



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 10
to
Contract Number MA071B7700113C

CONTRACTOR	PRUDENTIAL VIRTUAL GUARD SERVICE INC.
	20600 Eureka Rd. Suite 100
	Taylor MI 48180
	Jay Bassin
	734-365-8807
	jbassin@prudentialalarms.com
	CV0055757

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Lisa Spitzley	DTMB
		(517) 249-0440	
		SpitzleyL4@michigan.gov	

CONTRACT SUMMARY				
Intrusion Alarm and Card Access Equipment, Monitor				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
February 15, 2017	February 14, 2022	100, 3-Year	February 14, 2028	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,754,546.80	\$249,000.00	\$9,003,546.80		
DESCRIPTION				
Effective October 1, 2024, this contract is hereby updated as follows: <ol style="list-style-type: none"> 1. Add increase of \$249,000.00 2. Update Schedule B, Pricing to update Service Call fee to Regional Service Call-out fee, see attached Schedule B document, and attached Prosperity Map for defined regions. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov
MDOC	Gene Page	517-749-7518	pageg@michigan.gov
DTMB	Brandon Philip	517-749-7168	philipb@michigan.gov

Schedule B – Pricing

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing). [A service call-out fee is acceptable.](#)
2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: ___ 1.5 ___ % discount off invoice if paid within ___ 15 ___ days after receipt of invoice.

3. Tax will be excluded from price. Sales Tax will be excluded for purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

CN#10 Revised Schedule B – Pricing

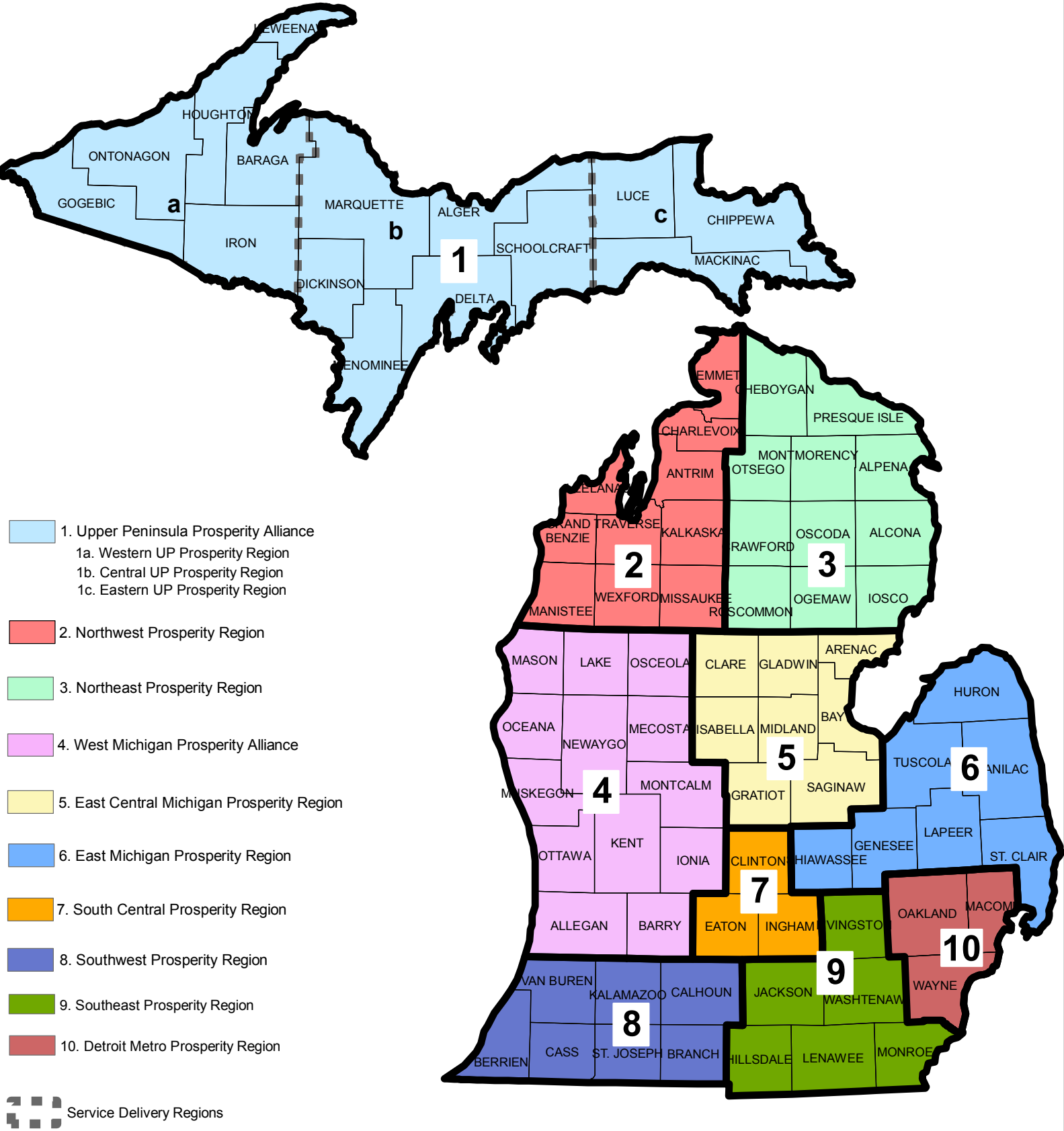
Item	Brand	Model	Unit Cost
Personal Panic Transmitters	XXXX	XXXX	\$146.10
Hold-Up Switch/Transmitter	XXXX	XXXX	\$185.00
Cost Per Service Call to Location	N/A	N/A	\$65.00
Wireless Repeater	XXXX	XXXX	\$145.00
Wireless Sensor Battery		XXXX	\$7.50
Panel Battery Backup		XXXX	\$25.00

Item	Brand	Model	Unit Cost
Control Panel (16 zone, 32 user) (1 per location)	XXXX	XXXX	\$125.00
Wireless back up radio (XXX Universal Wireless Alarm Communicator – Full Data Digital) (1 per location)	XXXX	XXXX	\$149.00
Keypad	XXXX	XXXX	\$125.00
Siren	XXXX	XXXX	\$10.00
Tamperproof sensor on Control Panel box	XXXX	XXXX	\$50.00
Motion Sensor	XXXX	XXXX	\$100.00
Glass Break Sensor	XXXX	XXXX XXXX	\$65.00
Door Contacts (external and internal installation styles)	XXXXI	XXXX XXXX	\$50.00
Smoke Detector	XXXX	XXXX XXXX	\$75.00
WIRELESS RECEIVER (In case wireless equipment is needed)	XXXX	XXXX	\$125.00
Please indicate and price the hardware proposed for the Model location indicated in Exhibit D below:			
1- XXXX 20p control panel w/tamper sensor	XXXX	XXXX	\$175.00
2- Honeywell 6160 keypads	XXXX	XXXX	\$250.00
3- main entry door contacts	XXXX	XXXX or XXXX OR XXXX	\$150.00
3- XXXX 360-degree motion detectors	XXXX	XXXX	\$300.00
2- XXXX Smoke detectors	XXXX	XXXX XXXX	\$150.00
3- XXXX Glass break detectors	XXXX	XXXX XXXX	\$195.00
1- Interior Siren	XXXX	XXXX	\$10.00
1- XXXX Cellular communicator	XXXX	XXXX	\$149.00
Total Cost -----			\$1,379.00
or use existing sensors and change keypad/control unit/radio			
1-XXXX 20p control panel w/tamper sensor	XXXX	XXXX	\$175.00
1- XXXX keypads	XXXX	XXXX	\$125.00
1- XXXX Cellular communicator	XXXX	XXXX	\$149.00
tie in all existing operable devices			\$0.00
Total Cost -----			\$449.00

Please propose Labor and Fees for Model in Exhibit D Below	Rate
Basic Monitoring	(begin 10/1/24) \$25.30 (begin 10/1/25) \$26.56 (begin 10/1/26) \$27.28

Cellular Back Up	\$1.00
Open/Close Reports	\$1.00
Total Connect application	\$1.00
	Rate
Labor per hour	\$65.00
Labor @ \$110/hour x 5 hours (discounted rate for 5 hours)	\$550.00
Basic Monitoring	\$27.99
Cellular Back Up	\$2.00
Open/Close Reports	\$2.50
Total Connect Application	\$10.00
Service Call-out Fee - see Regional Rate Table below or obtain quote for grouping of multiple locations in same call-out. Regions based on SOM Prosperity Regions, see attached Prosperity Pegions Map.	See table below or obtain and/or quote
**Regional Service Call-out Fees (flat fee)	
Region 10 (within 1-hour of Contractor's office)	\$65
Region 5, 6, 7, 8, 9	\$144
Region 4	\$288
Region 1C, 2, 3	\$480
Region 1B (UP)	\$768
Region 1A (UP)	\$960
* Regions based on SOM Prosperity Regions – see attached Prosperity Map	
**Please note a quote may be request for Service Calls involving multiple locations within the same trip to save costs on service call-out fee.	

State of Michigan Prosperity Regions



1. Upper Peninsula Prosperity Alliance
 1a. Western UP Prosperity Region
 1b. Central UP Prosperity Region
 1c. Eastern UP Prosperity Region

2. Northwest Prosperity Region

3. Northeast Prosperity Region

4. West Michigan Prosperity Alliance

5. East Central Michigan Prosperity Region


6. East Michigan Prosperity Region

7. South Central Prosperity Region

8. Southwest Prosperity Region

9. Southeast Prosperity Region

10. Detroit Metro Prosperity Region

 Service Delivery Regions



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **9**
to
Contract Number **MA071B7700113C**

CONTRACTOR	PRUDENTIAL VIRTUAL GUARD SERVICE INC.
	17515 W. Nine Mile Road Suite 1100
	Southfield MI 48075
	Jay Bassin
	734-365-8807
	jbassin@prudentialalarms.com
	CV0055757

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Lisa Spitzley	DTMB
		(517) 249-0440	
		SpitzleyL4@michigan.gov	

CONTRACT SUMMARY

Intrusion Alarm and Card Access Equipment, Monitor			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 15, 2017	February 14, 2022	100 - 3-Year	February 14, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,409,546.80	\$345,000.00	\$8,754,546.80		

DESCRIPTION

Effective July 16, 2024, this contract is hereby increased by \$325,000.00 for Michigan Department of State (MDOS) use. Please note the Contractor address is updated, see change notice cover above. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on July 16, 2024.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov
MDOC	Gene Page	517-749-7518	pageg@michigan.gov
DTMB	Brandon Philip	517-749-7168	philipb@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**
 to
 Contract Number **071B7700113**

CONTRACTOR	PRUDENTIAL VIRTUAL GUARD SERVICE INC.
	20600 Eureka Rd. , Suite 100
	Taylor, MI 48180
	Jay Bassin
	734-365-8807
	jbassin@prudentialalarms.com
	CV0055757

STATE	Program Manager	Various	DTMB
	Contract Administrator	Lisa Spitzley	DTMB
		(517) 249-0440 spitzleyl4@michigan.gov	

CONTRACT SUMMARY

Intrusion Alarm and Card Access Equipment, Monitoring and Services - Statewide

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 15, 2017	February 14, 2022	100 - 3 Year	February 14, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	Five, 1-Year	<input type="checkbox"/>		February 14, 2028
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,159,546.80	\$4,250,000.00	\$8,409,546.80		

DESCRIPTION

Effective December 13, 2022, this contract is hereby increased by \$4,250,000.00 for Statewide use and is exercising five, 1-year options, and Schedule B, Pricing for Basic Monitoring is updated, see pricing table below. The Contract expiration date is revised to February 14, 2028.

Basic Monitoring Pricing Schedule:

DATE RANGE	PRICE
10/1/2022 - 9/30/2023	\$22.95
10/1/2023 - 9/30/2024	\$24.10
10/1/2024 - 9/30/2025	\$25.30
10/1/2025 - 9/30/2026	\$26.56
10/1/2026 - 9/30/2027	\$27.89

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on December 13, 2022.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOS	Deborah Manoleas	(517) 243-3080	ManoleasD@Michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7
 to
 Contract Number 071B7700113

CONTRACTOR	PRUDENTIAL VIRTUAL GUARD SERVICE INC.
	20600 Eureka Rd. , Suite 100
	Taylor, MI 48180
	Jay Bassin
	734-365-8807
	jbassin@prudentialalarms.com
	CV0055757

STATE	Program Manager	Various	DTMB
	Contract Administrator	Lisa Spitzley (517) 249-0440 spitzleyl4@michigan.gov	DTMB

CONTRACT SUMMARY

INTRUSION ALARM AND CARD ACCESS EQUIPMENT, MONITORING AND SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 15, 2017	February 14, 2022	100 - 3 Year	February 14, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	One, 1-Year	<input type="checkbox"/>		February 14, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,309,546.80	\$850,000.00	\$4,159,546.80		

DESCRIPTION

Effective February 13, 2022, this contract is hereby increased by \$850,000.00 for Statewide use and is exercising one, 1-year option. The Contract expiration date is revised to February 14, 2023. The State's contract administrator is changed to Lisa Spitzley, 517-249-0440, spitzleyL4@michigan.gov. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on March 15, 2022.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B7700113**

CONTRACTOR	PRUDENTIAL VIRTUAL GUARD SERVICE INC.
	20600 Eureka Rd. , Suite 100
	Taylor, MI 48180
	Jay Bassin
	734-365-8807
	jbassin@prudentialalarms.com
CV0055757	

STATE	Program Manager	Various	DTMB
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY

INTRUSION ALARM AND CARD ACCESS EQUIPMENT, MONITOR			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 15, 2017	February 14, 2022	100 - 3 Year	February 14, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE
\$1,809,546.80		\$1,500,000.00		\$3,309,546.80

DESCRIPTION

Effective February 18, 2021, the Contract value is increased by \$1,500,000. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, DTMB Procurement approval and Administrative Board approval on February 16, 2021.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B7700113**

CONTRACTOR	PRUDENTIAL VIRTUAL GUARD SERVICE INC.
	20600 Eureka Rd. , Suite 100
	Taylor, MI 48180
	Jay Bassin
	734-365-8807
	jbassin@prudentialalarms.com
CV0055757	

STATE	Program Manager	Various	MDOS
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY

INTRUSION ALARM AND CARD ACCESS EQUIPMENT, MONITORING AND SERVICES - MDOS & MDOT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 15, 2017	February 14, 2022	100 - 3 Year	February 14, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		February 14, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,809,546.80	\$0.00	\$1,809,546.80		

DESCRIPTION

Effective October 1, 2020, Wireless Repeaters, Wireless Sensor Batteries, and Panel Battery Backups are hereby added to the Contract and model numbers are updated, per the attached Revised Schedule B - Pricing. In addition, the branch names have been updated per the attachment. All other terms, conditions, specifications, and Pricing remain the same. Per Vendor and Agency agreement, and DTMB Central Procurement Services approval.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B7700113**

CONTRACTOR	PRUDENTIAL VIRTUAL GUARD SERVICE INC.
	20600 Eureka Rd. Suite 100
	Taylor, MI 48180
	Jay Bassin
	734-365-8807
	jbassin@prudentialalarms.com
	CV0055757

STATE	Program Manager	Various	MDOS
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY			
INTRUSION ALARM AND CARD ACCESS EQUIPMENT, MONITOR			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 15, 2017	February 14, 2022	100 - 3 Year	February 14, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	February 14, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$709,546.80	\$1,100,000.00	\$1,809,546.80	
DESCRIPTION			
Effective March 13, 2020, the Contract value is increased by \$1,100,000 to include \$700,000.00 in funding for DHHS and additional \$400,000.00 for other agencies. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, DTMB Procurement approval and Administrative Board approval on March 10, 2020.			

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **071B7700113**

CONTRACTOR	PRUDENTIAL VIRTUAL GUARD SERVICE INC.
	25900 Greenfield Road , Suite 144
	Oak Park, MI 48237
	Jay Bassin
	734-365-8807
	jbassin@prudentialalarms.com
	CV0055757

STATE	Program Manager	Various	MDOS
STATE	Contract Administrator	Steve Rigg	DTMB
		(517) 249-0454	
		riggs@michigan.gov	

CONTRACT SUMMARY

INTRUSION ALARM AND CARD ACCESS EQUIPMENT, MONITOR

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 15, 2017	February 14, 2022	100 - 3 Year	February 14, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		February 14, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$709,546.80	\$0.00	\$709,546.80		

DESCRIPTION

Effective May 10, 2019, Personal Panic Transmitters, Hold-Up Switches/Transmitters, and Service Calls are hereby added to the Contract per Revised Schedule B - Pricing. All other terms, conditions, specifications, and Pricing remain the same. Per Vendor and Agency agreement, and DTMB Central Procurement Services approval.



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST.
 P.O. BOX 30026
 LANSING, MICHIGAN 48913

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **071B7700113**

CONTRACTOR	Prudential Virtual Guard Services, Inc, DBA Prudential Alarm
	25900 Greenfield Road
	Oak Park, MI 48237
	Jay Bassin
	734-365-8807
	jbassin@prudentialalarms.com
	CV0055757

STATE	Program Manager	Various	DOS
	Contract Administrator	Steve Rigg	DTMB
		(517) 249-0454	
		riggs@michigan.gov	

CONTRACT SUMMARY

INTRUSION ALARM AND CARD ACCESS EQUIPMENT, MONITORING AND SERVICES - MDOS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
February 15, 2017	February 14, 2022	100 - 3 Year	February 14, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		February 14, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$709,546.80	\$0.00	\$709,546.80

DESCRIPTION

Effective July 24, 2018, second year pricing will go into effect starting August 1, 2018 per updated schedule B - Pricing. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, and DTMB Central Procurement Services approval.

Schedule B – Pricing
Effective Date 8/1/2018-7/31/2019

BrNm	County	Address	City	State	Zip Code	Region	Year 2 - Monthly Monitoring	Year 2 - Yearly Cost
101 Inkster	Wayne	26603 Michigan Ave.	Inkster	101	48141-2329	1.1	\$ 18.89	\$ 226.68
109 Washtenaw County Plus	Washtenaw	295 North Maple Road	Ann Arbor	109	48103-2824	1.3	\$ 18.89	\$ 226.68
110 Downriver Area Plus	Wayne	3040 Van Horn	Trenton	110	48183-4001	1.1	\$ 18.89	\$ 226.68
111 Southwest Wayne County Plus	Wayne	164 E. Columbia	Belleville	111	48111-2916	1.1	\$ 18.89	\$ 226.68
113 Ypsilanti	Washtenaw	4675 Washtenaw Ave.	Ann Arbor	113	48197-1506	1.3	\$ 18.89	\$ 226.68
115 Monroe	Monroe	1107 S. Telegraph Rd.	Monroe	115	48161-4005	1.3	\$ 18.89	\$ 226.68
116 Temperance	Monroe	7200 Lewis Ave.	Temperance	116	48182-1553	1.3	\$ 18.89	\$ 226.68
117 Northeast Wayne County Plus	Wayne	25700 Joy Rd.	Redford Charter Township	117	48239-1720	1.1	\$ 18.89	\$ 226.68
118 Central Wayne County Plus	Wayne	6090 N. Wayne Rd.	Westland	118	48185-2169	1.1	\$ 18.89	\$ 226.68
120 Livonia Area Super Center	Wayne	17176 Farmington Rd.	Livonia	120	48152	1.1	\$ 18.89	\$ 226.68
121 Southwest Oakland County Plus	Oakland	31164 Beck Rd.	Novi	121	48377-1020	1.3	\$ 18.89	\$ 226.68
125 Brownstown	Wayne	18412 Telegraph Rd	Brownstown Charter Township	125	48174-9614	1.1	\$ 18.89	\$ 226.68
128 West Wayne County Plus	Wayne	8565 N. Lilley Rd.	Canton Charter Township	128	48187	1.1	\$ 18.89	\$ 226.68
131 West Bloomfield	Oakland	4297 Orchard Lake Road	West Bloomfield Charter Township	131	48323-1643	1.3	\$ 18.89	\$ 226.68
133 Detroit Livernois	Wayne	17500 Livernois	Detroit	133	48221-2254	1.1	\$ 18.89	\$ 226.68
135 Northwest Detroit Plus	Wayne	20210 W. 7 Mile Rd.	Detroit	135	48219-3469	1.1	\$ 18.89	\$ 226.68
138 Southwest Detroit Plus	Wayne	2835 Bagley	Detroit	138	48216-1729	1.1	\$ 18.89	\$ 226.68
141 Southeast Wayne County Plus	Wayne	21572 Ecorse Rd.	Taylor	141	48180	1.1	\$ 18.89	\$ 226.68
143 South Oakland County Plus	Oakland	25263 Telegraph Rd.	Southfield	143	48034-2501	1.3	\$ 18.89	\$ 226.68
144 Dearborn	Wayne	5094 Schaefer	Dearborn	144	48126-3249	1.1	\$ 18.89	\$ 226.68
151 Hamtramck Area Plus	Wayne	8717 Joseph Campau	Hamtramck	151	48212-3720	1.1	\$ 18.89	\$ 226.68
153 Detroit East 8 Mile	Wayne	9560 E. 8 Mile Rd.	Detroit	153	48234-1104	1.1	\$ 18.89	\$ 226.68
154 Detroit East Plus	Wayne	14634 Mack Ave.	Detroit	154	48215-2523	1.1	\$ 18.89	\$ 226.68
157 Detroit Super Center	Wayne	3046 W. Grand Blvd. Cadillac Place	Detroit	157	48202-6046	1.1	\$ 18.89	\$ 226.68
158 Southwest Macomb County Plus	Macomb	11533 E. 12 Mile Rd.	Warren	158	48093-2645	1.2	\$ 18.89	\$ 226.68
162 Southeast Macomb County Plus	Macomb	24040 Harper Ave.	Saint Clair Shores	162	48080-1902	1.2	\$ 18.89	\$ 226.68
163 Saint Clair County Plus	St. Clair	2887 Krafft Rd	Port Huron	163	48060-1530	1.2	\$ 18.89	\$ 226.68
164 Central Macomb County Plus	Macomb	50640 Schoenherr Rd.	Shelby Township	164	48315	1.2	\$ 18.89	\$ 226.68
166 Clinton Township Super Center	Macomb	37015 S. Gratiot Ave.	Clinton Charter Township	166	48036	1.2	\$ 18.89	\$ 226.68
168 Rochester Hills	Oakland	2250 Crooks Rd.	Rochester Hills	168	48309-3600	1.3	\$ 18.89	\$ 226.68
169 Sterling Heights	Macomb	7917 19 Mile Rd.	Sterling Heights	169	48314-3229	1.2	\$ 18.89	\$ 226.68
171 North Macomb County Plus	Macomb	51305 Gratiot Ave.	Chesterfield Charter Township	171	48051-2041	1.2	\$ 18.89	\$ 226.68
175 East Oakland County Plus	Oakland	1111 East Long Lake	Troy	175	48085-4964	1.3	\$ 18.89	\$ 226.68
176 Lapeer County Plus	Lapeer	301 W. Genesee St.	Lapeer	176	48446-3077	1.2	\$ 18.89	\$ 226.68
181 Oakland County Super!Center	Oakland	1270 Pontiac Road	Pontiac	181	48340-2235	1.3	\$ 18.89	\$ 226.68
182 West Oakland County Plus	Oakland	672 North Milford Road	Highland	182	48357	1.3	\$ 18.89	\$ 226.68
185 Davison	Genesee	300 North Main Street	Davison	185	48423-1434	1.2	\$ 18.89	\$ 226.68
187 North Genesee County	Genesee	4256 West Vienna Rd.	Clio	187	48420	1.2	\$ 18.89	\$ 226.68
189 North Oakland County Plus	Oakland	7090 Sashabaw Road	Clarkston	189	48348	1.3	\$ 18.89	\$ 226.68
194 Flint Area Super!Center	Genesee	G-5512 Fenton Road	Flint	194	48507	1.2	\$ 18.89	\$ 226.68
195 Flint Downtown	Genesee	408 S. Saginaw Street	Flint	195	48502-1803	1.2	\$ 18.89	\$ 226.68

201 Kalamazoo County Plus	Kalamazoo	3298 Stadium Dr.	Kalamazoo	201	49009	3	\$ 18.89	\$ 226.68
202 South Kalamazoo County Plus	Kalamazoo	603 Romence Rd.	Portage	202	49024-3446	3	\$ 18.89	\$ 226.68
207 Southeast Berrien County Plus	Berrien	110 E. Main St.	Niles	207	49120-2200	3	\$ 18.89	\$ 226.68
208 Northwest Berrien County Plus	Berrien	1960 Mall Drive	Benton Harbor	208	49022-2306	3	\$ 18.89	\$ 226.68
216 Calhoun County Plus	Calhoun	2545 Capital Ave	Battle Creek	216	49015	3	\$ 18.89	\$ 226.68
220 Jackson County Plus	Jackson	1184 Jackson Crossing	Jackson	220	49202-2096	1.3	\$ 18.89	\$ 226.68
226 Lansing Area Plus	Eaton	8158 Executive Court	Lansing	226	48917	3	\$ 18.89	\$ 226.68
228 Capital Area Super Center	Ingham	3315 E. Michigan Ave.	Lansing	228	48912	3	\$ 18.89	\$ 226.68
229 Mason	Ingham	806 Hogsback Rd.	Mason	229	48854	3	\$ 18.89	\$ 226.68
230 Livingston County Plus	Livingston	1448 Lawson Rd	Howell	230	48843-1719	1.3	\$ 18.89	\$ 226.68
244 Muskegon County Plus	Muskegon	1485 Apple Ave.	Muskegon	244	49442-3748	3	\$ 18.89	\$ 226.68
254 Midland	Midland	1832 North Saginaw	Midland	254	48640-6612	4	\$ 18.89	\$ 226.68
255 Hudsonville	Ottawa	5211 Cherry Avenue Plaza	Hudsonville	255	49426	3	\$ 18.89	\$ 226.68
256 Ottawa County Plus	Ottawa	587 E. Eighth St.	Holland	256	49423-3764	3	\$ 18.89	\$ 226.68
257 Grand Haven	Ottawa	1110 Robbins Rd.	Grand Haven	257	49417	3	\$ 18.89	\$ 226.68
261 Northeast Kent County Plus	Kent	3472 Plainfield Ave. NE	Grand Rapids	261	49505-2719	3	\$ 18.89	\$ 226.68
263 Grand Rapids Area SuperCenter	Kent	3665 28th St. SE	Grand Rapids	263	49512-1605	3	\$ 18.89	\$ 226.68
273 Southwest Kent County Plus	Kent	1056 Rogers Plaza SW	Wyoming	273	49509-2800	3	\$ 18.89	\$ 226.68
279 Saginaw County Plus	Saginaw	4404 Bay Rd.	Saginaw	279	48603-1208	4	\$ 18.89	\$ 226.68
288 Saginaw South	Saginaw	4212 Dixie Hwy.	Saginaw	288	48601-4254	4	\$ 18.89	\$ 226.68
290 Shiawassee County Plus	Shiawassee	1702 E. Main St.	Owosso	290	48867-9039	1.2	\$ 18.89	\$ 226.68
296 Bay County Plus	Bay	1007 N. Euclid Ave.	Bay City	296	48706-2404	4	\$ 18.89	\$ 226.68
301 Mecosta County Plus	Mecosta	206-A N. Michigan Ave.	Big Rapids	301	49307-1518	4	\$ 18.89	\$ 226.68
341 Grand Traverse County Plus	Grand Traverse	1759 Barlow	Traverse City	341	49686-4722	4	\$ 18.89	\$ 226.68



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **071B7700113**

CONTRACTOR	Prudential Virtual Guard Services, Inc, DBA Prudential Alarm
	25900 Greenfield Road
	Oak Park, MI 48237
	Jay Bassin
	734-365-8807
	jbassin@prudentialalarms.com
	*****5572

STATE	Program Manager	Deborah Manoleas	DOS
		517-243-3080	
		ManoleasD@Michigan.gov	
	Contract Administrator	Steve Rigg	DTMB
		(517) 284-7043	
		riggs@michigan.gov	

CONTRACT SUMMARY

INTRUSION ALARM AND CARD ACCESS EQUIPMENT, MONITORING AND SERVICES - MDOS & MDOT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 15, 2017	February 14, 2022	100 - 3 Year	February 14, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		February 14, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$214,546.80	\$495,000.00	\$709,546.80		

DESCRIPTION

Effective February 1, 2018, the Department of Transportation is hereby added to the contract, is increased by \$495,000.000 and the following items have been added. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, and DTMB Procurement approval.



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**
Michigan Department Of State (MDOS)

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **071B7700113**

between
THE STATE OF MICHIGAN
and

CONTRACTOR	Prudential Virtual Guard Services, Inc, DBA Prudential Alarm
	25900 Greenfield Road, Suite 144
	Oak Park, Michigan 48237
	Robert Seggie
	(734) 365-8807
	rseggie@prudentialalarms.com
	5572

STATE	Program Manager	Deborah Manoleas	MDOS
		517-243-3080	
		ManoleasD@michigan.gov	
	Contract Administrator	Steve Rigg	DTMB-Procurement
		517-284-7043	
		RiggS@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Intrusion Alarm and Card Access Equipment, Monitoring and Services - MDOS			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 15, 2017	February 14, 2022	Unlimited in 1-3 year Options	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
NA			
MISCELLANEOUS INFORMATION			
Effective 2/15/2017 this Contract is established to secure the services of a qualified Contractor to furnish and install new systems and provide system upgrades for security systems incorporated at the various MDOS offices located throughout Michigan for the duration of the Contract. In addition, the Contractor may be required to furnish and install new equipment due to systems upgrades, replacement of obsolete or defective equipment, and/or expansion of security systems. This Contract is subject to the attached scope, pricing, terms and conditions.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$214,546.80



STATE OF MICHIGAN

CONTRACT TERMS

This Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Prudential Virtual Guard Services, Inc, DBA Prudential Alarm (“**Contractor**”), a Michigan Corporation. This Contract is effective on February 15, 2017 (“**Effective Date**”), and unless earlier terminated, will expire on February 14, 2022 (the “**Term**”). **Five Years**

A. Base Contract Term

The Base Contract term is for a period of five (5) years commencing on the date that the last signature required to make the Contract enforceable is obtained. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in Sections 23 and 24) of the Contract terms and conditions, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract’s Base Term, or any Renewal Term, will remain in effect for the balance of the fiscal year for which they were issued.

B. Options to Renew

The parties may agree in writing to extend this Contract prior to the expiration of the Base Term, or any Renewal Term, by twelve (12) month increments (each a “Renewal Term”). The parties may not execute more than three (3) Renewal Periods at any given time. Successful completion of negotiations surrounding the terms of the extension, will be a pre-requisite for the exercise of any Renewal Term.

In the event an Enterprise Contract is established to take on the products and services provided by this Contract, this Contract may be terminated and the products and services transitioned to the Enterprise agreement.

The parties agree as follows:

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

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

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

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



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

If to State: Steve Rigg 525 West Allegan, 1st Floor, NE Lansing, MI 48909-7526 Mitchellc4@michigan.gov RiggS@michigan.gov 517-284-7043	If to Contractor: Robert Seggie, Business Development Manager 25900 Greenfield Road, Ste 144 Oak Park, Michigan 48238 rseggie@prudentialalarms.com (734) 365-8807
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State: Steve Rigg 525 West Allegan, 1st Floor, NE Lansing, MI 48909-7526 Mitchellc4@michigan.gov RiggS@michigan.gov 517-284-7043	Contractor: Robert Seggie, Business Development Manager 25900 Greenfield Road, Ste 144 Oak Park, Michigan 48238 rseggie@prudentialalarms.com (734) 365-8807
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State: Deborah Manoleas 517-243-3080 ManoleasD@michigan.gov	Contractor: Robert Seggie, Business Development Manager 25900 Greenfield Road, Ste 144 Oak Park, Michigan 48238 rseggie@prudentialalarms.com (734) 365-8807
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.

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

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.



Umbrella or Excess Liability Insurance	
<p><u>Minimal Limits:</u> \$5,000,000 General Aggregate</p>	<p>Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.</p>
Automobile Liability Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Per Occurrence</p>	<p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.</p>
Workers' Compensation Insurance	
<p><u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
Employers Liability Insurance	
<p><u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.</p>	
Crime (Fidelity) Insurance	
<p><u>Minimal Limits:</u> \$1,000,000 Employee Theft Per Loss</p>	<p>Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as Loss Payees.</p>
Professional Liability (Errors and Omissions) Insurance	
<p><u>Minimal Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate</p> <p><u>Deductible Maximum:</u> \$50,000 Per Loss</p>	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section;



(c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

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

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

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

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

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.



11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Reserved.**
18. **Reserved.**



19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

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

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

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



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

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

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

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

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its



expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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



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

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

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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



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

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Reserved.**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.



45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and Schedules, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, Schedules, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, Schedules and schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.



53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

1. Background

This Contract is established to provide the services of a qualified Contractor to furnish and install a new interior intrusion detection system at all offices throughout the state located as listed on the **Schedule B Pricing** tables (all account billing and reporting must identify the location by the given name and number as provided by the State). The Contractor will also be responsible for all monitoring activities, maintaining the system, and providing real-time reporting.

The current security system is obsolete and in need of upgrading. Replacement of the existing system may be completed over a three to five year period. Location of systems to be upgraded will be decided upon by the Program Manager. Decisions will be made based on but not solely limited to office locality, defective equipment, and new office openings.

The security/intrusion alarm systems provide for building entrance protection through magnetic door contacts and motion detection sensors. The systems are armed and disarmed with keypads, and include a LED readout control panel, low battery indicator, and an interior warning siren. The arming stations are remotely and/or locally programmable. The communications system utilizes existing telephone/fax lines at each location. GSM universal wireless alarm communicators are in place as a backup system. The intrusion detection systems are monitored twenty-four (24) hours a day, seven (7) days a week at the Contractor's central control station.

2. Scope

Contractor will be required to remove and dispose of the existing and furnish and install new equipment at all locations list in **Schedule B** of this Contract. The State reserves the right to add or delete locations and/or other State Agencies as needed. The State also reserves the right to add or delete related goods and services to best meet the State's needs.

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in section Requirements.

3. Requirements

A. Specifications

The Contractor must provide security alarm service containing the following features and services for various State facilities.

The system has the following features:

1. Ability to report separate and distinct signals for a variety of alarm conditions. (See Sections 3.E and 3.F)
2. Ability to maintain system integrity for a minimum of 24 hours, in the event of a power failure.
3. The intrusion detection system, upon activation, will sound an interior warning signal.
4. The arming stations are equipped with status indicators informing the system operator of the condition of the alarm (i.e. ready to arm, armed, etc.).
5. All systems must have the ability to be remotely activated and deactivated.
6. The intrusion detection systems are equipped with communicated enunciator zones for the different types of alarms as well as exit/entry delay features.
7. All circuits are set for instant activation.
8. All zones are wired and programmed to accommodate audible alarm system activation of warning sirens. The siren time limit is specified by the Program Manager.
9. The control panel automatically communicates battery trouble and restored conditions.



10. The control panel is tamper proof and has built-in arming station capabilities within the facility to accommodate customer reprogrammable arm/disarm code capability.
11. If any of the control loops are in fault status, the control panel will not allow for the arming of the system without specific by-pass authorization code.
12. Backup systems capable of transmitting full data from a panel with a format interface. Transmitted information may include but not be limited to, specific zones, AC lost, low battery, fire, conditional close, etc. (Data transfer of singular data, i.e. 'trouble' signal only is not acceptable.
13. Backup system must connect to the alarm control panel to report alarm signals directly to the monitoring station receiver in a low cost, high speed and reliable alarm communication. Alarm control panel connects/communicates to backup system to report all power or line disconnections (e.g. cut line, line problems)
14. Backup system signals are transmitted directly to the monitoring station receiver without the need of clearinghouse involvement.
15. For each of the monitored locations, the State or Program Manager or designee and Contractor must mutually agree to a listing of police agencies to be contacted by the Contractor in the event of an alarm condition. In addition, the Project Manager must provide the Contractor a list of personnel, by facility location, to be contacted in the event an alarm condition occurs.
16. Provide backup central station monitoring services.
17. Provide fire detection monitoring service for offices as denoted by the Program Manager.
18. Install/remove/relocate security systems equipment as needed.
19. Only designated Agency personnel Program Manager or designee(s) may authorize changes to the system.
20. The State will not provide internet access.
21. It is Contractor's responsibility to reprogram existing devices that will be part of the new system

Coordination meeting between the Program Manager and the Contractor Representative will include priority of work as determined by the Program Manager. Those systems in greatest need of repair will be addressed immediately. Reprogramming of existing panels will be conducted on a set schedule agreed upon by the Program Manager, authorized site personnel, and Contractor Representative.

Contractor will assign a dedicated Contract Representative whose primary responsibility within the company will be the integration and monitoring of this contract.

B. On-Site Installation

1. Program Manager will provide Contractor with a facility floor plan.
2. Contractor will provide recommendations and discuss approaches to installation with Program Manager.
3. Contractor will meet Program Manager to review proposed installation plan and schedule. Meeting may be on-site or at another location as agreed upon by the Program Manager.
4. Contractor is responsible for ensuring all applicable state and local permitting and inspection requirements have been satisfied.
5. All work must be completed during normal working hours, unless previously agreed to in writing by the Program Manager or designee



6. A designated state employee must be on-site during all repairs, installations, and maintenance
7. Any work completed in a secured facility location, must be supervised by a designated state employee
8. All Contractor employees must submit and pass a background check prior to being on-site.
9. The Contractor must remove all scrap or removed material, debris or rubbish from the project work site, at the end of each working day and more frequently as needed. Before final acceptance by the State, the Contractor must clean all of the work and existing surfaces, building elements and contents that were soiled by their operations and make repairs for any damage or blemish that was caused by the Work.
10. The Contractor its Subcontractors and equipment suppliers must comply with all applicable federal, State and local laws governing the safety and protection of persons or property, including, but not limited to the Michigan Occupational Safety and Health Act (MIOSHA), 1974 PA 154, as amended. The Contractor is solely responsible for initiating, maintaining and supervising all safety precautions. The Contractor must furnish, install and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the Work for protection of property, workers and the public.
11. If applicable, the Contractor must maintain at the site one copy of material safety data sheets (MSDS), one copy of all as-built/record documents and approved submittals, clarifications and interpretations.

C. Monitoring

1. Contractor must work with the Program Manager to define, within 30 days of award, to create a schedule of notification based on monitor events.
2. Intrusion Monitoring: The Contractor must initiate an appropriate response to an alarm incident within **two (2)** minutes of its occurrence. In the event of an incident, the Contractor must contact the appropriate parties, and notify them of the incident.
3. System Monitoring: The Contractor must notify the appropriate agency personnel, of all critical system trouble errors within two (2) minutes of its occurrence. Non-critical system trouble errors must be sent within fifteen (15) minutes and include location and time of signal.
4. Contractor must conduct, at a minimum, weekly remote tests of the main control panels and backup system.
5. Provide continuous intrusion alarm monitoring services for all designated facilities, the devices must communicate necessary information to the Contractor's central monitoring station. The Contractor must staff the central monitoring station twenty-four (24) hours per day, seven (7) days per week. There must be no interruption in monitoring services. The Contractor must not sub-contract central monitoring station or personnel.

Contractor will provide a designated representative for all meetings and communication with the Program Manager. Contractor utilizes an independent quality assurance inspector to verify that all conditions of the Contract are met to the satisfaction of the Program Manager. All panels will be programmed for remote status checks on a weekly basis and a report provided to the Program Manager. These checks will be executed on Thursday morning of each week to allow for any necessary repairs to be made before closing for the weekend.

D. System Repair/Maintenance Requirements

Non-Critical repairs and maintenance must be performed during normal business hours of branch offices unless the State requests otherwise or prior arrangements are made between the Contractor and the State. The Contractor must be a factory authorized dealer of installed equipment. Contractor staff, working on the security system, must be manufacturer trained and certified.



1. Warranty: Contractor must honor and provide manufacturer warranty service.
2. Repair: The Contractor must respond within four (4) hours to requests for repair services that are necessitated by system malfunction that, if not repaired, could result in a security breach. The Contractor must respond to requests for other, non-critical, repair services within twenty-four (24) business day hours of the request.
3. Maintenance: The Contractor must perform maintenance and repairs to the system so as to keep it in good operating order to the satisfaction of the State. Provide monthly analysis, to Agency personnel, of locations that should receive maintenance or repair services based on system performance and known equipment life spans. Maintenance activities include but are not limited to:
 - a. Remotely test all systems, including backup systems, on a monthly basis for connectivity and proper function.
 - b. Work with on-site State personnel to test all systems, including backup systems, on a monthly basis.
4. Zone labeling and descriptions must be up-to-date, accurate, and accessible to appropriate on-site staff.

E. Alerts

Item	Critical	Non-Critical
Breaking and Entering signal	X	
System Tampering	X	
System Failure	X	
Failed Equipment, including but not limited to:		
Low battery		X
Motion/Glass/Door sensor		X
Control Panel		X
Backup Radio		X
Loss of Power		X

Contact agency as directed by Program Manager and provided for in the Project Plan. All event notifications must be sent as outlined in the Project Plan and include the following: Location, time of event, type of signal, zone causing alarm, name of person(s) contacted, time of notification to police/fire (if required).

Contractor will maintain and provide records of all equipment installed in facilities and provide the duration and terms of any manufacturer warranty. Contractor is partnered with In2Gro (State vendor for repairs to MDOC video systems) to ensure response for all repairs are within the identified time limits. Contractor is a factory authorized dealer for all systems installed. Technicians have received manufacturer training and certification where applicable.

F. REPORTING

The Contractor must ensure the security systems are capable of generating reports containing the following information and within designated time lines. Reports will be provided electronically on a schedule developed with the Program Manager, in a modifiable format acceptable to the State.

Reports are to be consistent in format and accurate. Format must be approved by the Program Manager.

Contractor must provide an accurate “key”/glossary of codes and terms pertaining to system messages and reports.



1. Available Daily:
 - a) Signal and Dispatch Alert - Report must include location, time of event, type of signal, zone causing alarm, personnel contacted, time of notification to police/fire (if required), all subsequent actions taken, and Contractor's operator name/number receiving/handling signal.
 - b) Open/Close – Documents any time system is armed or disarmed. Report must include location, date, time, user code, user name.
2. Available Weekly:
 - a) Installation Schedule - Contractor's Project Manager will provide the Agency's Program Manager no less than a weekly update on status, preparations being made, and any schedule changes. Reports must be provided by location.
3. Available Monthly:
 - a) Alert Report
 - i) Location (location name and number)
 - ii) Type of Alert/Signal
 - iii) Date and time of Alert
 - iv) Zone access and/or access or user code causing Alert
 - v) Date and time Program Manager is notified of Alert
 - vi) When applicable, description of Contractor's action(s) taken
 - vii) Contractor's operator name/number receiving and handling Alert.
 - b) System Health Check – All locations must be tested. Within three (3) business days following the end of each month, Contractor must provide a monthly report including, but not limited to:
 - i) Location (location name and number)
 - ii) Date of remote alarm panel and radio test
 - iii) Date of on-site equipment check utilizing State personnel
 - iv) Pass/fail status of all equipment
 - v) In the event any failed status, provide summary of action taken or recommendation for solution
4. Other Periodic updates on individual locations – Provided when any change is made, Annually, or more frequently, upon request
 - a) Location Summary (individual or total) - Location name and number, Address, Phone Number, Fax Number, Account Number, Emergency Response Agency (police dpt(s). contact information.), Emergency contact information and call order, User Names, User Codes, User email, control panel make/model, and any special instructions (i.e. Service authorization requirements, account change requirements, etc.).
 - b) Activation/Deactivation History – Location name and number, User name, User code, Activation date, Deactivation date
 - c) Annual background report certification, stating all employees have been subjected to and passed a background check.
 - d) New Location Installation/Equipment Change - Detailed asset list, technical details, schematic layout, including zone information, for each location and any changes made throughout the contract term.
 - e) All component malfunction codes must be defined and provided to the Agency Program Manager and designees.
5. The State reserves the right to request other reports at no additional charge.

G. Training

1. Upon installation of a system, Contractor must provide, at no charge, on-site staff training in the operation of all security systems. Contractor's training program must remain consistent throughout the entire contract.
2. The Contractor must provide documentation and training materials to Program Manager.
3. Website access and report training must be provided to the Program Manager and designee(s).



H. Staffing

1. The Contractor must provide an overall organizational chart that details staff members, by name and title, including subcontractors, if any, and a summary of job duties.
 - i. Contractor Representative
The Contractor must provide Name, Title, Phone Number, and Email Addresses for any individual(s) specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to repairs, replacements, service, training, invoicing, reporting, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.
 - ii. Work Hours
The Contractor must provide Contract Activities during the State's normal working hours Monday, Tuesday, Thursday, and Friday 7:00 a.m. to 6:00 p.m. EST; Wednesdays from 7 am to 8 pm EST ("Work Hours").
 - iii. Customer Service Toll-Free Number
The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative and monitoring staff. The Contractor Representative must be available for calls during Work Hours. Monitoring staff must be available 24/7.
 - iv. Technical Support, Repairs, and Maintenance
The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs, and maintenance. The Contractor must be available for calls and service during Work Hours.

When providing technical support, the Call Center must resolve the caller's issue within **[60]** minutes. If the caller's issue cannot be resolved within **[4]** hours, on-site service must be scheduled. The on-site service must be performed no later than one business day.
 - v. Website Technical Support
Technical support must also be available for website questions and issues.
 - vi. Emergency Hours
Night and weekend hours may be required, depending on the requirements of the project. Costs for night and weekend hours will be noted separately on Schedule C – Pricing Sheet.
2. Disclosure of Subcontractors
If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
 - i. In2Gro (State vendor for repairs to MDOC video systems)
The legal business name, address, telephone number; a description of subcontractor's organization and services it will provide. Include information concerning subcontractor's ability to provide the Contract Activities.
 - ii. Prudential Alarm is partnered with In2Gro (State vendor for repairs to MDOC video systems) to ensure response for all repairs are within the identified time limits.
3. Contract Representative
 - i. The Contractor must supply the name(s), title, phone number, and email addresses for the personnel responsible for the implementation and management of this contract; describe the functions they will perform, including but not limited to:



- a) Individual(s) who will be directly responsible for the day-to-day operations of the Contract (“Contractor Representative”). Contractor Representative must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within four (4) hours.
- b) Service, Maintenance, Billing, Reporting, etc., if different from Contractor Representative.

During contract start-up and whenever service is being installed, upgraded, maintained, or removed the Contractor must provide a single point of contract that will serve as the project manager for the Contractor in completion of the scheduled work. The project manager will provide the Program Manager with at least a weekly update on the work, the preparations being made and any schedule changes related to the work.

- ii. Contractor’s Representative must be on-site during the following events:
 - a) Project Kickoff
 - b) System installs
 - c) System removals
- iii. Contractor will not remove any Contractor Representative from their assigned roles on this Contract without the prior notification to the State.

I. Security

- 1. Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data, State Systems or State facilities. Contractor must require all employees to have successfully passed a background check in accordance to State of Michigan rules and regulations. All investigations will include a Michigan State Police Background check (ICHAT) and may include a National Crime Information Center (NCIC) Finger Print check. Contractor will present attestation of satisfactory completion of such tests. Contractor is responsible for all costs and expenses associated with such background checks. Annual certification must be provided to the State Program Manager (May be provided with the annual insurance certification).
- 2. Contractor’s service personnel must be in a clean and neat uniform and display photo identification.
- 3. If the Contractor utilizes Subcontractors, they will be required to meet all the security requirements in this Section.

J. Additional Contract Activities

- 1. Transition
 - i. Transition In:
 - a) The Contractor information:
 - Current service locations
 - Prudential Virtual Guard Services, Inc,
 - DBA Prudential Alarm
 - 25900 Greenfield Road, Suite 144
 - Oak Park, Michigan 48237
 - b) Equipment list included in Schedule B Pricing.
 - c) The Contractor will be responsible for the following:
 - 1) Establishing a plan within 30 days of contract signature. This plan must be submitted to the Program Manager
 - 2) Implementing said plan to refresh or upgrade of the deployed alarm systems in the current and any additional locations identified by MDOS.
 - 3) All installations must be in place by September 30, 2019.



ii. Transition Out:

- a) The current Contractor will provide the State the following items:
 - 1) List of assets, by location, including but not limited to:
 - i) Technical/Schematic layout of each system
 - ii) System installation date
 - iii) Brand, model numbers
 - iv) SIM Card information
 - 2) Complete, written report of any in-progress project
 - 3) Employee access/code information, by location
 - 4) Emergency contact information, by location
 - 5) Special instructions, by location
- b) Location Summary (individual or total) - Location name and number, Address, Phone Number, Fax Number, Account Number, Emergency Response Agency (police dept(s). contact information.), Emergency contact information and call order, User Names, User Codes, User email, control panel make/model, and any special instructions (i.e. Service authorization requirements, account change requirements, etc.).
- c) Any reports must include a "key" or glossary of terms.

K. Project Plan

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

Contractor will provide a detailed Installation Program Plan of model facility provided (As Schedule D) as a model for comparison and planning for all future facilities.

1. Provide samples of reporting with proposal

As part of its proposal the Contractor must provide a sample project plan that details a typical installation of the system(s) the Contractor proposes to utilize in this contract. Including but not limited to an equipment list, removal and disposal task timeframes, installation, testing, and training.

L. Meetings

The Contractor must attend the following meetings:

1. Contract Kick-Off Meeting – to be held within 30 calendar days of the award of contract.
2. Transition Meetings as locations are upgraded into this contract.
3. Project Update Meetings as needed when locations are scheduled to be upgraded into this contract.
4. Annual Review Meeting
5. The State may request other meetings, as it deems appropriate.

M. Ordering

1. Authorizing Document

The appropriate authorizing document for the Contract will be a Purchase Order.

2. Invoice and Payment

a. Invoice Requirements

Electronic submission is allowable; all invoices submitted to the State must include:

- i. Date
- ii. Purchase Order Number



- iii. Contract Number
- iv. State of Michigan Agency Name
- v. Service Location
- vi. Description of Goods or Services
- vii. Quantity
- viii. Unit Price
- ix. Labor
- x. Shipping Cost (if any)
- xi. Total Price
- xii. Contractor must attach supporting documentation for all services beyond that of the monthly monitoring fee (i.e. Field Service Report – signed by location manager)

3. Overtime, holiday pay, and travel expenses will not be paid.

4. Payment Methods

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

5. Procedure

All invoices will be sent to Program Manager.

N. Acceptance

Acceptance, Inspection, and Testing

The acceptance criteria for these services will be performance based. The Program Manager will observe and review the performance of project activities and tasks.

1. Upon completion of any system repair, replacement, enhancement, or equipment installation, the Contractor must conduct a functional test of the complete security system for the applicable Agency, demonstrating complete operation of each device and that the security system functions as specified. Such tests must include, but not be limited to, demonstration of system operation with loss of power and reactivating the system from a “down” condition. The State will use the following criteria to determine acceptance of the Contract Activities:
 - a. Removal and installation of equipment is performed within the approved scheduled time period.
 - b. System is fully operational
 - c. All applicable state and local permitting and inspection requirements have been satisfied
 - d. Training has been completed
 - e. Reports have been submitted and approved
2. All required responses are completed, as required.
3. Monthly invoicing is complete, accurate, and timely.
4. Reporting is complete, accurate, and provided as specified.

O. Service Level Agreements

Service Level Agreement credits:

1. Failure to notify Program Manager of any critical alert, as required.
 - a. 100% credit of monthly monitoring fee for that month, per location.
2. Failure to notify Program Manager of any non-critical alert, as required.
 - a. 1st instance per month: 50% credit of monthly monitoring fee for that month, per location.
 - b. 2nd instance per month: 100% credit of monthly monitoring fee for that month, per location.
3. Failure to provide critical repair as required:
 - a. 1st instance per month: 50% credit of applicable labor rate, per location.



- b. 2nd instance per month: 75% credit of applicable labor rate, per location.
- 4. Failure to conduct system health check of all locations, as required
 - a. 1st instance per 12 month period: 50% credit of monthly monitoring fee for that month, per location.
 - b. 2nd instance per 12 month period: 75% credit of monthly monitoring fee for that month, per location.
- 5. Failure to provide complete, accurate, and timely invoices
 - a. 10% credit on overall invoice for that month, per location.



Schedule B – Pricing

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: 1.5 % discount off invoice if paid within 15 days after receipt of invoice.

3. Tax will be excluded from price. Sales Tax will be excluded for purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.