as specified in the test procedure in section 1221.79(g) of the NHTSA Performance Specifications at a speed of 129 m.p.h. (206km/h) or the highest speed specified by the manufacturer, whichever is higher, when operating in the stationary or moving mode.**
6. **The patrol signal-processor channel and patrol-speed display shall function as specified in the test procedure in section 1221.79(g)(3) of the NHTSA Model Performance Specifications at speeds down to 15 m.p.h. (24 km/h) or the lowest speed specified by the manufacturer, whichever is lower, when operating in the moving mode. The patrol signal-processor channel and patrol-speed display shall function as specified in the test procedure in section 1221.79(g)(3) of the NHTSA Model Performance Specifications at a patrol speed of 79 m.p.h. (126 km/h) or the highest speed specified by the manufacturer, whichever is higher, with target speeds to at least 129 m.p.h.**
7. **The minimum range for acquiring an approaching target, which is similar in size, shape and composition to a mid-sized, late-model automobile, shall be as follows:**

    a. **Stationary-mode operation:**
        i. **300 ft. for the target vehicle traveling at 20 m.p.h.**
        ii. **1500 ft. for the target vehicle traveling at 60 m.p.h.**
    b. **Moving-mode (opposite-direction) operation:**
        i. **600 feet for the target vehicle traveling at 30 m.p.h., with the patrol vehicle traveling at 25 m.p.h.**
        ii. **2000 feet for the target vehicle traveling at 60 m.p.h., with the patrol vehicle traveling at 50 m.p.h.**

These tests shall use a single target vehicle on clear, dry, level roadway with no interference present. The antenna shall be mounted in all positions recommended by the manufacturer (see Item 3). For inside mounting positions—if any are recommended by the manufacturer— the patrol vehicle's windshield shall be clean both inside and out.

8. **Moving-mode radar devices that possess the hold-switch (RF-standby) feature must also pass the following field test:**
   The radar unit shall be mounted in all positions recommended by the manufacturer (see Item 3). The patrol vehicle shall be traveling at 35 m.p.h., plus or minus 1 m.p.h., with the RF-standby switch in the standby mode. A single target vehicle shall approach the patrol vehicle at 50 m.p.h., plus or minus 1 m.p.h. When the distance between the patrol vehicle and target vehicle is approximately 500 feet, the RF-standby switch should be switched to the transmit mode. The radar device must obtain and display the correct patrol speeds and target speeds within one and one-half (1.5) seconds after the RF-standby switch is placed in the transmit mode. Specific test conditions shall be the same as those indicated in Item 5 above.
9. **The device shall possess the following features:**
   a. **A display-segment test.**
   b. **A Doppler-audio output that makes it useful to an operator in acquiring a target-tracking history for the full range of target and patrol speeds.**
   c. **A mechanism that warns the operator that RF interference is present and also automatically blanks the display before spurious readings due to this interference are observed.**
   d. **A mechanism that warns the operator that a low-voltage condition exists and also automatically blanks the display before spurious readings are observed due to this low-voltage condition and before there are any significant changes in the signal processing, Doppler-audio or display characteristics due to this low-voltage condition.**
   e. **A three-foot power cable (or optionally up to five-feet long) which is hardwired to the radar device and fitted at the other end with a male cigar type plug, "Safco No. 20" or an approved alternate with power-line fuse mounted into the plug for easy access and replacement.**
   f. **An on-off power switch and appropriate over-voltage protection.**
   g. **A range control which has a variable control capable of providing an approximate linear response (zero to maximum) over the full range of settings.**
   h. **A manual or automatic control for display window brightness for optimum visibility in both day and night operation.**
10. **The device shall not possess a manual speed-lock mechanism, unless (1) a second target-speed display window is present that permits the target's speed to be tracked through the lock condition and (2) provided the Doppler-audio output continues to track after the speed is locked. Tracking may cease once the device enters the RF-standby mode; i.e., the device no longer transmits electromagnetic energy.**
11. **Each radar device shall be accompanied by the following items:**
    a. **An operator's manual.**
    b. **Appropriate mounting brackets for safely securing the antenna and display module. Safety considerations must include the possible presence of driver-side and passenger-side airbags, as well as other reasonable health and safety issues associated with the normal use of the radar device.**
    c. **A list of factory authorized repair facilities in Michigan and adjacent states. Also, a statement of policy concerning support of facilities that are not factory authorized that may be utilized to repair the radar devices.**
12. **Radar devices may contain the following standard or optional features:**
    a. **An auxiliary speed display and lock with three (3) foot, four (4) foot, or five (5) foot connecting cable. (See Item 9 for special requirements if a speed-lock mechanism is present.)**

b. An RF-standby switch, activated by an on-off toggle switch on a three (3) foot, four (4) foot, or five (5) foot connecting cable.
c. A service manual(s), to include complete schematics, printed circuit layout prints, parts list, and explanation of the technical theory of operation.
d. A luggage type carrying case.
e. An alternative power source (battery) complete with shoulder carrying strap and charger.
f. An alternative power cable(s) of four (4) foot or five (5) foot length.
g. An extended warrant and/or maintenance contract for up to five (5) years.
h. A spare and/or replacement outside-mounted antenna(s). (Note: The highest probability for equipment failure for two-piece radar devices is the antenna. Weather-proofed, outside-mounted antennas are very difficult to repair without damaging the weather proofing. As such, agencies might want to develop arrangements with the radar manufacturer to swap defective antennas with replacement antennas that are in proper working order and weather proofed. These replacement antennas may be new or re-conditioned. Antenna serial numbers may change during this exchange process, and this is permissible since only the serial numbers of display modules are placed on Task Force certificates.)
i. The "fastest-vehicle feature."

13. Radar devices shall be appropriate to the specific needs of the individual law enforcement agencies, the patrol vehicle(s) used, and the nature of the roadways on which the devices are operated.
14. The device shall be of rugged construction. Outside mounted antennas shall be weatherproof so as to prevent moisture and other forms of contamination from adversely affecting the device's performance or frequency of repair. And labels, connectors, switches, and dials shall be durable for the reasonable life of the device. Moreover, the device shall be capable of being maintained at a reasonable cost.

Lidar Equipment

1. The lidar model must meet the minimum standards established by the National Highway Traffic Safety Administration (NHTSA). In order to promote these model specifications, the International Association of Chiefs of Police (IACP) maintains a CONSUMER PRODUCTS LIST that identifies all lidar models that have been fully tested and found to be in compliance with the appropriate specifications. Sole proof that a particular lidar model meets those specifications will be that the device model is on IACP's CONSUMER PRODUCTS LIST.
2. The model shall be certified as Class 1 eye safe by the U.S. Department of Health and Human Services' Center for Devices and Radiological Health [Compliance Guide for Laser Products, U.S. Department of Health and Human Services, HHS Publication FDA 86-8260, September 1985 (or the latest revision of this document)]. (NOTE: Class 1 devices are considered eye-safe; i.e., these devices "have emissions in the ultraviolet, visible, and infrared spectra, and are limits below which biological hazards have not been established.")
3. The model shall comply with the limits for a Class A digital device as defined in Part 15 Radio Frequency Devices of the FCC Rules [Code of Federal Regulations: Telecommunication 47, Parts 0 to 19, U.S. Government Printing Office].
4. Hand-held devices shall only transmit laser energy when a finger-operated trigger is activated. When this trigger is released, the device shall cease to transmit energy. No mechanism shall exist to lock the trigger of a hand-held device in the transmit mode.
5. The highest minimum and lowest maximum range shall be 50 and 1,000 feet, respectively. (Note: This range requirement shall apply for a late-model, dark-colored, mid-sized automobile that is approaching the lidar.)
6. A means shall exist for the operator to verify that a device is in proper working order. Minimally, this verification procedure shall include the following:
    a. Verify that the transmitted laser beam and the target-sighting optics are in proper alignment.
    b. Verify that the device meets minimum target-range performance requirements.

c. **Verify that the transmission, detection, timing, signal-processing, computation, and display circuitry are in proper working order with appropriate error indicators if a particular test fails.**

7. **The device shall not display any spurious (a.k.a., erroneous) readings due to either natural or man-made optical, electrical, or mechanical interference effects except for the panning effect, which constitutes improper operation of the device.**
8. **Standard items to be included with each device shall include: an operator's manual, all appropriate mounting brackets or supporting brackets, and a protective luggage-type carrying case to store and transfer the device.**

STANDARD FOR THE PROCUREMENT OF SPEED-MEASUREMENT EQUIPMENT

Michigan Speed Measurement Task Force
Revision July 10, 2000

The goals of this standard are: First, to ensure that all speed-measurement devices procured by law enforcement agencies and subsequently used for speed-enforcement purposes can be operated in a trustworthy manner by a properly trained operator; second, to simplify its operation as much as possible; and third, to make it as useful as possible for speed enforcement purposes when used under a wide variety of operating conditions.

While it is difficult to write a comprehensive set of performance specifications to describe a single ideal device, the Michigan Speed Measurement Task Force recommends that, as a minimum consideration, law enforcement agencies shall require that procured devices comply with the International Association of Chiefs of Police (IACP) Consumer Products List (CPL) test standards.

This Michigan Speed Measurement Task Force standards are intended to achieve the following objectives:

1. **The device is determined to be accurate before it is initially placed in service.**
2. **A properly trained operator will have the opportunity to verify that the device is in proper working order at the beginning and end of each shift in which the device is used for speed-enforcement purposes.**
3. **A properly trained operator will have the best possible opportunity to use the device, coupled with the operator's own observations, to obtain an adequate target-tracking history before a motor vehicle operator is cited for a speeding violation.**
4. **The device exhibits the minimum possibility of displaying spurious target-speed display readings**
   due to natural and man-made interference effects.
5. **The device possesses an adequate target range.**
6. **The device is useful for its intended application; e.g., operating temperature range, display, blanking physical size, and mounting characteristics.**
7. **The device is ruggedly constructed and, consequently, able to withstand thermal, electrical and mechanical stresses that would be expected as the operator performs his/her regular duties.**

Each law enforcement agency should determine which type and model best fists its particular set of needs. Consideration should be given to device performance; device size and mounting considerations; optional features and functions; compatibility with existing speed-measurement equipment used by the agency; operator training requirements; availability of repair facilities; repair and maintenance costs; and, finally the initial purchase price of each new device.

With respect to the procurement of speed-measurement devices, the Michigan Speed Measurement Task Force makes the following recommendations that:

1. **Only speed measurement devices that appear on the IACP CPL should be purchased for use in Michigan.**
2. **All devices shall be electronically pre-tested by the manufacturer for compliance with the IACP standard before they are put into use in Michigan. Any additional testing, beyond the manufacturer's testing, can be achieved through the IACP.**

3. **The State of Michigan's Department of Management and Budget maintain an open bid contract for new speed-measurement equipment.**
4. **Speed-measurement device evidence be admissible in court only if the device used is certified, as determined by the Michigan Speed Measurement Task Force.**
5. **It is not necessary to have these devices periodically recertified because a properly trained operator will be able to determine when a specific device is malfunctioning.**

The Consumer Products List can be found on the International Association of Chiefs of Police web site at www.theiacp.org/profassist/viewcpl.html .

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POLICE TRAFFIC DOWN-THE-ROAD RADAR SPEED MEASURING DEVICES
CONFORMING PRODUCT LIST (CPL)
February 1, 2007

FOREWORD:

The International Association of Chiefs of Police (IACP), through Cooperative Agreement number DTNH22-05-H-05889 with the National Highway Traffic Safety Administration (NHTSA), has tested and certifies that the following down-the-road radar speed-measuring device models meet all the requirements of the *Speed-measuring Device Performance Specifications: Down-the-Road Radar Module* (DOT HS 809 812, June 2004) published by NHTSA and available at <http://www.nhtsa.dot.gov/people/injury/enforce/DownTheRoadWeb/pages/index.html>.

UNITS APPROVED AND CURRENTLY IN PRODUCTION:

MANUFACTURER	MODEL	BAND	Mode (S/M)	HANDHELD	SAME DIRECTION	FASTEST TARGET	DISCRIMINATE DIRECTION
Applied Concepts	Stalker ATR	Ka	S/M	•		•	
Applied Concepts	Stalker Basic	K	S/M	•			
Applied Concepts	Stalker Dual SL	Ka	S/M		•	•	
Applied Concepts	Stalker Dual DSR	Ka	S/M		•	•	•
Applied Concepts	Stalker DSR 2X	Ka	S/M		•	•	•
Applied Concepts	Stalker II SDR	Ka	S	•		•	•
Applied Concepts	Stalker II MDR	Ka	S/M	•	•	•	•
Decatur Electronics	Genesis I	K	S/M				
Decatur Electronics	Genesis GHD	K	S	•		•	•
Decatur Electronics	Genesis II Select	K, Ka	S/M		•	•	
Decatur Electronics	Genesis II Directional	K, Ka	S/M		•	•	•
Decatur Electronics	Genesis-VP	K	S	•		•	
Decatur Electronics	Genesis-VP Directional	K	S	•		•	•

MANUFACTURER	MODEL	BAND	Mode (S/M)	HANDHELD	SAME DIRECTION	FASTEST TARGET	DISCRIMINATE DIRECTION
Decatur Electronics	Harley-Davidson Genesis VP Directional	K	S	•		•	•
Decatur Electronics	SpeedTrak	K, Ka	S/M		•	•	
Kustom Signals	Eagle II	K, Ka	S/M				
Kustom Signals	Eagle Plus II	K, Ka	S/M			•	
Kustom Signals	Golden Eagle II	K, Ka	S/M		•	•	
Kustom Signals	Directional Golden Eagle II	Ka	S/M		•	•	•
Kustom Signals	Falcon	K	S	•			
Kustom Signals	HR-12	K	S/M	•			
Kustom Signals	Pro-1000(DS)	K	S/M				
Kustom Signals	Talon II	Ka	S/M	•	•	•	
Kustom Signals	Directional Talon	Ka	S/M	•	•	•	•
MPH Industries	BEE III	K, Ka	S/M		•	•	•
MPH Industries	K-55	X, K	S/M				
MPH Industries	Python Series II	X, K, Ka	S/M		• (Ka Only)	• (Ka Only)	
MPH Industries	Python III	X, K, Ka	S/M		• (K and Ka Only)	•(K and Ka Only)	
MPH Industries	Speedgun	K	S/M	•	•	•	
MPH Industries	Z-15	K	S	•			
MPH Industries	Z-25	K	S	•		•	
MPH Industries	Z-35	K	S	•		•	
MPH Industries	Enforcer	K, Ka	S/M		•	•	
Municipal Electronics	TS-3	K	S	•			
U. S. Radar	Phantom	K	S	•			

UNITS APPROVED BUT NO LONGER IN PRODUCTION:

MANUFACTURER	MODEL	BAND	Mode (S/M)	HANDHELD	SAME DIRECTION	FASTEST TARGET	DISCRIMINATE DIRECTION
Applied Concepts	Stalker Dual	K, Ka	S/M			•	
Applied Concepts	Stalker Dual SL	K	S/M		•	•	
Broderick Enforcement	BEE 36	X, K	S/M				
CMI	Speedgun Magnum	X	S/M	•			
Decatur Electronics	Genesis I	X, Ka	S/M				
Decatur Electronics	Genesis I Remote Display	K	S/M				
Decatur Electronics	Genesis II	K, Ka	S/M		•	•	
Decatur Electronics	Genesis GHD	Ka	S	•		•	•
Decatur Electronics	Genesis GHS	K	S	•			
Decatur Electronics	Genesis-VP Directional	Ka	S	•		•	•
Decatur Electronics	Hunter	X	S/M				
Decatur Electronics	Hunter HHM	X	S/M	•			
Decatur Electronics	MVR-715	X	S/M				
Decatur Electronics	MVR-724	K	S/M				
Decatur Electronics	RA-GUN GN-1	X	S	•			
Decatur Electronics	RA-GUN KN-1	K	S	•			
Federal Signals	Enforcer	K	S/M				
McCoy's LAW LINE	SpeedTrak Elite Ka	Ka	S/M		•	•	
McCoy's LAW LINE	SpeedTrak Elite K	K	S/M		•	•	
McCoy's LAW LINE	SpeedTrak Elite KD	K	S/M		•	•	•
Kustom Signals	Eagle	X, K, Ka	S/M				
Kustom Signals	Eagle Plus	X, K, Ka	S/M			•	
Kustom Signals	Silver Eagle	X, K, Ka	S/M			•	
Kustom Signals	Golden Eagle	X, K, Ka	S/M		•	•	
Kustom Signals	Golden Eagle Plus	Ka	S/M		•	•	•
Kustom Signals	HR-8	K	S	•			
Kustom Signals	HAWK	K	S/M				
Kustom Signals	KR-10SP	X, K	S/M				
Kustom Signals	KR-11	K	S/M				
Kustom Signals	Pro-1000	K	S/M				

MANUFACTURER	MODEL	BAND	Mode (S/M)	HANDHELD	SAME DIRECTION	FASTEST TARGET	DISCRIMINATE DIRECTION
Kustom Signals	Road Runner	K	S	•			
Kustom Signals	Talon	Ka	S/M	•	•	•	
Kustom Signals	Trooper	X, K	S/M				
Kustom Signals	PRO-1000 (DS)	X	S/M				
MPH Industries	K-15	X, K	S	•			
MPH Industries	K-35	X, K	S				
MPH Industries	S-80	X, K	S/M				
MPH Industries	S-80 MC	X, K	S/M				
MPH Industries	Python (Series I)	X, K, Ka	S/M				
MPH Industries	BEE 36A	X, K, Ka	S/M				
Tribar Industries	Muni Quip KGP	K	S	•			
Tribar Industries	Muni Quip MDR	X, K	S/M		•		

NOTES:

1) Mode "S" refers to the stationary mode and mode "M" refers to moving mode.
2) Some of the models listed on the CPL may have operational features that are not a part of the model minimum performance specifications. It is important to understand that these features have not been tested or certified, even though the device itself has been certified to meet the model minimum performance specifications. For example, the following speed-measurement modes are not covered by the Speed-Measuring Device Performance Specifications: Down-the-Road Radar Module and have not been tested: time-distance (stopwatch) mode and POP mode.
3) CPL certification for any individual down-the-road radar device will be voided by any third party modifications not specifically approved by the original equipment manufacturer and the IACP.
4) Test results and analysis contained herein do not represent product endorsement by the IACP nor product approval or endorsement by the National Highway Traffic Safety Administration, the U.S. Department of Transportation, the National Institute of Standards and Technology, or the U.S. Department of Commerce.

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POLICE TRAFFIC LIDAR SPEED MEASURING DEVICES AND SYSTEMS
CONFORMING PRODUCT LIST (CPL)
February 1, 2007

FOREWORD:

The International Association of Chiefs of Police (IACP), through Cooperative Agreement number DTNH22-05-H-05889 with the National Highway Traffic Safety Administration (NHTSA), has tested and certifies that the following lidar speed-measuring device models and systems meet all the requirements of the *Speed-measuring Device Performance Specifications: Lidar Module* (DOT HS 809 811, June 2004) published by NHTSA and available at < http://www.nhtsa.gov/people/injury/speedmgmt/speed_lidar_module/pages/index.html>.

UNITS APPROVED AND CURRENTLY IN PRODUCTION:

MANUFACTURER	MODEL	LIDAR DEVICE (1)	LIDAR SYSTEM (2)		
			MANUAL (3)	AUTOMATIC (4)	
				ATTENDED (5)	UNATTENDED (6)
Applied Concepts, Inc.	Stalker	•			
Kustom Signals, Inc.	ProLaser III	•			
Kustom Signals, Inc.	LaserCam II	•	•		
Kustom Signals, Inc.	DTMS	•		•	•
Kustom Signals, Inc.	Pro-Lite	•			
Kustom Signals, Inc.	Pro-Lite +	•			
Laser Atlanta, LLC	SpeedLaser R	•			
Laser Atlanta, LLC	SpeedLaser S	•			
Laser Technology, Inc.	Ultralyte 100/100 LR	•			

MANUFACTURER	MODEL	LIDAR DEVICE (1)	LIDAR SYSTEM (2)		
Laser Technology, Inc.	Ultralyte 200/200 LR	•			
Laser Technology, Inc.	Ultralyte LR B	•			
Laser Technology, Inc.	Ultralyte Compact	•			
Laser Technology, Inc.	Micro Digi-Cam System	•	•	•	

UNITS APPROVED BUT NO LONGER IN PRODUCTION:

MANUFACTURER	MODEL	LIDAR DEVICE (1)	LIDAR SYSTEM (2)		
			MANUAL (3)	AUTOMATIC (4)	
				ATTENDED (5)	UNATTENDED (6)
Kustom Signals, Inc.	ProLaser II	•			
Laser Technology, Inc.	Marksman 20/20	•			

NOTES:
Lidar Device – down-the-road speed-measuring equipment which, determines target range and speed based on the time-of-flight of laser light pulses reflected off a target. Lidar device is synonymous with "laser speed-measuring device" and "lidar unit."
Lidar System – a lidar device that incorporates additional equipment that is used to gather, process and/or recorded images to be used as part of speed enforcement efforts.
Manual Mode – a mode in a lidar system where an operator manually aims the lidar system to track the movement of a target vehicle while the vehicle's range and speed are determined and images recorded.
Automatic Mode – a mode in a lidar system, which automatically determines a target vehicle's range and speed and records images. This mode applies to both attended and unattended operation.
Attended Operation – an operator is an integral part of the evidence acquisition process.
Unattended Operation – an operator is not an integral part of the evidence acquisition process.
Some of the models listed on the CPL may have operational features that are not a part of the model minimum performance specifications. It is important to understand that these features have not been tested or certified, even though the device itself has been certified to meet the model minimum performance specifications.
CPL certification for any individual lidar device will be voided by any third party modifications not specifically approved by the original equipment manufacturer and the IACP.
Test results and analysis contained herein do not represent product endorsement by the IACP nor product approval or endorsement by the National Highway Traffic Safety Administration, the U.S. Department of Transportation, the National Institute of Standards and Technology, or the U.S. Department of Commerce.

ITEM LISTING

SPEED MEASUREMENT DEVICES, HAND HELD LIDAR

Item No.	Michigan Comm. No.	Unit	Description	Unit Price
7.01	680-77-12	EA	Lidar (Laser) Speed Measurement Devices, Single-Piece, Hand Held, Stationary Mode Only, with Heads Up Display of Speed Through the Optic View Finder; Serial Communication Port Per attached specifications, to include: Coiled Power Cable approximately 12 Feet Long (Uncoiled); and Protective Weather Covering (if necessary) for outside use, and Certification Testing per attached Terms and Conditions. Make: UltraLyte Model: 100 LR B	$2,845.00
7.02		EA	Alternate Power Source: to include Battery, Charger, Carrying Case, Shoulder Strap. Unit to be self contained with exception charger.	$70.00