



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 **3**
 to
 Contract Number **180000001151**

CONTRACTOR	SAFEWARE INC
	4403 Forbes Blvd
	Lanham, MD 20706
	Kurt Wilhelm
	847-505-9089
	kwilhelm@safewareinc.com
	CV0058894

STATE	Program Manager		MULTI
	Contract Administrator	Nichole Harrell	DTMB
		517-636-0313	
		harrelln@michigan.gov	

CONTRACT SUMMARY

PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2023	5 - 1 Year	September 30, 2023

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> 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"/>		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$25,000,000.00	\$20,000,000.00	\$45,000,000.00

DESCRIPTION

Effective December 6, 2022, the value of this Contract is hereby increased by \$20,000,000.00. 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 6, 2022.



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CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 180000001151

CONTRACTOR	SAFEWARE INC
	4403 Forbes Blvd
	Lanham, MD 20706
	Kurt Wilhelm
	847-505-9089
	kwilhelm@safewareinc.com
	CV0058894

STATE	Program Manager	Ryan Cross	MULTI
		517-342-4840	
	crossr1@michigan.gov		
	Contract Administrator	Nichole Harrell	DTMB
517-449-9245			
harrelln@michigan.gov			

CONTRACT SUMMARY				
PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2018	September 30, 2023	5 - 1 Year	September 30, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		Refer to Section 2.1. Time Frames		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> 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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$22,000,000.00	\$3,000,000.00	\$25,000,000.00		
DESCRIPTION				
Effective September 13, 2022, the value of this Contract is hereby increased by \$3,000,000.00. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on September 13, 2022.				

Contract Number: **180000001151**
Change Notice Number (if applicable): **2**

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

	AGENCY	NAME	PHONE	EMAIL
1	DTMB	Ryan Cross	517-342-4840	crossr1@michigan.gov
2	MSP	Victoria Olivarez	517-242-7731	olivarezv1@michigan.gov
3	MDHHS	Vicki Dekruger	517-241-5717	dekrugerv@michigan.gov
4	MDOC	Arnold VandeMark	517-335-2083	vandemarka@michigan.gov
5	DMVA	Greg Pawlak	517-481-7655	pawlakg@michigan.gov
6	DNR	Brook Jones	517-388-6833	jonesb30@michigan.gov
7	EGLE	Lisa VanOstran	517-599-7680	vanostranl@michigan.gov
8	MDOT	Laura Dotson	517-230-1612	DotsonL2@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 1
 to
 Contract Number 180000001151

CONTRACTOR	SAFEWARE INC
	4403 Forbes Blvd
	Lanham, MD 20706
	Kurt Wilhelm
	847-505-9089
	kwilhelm@safewareinc.com
	CV0058894

STATE	Program Manager	Varies	MULTI
STATE	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY

PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND RELATED SERVICES, U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE CONTRACT- STATEWIDE (THIS IS AN OPTIONAL USE CONTRACT)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2023	5 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
		Refer to Section 2.1. Time Frames	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> 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"/>		September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,000,000.00	\$10,000,000.00	\$22,000,000.00		

DESCRIPTION

Effective August 21, 2021 this contract is adding funding in the amount of \$10,000,000.00.

The Contractors Representative is revised to Kurt Wilhelm, Kwilhelm@safewareinc.com, 847-505-9089. The State's Contract Administrator is revised to Valerie Hiltz, DTMB Central Procurement Services, HiltzV@michigan.gov, 517-249-0459.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, DTMB Central Procurement Services approval and the approval of the State Administrative Board on August 24, 2021.

Contract Number: **180000001151**
Change Notice Number (if applicable): 1

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

	AGENCY	NAME	PHONE	EMAIL
1	DTMB	Ryan Cross	517-342-4840	crossr1@michigan.gov
2	MSP	Victoria Olivarez	517-242-7731	olivarezv1@michigan.gov
3	MDHHS	Vicki Dekruger	517-241-5717	dekrugerv@michigan.gov
4	MDOC	Arnold VandeMark	517-335-2083	vandemarka@michigan.gov
5	DMVA	Greg Pawlak	517-481-7655	pawlakg@michigan.gov
6	DNR	Brook Jones	517-388-6833	jonesb30@michigan.gov
7	EGLE	Lisa VanOstran	517-599-7680	vanostranl@michigan.gov



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48933
P.O. BOX 30026, LANSING, MICHIGAN 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171 180000001151**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	Safeware, Inc.
	4403 Forbes Blvd
	Lanham, MD 20706
	Rick Bond
	301-542-3258
	rbond@safewareinc.com
	CV0058894

STATE	Program Manager	Ryan Cross	DTMB
		517-342-4840	
		crossr1@michigan.gov	
STATE	Contract Administrator	Sue Cieciva	DTMB
		517-249-0458	
		cieciwas@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: Public Safety and Emergency Preparedness Equipment and Related Services, U.S. Communities Government Purchasing Alliance Contract – Statewide. This is an optional use contract.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2018	September 30, 2023	5 – One Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
1% 10 Days, Net 45		Refer to Section 2.1 Time Frames	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
There is no minimum order size.			
MISCELLANEOUS INFORMATION			
This Contract is based on the U.S. Communities Government Purchasing Alliance cooperative purchasing contract between Fairfax County, Virginia, and Safeware, Inc. under Master Agreement #4400008468 (the "Master Agreement") and competitively solicited by Fairfax County, Virginia as the lead agency. The terms and conditions of this Contract # 171 180000001151 (the "Contract"), as negotiated between Safeware, Inc. and the State of Michigan, supersede and take precedence over the terms and conditions of the Master Agreement.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$12,000,000.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Pam Platte, Category Director, Commodities Division
Name & Title

DTMB, Central Procurement Services
Agency

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Safeware, Inc. (“**Contractor**”), a Maryland corporation. This Contract is effective on October 1, 2018 (“**Effective Date**”), and unless terminated, expires on September 30, 2023.

This Contract may be renewed for up to five additional one year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

This Contract is based on the U.S. Communities Government Purchasing Alliance cooperative purchasing contract between Fairfax County, Virginia, and Safeware, Inc. under Master Agreement #4400008468 (the “**Master Agreement**”) and competitively solicited by Fairfax County, Virginia as the lead agency. The terms and conditions of this Contract, as negotiated between Safeware, Inc. and the State of Michigan, supersede and take precedence over the terms and conditions of the Master 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:	If to Contractor:
Sue Cieciva DTMB, Central Procurement Services Constitution Hall, 1 st Floor, NE 525 West Allegan St.	Rick Bond Safeware, Inc. 4403 Forbes Blvd Lanham, MD



Lansing, MI 48933 Email: ciecivas@michigan.gov Phone: 517-249-0458	Email: rbond@safewareinc.com Phone: 301-542-3258
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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: Sue Cieciva DTMB, Central Procurement Services Constitution Hall, 1 st Floor, NE 525 West Allegan St. Lansing, MI 48933 Email: ciecivas@michigan.gov Phone: 517-249-0458	Contractor: Rick Bond Safeware, Inc. 4403 Forbes Blvd Lanham, MD Email: rbond@safewareinc.com Phone: 301-542-3258
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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: Ryan Cross DTMB, Infrastructure Protection 615 W. Allegan Street Lansing, MI 48933 Email: crossr1@michigan.gov Phone: 517-342-4840	Contractor: Kurt Wilhelm Safeware, Inc. 4403 Forbes Blvd Lanham, MD Email: kwilhelm@safewareinc.com Phone: 847-505-9089
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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 04.
Automobile Liability Insurance	
<u>Minimal Limits:</u> If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	Contractor must have their policy include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u>	Waiver of subrogation, except where waiver is prohibited by law.



Coverage according to applicable laws governing work activities.	
Employers Liability Insurance	
Minimal Limits:	
\$500,000	Each Accident
\$500,000	Each Employee by Disease
\$500,000	Aggregate Disease.

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. **Reserved.**

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. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities will be specified in the applicable manufacturer's warranty assigned or otherwise transferred to the State for such Contract Activities.
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/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

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

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

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

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 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 and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** 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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Prevailing Wage.** Contractor must comply with prevailing wage requirements, to the extent applicable to this Contract.

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 exhibits, 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, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, 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.



Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a “**federally assisted construction contract**” as defined in [41 CRF Part 60-1.3](#), and except as otherwise may be provided under [41 CRF Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.



7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management \(SAM\)](#), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



STATE OF MICHIGAN

SCHEDULE A

Public Safety and Emergency Preparedness Equipment and Related Services

STATEMENT OF WORK CONTRACT ACTIVITIES

SCOPE

This Contract is part of a U.S. Communities Government Purchasing Alliance cooperative purchasing contract competitively bid by Fairfax County, Virginia, (Lead Agency). Refer to Public Safety and Emergency Preparedness Equipment and Related Services Master Agreement #4400008468 between Fairfax County, Virginia and Safeware, Inc. In addition, refer to the Addendum #1 to the Master Intergovernmental Cooperative Purchasing Agreement (Exhibit A) between U.S. Communities and Fairfax County, Virginia attached as Exhibit 1 to Schedule A. This is a Statewide, optional use contract for the procurement of a variety of products and equipment in the areas of Homeland Security, Public Safety, Disaster Response, Emergency Preparedness and other related needs for all State of Michigan agencies and MiDEAL members.

1. General Requirements

1.1. Product Specifications

The Contractor must provide the following:

All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the Public Safety and Emergency Preparedness and Related Services Master Agreement #4400008468, per attached Exhibit 2 to Schedule A, Detailed Specifications for Public Safety Categories.

1.2. Warranties

The warranty for products procured under this Contract shall be the warranty offered by the manufacturer.

1.3. Recall Requirements and Procedures

The Contractor will advise the State's Program Manager, Contract Administrator, and Ordering Entity via e-mail of any product recalls as they become aware of any recall notifications within 10 business days. The Contractor will work with the State to remedy the recalled products in accordance with the manufacturer's recall procedures.

1.4. Quality Assurance Program

The Contractor must maintain a quality control system consistent with industry practices and standards.

1.5. Incentives

For orders in excess of \$20,000.00, the Contractor will seek additional discounts from the manufacturer and will pass along those additional discounts to the State.

2. Service Levels

2.1. Time Frames

The Ordering Entity shall contact the Contractor directly for delivery time frames and reference the U.S. Communities Program and this Contract. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

2.2. Installation

Installation if required, will be addressed, on a case by case basis, specific to the item.

2.3. Training

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

2.4. Reporting

The Contractor must submit to the State's Program Manager and Contract Administrator within 10 days from the last day of every quarter a purchase history report of all purchases itemized by State Agency and MiDEAL members. Report will provide details of the description of product or service, quantities, and costs. Within 30 calendar days of the Effective Date, the Contractor will submit a final report format to the State's Program Manager for final approval.



The State and/or Program Manager reserves the right to request additional reports as deemed necessary, which shall be at no charge.

2.5. Meetings

The State or its MiDEAL members may request meetings as it deems appropriate, which shall be at no charge.

3. Staffing

3.1 Contractor Representative

The Contractor must appoint a single point of contact, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative"). The Contractor will name an assigned delegate as back up should the Contractor Representative be unavailable.

Contractor Representative

John McLoughlin, Inside Sales Representative – For Quotes and Orders

Email: jmcloughlin@safewareinc.com

Phone: (800) 331-6707 x 1240

Cell Phone: (678) 429-2484

Fax: (301) 683-1236

3.2 Account Manager

The Contractor must appoint an Account Manager who will be directly responsible for the day to day operations of the Contract. The Account Manager must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within one business day.

Account Manager

Kurt Wilhelm, Senior Account Manager

Email: kwilhelm@safewareinc.com

Phone: 847-505-9089

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative or Account Manager.

The Contractor appoints the following executive contact for escalation of any issues under this Contract.

Vice President of Sales

Rick Bond

Email: rbond@safewareinc.com

Phone: 301-542-3258

3.3. Customer Service Toll-Free Number

The Contractor must have staff available for customer service calls Monday through Friday during the hours of 8 am to 5 pm EST.

Customer Service

John McLoughlin, Inside Sales Representative

Email: jmcloughlin@safewareinc.com

Phone: (800) 331-6707 x 1240

Cell Phone: (678) 429-2484

Fax: (301) 683-1236

3.4. Disclosure of Subcontractors

The Contractor does not intend to utilize subcontractors. If the Contractor would ever need to utilize subcontractors, the Contractor must disclose the following:

- a. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- b. The relationship of the subcontractor to the Contractor.
- c. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- d. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- e. The Subcontractor cannot begin work until State of Michigan approval is issued via contract change notice.



3.5. Security

The Contractor's personnel may be required to make deliveries to or enter State of Michigan facilities. The Contractor performs background checks and drug testing on its personnel. The State may require the Contractor's personnel to wear State issued identification badges.

4. Pricing

Please refer to Schedule B, Pricing for Contractor's Pricing Structure.

To receive contract item information and/or quotes, Ordering Entities shall contact the Contractor directly for pricing and reference the U.S. Communities Program and this Contract to assure they are receiving Contract pricing:

Inside Sales Representative – For Quotes and Orders

John McLoughlin

Email: jmcloughlin@safewareinc.com

Phone: (800) 331-6707 x 1240

Cell Phone: (678) 429-2484

Fax: (301) 683-1236

Most Favorable Pricing

The quoted price for all categories is the most favorable offered to state and local agencies. Some items may be purchased in a very large quantity on a one time basis. Such pricing will be made available to U.S. Communities customers if they purchase in a similar volume.

For product details, please refer to the Contractor's on-line catalog <http://www.safewareinc.com/>.

4.1. Price Term

The Contractor shall hold the discount rate of 42% for equipment and 10% for services firm for the initial five (5) year Contract term, including the renewal periods.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Purchase Order (PO)/Delivery Order (DO) referencing this Contract (Blanket Purchase Order)/Master Agreement (MA) or a procurement card transaction.

5.2 Order Verification

The Contractor must have internal controls, to verify abnormal orders and to ensure that only authorized individuals place orders and that non-State entities are current MiDEAL Members www.michigan.gov/mideal.

5.3 Minimum Order

There is no minimum order requirement.

5.4 Emergency Ordering – After State Business Hours

Contractor must provide emergency response capabilities 24 hours per day, 7 days per week, 365 days per year.

In the event of an emergency after State business hours, the Contractor provides the following contacts:

Kurt Wilhelm, Senior Account Manager

Email: kwilhelm@safewareinc.com

Phone: 847-505-9089

Rick Bond, Vice President of Sales

Email: rbond@safewareinc.com

Phone: 301-542-3258

After-hours emergency service- 888-GO – ANSWER

6. Delivery

6.1. Delivery Programs

Products sold by the Contractor are either sourced from their own distribution centers or directly from the manufacturer. The Contractor uses several national and regional carriers, as well as UPS and FedEx for the actual shipping of products.

All pricing includes standard freight, e.g. UPS and FedEx standard ground shipping. Expedited shipping specifically requested by the Ordering Entity such as UPS Next Day or special services including courier delivery, will be billed



actual freight charges. Hazardous shipments as defined by US Department of Transportation, typically calibration gas supplied under this Contract, will be billed the hazardous material shipping fees, typically a \$35-50 fee. The Contractor will quote any costs associated with expedited shipping or any applicable hazardous material shipping fees to the Ordering Entity for approval before the order is placed.

6.2. Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

7. Acceptance

7.1. Acceptance, Inspection and Testing

The acceptance process is defined in Section 16. of the Standard Contract Terms, unless otherwise defined in this section.

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) contract/aster agreement number; (c) delivery order/purchase order; (d) quantity; (e) description of the Contract Activities; (f) unit price; (g) shipping cost (if any); and (h) total price.

8.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT) or Procurement Card (P-Card).

9. Licensing Agreement

The Contractor must provide a copy of any applicable licensing agreement.

10. Additional Requirements

10.1. Environmental and Energy Efficient Products

The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States department of agriculture certified bio based product label.

10.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under this Contract.

10.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

10.4. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.



Exhibit 1 to Schedule A

ADDENDUM #1

To the Master Intergovernmental Cooperative Purchasing Agreement

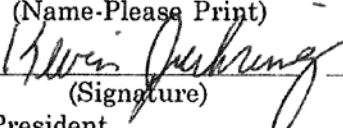
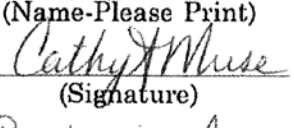
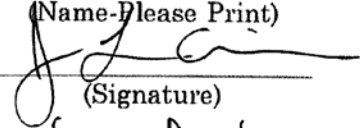
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Reference to Contract Number 4400008468

The purpose of this Addendum is to clarify the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”) in reference to Contract Number 4400008468 (the “Contract”) for Public Safety and Emergency Preparedness Equipment and Related Services.

Notwithstanding any provision in any version of the MICPA which may have been executed by Fairfax County, Virginia, (“Fairfax County”) the Lead Public Agency for the Contract, Fairfax County and U.S. Communities acknowledge that the State of Michigan (the “State”), a Participating Public Agency, will not indemnify Fairfax County, nor any other person or entity, from any liability that may arise from or relate to any action or inaction of the State. In addition, Fairfax County, U.S. Communities, and the State agree that the version of the MICPA that will apply to the State as a Participating Public Agency is the MICPA dated 08.01.18 and is attached as Exhibit A below. In the event of a conflict between the terms of this Addendum and Exhibit A, this Addendum takes precedence; in the event of a conflict between the terms of Exhibit A and any other version of the MICPA, Exhibit A will take precedence; and any additional, different, or non-negotiated terms in any other version of the MICPA are not binding on the State for any purpose. This Addendum and Exhibit A may not be amended except by signed agreement between the parties.

The signatories below are duly authorized to sign on each party's behalf:

U.S. Communities	Fairfax County	The State
<u>Kevin Juhring</u>	<u>Cathy A. Muse</u>	<u>Sared Ambrosio</u>
(Name-Please Print)	(Name-Please Print)	(Name-Please Print)
		
(Signature)	(Signature)	(Signature)
President	Purchasing Agent	Sourcing Director
(Title)	(Title)	(Title)
<u>September 14, 2018</u>	<u>9/25/2018</u>	<u>9-26-18</u>
(Date)	(Date)	(Date)

**Exhibit A**

U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and



acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the applicable laws and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall be responsible for its own conduct to the extent permitted by law.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

MICPA Version 08.01.18



STATE OF MICHIGAN

Public Safety and Emergency Preparedness Equipment and Related Services

Exhibit 2 to Schedule A

DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIES

1. **Personal Protective Equipment**

Equipment worn to protect the individual from hazardous materials and contamination in the workplace including, a chemical/biological threat environment. Examples include the following: chemical resistant suits, escape masks, gloves, coveralls, helmets, eye protection, hi-visibility clothing, safety footwear, respiratory protective equipment, SCBAs, etc.

2. **Explosive Device Mitigation and Remediation Equipment**

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment, such as:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Ballistic Threat Body Armor & Helmets (not for riot suppression)
- Blast and Ballistic Threat Eye Protection (not for riot suppression)
- Blast and Overpressure Threat Ear Protection (not for riot suppression)
- Fire Resistant Gloves
- Disarmer/Disrupter
- Real Time X-Ray Unit; Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Robot; Robot Upgrades
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection
- Inspection mirrors
- Ion Track Explosive Detector

3. **Environmental Monitoring**

Items such as: chip measurement systems, passive dosimeter badges, diffusion tubes, detector tube systems, air sampling pumps, gas detection monitors, confined space monitors, photo-ionization detectors, and protection against additional unseen hazards (radiation and noise levels).

4. **CBRNE Search and Rescue Equipment**

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

- Hydraulic tools; hydraulic power unit
- Listening devices; hearing protection
- Search cameras (including thermal and infrared imaging)
- Breaking devices (including spreaders, saws and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans

5. **Interoperable Communications Equipment**

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. Includes system design, installation, service and maintenance. Products include:

- Land Mobile, Two-Way In-Suit Communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)



- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software
- Mobile Display Terminals

6. Detection Equipment

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Detection Kits/Paper for all chemical agent identification and detection
- Multi-Gas Meters
- Hazard Categorizing (HAZCAT) Kits
- Surface Acoustic Wave Detector
- Spectrometers
- Colormetric Tube/Chip Kit specific for TIC s and CBRNE applications
- Leak Detectors (soap solution, ammonium hydroxide, etc)
- pH Paper/pH Meter
- Protective cases for sensitive detection equipment storage & transport
- Point Detection Systems/Kits (Immunoassay or other technology)
- Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma), Personal Dosimeters, Scintillation Fluid (radiological) pre-packaged

7. Decontamination Equipment

Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination. Such items include:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically- safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill Containment Devices
- Overpak Drums
- Cadaver Bags
- Hand Carts
- Waste water classification kits/strips
- HEPA (High Efficiency Particulate Air) Vacuum for dry decontamination

8. Hazardous Materials Storage

- Storage cabinets
- Safety cans

9. Spill Control and Containment

- Spill treatment agents
- Infectious materials cleanup kits
- Sorbents
- Non-sparking tools
- Hazardous material vacuums
- Environmental containment

10. Physical Security Enhancement Equipment



Includes equipment and installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service and maintenance.

11. Surveillance, Warning, Access/Intrusion Control Ground

- Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
- Barriers: Fences; Jersey Walls
- Impact Resistant Doors and Gates
- Portal Systems; locking devices for access control
- Alarm Systems
- Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
- Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
- X-Ray Units
- Magnetometers
- Vehicle Identification – Visual, Electronic, Acoustic, LASER, RADAR

12. Explosion Protection

- Blast/Shock/Impact Resistant Systems
- Protective Clothing
- Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
- Robotic Disarm/Disable Systems

13. Fire and Emergency Response

- Firefighting/Rescue/EMS - apparel (structural, suspenders, wildland, rescue EMS, station wear, high visibility, gear racks), helmet/hoods, gloves, boots, SCBA/respirators, eyewear, ear plugs/muffs, knee/wrist/back protectors, communications, RIT/RIC/escape devices, accountability, rehab, incident command, bags/packs/web gear, thermal imagers, search cameras/listening systems, flashlights/scene lighting, hand tools, ladders, ventilation, extinguishers, dry chemicals/foam, hoses/nozzle/appliances, rescue tools, rope/rigging, patient care, and traffic safety
- Hazmat/WMD: Apparel, gloves, boots, SCBA respirators, instrumentation, lead repair/control, sorbents/neutralizers, overpacks, containment, vacuums, and decon
- Law Enforcement: Apparel, eyewear, headsets/ear plugs, gloves, SCBA/respirators, flashlights/scene lighting, thermal imaging, traffic safety
- Mass Casualty: Shelters/trailers, incident command, med/surge, decontamination, fatality management, multi-use/temporary housing, environmental controls/support equipment, patient management, and scene management

14. Traffic Safety

- Traffic safety apparel: Class I, II, and III
- Traffic safety tapes (delineator tapes and warning and barricade tapes)
- Traffic control products: cones, delineator posts, flags, triangles, signs and the stands that hold them, paddles, vests for road crews, law enforcement, and emergency response personnel, fences, wind socks, and emergency kits
- Message boards, flares

15. Facility Safety and Maintenance

- Communications
- Eyewashes and showers (portable, mounted, combinations, and mixing valves)
- Fire extinguishers
- Label Makers (portable and benchtop)
- Lighting (hand lights, headlamps, personal, and lanterns and area lighting)
- Lockout/Tagout (stations, padlock and hasps, electrical, confined space, and valve)
- Maintenance (abrasives, adhesives, sealants and tapes, electrical, HVAC and plumbing, janitorial, lubricants and penetrants, MRO, paint, tarps, hand tools, power tools, measuring and leveling, lawn and garden, and welding)
- Material handling and storage (bins, bottle carriers, carts, chests and lockers)
- Matting (antifatigue and specialty)
- Signs and tags



- Waste disposal
- Wipers

16. Fall Protection and Confined Space

Systems and equipment to protect from death and injury when working in a confined space, or working at height aiding in fall arrest, worker positioning, restraint, suspension, rescue. Including, but not limited to items such as:

- Self-Retracting life lines (SRLs), tripods, blowers, harnesses, rope, carabiners, etc.

17. Medical and First Aid Supplies

- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin and non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat-Stress relief such as fluid replacement drinks and coolers

18. CBRNE Reference Materials

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- NFPA Guide to hazardous materials
- NIOSH Hazardous Materials Pocket Guide
- North American Emergency Response Guide
- Jane's Chem-Bio Handbook
- First Responder Job Aids

19. AEDs

Portable, personal, and medical automatic external defibrillators, AED trainers, accessories and replacement parts.

20. Ammunition/Less than Lethal Munitions

Including ammunition for police weapons and munitions such as OC Spray, rubber bullets, flash bangs, crowd and riot suppressants.

21. Civil Disturbance Gear

All gear necessary for officer protection and control during civil disturbance events/riots. Including, but not limited to:

- Shields, riot helmets, pad, FR outerwear, FR base layer, boots, gloves, duty belts, batons, animal protection (horses, canine)

22. Dive Gear/Underwater Recovery/Water Safety

- dive suits, underwater robots, boats, dry suits, Personal Flotation Devices (PFDs)

23. Police Fleet Management Products

Equipment relating to the outfitting and maintenance of vehicles, including but not limited to sirens, lights, speed cameras, RADAR.

24. Law Enforcement Software

Including but not limited to facial recognition products, shot tracking software, license plate recognition, any criminal investigative software.

NOTE: This category is restricted from purchase for State Agencies, however if there is a future need, it may be unrestricted via Contract Change Notice with the applicable Contract Terms.

25. Public Safety Aviation - Helicopters

Equipment and services related to the purchase of helicopter and associated maintenance, UAV, UAW, and accessories, aviation software, aircraft.

26. Public Safety Uniforms



Class A uniforms, Class B uniforms, BDUs, NFPA compliant footwear.

27. Vehicles

Any public safety vehicles including but not limited to: armored vehicles, ATVs, Command vehicles, bomb trucks.

28. Trainers and Training Equipment

For example fire trainers, simulators, training props.

29. Vending Solutions

Service and equipment to supply and manage an on-site vending program with contract relevant contents for refill, such as PPE, eyewear, ear plugs, gloves, etc. Solution to include:

- Real time usage reporting by employee, item, department, or cost code
- Low stock/out of stock alert for both supplier and customer
- Ability to restrict items by time, item, employee, or usage
- Ability to dispense both large and small items

30. Related Products and Services

Any related public safety and emergency preparedness products and services offered by supplier.



STATE OF MICHIGAN

Public Safety and Emergency Preparedness Equipment and Related Services

SCHEDULE B PRICING

1. The pricing schedule for the Contract Activities is listed below.
2. Prices include 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).
3. Pricing is the maximum rate and/or pricing allowed under this Contract. In addition, pricing may be negotiated to a lower rate and/or price. Items not specifically listed in the catalog may be purchased under this Contract at the below noted discount rate.
4. For orders in excess of \$20,000.00, Contractor will seek additional discounts from the manufacturer and will pass along those additional discounts to the State.

Public Safety General Product Categories:

Contractor's pricing is based on Safeware-Mallory's Published Catalog Price Lists with a fixed percentage discount of 42% across all product categories.

1. Personal Protective Equipment (PPE)
2. Explosive Device Mitigation and Remediation Equipment
3. Environmental Monitoring
4. CBRNE Search & Rescue Equipment
5. Interoperable Communications Equipment
6. Detection Equipment
7. Decontamination Equipment
8. Hazardous Materials Storage
9. Spill Control and Containment
10. Physical Security Enhancement Equipment
11. Surveillance, Warning, Access/Intrusion Control
12. Explosion Protection
13. Fire and Emergency Response
14. Traffic Safety
15. Facility Safety and Maintenance
16. Fall protection and Confined Space
17. Medical and First Aid Supplies
18. CBRNE Reference Materials
19. Automated External Defibrillators (AEDs)
20. Ammunition/Less than Lethal Munitions
21. Civil Disturbance Gear
22. Dive Gear/Underwater Recovery/Water Safety
23. Police Fleet Management Products
24. Law Enforcement Software

NOTE: This category is restricted from purchase for State Agencies, however if there is a future need, it may be unrestricted via Contract Change Notice with the applicable Contract Terms.

25. Public Safety Aviation- Helicopters
26. Public Safety Uniforms
27. Vehicles
28. Trainers and Training Equipment
29. Vending Solutions
30. Related Services



Services

For purchases of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware's list price, per Technical Service Rates below

Safeware-Mallory Technical Services Rates Department Service

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Flow Testing	Posichek Bench Test for the following Manufacturer's; Avon, Draeger, MSA, Scott & Survivair	Repairs & Batteries Not Included, Onsite Service fees may apply	\$ 65.00	10%	\$ 58.50	ea
Flow Testing-Interspiro	Posichek 3 Bench Test for the following Manufacturer's; Interspiro	Repairs & Batteries Not Included, Onsite Service fees may apply	\$ 95.00	10%	\$ 85.50	ea
Hydrostatic Testing	Pressure testing up to 4500 psi, includes devalving & o-ring replacement	Excludes refill; Pick-up and delivery fees may apply	\$ 27.00	10%	\$ 24.30	ea
Cylinder Refill 4500 psi	Breathable air cylinders up to 4500 psi	Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply	\$ 8.00	10%	\$ 7.20	ea
DOT Hydrostatic Testing	Hydrostatic testing 6000 lb	Hydro Testing	\$ 75.00	10%	\$ 67.50	ea
Cylinder Refill 6000 psi	Breathable air cylinders up to 6000 psi	Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply	\$ 32.00	10%	\$ 28.80	ea
Compressor Service 1 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluation, Parts & labor for 50hr preventative maintenance, (1) ea. Air sample, calibration & certification service. Additional repair fees not included.	\$ 2,470.00	10%	\$ 2,223.00	ea



Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Compressor Service 4 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluations performed quarterly, Parts & labor for 50hr preventative maintenance, (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	\$ 3,895.00	10%	\$ 3,505.50	ea
Compressor Service 12 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluations performed monthly, Parts & labor for 50hr preventative maintenance, (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	\$ 5,415.00	10%	\$ 4,873.50	ea
Air Sample	Breathable Air Testing, Grade D Air Quality	Air Sample Draw	\$ 285.00	10%	\$ 256.50	ea
Fit Testing , Qualitative	Respiratory Manual fit test service; Bitrex	Per Mask	\$ 45.00	10%	\$ 40.50	ea
Fit Testing, Quantitative	Respiratory Computer aided fit test service	Per Mask	\$ 45.00	10%	\$ 40.50	ea
Mask Cleaning	Cleaning & disinfecting of face mask only	Replacement parts not included	\$ 50.00	10%	\$ 45.00	ea
SCBA Cleaning	Clean, disinfect & inspection service includes Case	Replacement parts not included	\$ 95.00	10%	\$ 85.50	ea
Fire Hose Testing	Pressure Testing	Price per linear foot up to 4" hose	\$ 0.95	10%	\$ 0.86	LF
Fire Hose Repair	Nozzle & appliance repair	Call for Quote			\$ -	ea



Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Fire Hose Coupling Repair	Hose recouping	Call for Quote			\$ -	ea
Breather Box	Air Systems Breather Box service: Function test	(1) each Air sample certification & Calibration service	\$ 350.00	10%	\$ 315.00	ea
Level A Suit Testing	Pressure testing with annual certification	A Letter of decontamination certification must be attached to each suit prior to service	\$ 105.00	10%	\$ 94.50	ea
Evaluation	Evaluation Fee for Gas Detection service only- refused repair	Fee is waived if new instrument is purchased through Safeware	\$ 75.00	10%	\$ 67.50	ea
Calibration Service	Portable Gas Detection service to include preventative maintenance, calibration & software upgrades	Price based on standard 4 gas mix, Repair parts & labor not included	\$ 95.00	10%	\$ 85.50	ea
Fixed System Gas Detection	Preventative Maintenance, calibration & software upgrade	Price per sensor site; Onsite Service Fee will apply to this service, Repair parts & labor not included; Call for Quote			\$ -	ea
Emergency Shelter Cleaning Small	Clean & disinfect; less then 350 sq foot deployment area	Pick up & delivery fees not included	\$ 670.00	10%	\$ 603.00	ea
Emergency Shelter Cleaning Medium	Clean & disinfect; 351 to 499 sq foot deployment area	Pick up & delivery fees not included	\$ 950.00	10%	\$ 855.00	ea
Emergency Shelter Cleaning Large	Clean & disinfect, 500+ sq foot deployment area	Pick up & delivery fees not included	\$ 1,170.00	10%	\$ 1,053.00	ea
Fixed Fall Protection Systems	Design, install & training service for Horizontal Lifeline/fixed system	Call for Quote			\$ -	ea
Labor	Hourly Technician rate	Price per hour; billed in 15 minute increments	\$ 95.00	10%	\$85.50	ea



Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Rush Charge	Expedited repair service; per unit fee	Service is dependent upon part and technician availability. This charge is in addition to other applicable fees	\$100.00	10%	\$ 90.00	ea
Pick up/Delivery Fee	Per Occurrence Fee	Call for Availability	\$ 150.00	10%	\$ 135.00	ea
On-Site Service- Daily Rate	Customer site; per occurrence	Travel & accommodation fees not included. Please Call for availability	\$ 650.00	10%	\$ 585.00	ea
After Hour Response	After standard business hours: Emergency Hourly Response Fee	This charge is in addition to other applicable fees	\$ 125.00	10%	\$ 112.50	ea
Travel Rate	Hourly Travel Rate	Price per hour, per technician	\$ 95.00	10%	\$ 85.50	ea
Travel/ Lodging	Lodging Fee	Per night /Per technician	\$ 200.00	10%	\$ 180.00	ea
TRAVEL MILEAGE	Mileage Charge	Per Mile over 60 mile radius from Service Center	\$ 0.62	10%	\$ 0.56	ea
PLEASE NOTE THAT ALL SERVICES MAY NOT BE AVAILABLE IN ALL LOCATIONS. ONSITE SERVICE FEES MAY APPLY TO SERVICES LISTED. CONTACT ACCOUNT MANAGER FOR DETAILS.						
Expedited Shipping costs are not included. Some material may require hazardous material shipping. Other rental equipment available, call for information.						