



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

DTMB of Technology, Management, and Budget  
320 S Walnut Street Lansing, MI 48933  
P.O. Box 30026, Lansing, MI 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **12**  
to  
Contract Number **MA20000000332**

<b>CONTRACTOR</b>	Securadyne Systems Intermediate, LLC
	14900 Landmark Blvd., Suite 350
	Dallas TX 75254
	Dave McDonald
	616-291-6269
	dmcDonald@midstatesecurity.com
	VS0134424

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

**CONTRACT SUMMARY**

VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2021	2 - 1 Year	September 30, 2028

PAYMENT TERMS	DELIVERY TIMEFRAME
2%NET45	N/A

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

MINIMUM DELIVERY REQUIREMENTS  
N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$35,070,248.32	\$2,706,764.60	\$37,777,012.92

**DESCRIPTION**

Effective August 26, 2025, this contract is hereby updated as follows:

Add Increase of \$2,706,764.60 for MDOS BOSC Phase 6 Surveillance Camera Upgrade Project, see attached Statement of Work updates and quoted pricing for MDOS BOSC Phase 6 Surveillance Camera Upgrade Project. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on August 26, 2025.

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

AGENCY	NAME	PHONE	EMAIL
DTMB	Brandon Philip	517-335-4110	PhilipB@Michigan.gov
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov
MDOC	Trevor LeBarre		LeBarreT@michigan.gov

# STATE OF MICHIGAN

## Michigan Department of State Statewide Camera Systems, Installation and Maintenance

Schedule A- Contract Number 200000000332

### STATEMENT OF WORK CONTRACT ACTIVITIES MDOS BOSC Phase 6 Surveillance Camera Upgrade Project

Michigan Department of State request contractor to provide components, installation and programming labor, supplies and materials. Upgrades and installation schedule and plan needs to be approved by MDOS Program Manager prior to contractor providing and installing upgrades. MDOS will provide locations. Contractor work to be performed during normal business hours unless approved by MDOS Program Manager.

Upgrades to project include the following:

- Upgrade MSS Virtual Service to ██████████ Control -Revised Quote 89592-1-0
  - ██████████ Plug in Pkgs need MDOS Program Manager and DTMB approval
- Provide additional NAS Synology Arrays and WD Hard Drives and Triplite UPS – Quote 92398-4-0
- Upgrade Analog to IP cameras Contractor to transfer all removed analog cameras to MDOS Program Manager or authorized designee. Quote 92398-1-0
- Provide labor, supplies, materials to install and test IP cameras, Synology storage arrays, supporting network infrastructure. Label and provide 'As-Builts' documentation within 5 business days. Quote 92398-3-0
- Provide materials, hardware and camera licenses Quote 92398-6-0
- Where encoders are removed due to upgrades, contractor will transfer possession of encoder to authorized MDOS Program Manager or authorized designee.
- Update Staffing / Key Personnel – additional/backup manufacturer trained and certified Contractor Technical Support

Admin	Branch Number	Branch Name	County	Street Address	City, State and ZIP
1	100	Adrian	Lenawee	1040 S. WINTER ST	ADRIAN, MI 49221
1	101	Inkster	Wayne	26603 Michigan Ave	Inkster, MI 48141
3	109	Ann Arbor	Washtenaw	295 North Maple Rd	Ann Arbor, MI 48103
1	110	Trenton	Wayne	3040 VAN HORN RD	TRENTON, MI 48183
1	111	Belleville	Wayne	164 E Columbia,	Belleville, MI 48111

3	112	Chelsea	Washtenaw	1113 M-52 VILLAGE PLAZA	Chelsea, MI 48118
3	113	Ypsilanti	Washtenaw	4675 Washtenaw Ave	Ann Arbor, MI 48108
3	115	Monroe	Monroe	1107 S TELEGRAPH RD	Monroe, MI 48161
3	116	Temperance	Monroe	7200 LEWIS AVE	Temperance, MI 48182
1	117	Redford	Wayne	25700 Joy Rd	Redford, MI 48239
1	118	Westland	Wayne	6090 N WAYNE RD	Westland, MI 48185
1	120	Livonia	Wayne	17176 Farmington Rd.,	Livonia, MI 48152
3	121	Novi	Oakland	31164 BECK RD	Novi, MI 48377
1	125	Brownstown	Wayne	18412 TELEGRAPH RD	Brownstown, MI 48174
3	131	West Bloomfield	Oakland	4297 ORCHARD LAKE RD	West Bloomfield, MI 48323
9	133	Detroit Livernois	Wayne	17500 Livernois,	Detroit, MI 48221
9	135	Detroit W 7 Mile Evergreen	Wayne	20220 W 7 Mile Rd.,	Detroit, MI 48219
9	138	Detroit Bagley	Wayne	2835 Bagley St.,	Detroit, MI 48216
1	141	Taylor	Wayne	21572 Ecorse Rd,	Taylor, MI 48180
9	142	Oak Park	Oakland	13401 W 10 Mile	Oak Park, MI 48237
3	143	Southfield	Oakland	25263 Telegraph	Southfield, MI 48033
1	144	Dearborn	Wayne	5090 Schaefer	Dearborn, MI 48126
9	151	Hamtramck	Wayne	9001 JOSEPH CAMPAU ST	Hamtramck, MI 48212
9	153	Hazel Park	Oakland	20809 DEQUINDRE	Hazel Park, MI 48030
9	154	Detroit Mack Ave	Wayne	14634 Mack Ave.,	Detroit, MI 48215
9	157	Detroit W. Grand Blvd.	Wayne	3046 W Grand Blvd #L650,	Detroit, MI 48202
2	158	Warren	Macomb	11533 East 12 Mile Rd	Warren, MI 48093
2	162	Eastpointe	Macomb	18809 EAST 9 MILE RD.	Eastpointe, MI 48021
2	163	Port Huron	St. Clair	2887 KRAFFT RD	Port Huron, MI 48060
2	164	Shelby Twp.	Macomb	50640 SCHOENHERR RD	Shelby Twp, MI 48315
2	166	Clinton Twp.	Macomb	37015 S Gratiot Ave.,	Clinton Twp., MI 48036
9	168	Rochester Hills	Oakland	2250 CROOKS RD, CROOKS CORNER	Rochester Hills, MI 48309
2	169	Sterling Heights	Macomb	7917 19 Mile Rd	Sterling Heights, MI 48314
2	176	Lapeer	Lapeer	301 W GENESEE ST	Lapeer, MI 48446
3	181	Pontiac	Oakland	1270 Pontiac Rd Suite 120	Pontiac, MI 48340
3	182	Highland	Oakland	672 N MILFORD RD	Milford, MI 4831
4	185	Davison	Genesee	300 N MAIN ST	Davison, MI 48423
4	187	Clio	Genesee	4256 W. VIENNA RD	Clio, MI 48420
4	189	Clarkston	Oakland	7090 SASHABAW RD	Clarkston, MI 48348
5	201	Kalamazoo	Kalamazoo	3298 Stadium Dr.,	Kalamazoo, MI 49008
5	202	Portage	Kalamazoo	603 Romence Rd	Portage, MI 49024
5	203	Paw Paw	Van Buren	1037 E MICHIGAN AVE	Paw Paw, MI 49079
5	205	Sturgis	St Joseph	931 S CENTERVILLE RD	Sturgis, MI 49091
5	206	Dowagiac	Cass	601 C N FRONT ST	Dowagiac, MI 49047

5	207	Niles	Cass	110 E MAIN ST	Niles, MI 49120
5	208	Benton Harbor	Berrien	1960 Mall Dr.,	Benton Harbor, MI 49022
5	216	Battle Creek	Calhoun	5420 Beckley Rd., STE L,	Battle Creek, MI 49015
5	219	Albion	Calhoun	308 South Superior St.	Albion, MI 49224
5	220	Jackson	Jackson	1184 Jackson Crossing, STE G-102	Jackson, MI 49202
5	223	Coldwater	Branch	7 VANS AVE	Coldwater, MI 49036
5	226	Lansing Executive Court	Eaton	8158 Executive Ct., STE 30,	Lansing, MI 48917
5	228	Lansing E Michigan	Ingham	3315 E Michigan Ave, STE 1	Lansing, MI 48912
5	229	Mason	Ingham	806 HOGSBACK RD	Mason
3	230	Howell	Livingston	1448 LAWSON RD	Howell, MI 48843
6	244	Muskegon	Muskegon	1485 East Apple Ave	Muskegon, MI 49442
6	247	Sparta	Kent	534 S STATE ST	Sparta, MI 4934
4	254	Midland	Midland	1832 N SAGINAW RD	Midland, MI 48640
6	256	Holland	Ottawa	587 E 8TH ST	Holland, MI 49423
6	257	Grand Haven	Ottawa	1110 ROBBINS RD	Grand Haven, MI 49417
6	258	Allegan	Allegan	430 WESTERN AVE	Allegan, MI 49010
6	259	Hastings	Barry	1611 S HANOVER ST	Hastings, MI 49058
6	261	Grand Rapids Plainfield	Kent	3472 Plainfield Ave NE,	Grand Rapids, MI 49525
6	263	Grand Rapids 28th Street	Kent	3601 28TH St SE,	Grand Rapids, MI 49512 - CenterPointe Mall
6	273	Wyoming	Kent	1056 Rogers Plaza SW,	Wyoming, MI 49509
2	275	Bad Axe	Huron	33 PATRICK DR	Bad Axe, MI 48413
4	279	Saginaw Bay Rd	Saginaw	4404 Bay Rd	Saginaw, MI 48603
4	288	Saginaw Dixie Hwy	Saginaw	4212 Dixie Hwy	Saginaw, MI 48601
4	290	Owosso	Shiawassee	1720 E MAIN ST	Owosso, MI 48867
2	296	Bay City	Bay	1007 North Euclid Ave	Bay City, MI 48706
7	338	Ludington	Mason	5902 W LUDINGTON AVE, US-10 HWY	Ludington, MI 49341
7	341	Traverse City	Grand Traverse	1759 Barlow St	Traverse City, MI 49696
DSA	430	Cashier Unit & Doors and RBM door/hall	Eaton	7064 Crowner Drive	Dimondale, MI 48918
DSA	508	Warehouse/Mail Center Unit	Ingham	1301 Sunset Ave	LANSING
		Subject to change based on video retention compliance and remodel/relocation projects			

## **Scope and Background**

The Michigan Department of State (MDOS) projects and programs encompass a wide variety of facilities and requirements. Program security requirements will vary in scope, magnitude and complexity and will range from modification/additions to an existing security system, to large-scale integrated base-wide or facility-wide systems. The integrated deployment of these systems is designed to enhance the security of agency personnel, clients, and assets statewide.

Video security camera systems installed in various buildings statewide are on the DTMB state network. The Contractor will provide/install/program software, licensing, and components approved by MDOS Program Manager. Contractor will provide/install/update VMS software maintenance (patches, updates, upgrades, and troubleshooting) on all camera servers and appliances. In addition, the Contractor will provide Cognyte/Verint Gold Support maintenance for the entire Michigan Department of State camera system. The Contractor must have a knowledge of how video solutions will integrate with other key MDOS security systems.

### **Existing MDOS Camera Systems:**

The MDOS Security has standardized the following systems statewide:

- MSS Virtual Server
- State of Michigan PC with licensing
- Existing analog dome cameras (interior/exterior) and encoder
- IP dome cameras (interior/exterior), IP fisheye, IP door jamb
- NAS (Synology minimum of 80TB each)
- Universal Power Supply

MDOS utilizes security camera systems at various sites statewide. These systems shall be maintained but are not required to be monitored by a central monitoring company.

### **1) Service Level Agreement**

- i) The Contractor must be able to respond to MDOS in a minimum of four hours on service requests.
- ii) Once MDOS approves service, Contractor must be able to schedule within the next business day for all standard hardware issues. Service must be scheduled within two weeks of MDOS approving service.
- iii) Agency does not anticipate after hours support. The Contractor is to provide billable hourly rates if agency requests after hours support.
- iv) The Contractor shall be able to provide MDOS the ability to purchase spare hardware. MDOS may request contractor to provide quotes upon request for the following equipment.
  - (1) Cameras (Vandal tamperproof, interior/exterior, fisheye, door jamb)
  - (1) Encoder (8 or 16 port)
  - (2) NAS (minimum 80 TB – preferred 128 TB)
  - (3) Hard drives for NAS
  - (4) Universal Power Supply
  - (5) Other as technology or security needs changes

### **2) Staffing / Key Personnel**

Contractor Sales Representative:

Dave McDonald

dmcdonald@midstatesecurity.com  
616-257-1151

George Duquesnel  
gduquesnel@midstatesecurity.com  
616-257-1147

Contractor Technical Support  
Sam Nabkey  
[Sam.nabkey@aus.com](mailto:Sam.nabkey@aus.com)  
Phone:

**Backup** - TBD

**3) Confidentially / Non-Disclosure Agreement**

- 1) Contractor is prohibited from downloading footage (See Standard Contract Terms Sec 32 and Sec 33) and must sign a Non-Disclosure Agreement / DTMB-0049
- 2) The use of subcontractors is expressly prohibited for all work under this SOW. All personnel assigned to this work effort must be full time employees of the Contractor.

# State of Michigan MDOS Phase 6 Analog Camera and Synology Upgrades - Network

## Statement of Work

### Place of Performance

Michigan Department of State  
430 W. Allegan St., 4th Fl.,  
Lansing, MI 48918

### Primary Point of Contact

Michigan Department of State

## Budgetary Scope of Work

### 1. Objective

AUTS will procure structured cabling materials and accessories to support the deployment of surveillance and network infrastructure. This scope outlines the estimated costs and deliverables for the procurement of the listed components.

### 2. Materials to be Procured

- Cat6 1000' Spools – 121 units
- Camera T-Bars – 1,200 units
- Octagon Back Boxes – 1,200 units
- 24-Port Patch Panels with Labels – 73 units
- 3' Green Patch Cords – 2,420 units
- Cat6 Jack Module 24-Packs – 101 packs
- 1-Port Surface Mount Boxes – 1,210 units
- Base Camera Licenses - 1210 units

### 3. Inclusions

This budgetary quote includes the following:

- Procurement of all listed materials
- General expenses (e.g., handling, packaging, administrative overhead)
- Manufacturer part warranty
- Freight and shipping costs

### 4. Exclusions

This quote does not include:

- Labor for installation
- Programming or configuration services
- Project management
- CAD design or documentation
- Solution engineering or system design

### 5. Notes

**This is a budgetary estimate only and subject to change based on final vendor pricing and availability.**

Lead times and delivery schedules will be confirmed upon final procurement authorization.

Warranty terms are subject to manufacturer policies.

**State of Michigan MDOS Phase 6 Analog Camera and Synology Upgrades - Network**

**Customer Number:** 1058519  
**Michigan Department of State**  
 430 W. Allegan St., 4th Fl.,  
 Lansing, MI 48918

**Proposal No.:** 92398-6-0  
**Date:** July 30, 2025  
**Your Reference:**  
**Valid To:** August 29, 2025  
**Payment Terms:** Net 45  
**Quoted By:** David McDonald  
**Phone:** -  
**Email:** dave.mcdonald@aus.com

**Contact:**  
**Phone:**  
**Email:**

**Estimate**

QTY	Description	Ext. Price
121	4P UNS SOL CMP C6 Grn Jkt 1000'	\$54,170.49
1200	-Bar 24" Box Hanger w/Box Clip	\$27,876.00
1200	1/2 - 4" Octagon Box	\$7,680.00
73	24-Port Patch Panel w/Labels	\$4,866.18
2420	:Copper Patch Cord, CAT6, Green 3'	\$38,599.00
101	:Mini-com Cat6 Jack Module, QTY 24	\$39,270.82
1210	:1-Port Surface Mt Box	\$6,050.00
1210	VMS 7.6 SW Cam Lic for BASE	\$178,704.90

**Investment Summary**

<b>Total Equipment</b>	<b>\$357,217.39</b>
<b>Total Supplies &amp; Materials</b>	<b>\$39,624.07</b>
<b>Total Purchase Price</b>	<b>\$396,841.46</b>

## State of Michigan MDOS Phase 6 Analog Camera Upgrades Cameras Only Statement of Work

### Place of Performance

Michigan Department of State  
430 W. Allegan St., 4th Fl.,  
Lansing, MI 48918

### Primary Point of Contact

Michigan Department of State

## Budgetary Scope of Work

### 1. Objective

AUTS will procure surveillance camera equipment to support upcoming security infrastructure projects. This budgetary scope outlines the estimated costs and deliverables for the procurement of specified camera models.

### 2. Equipment to be Procured

- 4MP Dome Cameras – 1,100 units
- 12MP Fisheye Cameras – 100 units
- 2MP Door Jam Cameras – 10 units

### 3. Inclusions

This budgetary quote includes the following:

- Procurement of all listed camera hardware
- General expenses (e.g., handling, packaging, administrative overhead)
- Manufacturer part warranty
- Freight and shipping costs

### 4. Exclusions

This quote does not include:

- Labor for installation
- Programming or configuration services
- Project management
- CAD design or documentation
- Solution engineering or system design

### 5. Notes

**This is a budgetary estimate only and subject to change based on final vendor quotes and availability.**

Lead times and delivery schedules will be confirmed upon final procurement authorization.

Warranty terms are subject to manufacturer policies.

**State of Michigan MDOS Phase 6 Analog Camera Upgrades Cameras Only**

**Customer Number:** 1058519  
**Michigan Department of State**  
 430 W. Allegan St., 4th Fl.,  
 Lansing, MI 48918

**Contact:**  
**Phone:**  
**Email:**

**Proposal No.:** 92398-1-0  
**Date:** July 30, 2025  
**Your Reference:**  
**Valid To:** August 29, 2025  
**Payment Terms:** Net 45  
**Quoted By:** David McDonald  
**Phone:** -  
**Email:** dave.mcdonald@aus.com

**Estimate**

QTY	Description	Ext. Price
1100	:4MP VR Out Net Dome Camera	\$534,248.00
100	12MP Net Out Fisheye Camera	\$94,154.00
10	2MP Pinhole Height Strip Camera	\$8,277.70

**Investment Summary**

<b>Total Equipment</b>	<b>\$636,679.70</b>
<b>Total Supplies &amp; Materials</b>	<b>\$70,622.35</b>
<b>Total Purchase Price</b>	<b>\$707,302.05</b>

## State of Michigan MDOS Phase 6 Analog Camera Upgrades - Labor Only Statement of Work

### Place of Performance

Michigan Department of State  
430 W. Allegan St., 4th Fl.,  
Lansing, MI 48918

### Primary Point of Contact

Michigan Department of State

## Budgetary Scope of Work

### 1. Objective

AUTS will provide all labor necessary for the physical installation of surveillance cameras, storage devices, and supporting network infrastructure for a security system deployment.

### 2. Scope of Labor

AUTS will furnish labor for the following tasks:

- Installation of all surveillance cameras (dome, fisheye, and door jam models)
- Structured cabling for the security network
- Termination and testing of all cabling
- Installation of patch panels, wall plates, biscuits, and jacks
- Labeling and documentation of installed components
- Programming of cameras, licenses and adding to storage devices

### 3. Inclusions

This budgetary quote includes:

- All labor associated with the above scope
- Travel time and expenses for installation crews
- Basic consumables and installation hardware (e.g., cable ties, anchors, screws)
- Programming of cameras, licenses and adding to storage devices
- Project management or engineering services
- CAD drawings or as-built documentation
- Solution engineering or system design

### 4. Exclusions

This quote does not include:

- Procurement of camera or storage hardware
- Procurement of network infrastructure or wiring

### 5. Notes

**This is a budgetary estimate only and subject to change based on site conditions, final design, and customer requirements.**

Final labor quote will be provided after a site survey and detailed scope review.

All work will be performed in accordance with AUTS installation standards and applicable codes.

**State of Michigan MDOS Phase 6 Analog Camera Upgrades - Labor Only**

**Customer Number:** 1058519  
**Michigan Department of State**  
430 W. Allegan St., 4th Fl.,  
Lansing, MI 48918

**Contact:**  
**Phone:**  
**Email:**

**Proposal No.:** 92398-3-0  
**Date:** July 30, 2025  
**Your Reference:**  
**Valid To:** August 29, 2025  
**Payment Terms:** Net 45  
**Quoted By:** David McDonald  
**Phone:** -  
**Email:** dave.mcdonald@aus.com

**Estimate**

**Investment Summary**

<b>Total Equipment</b>	<b>\$0.00</b>
<b>Total Labor</b>	<b>\$588,332.75</b>
<b>Total Supplies &amp; Materials</b>	<b>\$70,935.07</b>
<b>Total Purchase Price</b>	<b>\$659,267.82</b>

## State of Michigan MDOS Phase 6 Synology Upgrades - Storage Statement of Work

### Place of Performance

Michigan Department of State  
430 W. Allegan St., 4th Fl.,  
Lansing, MI 48918

### Primary Point of Contact

Michigan Department of State

## Budgetary Scope of Work

### 1. Objective

AUTS will procure storage and power equipment to support infrastructure expansion and system reliability. This scope outlines the estimated costs and deliverables for the procurement of specified hardware.

### 2. Equipment to be Procured

- 8-Bay 2U Rackmount Network Storage Devices – 50 units
- 18TB SATA Hard Drives – 600 units
- 2200VA Uninterruptible Power Supplies (UPS) – 50 units

### 3. Inclusions

This budgetary quote includes the following:

- Procurement of all listed hardware
- General expenses (e.g., handling, packaging, administrative overhead)
- Manufacturer part warranty
- Freight and shipping costs
- Labor for installation
- Programming or configuration services
- Project management
- CAD design or documentation
- Solution engineering or system design

### 4. Exclusions

This quote does not include:

- Network connection
- IP Information

### 5. Notes

**This is a budgetary estimate only and subject to change based on final vendor quotes and availability.**

Lead times and delivery schedules will be confirmed upon final procurement authorization.

Warranty terms are subject to manufacturer policies.

**State of Michigan MDOS Phase 6 Synology Upgrades - Storage**

**Customer Number:** 1058519  
**Michigan Department of State**  
 430 W. Allegan St., 4th Fl.,  
 Lansing, MI 48918

**Contact:**  
**Phone:**  
**Email:**

**Proposal No.:** 92398-4-0  
**Date:** July 30, 2025  
**Your Reference:**  
**Valid To:** August 29, 2025  
**Payment Terms:** Net 45  
**Quoted By:** David McDonald  
**Phone:** -  
**Email:** dave.mcdonald@aus.com

**Estimate**

QTY	Description	Ext. Price
50	:8-Bay 2U Rackmount Net Storage	\$99,999.00
600	:Hard Drive, 18TB SATA 6Gb/s	\$300,912.00
50	:Triplite UPS 2200va	\$77,874.00

**Investment Summary**

<b>Total Equipment</b>	<b>\$478,785.00</b>
<b>Total Labor</b>	<b>\$12,248.99</b>
<b>Total Supplies &amp; Materials</b>	<b>\$60,800.88</b>
<b>Total Purchase Price</b>	<b>\$551,834.87</b>

## State of Michigan MDOS [REDACTED] Control Proposal Statement of Work

### Place of Performance

Michigan Department of State  
430 W. Allegan St., 4th Fl.,  
Lansing, MI 48918

### Primary Point of Contact

Debbie Manoleas  
Michigan Department of State  
+1 (517) 243-3080  
[manoleasd@michigan.gov](mailto:manoleasd@michigan.gov)

AUTS and Intellicene to provide [REDACTED] Control Center Software. See below for package descriptions.

### Base Software

[REDACTED] Control. The Bundle is comprised solely of the following Software licenses: 1 Server, 2 Base Operator licenses which includes video workspace, GIS based alarm management, assets management and search capabilities. Does not include any platform API licenses to third party products.

[REDACTED]  
Additional (3) [REDACTED] Control Operator client licenses

[REDACTED]  
[REDACTED] Control Monitored Device license package for up to 1,000 devices. Each sensor requires a camera license.

[REDACTED]  
Professional services for Engineering support.

[REDACTED]  
Professional services for Project Management

[REDACTED]  
Professional services for Field Application Engineer

[REDACTED] P  
Per diem travel expenses associated with all services

[REDACTED]  
Initial 12 months of Indirect Gold Software Maintenance

### Plug In Software

[REDACTED]  
[REDACTED] Control Incident capability pkg. Package comprised of 2 client licenses for advanced incident management, basic dashboard and reports. Requires [REDACTED] control base licensing.

[REDACTED]  
Incident management add-on 3 license

[REDACTED]  
[REDACTED] Control Tracker capability package. The Bundle is comprised solely of two (2) Operator licenses for Tracker capability. Does not include [REDACTED] Control Operator client license to apply the capability upon. Requires license of an equivalent quantity of [REDACTED] Control Operator client licenses. Requires [REDACTED] Control Base

[REDACTED]  
Tracker add-on 3 license

**State of Michigan MDOS [REDACTED] Control Proposal**

**Customer Number:** 1058519  
**Michigan Department of State**  
 430 W. Allegan St., 4th Fl.,  
 Lansing, MI 48918

**Contact:** Debbie Manoleas  
**Phone:** +1 (517) 243-3080  
**Email:** manoleasd@michigan.gov

**Proposal No.:** 89592-1-0  
**Date:** August 28, 2025  
**Your Reference:**  
**Valid To:** September 27, 2025  
**Payment Terms:** Net 45  
**Quoted By:** David McDonald  
**Phone:** -  
**Email:** dave.mcdonald@aus.com

**[REDACTED] Base Software**

QTY	Description	Ext. Price
1	[REDACTED] Control Base Bundle	\$9,231.06
3	[REDACTED] Monitored Device Lic, 1000 Devices	\$171,697.71
15	Professional services for Engineering	\$48,463.05
3	Professional services for Project	\$9,000.27
5	Travel Peridium	\$7,500.25
7	Professional services for Field Engineer	\$21,000.63
1	Initial 12 months of Indirect Gold Maintenance	\$46,026.07
3	Additional (1) [REDACTED] Control Operator client license	\$2,769.33

**[REDACTED] Plug in Pkgs**

QTY	Description	Ext. Price
1	[REDACTED] Control Incident management capability Pkg	\$46,155.30
1	[REDACTED] Control Tracker capability	\$9,231.06
3	Incident management add-on to [REDACTED] Control Operator client	\$13,846.59
3	Tracker add-on to [REDACTED] Control Operator Client	\$2,769.33

**Investment Summary**

**Total Equipment**      **\$387,690.65**  
**Total Labor**         **\$3,827.88**  
**Total Purchase Price**    **\$391,518.49**



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

## CONTRACT CHANGE NOTICE

Change Notice Number 11  
to  
Contract Number MA200000000332

<b>CONTRACTOR</b>	SECURADYNE SYSTEMS INTERMEDIATE, LLC
	14900 Landmark Blvd., Suite 350
	Dallas TX 75254
	Dave McDonald
	616-291-6269
	dmcDonald@midstatesecurity.com
	VS0134424

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

CONTRACT SUMMARY				
VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2018	September 30, 2021	2, 1-Year	September 30, 2028	
PAYMENT TERMS		DELIVERY TIMEFRAME		
2%NET45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$33,017,586.00	\$2,052,662.31	\$35,070,248.31		

**DESCRIPTION**

Effective September 24, 2024, this contract is hereby updated as follows:

Add Increase of \$2,052,662.32 for MDOS BOSC Phase 5 Surveillance Camera Upgrade Project, see attached Summary of Costs by Location. 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 24, 2024.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Gene Page	517-749-7518	pageg@michigan.gov
MSHDA	Chris Hudson	517-373-6029	HudsonC5@michigan.gov
DTMB	Brandon Philip	517-749-7168	philipb@michigan.gov
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov

# MDOS BOSC Project - Phase 5 - Summary of Quoted Costs by Location

08/12/2024 1440 HOURS

ITEM #	Branch Number	Branch Name (Names Redacted for posting)	Quote #	Parts	Labor	Supplies & Materials	Total (Revised 08/12/2024)
1	224	XXXX	81215	\$ 23,516.31	\$ 8,827.57	\$ 5,454.37	\$ 37,798.25
2	237	XXXX	81223	\$ 23,516.31	\$ 8,685.27	\$ 4,990.52	\$ 37,192.10
3	239	XXXX	81228	\$ 30,772.01	\$ 10,029.19	\$ 4,539.92	\$ 45,341.12
4	243	XXXX	81229	\$ 23,489.80	\$ 8,586.46	\$ 5,577.98	\$ 37,654.24
5	255	XXXX	81230	\$ 32,610.84	\$ 11,138.99	\$ 3,615.60	\$ 47,365.43
6	268	XXXX	81232	\$ 32,277.82	\$ 10,637.30	\$ 4,723.78	\$ 47,638.90
7	270	XXXX	81235	\$ 24,138.09	\$ 8,825.09	\$ 4,675.36	\$ 37,638.54
8	286	XXXX	81236	\$ 19,216.87	\$ 6,150.49	\$ 4,231.30	\$ 29,598.66
9	291	XXXX	81238	\$ 24,138.09	\$ 9,351.23	\$ 6,049.92	\$ 39,539.24
10	293	XXXX	81241	\$ 31,367.28	\$ 10,789.06	\$ 7,857.48	\$ 50,013.82
11	301	XXXX	81243	\$ 30,772.01	\$ 9,735.19	\$ 5,559.92	\$ 46,067.12
12	302	XXXX	81246	\$ 23,489.80	\$ 8,364.49	\$ 4,308.80	\$ 36,163.09
13	310	XXXX	81247	\$ 19,785.63	\$ 6,443.41	\$ 4,807.16	\$ 31,036.20
14	331	XXXX	81248	\$ 22,868.02	\$ 8,271.27	\$ 5,359.36	\$ 36,498.65
15	332	XXXX	81249	\$ 17,378.04	\$ 4,953.00	\$ 3,646.39	\$ 25,977.43
16	333	XXXX	81261	\$ 21,002.68	\$ 7,150.35	\$ 4,893.44	\$ 33,046.47
17	334	XXXX	81262	\$ 22,272.75	\$ 8,142.60	\$ 5,143.24	\$ 35,558.59
18	335	XXXX	81263	\$ 20,433.92	\$ 7,032.79	\$ 4,669.88	\$ 32,136.59
19	336	XXXX	81264	\$ 22,272.75	\$ 8,067.06	\$ 4,781.71	\$ 35,121.52
20	337	XXXX	81265	\$ 21,002.68	\$ 7,062.66	\$ 4,828.83	\$ 32,894.17
21	339	XXXX	81266	\$ 21,029.19	\$ 7,161.47	\$ 5,218.29	\$ 33,408.95
22	340	XXXX	81267	\$ 19,785.63	\$ 6,531.10	\$ 3,890.98	\$ 30,207.71
23	342	XXXX	81268	\$ 22,841.51	\$ 8,114.00	\$ 5,301.43	\$ 36,256.94
24	349	XXXX	81269	\$ 20,460.43	\$ 7,073.16	\$ 4,831.65	\$ 32,365.24
25	350	XXXX	81270	\$ 17,973.31	\$ 5,432.44	\$ 4,242.50	\$ 27,648.25
26	351	XXXX	81271	\$ 19,190.36	\$ 6,402.43	\$ 4,536.47	\$ 30,129.26

27	355	XXXX	81272	\$ 22,299.26	\$ 8,341.38	\$ 5,427.33	\$ 36,067.97
28	356	XXXX	81273	\$ 23,489.80	\$ 8,907.99	\$ 5,702.59	\$ 38,100.38
29	357	XXXX	81274	\$ 30,718.99	\$ 10,316.59	\$ 8,899.37	\$ 49,934.95
30	358	XXXX	81275	\$ 21,966.24	\$ 7,622.81	\$ 5,098.58	\$ 34,687.63
31	363	XXXX	81276	\$ 21,029.19	\$ 7,336.85	\$ 5,259.84	\$ 33,625.88
32	364	XXXX	81277	\$ 22,841.51	\$ 8,623.30	\$ 5,942.20	\$ 37,407.01
33	365	XXXX	81278	\$ 21,055.70	\$ 7,652.64	\$ 5,301.59	\$ 34,009.93
34	367	XXXX	81279	\$ 20,407.41	\$ 6,975.44	\$ 5,181.97	\$ 32,564.82
35	368	XXXX	81280	\$ 22,841.51	\$ 8,506.30	\$ 5,912.97	\$ 37,260.78
36	369	XXXX	81282	\$ 21,677.48	\$ 7,880.00	\$ 5,694.07	\$ 35,251.55
37	371	XXXX	81284	\$ 24,138.09	\$ 9,392.69	\$ 6,286.85	\$ 39,817.63
38	372	XXXX	81285	\$ 20,380.90	\$ 7,052.12	\$ 5,070.20	\$ 32,503.22
39	373	XXXX	81286	\$ 19,812.14	\$ 7,272.99	\$ 5,280.47	\$ 32,365.60
40	374	XXXX	81287	\$ 20,486.94	\$ 6,850.44	\$ 4,981.86	\$ 32,319.24
41	379	XXXX	81288	\$ 20,407.41	\$ 6,524.76	\$ 4,966.58	\$ 31,898.75
42	380	XXXX	81290	\$ 24,085.07	\$ 9,796.65	\$ 6,379.47	\$ 40,261.19
43	381	XXXX	81291	\$ 22,352.28	\$ 8,059.07	\$ 5,529.29	\$ 35,940.64
44	382	XXXX	81292	\$ 23,489.80	\$ 8,381.85	\$ 6,276.44	\$ 38,148.09
45	383	XXXX	81293	\$ 22,299.26	\$ 7,832.20	\$ 5,505.78	\$ 35,637.24
46	384	XXXX	81299	\$ 21,624.46	\$ 8,050.13	\$ 6,092.07	\$ 35,766.66
47	385	XXXX	81300	\$ 19,785.63	\$ 6,063.42	\$ 4,870.23	\$ 30,719.28
48	386	XXXX	81302	\$ 17,378.04	\$ 5,449.91	\$ 4,686.39	\$ 27,514.34
49	387	XXXX	81303	\$ 34,221.49	\$ 12,319.83	\$ 9,020.16	\$ 55,561.48
50	388	XXXX	81304	\$ 22,299.26	\$ 7,890.66	\$ 5,547.32	\$ 35,737.24
51	389	XXXX	81306	\$ 17,946.80	\$ 5,012.08	\$ 4,323.79	\$ 27,282.67
52	391	XXXX	81307	\$ 19,785.63	\$ 6,121.88	\$ 4,238.68	\$ 30,146.19
53	392	XXXX	81308	\$ 19,163.85	\$ 7,749.20	\$ 5,181.62	\$ 32,094.67
54		XXXX	81337	\$ 76,674.92	\$ 1,060.26	\$ 8,720.42	\$ 86,455.60
55		XXXX	81335	\$ 42,518.49	\$ 13,161.37	\$ 3,605.35	\$ 59,285.21
		TOTAL		\$ 1,324,779.68	\$ 435,162.88	\$ 292,719.76	\$ 2,052,662.32



**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 **10**  
 to  
 Contract Number **200000000332**

<b>CONTRACTOR</b>	SECURADYNE SYSTEMS INTERMEDIATE, LLC
	14900 Landmark Blvd., Suite 350
	Dallas, TX 75254
	Dave McDonald
	616-291-6269
	dmcDonald@midstatesecurity.com
	VS0134424

<b>STATE</b>	<b>Program Manager</b>	Brandon Philip	DTMB
		517-335-4110	
		PhilipB@Michigan.gov	
	<b>Contract Administrator</b>	Lisa Spitzley	DTMB
		(517) 249-0440	
		spitzleyl4@michigan.gov	

**CONTRACT SUMMARY**

VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2021	2 - 1 Year	September 30, 2023

PAYMENT TERMS	DELIVERY TIMEFRAME
2%NET45	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input 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"/>	5, 1-Year Options	<input checked="" type="checkbox"/>	5 Years	September 30, 2028

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$13,949,807.00	\$20,000,000.00	\$33,949,807.00

**DESCRIPTION**

Effective August 8, this Contract is extended 5 years via Useful Life. Another 5, 1-year optional renewal periods are also added via Useful Life, is increased by \$20,000,000.00, and Schedule A3, Statement of Work is added for Michigan Department of State, MDOS. The revised contract expiration date is September 30, 2028. Effective October 1, 2023 pricing is updated, see updated Schedule B, Pricing. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on August 8, 2023.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Gene Page	517-749-7518	pageg@michigan.gov
MSHDA	Chris Hudson	517-373-6029	HudsonC5@michigan.gov
DTMB	Brandon Philip	517-749-7168	PhilipB@Michigan.gov
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov

# STATE OF MICHIGAN

## Statewide Camera Systems, Installation and Maintenance

**Schedule A3 - Contract Number 200000000332**

**STATEMENT OF WORK**

**CONTRACT ACTIVITIES**

**Additional Contract Requirements for MDOS**

### **Scope and Background specific to MDOS**

The Michigan Department of State (MDOS) projects and programs encompass a wide variety of facilities and requirements. Program security requirements will vary in scope, magnitude and complexity and will range from modification/additions to an existing security system, to large-scale integrated base-wide or facility-wide systems. The integrated deployment of these systems is designed to enhance the security of agency personnel, clients, and assets statewide.

Video security camera systems installed in various buildings statewide are on the DTMB state network. The Contractor will provide/install/program Verint/Cognyte/Symphia components. Contractor will provide/install/update VMS software maintenance (patches, updates, upgrades, and troubleshooting) on all camera servers and appliances. In addition, the Contractor will provide Cognyte/Verint Gold Support maintenance for the entire Michigan Department of State camera system. The Contractor must have a knowledge of how video solutions will integrate with other key MDOS security systems.

### **Existing MDOS Camera Systems:**

The MDOS Security has standardized the following systems statewide:

- MSS Virtual Server
- State of Michigan PC with Verint/Cognyte/Symphia software/licensing
- Existing analog dome cameras (interior/exterior) and encoder
- IP dome cameras (interior/exterior), IP fisheye, IP door jamb
- NAS (Synology minimum of 80TB each)
- Universal Power Supply

MDOS utilizes security camera systems at various sites statewide. These systems shall be maintained but are not required to be monitored by a central monitoring company. Currently, there are 258 IP cameras, 1946 analog cameras at 133 sites.

### **1. General Requirements – Additional Requirements specific to MDOS**

The Contractor must adhere to all existing standards as described within the comprehensive listing of State's technology standards. Contractor is not authorized to make changes to any State systems without prior written authorization from the MDOS Project Manager. Any changes Contractor makes to any MDOS systems with the State's approval must be done according to applicable State procedures, including security, access, and configuration standards.

The Contractor must be able to perform maintenance of surveillance camera systems. Maintenance may include general day to day, scheduled and preventive maintenance and emergency maintenance across the MDOS/DTMB enterprise.

These systems include, but are not limited to:

- Multi-Site Server (MSS)
- State of Michigan PC recording devices with Contractors Verint software
- Interior and Exterior Cameras
  - IP security cameras
  - Analog cameras and Camera Power Supply (CPS). Currently MDOS provides and installs analog cameras and CPS.
- Encoders for analog cameras
- Network Attached Storage (NAS)
- Universal Power Supply (UPS)

Contractor must all certify all components supplied will be compatible with existing surveillance components and systems.

#### **1B Maintenance and Programming –**

- a. **Gold Maintenance:** With the Cognyte/Symphia Software Situational Intelligence Solutions (SIS), Contractor will provide Michigan DTMB/Michigan Department of State the necessary tools needed to proactively anticipate, avoid and address threats before they become incidents. The Gold Plan supports program with features with live technical support, software updates and Web-based resources. Key benefits of the Cognyte Software Support Plan include:
  - (1) Software upgrades/updates. Needed for new types of cameras and other integrations.
    - (a) Contractor will notify MDOS within 30 days of an update or new software version becoming available.
    - (b) Once MDOS makes the decision to update, contractor has 60 days to complete updates/upgrades.
  - (2) Software error corrections (bug fixes)
  - (3) Unlimited Technical phone and email support 9am to 5pm Local time for troubleshooting and configuration assistance
  - (4) 24/7 Mobile App Ticketing
  - (5) 24/7 on-demand certification and training within the Cognyte Learning Center
  - (6) Knowledgebase Portal for online resources
- b. **Changes to Programming / Configuration**
  - (a) Contractor must track all configuration changes made to the MDOS application and multisite master and share that documentation with MDOS.
  - (b) Contractor should use a Change Management Tool. At a minimum MDOS requires a summary of changes provided in an on a contractor service request.
    - Include detailed description of changes with before/after photos or screen shots.
    - Include Cognyte/Verint and AUTS ticket numbers.
    - Alert notifications sent to SOSSecurity@michigan.gov
- c. **Maintenance - Time and Materials**

- i) The MDOS System Administrator (or designee) and AUTS Account/Sales and Director of Service will work together to determine:
  - (1) The scope of the repair
  - (2) Estimated cost.
  - (3) The date the work could be performed.
  - (4) The AUTS service ticket information
- ii) The MDOS System Administrator will provide this information to the Enforcement Division Director for approval.
- iii) If approved, the MDOS System Administrator or designee will coordinate the repair with AUTS and MDOS location management.
- iv) The MDOS System Administrator or authorized designee will include documentation of the repair in the MDOS Video System Issue Tracker.

If camera component will be transported outside of MDOS custody, Contractor will comply with agency's Transportation and Sanitization policy and procedure by using the chain of custody form. Form requires device description, serial numbers, and quantity and signature. Refer to Equipment Handling.

**d. Equipment Handling**

MDOS Transportation and Sanitization Policy and Procedure establishes the procedures and expectations regarding the secured transportation of all surveillance system components and any sanitization required for devices containing MDOS data prior to the device being released into Contractor's custody pursuant to the State of Michigan IT standards, specifically: [1340.00.110.01 Media Protection Standard](#), [1340.00.040.01 Audit and Accountability Standard](#) and [1340.00.100.01 Maintenance Standard](#).

a. Equipment Removal

- i. Contractor is expected to comply with documentation of any equipment being removed. Accountability (who/what/when/where), component chain of custody documentation (serial number, IP address, quantity, etc.).
- ii. MDOS OIS Security Chain of Custody Tracking Form will be used.
- iii. MDOS System Administrator will coordinate with vendor's on-site technician.
- iv. In cases where MDOS System Administrator cannot be on-site at time of component removal, the MDOS System Administrator will email the Chain of Custody Tracking Form to manager on duty or other authorized OIS agent.
- v. Branch manager on duty or authorized OIS agent will assist by obtaining required documentation and mandatory signatures and submit completed form to MDOS System Administrator to [SOSSecurity@michigan.gov](mailto:SOSSecurity@michigan.gov)
- vi. Required documentation should be submitted to the MDOS System Administrator for inventory monitoring and tracking prior to removal.

b. Equipment Shipping

- i. If Contractor needs to send equipment for warranty purposes or repair, MDOS requests Contractor to ship using the minimum criteria:
  - 1. The equipment should be shipped through a provider that will supply shipment tracking information.
  - 2. Signatures are preferred but not required at this time.
    - a. Signatures are required if data is present on the device or piece of equipment.

- b. Signatures are not required if the data has been sanitized or is not present.

**1.C. Additional Requirements specific to MDOS**

**a. Confidentially / Non-Disclosure Agreement**

- a. Contractor is prohibited from downloading footage (See Standard Contract Terms Sec 32 and Sec 33) and must sign a Non-Disclosure Agreement / DTMB-0049

**b. SOM IT Standards.**

- a. Contractor must review [SOM IT Standards](#) annually to monitor their compliance to them. MDOS Program Manager will be responsible for receiving documentation from contractor of their annual review.

**c. Innovation**

- a. The Contractor must also be able to recognize the need for future security innovations and concepts by understanding developments in technology. This understanding will allow the Contractor to suggest changes and integrate these changes in technology to the security of personnel and MDOS assets.

**d. On Site Representative**

- a. The Contractor must have representatives on site during all contract activities. This work applies to all facets and will be performed at various MDOS facilities throughout the State of Michigan.

**e. Additional Projects/Authorizing Document:**

- a. All individual projects must be quoted including but not limited to concerns identified during routine preventative maintenance or emergency maintenance. Quotes will include all personnel resources, supplies and services required to perform the tasks as described. The task statements are meant to be descriptive, not specific. The appropriate authorizing document for a submitted quote will be a Delivery Order (DO).

**f. Additional Contractor requirements:**

- a. The Contractor must be an authorized distributor and/or installer of the following manufacturer systems that are standardized components for MDOS facilities:
  - i. Verint
  - ii. Cognyte/Symphia
- b. The Contractor will have a minimum of three years' experience; five years' experience is preferred installing (or provide evidence they are Verint certified and evidence that required training has been acquired) of the following manufacturers.
  - i. Verint
  - ii. Cognyte/Syphia
- c. Trip charges will not be allowed.
- d. When providing services under this contractual agreement the contractor personnel must wear appropriate identification (in accordance with State/Agency instructions and policies) identifying themselves as contractor personnel. At all meetings, conferences, or sessions with Government personnel, contractor personnel shall clearly identify their status as contractor employee. Contractor staff must be easily identified at all times while at MDOS locations.

## 2.7 Reports

The Contractor will submit reports, at no charge, to the Program Manager or DTMB Contract Administrator as requested, i.e. usage reports. The State reserves the right to request additional reports at no charge. Reports may include the following:

- (a) Inventory reports
- (b) Hardware tracking/status

Contractor to provide inventory or As-Built report within 5 business days after installing new/replacement component(s).

- (c) Maintenance Reports
- (d) System error alerts
- (e) Remediation confirmation – If DTMB involvement is required AUTS CRM should include DTMB ticket #
- (f) Service Reports (ticket)
- (g) Contractor must provide Agency with Service Ticket Number upon request for service.
- (h) Service Ticket Number to be tracked through invoicing.
- (i) Service Ticket must include the chain of custody information (device description, serial numbers, and quantity, the type of issue, date the issue was reported, and the associated correction by contractor).
- (j) User Reports (at minimum every 6 months)

### 3.1. Staffing / Contractor Representative

Contractor Sales Representative - ALL:

Dave McDonald  
Dave.McDonald@aus.com  
616-257-1151

George Duquesnel – ALL  
George.duquesnel@aus.com  
616-257-1147

Contractor Technical Support – MDOS

Sam Nabkey  
[Sam.nabkey@aus.com](mailto:Sam.nabkey@aus.com)

### 3.5 Customer Support

- i. The Contractor must be able to respond to MDOS in a minimum of four hours on service requests.
- ii. Once MDOS approves service, Contractor must be able to schedule within the next business day for all standard hardware issues. Service is then to be scheduled within two weeks of MDOS approving service.
- iii. Agency does not anticipate after hours support. The Contractor is to provide billable hourly rates if agency requests after hours support.

iv. The Contractor shall be able to provide MDOS the ability to purchase spare hardware. MDOS may request contractor to provide quotes upon request for the following equipment.

1. Cameras (Vandal tamperproof, interior/exterior, fisheye, door jamb)
- (1) Encoder (8 or 16 port)
- (2) NAS (80 TB)
- (3) Hard drives for NAS
- (4) Universal Power Supply
- (5) Other as technology or security needs changes

### **3.7.1. Disclosure of Subcontractors – for MDOS**

- a. The use of subcontractors is expressly prohibited for all work under this SOW. All personnel assigned to this work effort must be full time employees of the Contractor.

### **3.8.A. Security**

- b. The Contractor's staff assigned to buildings and property owned or leased by the State of Michigan will be subject to and must comply with SOM and/or State Agency specific security investigations necessary to obtain access and/or clearance to be present on SOM property. This includes but is not limited to name-based, fingerprint background checks, confidentiality training and other security clearance requirements as required by law, regulation, statute, or Agency policy.
- c. The Contractor staff is subject to such investigation upon initial request and is subject to annual renewals as well as random requests throughout the terms set forth in the contract. The Contractor is obligated to self-report any felony conviction of previously cleared staff assigned and associated with this contract to the SOM contractor manager throughout the terms set forth in of the contract. Contractor agrees to sign and abide by OIP Confidentiality Agreement. The Contractor acknowledges and will comply with all Security Procedures throughout its contract. It is a requirement that all Contractor's employees pass an MSP background check as a condition of employment. Furthermore, in such facilities as Correctional institutions, the Contractor's employees are subject to L.E.I.N. clearance procedures on a yearly basis.
- d. All Contractor's will wear approved uniforms and carry Company picture IDs. Non-technical employees carry Company picture ID's. The Contractor will comply with any requirement for any additional State ID requirements.
- e. Contractor to notify OIS of any staff changes or changes to access for MDOS' system.
- f. Contractor must perform background checks on all employees prior to their assignment.
- g. Contractor to provide background check within 30 days of Contract Change Notice and annually through duration of contract.

### **8.1. Invoicing for MDOS**

Invoices to be submitted electronically to [SOSSecurity@michigan.gov](mailto:SOSSecurity@michigan.gov) and include

1. Delivery Order number / Contract number
2. State of Michigan Agency Name
3. MDOS location

4. Date of service
5. Description of service provided and Service Ticket number or Quote number
6. If equipment is included, provide description, quantity, serial and MAC numbers, quantity, unit price, labor, and extended costs.
7. Shipping Cost (if any)
8. Total Price
9. Vendor shall provide supporting documentation (Service Ticket or Work Order)



**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 **9**  
 to  
 Contract Number **20000000332**

<b>CONTRACTOR</b>	SECURADYNE SYSTEMS INTERMEDIATE, LLC
	14900 Landmark Blvd., Suite 350
	Dallas, TX 75254
	Dave McDonald
	616-291-6269
	dmcDonald@midstatesecurity.com
	VS0134424

<b>STATE</b>	<b>Program Manager</b>	Brandon Philip	DTMB
		517-335-4110	
		PhilipB@Michigan.gov	
	<b>Contract Administrator</b>	Lisa Spitzley	DTMB
		(517) 249-0440	
		spitzleyl4@michigan.gov	

**CONTRACT SUMMARY**

VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2021	2 - 1 Year	September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
2%NET45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input 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"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$13,949,807.00	\$0.00	\$13,949,807.00		

**DESCRIPTION**

Effective October 20, 2022 Add Camera Equipment for MDOT project, see attached items and cost document.  
 All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **8**  
 to  
 Contract Number **200000000332**

<b>CONTRACTOR</b>	SECURADYNE SYSTEMS INTERMEDIATE, LLC
	14900 Landmark Blvd., Suite 350
	Dallas, TX 75254
	Dave McDonald
	616-291-6269
	dmcDonald@midstatesecurity.com
	VS0134424

<b>STATE</b>	<b>Program Manager</b>	Brandon Philip	DTMB
		517-335-4110	
		PhilipB@Michigan.gov	
	<b>Contract Administrator</b>	Lisa Spitzley	DTMB
		(517) 249-0440	
		spitzleyl4@michigan.gov	

**CONTRACT SUMMARY**

**VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION - STATEWIDE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2021	2 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
2%NET45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input 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 checked="" type="checkbox"/>	One, 1-Year	<input type="checkbox"/>		September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,274,807.00	\$5,675,000.00	\$13,949,807.00		

**DESCRIPTION**

Effective July 19, 2022, this contract is hereby updated as follows:  
 1. Exercise final 1-year option, new expiration date is September 30, 2023;  
 2. Add Increase of \$5,675,000.00  
 3. Add Statement of Work (SOW) for Michigan Department of State (MDOS) BOSC Phase III project, see attached Statement of Work;  
 All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on July 19, 2022.

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

AGENCY	NAME	PHONE	EMAIL
MDOC	Lyle Wyskowski	517-780-6366	WyskowskiL@michigan.gov
MSHDA	Chris Hudson	517-373-6029	HudsonC5@michigan.gov



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 7  
 to  
 Contract Number 200000000332

<b>CONTRACTOR</b>	SECURADYNE SYSTEMS INTERMEDIATE, LLC
	14900 Landmark Blvd., Suite 350
	Dallas, TX 75254
	Dave McDonald
	616-291-6269
	dmcDonald@midstatesecurity.com
	VS0134424

<b>STATE</b>	<b>Program Manager</b>	Brandon Philip	DTMB
		517-335-4110	
	PhilipB@Michigan.gov		
	<b>Contract Administrator</b>	Lisa Spitzley	DTMB
(517) 249-0440			
spitzleyl4@michigan.gov			

**CONTRACT SUMMARY**

VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2021	2 - 1 Year	September 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
2%Net45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input 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"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,477,221.00	\$797,586.00	\$8,274,807.00		

**DESCRIPTION**

Effective March 15, 2022, this contract is hereby increased by \$797,586.00 and the following are added to this contract:  
 1. Statement of Work (SOW) for Michigan Department of Corrections (MDOC) Security door and lock replacement project at G Robert Cotton Correctional Facility), see attached Statement of Work;  
 2. Gold Service Plan with Semi-Annual preventative maintenance and free software upgrades for Michigan State Housing Development Authority (MSHDA) Equipment, see attached Statement of Work.  
 Please note the contract administrator for the State is changed to Lisa Spitzley, 517-249-0440, spitzleyL4@michigan.gov.  
 3. Federal Provisions Addendum.  
 All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on March 15, 2022.

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDOC	Lyle Wyskowski	517-780-6366	WyskowskiL@michigan.gov
MSHDA	Chris Hudson	517-373-6029	HudsonC5@michigan.gov

## Security Systems Update Project Statement of Work

### Place of Performance

G Robert Cotton Correctional Facility  
3500 N. Elm Road  
Jackson, MI 49201

### Primary Point of Contact

Lyle Wyskowski  
G Robert Cotton Correctional Facility  
+1 (517) 780-5249  
Wyskowskil@Michigan.Gov

### Housing Unit I & J

Replace 2 door control panels with new panels, LED's and Switches.  
Replace existing relay panel with PLC.  
Replace locks with new locks

### Seg Unit L

Replace 2 door control panels with new panels, LED's and Switches.  
Replace existing relay panel with PLC.  
Replace locks with new locks

Item	Qty.	Cost	Total
Labor on site	3,540	\$105 Per hour	\$371,694.57
Labor Travel	295	\$75 per hour	\$22,125.00
Per Diem	280	\$95 per day	\$26,600.00
Mileage	11,872	\$.35 per mile	\$4,150.00
Warranty 1 year	Lot		8,060.00
Total Material	Lot		\$310,010.00
Total Price			\$742,639.57

Note: Brink Locks to reuse existing lock cylinders and extensions.  
Lock cores to be provided by facility.

PLC					\$310,010.26	
QTY	Manufacturer	Part #	Description	Unit Price	Ext.Price	
9	Allen Bradley	1769-PA4	120/240V AC Power Supply (5V@4amp)	\$638.94	\$5,750.46	
26	Allen-Bradley (Rockwell Automation, Inc.)	1769-IQ32	ABR:IO Module, 32 Output, 24VDC Sink	\$598.86	\$15,570.36	
26	Allen Bradley	1492-CAB025RTN32I	Digital I/O Cable Type RTN32I, W/2 1769-RTB18	\$238.89	\$6,211.14	
19	Allen-Bradley (Rockwell Automation, Inc.)	1769-OB32	ABR:IO Module, 32 Out, 24VDC Source	\$735.61	\$13,976.59	
19	Allen Bradley	1492-CAB025RTN32O	Digital I/O Cable Type RTN32O, W/2 1769-RTB18	\$238.89	\$4,538.91	
3	Allen Bradley	1769-ECR	Right End Cap Terminator	\$48.57	\$145.71	
7	Meanwell	DR-UPS40	Meanwell UPS 24VDC 40 Amp	\$57.14	\$399.98	
6	Powersonic	PS-12260S	Powersonic 12 VDC 26 AH Battery Lead Acid	\$92.86	\$557.16	
2	Allen-Bradley (Rockwell Automation, Inc.)	1769-L33ER	ABR:CompactLogix 2MB Controller	\$3,343.36	\$6,686.72	
44	Allen-Bradley (Rockwell Automation, Inc.)	800L-12L24R-QTY5	ABR:Panel Indicator Light, Red, Qty 5	\$97.11	\$4,272.84	
44	Allen-Bradley (Rockwell Automation, Inc.)	800L-12L24G-QTY5	ABR:Panel Indicator Light, Green, Qty 5	\$97.11	\$4,272.84	
10	Allen-Bradley (Rockwell Automation, Inc.)	800FP-F3	ABR:Momentary push button, Green	\$11.49	\$114.90	
201	Allen-Bradley (Rockwell Automation, Inc.)	800F-X10	ABR:Contact Block, Latch Mount	\$14.14	\$2,842.14	
201	Allen-Bradley (Rockwell Automation, Inc.)	800F-ALP	ABR:Plastic Latch	\$6.84	\$1,374.84	
201	Allen-Bradley (Rockwell Automation, Inc.)	800FP-F2	ABR:Push Button, Plastic, Flush	\$11.49	\$2,309.49	
201	RR Brink	400202	Detention Grade Electronic lock	\$1,107.14	\$222,535.14	
3	Allen-Bradley (Rockwell Automation, Inc.)	1769-AENTR	ABR:Ab Ethernet/IP Adaptor	\$1,264.21	\$3,792.63	
2	Rhino Pro	PSN24-960	24V 40 amp DC power supply	\$627.69	\$1,255.38	
100	Allen-Bradley (Rockwell Automation, Inc.)	1492-J3-BL	ABR:DIN Terminal 6mm Black	\$1.78	\$178.00	
10	Allen-Bradley (Rockwell Automation, Inc.)	199-DR1	ABR:Din Mounting Rail	\$15.35	\$153.50	
1	Allen-Bradley (Rockwell Automation, Inc.)	800L-12L24A-QTY5	ABR:Panel Indicator Light, Amber, Qty 5	\$104.58	\$104.58	
7	Allen-Bradley (Rockwell Automation, Inc.)	1492-XIM4024-16RF	ABR:Relay Interface Module	\$643.62	\$4,505.34	
6	Allen-Bradley (Rockwell Automation, Inc.)	1492-XIM24-16RF	ABR:Module, Relay	\$626.26	\$3,757.56	
1	Allen-Bradley (Rockwell Automation, Inc.)	1769-OB16	ABR:IO Module, 16 Output, 24VDC Source	\$482.43	\$482.43	
26	Allen-Bradley (Rockwell Automation, Inc.)	1492-RIFM40F	ABR:Feed Through Interface Module	\$162.37	\$4,221.62	

# MSHDA Service Agreement April 2021 through September 2023

## Statement of Work

### Place of Performance

MSHDA  
735 E. Michigan AVE  
Lansing, Michigan 48912

### Primary Point of Contact

Chris Hudson  
MSHDA  
(517)-373-6029  
HudsonC5@michigan.gov

The following equipment is covered under the Gold Service Agreement per the PLS-SA contract included with this packet. This contract also includes Semi-annual preventive maintenance and free manufacturer software upgrades. This contract does not cover acts of God, malicious damage or customer owned and provided locks, computer or network hardware. Services provided outside of this scope will be provided at standard rates on a T&M basis.

930-010-US PAX:Net2 Professional Software Lic 1.00  
682-493-US PAX:Net2 Plus 1 Door Access Control Unit 16.00  
514-326-US PAX:Net2 Desktop Reader, USB 1.00  
345-220-US PAX:Proximity PS0 Mullion Reader 16.00  
571-395-US PAX:Net2 Cabinet Mounting Plate, SPK 4.00  
Enstation 5 Wireless network link 2.00  
555630-110 WCW:24-4P OAS SOL CMP CSE Blk Jkt 1000' 6.00  
AL1012ULACM ALT:Access Control power supply, 12 vdc 1.00  
1.3C-HSSL-DI AVG:1.3MP, D/N, Indoor Dome, 3-9mm 4.00  
1.3C-HSSL-DO1-IR AVG:1.3MP WDR D/N Out Dome Camera 2.00  
15C-H4A-3MH-270 AVG:3x5 MP Camera,270 Degree,2.8mm 3.00  
16C-ACC6-ENT AVGZZZ:ACC6 Ent Lic 16 Cam Channels\*\*\*\*\* 1.00  
6.0C-HSA-BO1-IRAVG:6.0 MP WDR, 4.9-8mm, Iris Lens, IR 7.00  
NVR4X-STD-16TB-S16 AVG:16TB 2U Windows Server Rack Mt  
-NA 1.00  
SG350-28MP-K9-NA CIS:L3 Mgd Switch 28 Port Rack Mt 1.00  
SMARTIS00LCD TL:UPS,IS00VA, 8 Outlets, Line Intact, 2 1.00

**MSHDA Service Agreement April 2021 through September 2023**

**Customer Number:**

**MSHDA**

735 E. Michigan AVE  
Lansing, Michigan 48912

**Contact:** Chris Hudson

**Phone:** (517)-373-6029

**Email:** HudsonC5@michigan.gov

**Proposal No.:** 43067-2-0

**Date:** February 14, 2022

**Your Reference:**

**Valid To:** 3/16/2022

**Payment Terms:** Net 45

**Quoted By:** David McDonald

**Phone:**

**Email:** dave.mcdonald@aus.com

**Service Agreement Parts**

Description	Ext. Price
PLS-SA-Gold: Gold Package	\$750.00

**Investment Summary**

**Monthly Recurring \$750.00**

## PLS (Priority Lifecycle Services)

### Gold Service Agreement:

Benefits of a Gold Service Agreement include 24x7 call handling and 24x7 service hours<sup>3</sup>. Receive priority over Customers without a service agreement with our 24-hour response time for non-emergency calls<sup>1</sup> and 8-hour on-site response for critical component calls<sup>2</sup>. After-hours Service is available 24x7 (at a pre-defined rate). Repair and replacement labor included. Avoid downtime with provided loaner equipment during parts repair/replacement.

#### Notes:

1. On-site response for non-emergency items will be provided within the stated period once receiving notification of a non-emergency condition, as determined by the customer and Allied Universal® Technology Services. Non-emergency conditions are failures at an individual component level resulting in minimal impact to the overall operation of the facility.
2. On-site response for critical components will be provided within the stated period once receiving notification of a critical emergency condition, as determined by the customer and Allied Universal® Technology Services. Critical emergencies are failures at a system or panel level and would result in the loss of the entire section of a building or place the facility at high risk.
3. "Service hours" refers to the hours during which service is provided. Any services calls performed outside of the stated range are billable at standard T&M hourly rates.

### Agreement Pricing:

1. Year 1 of this Gold Service Agreement is \$9,000 and will be invoiced in year one of the agreement at the chosen frequency.

# FEDERAL PROVISIONS ADDENDUM

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This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, 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. Equal Employment Opportunity

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

- a. 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.
- b. 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.
- c. 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.

## FEDERAL PROVISIONS ADDENDUM

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- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.  
  
The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

## FEDERAL PROVISIONS ADDENDUM

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The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### 2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) 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"), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

### 3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-

## FEDERAL PROVISIONS ADDENDUM

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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, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

### 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, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard work

## FEDERAL PROVISIONS ADDENDUM

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week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### 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 and the Federal Water Pollution Control 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](#)), and during performance of this Contract the Contractor agrees as follows:

#### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency

## FEDERAL PROVISIONS ADDENDUM

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Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

### Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding 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 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “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](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and

## FEDERAL PROVISIONS ADDENDUM

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throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in *Exhibit 1 – Byrd Anti-Lobbying Certification* below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### 9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### 10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- a. **Access to Records.** The following access to records requirements apply to this contract:
  - i. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of

## FEDERAL PROVISIONS ADDENDUM

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- making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**b. Changes.**

See the provisions regarding modifications or change notice in the Contract Terms.

**c. DHS Seal Logo and Flags.**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**d. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**e. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

**f. Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

# EXHIBIT 1

## BYRD ANTI-LOBBYING CERTIFICATION

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Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**EXHIBIT 1 - BYRD ANTI-LOBBYING CERTIFICATION**

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The Contractor, Securadyne Systems Intermediate LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **6**  
 to  
 Contract Number **200000000332**

<b>CONTRACTOR</b>	SECURADYNE SYSTEMS INTERMEDIATE, LLC
	14900 Landmark Blvd., Suite 350
	Dallas, TX 75254
	Dave McDonald
	616-291-6269
	dmcDonald@midstatesecurity.com
	VS0134424

<b>STATE</b>	<b>Program Manager</b>	Brandon Philip	DTMB
		517-335-4110	
		PhilipB@Michigan.gov	
	<b>Contract Administrator</b>	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

**CONTRACT SUMMARY**

VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION - STATEWIDE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2021	2 - 1 Year	September 30, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input 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, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$7,477,221.00	\$0.00	\$7,477,221.00		

**DESCRIPTION**

Effective September 2, 2021 This contract is revising contract language in Schedule A, Section 2.5. Maintenance as attached. The State's contract administrator is changed to Valerie Hiltz, 517-249-0459, hiltzv@michigan.gov.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval.

*Schedule A, Section 2.5. is replaced in its entirety as follows:*

## **2.5. Maintenance**

A. On-Site maintenance must be performed according to the recommended manufacturer maintenance schedule.

B. MDOS Maintenance and Service and Annual Preventative Maintenance

The Contractor will provide both RMR Maintenance and Service and Annual Preventative Maintenance at all MDOS branches. As branches are added or deleted, the cost per branch will remain the same.

1. RMR Maintenance and Service. The Contractor will provide maintenance service on this contact utilizing the Contractors PLS (Priority Life Cycle Service) Platinum Service which provides:
  - a. 24x7 call handling and 24x7 service hours.
  - b. Priority over customers without this service agreement with an 8-hour response time for non-emergency calls.
    - I. On site response for non-emergency calls will be within 8 business hours once the Contractor has received notification of the non-emergency condition.
    - II. Non-emergency conditions are failures at an individual component level resulting in minimal impact to the overall operations of the facility.
  - c. 4-hour on-site response time for critical component, emergency calls.
    - I. On site response for critical emergency calls will be within 4 business hours once the Contractor has received notification of the critical emergency condition.
    - II. Critical emergencies are failures at a system or panel level and would result in the loss of the entire section of a building or place the facility has labeled at high risk.
2. Annual Preventative Maintenance. The Contractor will provide Annual Preventative Maintenance which covers inspection, testing and adjusting of card reader-controlled doors, surveillance cameras, perimeter door position switches, equipment enclosures and server/storage equipment racks.

The Contractor will also include back-up of access control system configuration, archiving of cardholder database/transaction logs, back up video management system configuration, confirm correct recording preference (application reprogramming excluded), de-fragment all hard

drives as needed, run system-wide diagnostic reports in order to identify nuisance alarms and/or faulty equipment (if needed, repairs will be performed) and optimize video recording storage arrays as needed (application reprogramming excluded).

Annual Preventative Maintenance also include one (1) ear sit-wide vulnerability assessment designed to identify gaps in current electronic security protection scheme and interview with State staff regarding needs analysis.

Annual Preventative Maintenance is further defined as follows:

- a. All sites will be inspected once per year with preset dates and times set up with the MDOS project representative. Sites will be done approximately two (2) per month and located in the same area of the state.
- b. The Contractor will inspect, clean, and check all cameras and views at each MDOS site.
- c. The Contractor will check all connections at the head end and cameras to make sure they are in good working order.
- d. The Contractor will clean all equipment fans and vents.
- e. The Contractor will work with the MDOS representative to test the network connections to the SOM PC and that all views are available.
- f. The Contractor will evaluate each site for possible upgrades and new technologies.
- g. If any repairs or updates are needed the Contractor's service department will put pricing together for MDOS to approve before repairs are completed.

- 3. Costs associated with MDOS RMR Maintenance and Service, and Annual Preventative Maintenance will be charged as follows:

<b>Service Type</b>	<b>Service Description</b>	<b>Unit</b>	<b>Cost Per Month</b>
RMR Maintenance and Service	PLS-SA Platinum	Per Branch	\$542.79
Preventative Maintenance	Annual PM	Per Branch	\$99.87



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **5**  
 to  
 Contract Number **200000000332**

<b>CONTRACTOR</b>	SECURADYNE SYSTEMS INTERMEDIATE, LLC
	14900 Landmark Blvd., Suite 350
	Dallas, TX 75254
	Dave McDonald
	616-291-6269
	dmcDonald@midstatesecurity.com
	VS0134424

<b>STATE</b>	<b>Program Manager</b>	Brandon Philip	DTMB
		517-335-4110	
		PhilipB@Michigan.gov	
	<b>Contract Administrator</b>	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

<b>CONTRACT SUMMARY</b>				
<b>VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION - STATEWIDE</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2018	September 30, 2021	2 - 1 Year	September 30, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input 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 checked="" type="checkbox"/>	1-Year	<input type="checkbox"/>		September 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,477,221.00	\$3,000,000.00	\$7,477,221.00		
DESCRIPTION				
Effective 6/28/2021, this contract is hereby increased by \$3,000,000.00 and the contract Option Year is exercised. The Contract end date is revised to 9/30/2022. All other terms, conditions, specifications, and pricing remain the same. Per Administrative Board Approval on 6/8/2021, agency agreement, and DTMB Central Procurement Services and Contractor approval.				



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

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **20000000332**

<b>CONTRACTOR</b>	SECURADYNE SYSTEMS INTERMEDIATE, LLC	<b>Program Manager</b>	Brandon Philip	DTMB
	14900 Landmark Blvd., Suite 350		517-335-4110	
	Dallas, TX 75254		PhilipB@Michigan.gov	
	Dave McDonald	<b>Contract Administrator</b>	Steven Motz	DTMB
	616-291-6269		(517) 331-6086	
	dmcDonald@midstatesecurity.com		motzs1@michigan.gov	
VS0134424				

**CONTRACT SUMMARY**

**VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION - STATEWIDE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2021	2 - 1 Year	September 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input 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, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,477,221.00	\$2,000,000.00	\$4,477,221.00		

**DESCRIPTION**

Effective 10/26/2020, this contract has been modified to include security perimeter fencing for the Michigan Department of Corrections. Through this Change Notice #3, the pricing and equipment described in this Statement of Work are made available to all state agencies. This contract is increased by \$2,000,000.00 as funds remaining on security contract 071B5500125 have been added to security Contract 20000000332.

Please note the following:

- 1) Attached Statement of Work (Exhibit A-2) for Perimeter Fencing Work
- 2) Attached Pricing for Perimeter Fencing goods and services (Exhibits B-1, B-2, B-3, B-4, B-5)

All other terms, conditions, specifications and pricing remain the same, per contractor and agency agreement, and DTMB Central Procurement Service approval.

**EXHIBIT A-2  
STATEMENT OF WORK  
CONTRACT ACTIVITIES FOR PERIMETER FENCING**

This exhibit identifies the requirements for this Contract specific to perimeter fencing work.

**Project Background:** This Statement of Work (SOW) is for the following compatible high security perimeter fence systems and parts

**Integrated Security Corp**, Infinity 2020 Perimeter Fence Security Systems and Parts

**RBtec** High Security Perimeter Fence Detection Systems and Parts

**Senstar** Flex PS™ Fence-Mounted Perimeter Intrusion Detection Systems and Parts

Pricing includes all required components, technical support, training price per site visit, and freight. The State reserves the right to add related products, and/or services.

**1. Brand Specific Contract**

- Contractor may present one or more brands.
- Contractor certifies bid is to supply one or more of the specified brands. Contractor is providing Integrated Security Corporation, Infinity 2020 Perimeter Security System and Senstar FlexPS™ Fence-Mounted Perimeter Intrusion Detection System, as noted.
  - Integrated Security Corp., Infinity 2020 Perimeter Security System
  - Senstar FlexPS™ Fence-Mounted Perimeter Intrusion Detection System

**2. Contractor Status**

- Contractor certifies they are the Manufacturer or the Manufacturer's Authorized Dealer or Distributor of the specified brand(s).
  - Integrated Security Corp.
  - Senstar

**3. Compatibility**

- Contractor certifies all components supplied will be compatible with existing Integrated Security Corp, RBtec and/or Senstar components.

**4. General Requirements**

**5.1 Specifications**

Contractor must provide complete specifications of the compatible systems and parts upon request by the State.

**5.2 Direction of Contract Activities**

Contractor must carry out the Contract Activities under the direction and control of the State Program Manager for Perimeter Fencing.

**5.3 Customer Service**

The Contractor agrees to provide, at no charge to the State, telephone and email support (inside Rep, outside Rep, technical support) 7:00 a.m. – 4:30 p.m. EST, Monday – Friday, including all State of Michigan Holidays.

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day

- Memorial Day
- Independence Day
- Labor Day
- General Election Day (even numbered years)
- Veterans Day
- Thanksgiving Day and the day after
- Christmas Eve
- Christmas Day
- New Year's Eve

The Contractor toll-free telephone number, email address and location of the telephone support center is:

1-800-955-1317

Chuck Brown

[chuck.brown@aus.com](mailto:chuck.brown@aus.com)

5975 Crossroads Commerce Parkway

Wyoming, MI 49424

#### **5.4 Warranties**

- Integrated Security Corporation warranties all product against manufacturer's defects for one year.
- Senstar warranties all product against manufacturer's defects for one year.
- Integrated Security Corporation (the Manufacturer) will pay return shipping on defective parts. Shipment of replacement parts will occur the same day or next day. Parts are generally not repaired. Manufacturer understands facilities need the system operational 24/7 and will replace parts before they are returned. However, if the part is damaged or otherwise not a warranty replacement, the State will be charged for the replacement part.
- Senstar (the Manufacturer) will pay return shipping on defective parts. Shipment of replacement parts will occur the same day or next day. Parts can be repaired within 1 to 2 weeks, or the Manufacturer will ship replacement parts. If the part is damaged or otherwise not a warranty replacement, the State will be charged for the replacement part.

The State reserves the right to require warranties other than those above.

#### **5.5 Recall Requirements and Procedures**

- The Contractor will notify the State of any recalls

#### **5.6 Quality Assurance Program**

- Product will be shipped directly to State facilities. Issues will be addressed accordingly upon notification.

#### **5.7 Ordering**

- The State is neither obligated to purchase, nor will it guarantee the purchase of, any specific quantity of compatible systems and parts.
- The State requires no minimum order for quantity or dollar amount.

### **5. Service Levels**

#### **6.1 Time Frames**

- All Contract Activities must be delivered within 30 calendar days from receipt of order. The receipt of order date is pursuant to Section 2, Notice provisions of the Standard Contract.

## **6.2 Locations**

- Delivery will be made to various locations throughout the State as requested in DO.

## **6. Support**

### **7.1 Technical Support**

- The Contractor toll-free number for technical support is: 1-800-955-1317
- When contacted for technical support, the Contractor must resolve the caller's issue within 60 minutes. If the issue cannot be resolved within 60 minutes, on-site technical support must be scheduled and performed within 72 hours of the time the initial call for support occurred.
- If the Contractor is unable to provide on-site technical support within 72 hours of the initial call for support, the Contractor may utilize the services of a qualified sub-contractor, provided the technical support is performed within 72 hours of the initial call for support.
- The Contractor maintains sole responsibility for payment to sub-contractor.
- The contact name and telephone number for emergency situations occurring outside standard technical support hours is: Call Center: 800-955-1317 / Chuck Brown: 616-299-2814

### **7.2 Training Support**

- The Contractor toll-free number for training support is: 1-800-955-1317
- The Contractor is available for training support during the hours of 7:30 a.m. to 4:30 p.m. EST, Monday – Friday, including all State of Michigan Holidays as outlined in Section 2.1, Customer Service, above.
- If the Contractor is unable to provide on-site training support within 72 hours of the initial call for support, the Contractor may utilize the services of a qualified sub-contractor, provided the technical support is performed within 72 hours of the initial call for support.
- The Contractor maintains sole responsibility for payment to sub-contractor.

## **7. Software**

- The Contractor will provide a copy of any applicable licensing agreement.
- All required software upgrades and/or patches will be included at no charge to the State.
- After each software change, enhancement or upgrade, all required on-site training will be included at no charge to the State.

## **8. Reporting**

- The Contractor will submit reports, at no charge, to the Program Manager or DTMB Contract Administrator as requested, i.e. usage reports.
- The State reserves the right to request additional reports at no charge.
- If Deliverables incorporate recycled or recyclable material (Section 15.2 Recycled Content and Recyclability), the Contractor will submit a report of all items sold during that calendar year containing recycled / recyclable material(s). Recycled Commodities Report is due to the DTMB Contract Administrator by the second Friday of every December.

## **9. Meetings**

- The State may request meetings as it deems appropriate.

## **10. Staffing**

### **11.1 Contractor Representative**

- The Contractor Representative, knowledgeable about Contract Activities, specifically assigned to this perimeter fencing statement of work, and available to answer questions related to ordering and delivery, etc., is: Chuck Brown: 616-299-2814

- The Contractor will notify the Contract Administrator when there is a change in the Contractor Representative.

## **11.2 Facility Security and Rules**

The Contractor will be subject the following security procedures:

- The Contractor's employees have all passed a background check. The Contractor's technicians are required to wear uniforms and badges. The Contract will submit background checks to the facilities as required
- The State may require the Contractor's personnel to wear State issued identification badges. The State may perform an additional background check under Standard Contract Terms, #12 – Background Checks. The Contractor agrees to provide a list of all personnel, including the name and date of birth, who will be assigned to State work.
- Contractor agents or employees may be required to enter high security State locations and will be subject to any applicable rules, regulations, or conditions.
- At least 24 hours prior to order delivery at a Michigan Department of Corrections facility, the carrier should call and provide the information for Law Enforcement Information Network (L.E.I.N.) clearance of the delivery driver and rider(s). Failure to provide the required information (i.e., driver's license number and/or social security number) may result in the vendor being denied access to the correctional facility.
- The State reserves the right to deny access to any institution and/or facility to any Contractor(s) staff member who fails to comply with any applicable State, federal or local law, ordinance or regulation, or whose presence may compromise the security of the facility, it's members or staff.
- The State will not be responsible for costs incurred for denial of access.

# STATE OF MICHIGAN

**Contract No.  
20000000332  
Perimeter Fence**

## EXHIBIT B-1 PRICING FOR INTEGRATED SECURITY CORPORATION (ISC)

INFINITY 2020 PERIMETER FENCE SECURITY SYSTEMS

**Quantities stated are not indicative of, nor guarantees of quantities to be ordered.**

Prices include all costs including (but not limited to) shipping, any one-time or set-up charges, fees and potential costs.

Pricing includes Shipping Costs.

Commodity Code	Item Number	Item	Description	Unit	CN#3 Price
680-97	S-10	Sensor Cable	Fence-mounted cable with sensors	Foot	\$6.67
680-97	S-9	Lead Cable	Cable to connect various system components	Foot	\$1.11
680-97	JB-F	Junction Box	PVC, fence-mounted used to attach multiple zones of S-10 Sensor Cable	Each	\$84.33
680-97	TY-WRAP1	Ty-Wraps	UV and weather resistant to attach S-10 Sensor Cable to fence – 1,000 per bag	Bag	\$90.00
680-97	Ty-WRAP-SS	SS Ty-Wraps	Stainless steel to attach S-10 Sensor Cable to fence – 1,000 per bag	Bag	\$95.00
680-97	1CBLE-CCC01	Splice Coffin	Splice Coffin	Each	\$7.11
680-97	900501-A	Controller Card	Infinity 2000 Controller Card	Each	\$1,535.18
680-97	900502	Transponder Card	Infinity 2000 Transponder Card	Each	\$1,535.18
680-97	VB	Vision Board	Monitors up to 16 zones of S-10 Sensor Cable	Each	\$1,058.67
680-97	SIB	Sensor Interface Board	Interface for field connections and surge suppression	Each	\$519.18
680-97	RB	Relay Board	Zone alarm output relays for external systems, two per zone	Each	\$519.18
680-97	P-16	Processor Enclosure	Enclosure that includes power supply, battery backup, surge suppression and tamper switch and houses Vision, Sensor Interface and Relay Boards	Each	\$1,799.34
680-97	WX-75M	Weather Station	Monitors wind and precipitation conditions. Available for replacement only	Each	\$953.01
680-97	WX-2020	Weather Station	Monitors wind and precipitation conditions	Each	\$1,789.18

Commodity Code	Item Number	Item	Description	Unit	CN#3 Price
680-97	INFINITY 2020	Infinity 2020 Software	Full-featured, graphical interface with data log retention of all activities, alarms/events, sensitivity adjustments and arm/disarm function each zone individually from the central computer. No field adjustments required, wind and precipitation compensation for each zone from computer keyboard. Password protection of system software.	Each	\$2,435.35
680-97	INFINITY 2020-M	Infinity 2020 Maintenance Software	Non-graphical software for set-up and maintenance. Used with external head-end.	Each	\$687.83
680-97	COMP-D	Desk Top Computer	Dell desk top computer for use with Infinity 2000 Software	Each	\$1,799.34
680-97	COMP-L	Laptop Computer	Dell laptop computer with DOS software for testing and adjustment	Each	\$1,799.34
962-46	DTSR	Technical Support	Daily technical service rate based on 8-hour work day, including transportation.	HR	\$143.26

# STATE OF MICHIGAN

Contract No.  
20000000332  
Perimeter Fence

## EXHIBIT B-2 PRICING FOR SENSTAR

FlexPS FENCE-MOUNTED PERIMETER INTRUSION DETECTION SYSTEM

**Quantities stated are not indicative of, nor guarantees of quantities to be ordered.**

Prices include all costs including (but not limited to) shipping, any one-time or set-up charges, fees and potential costs.

Pricing includes Shipping Costs.

Commodity Code	Item Number	Item	Description	Unit	CN#3 Price
680-97	C6FG0902		Mark 2 sensor cable for FlexPS™/Intelli-FLEX, 150m (500') roll.	EA	1,686.40
680-97			Bag of 1,000 UV Resistant cable ties. <b>(Generic Manufacturer)</b>	EA	60.96
680-97	C6KT2600		Cable splice and terminator kit.	EA	63.75
680-97	00EM1302		Mini Silver Network Interface Unit, USB to RS-422 and single-mode fiber optic (SMFO) interfaces, DIN-rail mount.	SET	465.33
680-97	00CD0100		Network Managers (Silver, Sennet, Crossfire and MX) on CD, runs as Windows application, CD includes Alarm Integration Module software (requires separately purchased hardware key for normal operation), Network Manager SDK (simulator, API documentation, and sample code), and Status, Event Log, and Plot tools, up to 10 Network Managers may run on a PC, purchase of CD licenses one PC to run Network Manager, Windows XP Pro and Windows 7 compatible.	EA	145.00
680-97	TCL-060-148		Network power supply, 115/230 VAC, 50/60 Hz input, 48 VDC/60 W output, <b>(Traco)</b> mounted in a painted aluminum CSA Type 4, enclosure 26 x 23 x 13 cm (11 x 9 x 5 in.).	EA	200.15
	TSP-BCMU	Battery	Control Module	EA	282.45
	PS1270	Battery	for above	EA	16.26
680-97	00SW0230		USB security key (“dongle”) for Alarm Integration Module (AIM) software.	EA	1,175.51
680-97	DRC40A		Power Supply, 100-240 VAC, 15 VDC, 1.33 A, rated for indoor use only, comes with set <b>(Generic Manufacturer)</b> of international power plugs.	EA	40.64
	PS1270		1- Battery for above power supply	EA	16.26
680-97	00EM1400		ultraLink processor module, provides 8 relay outputs and 8 dry-contact inputs, controls up to 8 ultraLink expansion modules, accepts G2 Silver comm card, DIN-rail mount.	EA	807.72

Commodity Code	Item Number	Item	Description	Unit	CN#3 Price
680-97	00EM1500		ultraLink expansion module, 32 dry-contact inputs, DIN-rail mount, includes link cable for side-by-side modules.	EA	867.66
680-97	00EM1600		ultraLink expansion module, 32 relay outputs, DIN-rail mount, includes link cable for side-by-side module.	EA	914.40
680-97	DRC40B		DIN rail DC power supply for ultraLink I/O modules, 24 VDC, 40W, 85 – 264 VAC 47 – 64 Hz input, DC OK relay	EA	40.64
	2-PS1270		2- Batteries for above power supply	EA	32.51
680-97	00BA2101		Comm card, single-mode fiber optic (SMFO), G2 Silver.	EA	486.66
680-97	00BA2000		Comm card, EIA-422 copper, G2 Silver.	EA	486.66
680-97	00BA1901		Comm card, multi-mode fiber optic (MMFO), G2 Silver.	EA	486.66
680-97	E4FG0101		ultraWave transmitter and receiver pair, includes two mounting kits and four cable glands.	EA	1,857.25
680-97	00D0100		FlexZone product documentation, CD.	EA	123.35
680-97	G6EM0101		FlexZone, 4 processor in NEMA 4 aluminum enclosure, provides up to 4 independent zones of detection, includes mounting clamps.	EA	1,825.75
680-97	G6EM0102		FlexZone-20 processor in NEMA 4 aluminum enclosure, provides up to 20 independent zones of detection, includes mounting clamps.	EA	2,635.50
680-97	G6FG0111		FlexZone sensor cable on 150m (492 ft.) roll (splices, cable ties, and terminators sold separately).	EA	1,130.81
680-97	G6KT0101		FlexZone cable splice kit.	EA	55.88
680-97	G6KT01201		FlexZone cable terminator.	EA	90.42
680-97	G6KT0300		FlexZone armored sensor cable conduit, protective enclosure for splices and terminators, used with armored cable (splices and terminators sold separately).	EA	141.22
680-97	G6KT0101		FlexZone/FlexPS™/IntelliFLEX gate sensor cable quick disconnect kit, one required for swinging gates, two for sliding gates, includes 2 splice kits for attaching sensor cable.	EA	55.88
680-97	G5KT0301		FlexPS circuit card on adaptor plate for mounting into FPS enclosure	EA	3,411.00
680-97	G5KT0302		FlexPS circuit card on adaptor plate for mounting into Intelli-FLEX enclosure	EA	3,411.00
680-97	G5EM0101		FlexPS processor in NEMA 4 aluminum enclosure	EA	3,784.20
680-97	G5EM0200		FlexPS circuit card assembly on mounting plate	EA	3,140.75
<b>Service Rates &amp; Preventative Maintenance</b>					

Commodity Code	Item Number	Item	Description	Unit	CN#3 Price
93673/ 99050		Technician		HR	105.00
93673/ 99050		Technician Travel time		HR	75.00
93673/ 99050		Per Diem		EA	95.00
93673/ 99050		Mileage per mile		EA	0.34
<b>Requested Items to be added to the list</b>					
68002	5820	Spare Starnet 2 Server Dell		EA	2,576.58
68002	5820	Spare Starnet 2 Client Dell		EA	2,576.58
68002	00BA2200	Comm Card Ethernet		EA	506.98
68002	S2FG0102	Sarnet Bundle, 2 tower PC, License		EA	11,598.66
68002	S2FG0103	Sarnet Bundle, 3 tower PC, License		EA	15,291.82
68002	00EM2000	SNIU		EA	2,267.71
68002	00EM1301	Mini SNIU		EA	506.98
68002	E7EM0202	Wireless Gate Module		EA	367.79
68002	E7FG0301	Receiver Card for Flex Zone Processor		EA	274.83
68002	GB0412	Omni Directional Antenna		EA	116.43
68002	Solo Pro	2TB External Hard drive		EA	508.00
68002	00EM1500	Ultralink 32 input expansion card		EA	867.66
68002	Monitor	27" Video Monitor		EA	631.95
68002	WDBLK	Western digital Black 1TB hard drive premium		EA	174.75
68002	SATA	Sata cables for connecting hard drive		EA	20.32
68002	8GBRAM	8 GB Ram card		EA	132.08
68002	CLNR	Cleaner Air Duster		EA	12.19
68002	CLNR SCR	Cleaner Screen		EA	13.21
68002	FLASH	8 GB Flash Drive		EA	12.19
68002	UPSON	1500 watt UPS On-Line Double Conversion		EA	896.11

Commodity Code	Item Number	Item	Description	Unit	CN#3 Price
68002	2960x24	Cisco 2960X-24PS-L Network Switch		EA	2,119.38
68002	2960x48	Cisco 2960X-48PS-L Network Switch		EA	4,048.76
68002	GLCSXMMD	Cisco SFP module for network switch multimode		EA	450.09
68002	GLCSXSMD	Cisco SFP module for network switch single mode		EA	450.09
68002	CNGE	Comnet Hardened Switch CNGE2FE8MSPOE+		EA	2,278.89
68002	PSDRA	Comnet Power Supply 48VDC		EA	620.78
68002	SFP6	Comnet SFP module for network switch single mode		EA	151.38
68002	SFP16	Comnet SFP module for network switch multi mode		EA	151.38
68002	A161608LP	Hoffman 16x16x8 N12 Junction Box Hinged		EA	542.54
68002	A16P16	Hoffman 16x16 Backplate		EA	57.91
68002	G6FG0200	Armourflex 492'		EA	3,536.70

# STATE OF MICHIGAN

**Contract No.  
20000000332  
Perimeter Fence**

## EXHIBIT B-3 PRICING FOR SENSTAR FLARE

FlexPS FENCE-MOUNTED PERIMETER INTRUSION DETECTION SYSTEM

**Quantities stated are not indicative of, nor guarantees of quantities to be ordered.**

Prices include all costs including (but not limited to) shipping, any one-time or set-up charges, fees and potential costs.

Pricing includes Shipping Costs.

Commodity Code	Item	Description	Unit	CN#3 Price
68097	T1EM1402	Flare Generation 1 Reciever with Antenna	EA	\$2,468.40
68097	T1EM1502	Flare Generation 1 Reciever with Test Unit	EA	\$3,408.50
68097	T1EM1412	Flare Generation 1 Reciever with Exterior Antenna	EA	\$3,408.50
68097	T1KT0604	Omni Directional Antenna	EA	\$858.52
68097	T1FG0314	Flare Genreation 1 Transmitter	EA	\$569.50
68097	5820	Flare Generation 1 Spare work station Dell	EA	\$2,575.56
68097	T1EM1700	Flare Generation 2 Reciever & Test Unit with Antenna	EA	\$1,737.36
68097	T1FG1601	Flare Generation 2 Transmitter	EA	\$406.40
68097	T1FG0800	Flare Software and computer bundle	EA	\$6,400.80
68097	5820	Flare Genration 2 Spare Work Station Dell	EA	\$2,575.56
68097	T1KT1100	Rubber whip antenna mount for Reciever	EA	\$391.16
68097	T1KT1102	Yagi Antenna Kit	EA	\$1,178.56
68097	T1KT1104	Omni Antenna Kit	EA	\$1,178.56
68097	T1SP0300	Transmitter Spare Leather Pouch	EA	\$157.48
68097	CWGE26FX2TX24MSPOE+	Comnet Network Switch 24 port	EA	\$2,167.13
68097	TCL-060-148	Network power supply, 115/230 VAC, 50/60 Hz input, 48 VDC/60 W output, (Traco) mounted in a painted aluminum CSA Type 4, enclosure 26 x 23 x 13 cm (11 x 9 x 5 in.).	EA	\$200.15
68097	TSP-BCMU	Battery Control Module	EA	\$282.45
68097	PS1270	4 Batteries for above	EA	\$65.02
68097	SRSHELF2P	Rack Shelf	EA	\$71.12
68097	CNGE24MS	Comnet Fiber Switch	EA	\$4,900.17

<b>Commodity Code</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>CN#3 Price</b>
68097	SFP6	Comnet SFP module for network switch single mode	EA	\$151.38
68097	SFP16	Comnet SFP module for network switch multi mode	EA	\$151.38

## STATE OF MICHIGAN

**Contract No.  
20000000332  
Perimeter Fence**

### EXHIBIT B-4 PRICING FOR PROTECH

FlexPS FENCE-MOUNTED PERIMETER INTRUSION DETECTION SYSTEM

**Quantities stated are not indicative of, nor guarantees of quantities to be ordered.**

Prices include all costs including (but not limited to) shipping, any one-time or set-up charges, fees and potential costs.  
Pricing includes Shipping Costs.

Commodity Code	Item	Description	Unit	CN#3 Price
68097	30704312	Maxiris 8 Cell TX Tower 16 beams	EA	\$2,815.00
68097	30704313	Maxiris 8 Cell RX Tower 16 beams	EA	\$3,553.75
68097	30704417	Maxiris DF/DD 10 TX	EA	\$3,798.75
68097	30704415	Maxiris DF/DD 10 RX	EA	\$4,563.75
68097	30704417	Maxiris DF/DD 10RX+ 10 TX	EA	\$5,287.50
68097	30792001	Maxibuss Controller	EA	\$1,642.50
68097	30794001	Maxibuss Controller 4 PORT	EA	\$2,608.75
68097	35588419	Maxibuss 8 Relay Expansion Card	EA	\$247.50
68097		Maxiris Cell	EA	\$321.06
68097		3M Lense Cover	EA	\$680.72
68097	305800001	Floor Socket	EA	\$265.00
68097	35209301-P	Lightning Surge Protection	EA	\$242.50
68097	30701502	Anti climb cap 360	EA	\$528.75
68097	30701501	Anti climb cap 180	EA	\$482.50
68097	30622216	Solaris 5 Beam Transmitter Tower	EA	\$2,924.05
68097	30622217	Solaris 5 Beam Recieve Tower	EA	\$2,985.01
68097	30622512	Solaris 5 Beam Transmitter + Recive Tower	EA	\$3,270.50
68097	30620900	Solaris Short Floor Socket	EA	\$196.09
68097	30622900	Solaris Radio Coordinator	EA	\$459.23

<b>Commodity Code</b>	<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>CN#3 Price</b>
68097	30623200	Solaris Radio Repeater	EA	\$665.48
68097	SDI-76XL-MIL	Protech Pyramid Sensor 90'x50'	EA	\$1,017.50
68097	SDI-77XL-MIL	Protech Pyramid Sensor 100' x 10'	EA	\$1,015.00
68097	SDI-77XL2-105XX	Protech Pyramid Sensor 90'x50' (Non-MIL)	EA	\$865.00
68097	PH-4	Pole Mount 1 1/2" - 4 1/2"	EA	\$82.50

# STATE OF MICHIGAN

Contract No. 200000000332

Perimeter Fence

## EXHIBIT B-5 PRICING FOR GALLAGHER

FlexPS FENCE-MOUNTED PERIMETER INTRUSION DETECTION SYSTEM

**PLEASE NOTE:** items noted with “PK” greater than 1 in the Description indicate a minimum purchase quantity, at the noted price per unit.  
**For Example:** “PK100” is the minimum purchase amount, each item is priced at \$0.50 each.

Quantities stated are not indicative of, nor guarantees of quantities to be ordered.

Prices include all costs including (but not limited to) shipping, any one-time or set-up charges, fees and potential costs.

Pricing includes Shipping Costs.

Commodity Code	Item	Description	Unit	CN#3 Price
68002	C300100	Controller 6000 Gallagher	EA	\$1,028.83
68002	C300101	Controller 6000 - High Spec	EA	\$1,185.89
68002	C300102	4H Module	EA	\$397.96
68002	C300103	8H Module	EA	\$794.58
68002	C300104	PSTN Dialer	EA	\$260.87
68002	C300105	4R Module	EA	\$421.91
68002	C300106	8R Module	EA	\$843.83
68002	C300107	USB Memory Stick - 4GB	EA	\$27.42
68002	C300660	HBUS 8 In 2 Out Door Module	EA	\$308.78
68002	C300661	HBUS 8 In Board	EA	\$212.95
68002	C300662	HBUS 8 In 4 Out Board	EA	\$280.83
68002	C300663	HBUS 16 In 16 Out Board	EA	\$624.22
68002	G21920	F31 Fence Controller	EA	\$541.70
68002	G21940	F32 Fence Controller	EA	\$952.97
68002	G21902	F22 Fence Controller	EA	\$1,461.39
68002	G21965	F3 Cable Manager	EA	\$17.56
68002	G21963	Magnetic Key	EA	\$9.60
68002	G21961	Power Supply 15VDC 2.4A (For F31, F32 & F41)	EA	\$51.41
68002	2M1759	F22 Power Supply	EA	\$53.46
68002	G21909	F22 Module	EA	\$1,287.04
68002	G21926	F31 Fence Controller Module	EA	\$487.53

Commodity Code	Item	Description	Unit	CN#3 Price
68002	G21946	F32 Fence Controller Module	EA	\$857.67
68002	G13110	Z10 Tension Sensor	EA	\$323.42
68002	G13122	Z11 Interconnect Cable 190MMPK 5	EA	\$34.27
68002	G13132	Z11 Interconnect Cable 260MMPK 5	EA	\$35.64
68002	G13142	Z11 Interconnect Cable 330MMPK 5	EA	\$37.01
68002	G13251	Z11 Interconnect Cable 2.0MMPK 1	EA	\$46.61
68002	G13125	Z12 Cable Adaptor	EA	\$116.53
68002	G13126	Z11 End Of Line	EA	\$93.22
68002	G13310	Z40 Voltage Booster	EA	\$119.27
68002	G29003	3 Zone Fence Integrity Monitor	EA	\$749.33
68002	G29009	Module FIM 3 Zone	EA	\$637.53
68002	G29100	FIM End Of Line Load	EA	\$83.62
68002	G12915	Z20 Disturbance Sensor Incl. Mount Clamp (sold in packs of 1)	EA	\$206.30
68002	G12917	Z20 Dist Sensor Incl Conduit Clamp (sold in packs of 1)	EA	\$206.30
68002	G12914	Z20 Mount Clamp (sold in packs of 1)	EA	\$7.13
68002	G12916	Z20 Conduit Clamp (sold in packs of 10)	EA	\$7.13
68002	G12810	C10 Controller	EA	\$729.37
68002	G10516	3 Way Splice Connector	EA	\$0.29
68002	G10517	Wire Crimp Connector Gel (sold in packs of 100)	EA	\$0.29
68002	G10520	Connection Environmental Shell (sold in packs of 1)	EA	\$11.38
68002	G10705	K20 Cable Clamp (sold in packs of 50)	EA	\$0.37
68002	G20645	K20 Interlocking Pins (sold in packs of 50)	EA	\$0.17
68002	G20874	K20 Pivot Mount Bracket (sold in packs of 25)	EA	\$0.98
68002	G20884	K20 Mount Screw Anti-Tamper (sold in packs of 25)	EA	\$1.65
68002	G20885	Driver Bit Penta-Plus P25 (sold in packs of 1)	EA	\$34.27
68002	G22435	K20 Crimp Lug Connector Kit (sold in packs of 5)	EA	\$6.04
68002	G23524	K20 Standard Link - 182 MM (sold in packs of 25)	EA	\$1.48
68002	G23582	K20 Standard Link - 91/273MM (sold in packs of 5)	EA	\$3.86
68002	G23604	K20 Corner Link (sold in packs of 25)	EA	\$1.73
68002	G23532	K20 Wire Link 91P 91MM 25H/55W (sold in packs of 25)	EA	\$1.21
68002	G23541	K20 Wire Link 91P 182 MM- 60H (sold in packs of 25)	EA	\$1.28
68002	G23542	K20 Wire Link 91P 182 MM- 25H/55W (sold in packs of 25)	EA	\$1.30
68002	G23543	K20 Wire Link 91P 182 MM- 60H/70W (sold in packs of 25)	EA	\$1.33

Commodity Code	Item	Description	Unit	CN#3 Price
68002	G23544	K20 Wire Link 91P 182 MM 60H/105W (Z10) (sold in packs of 25)	EA	\$1.78
68002	G23552	K20 Wire Link 91P 273MM 25H/55W (sold in packs of 25)	EA	\$1.33
68002	G23562	K20 Wire Link 91P 364MM 25H/55W (sold in packs of 25)	EA	\$1.90
68002	G23572	K20/Z10 Offset Link Kit - 91P (PK 1)	EA	\$11.46
68002	G23632	K20 Wire Link 60P 60MM 25H/55W (sold in packs of 25)	EA	\$1.65
68002	G23641	K20 Wire Link 60P 120MM- 60H (sold in packs of 25)	EA	\$1.14
68002	G23642	K20 Wire Link 60P 120MM- 25H/55W (sold in packs of 25)	EA	\$1.12
68002	G23643	K20 Wire Link 60P 120MM- 60H/70W (sold in packs of 25)	EA	\$1.17
68002	G23644	K20 Wire Link 60P 120MM- 60H/105W (sold in packs of 25)	EA	\$3.29
68002	G23662	K20 Wire Link 60P 240MM 25H/55W (sold in packs of 25)	EA	\$1.72
68002	G23672	K20/Z10 Offset Wire Link Kit - 60P (sold in packs of 25)	EA	\$11.41
68002	G23694	K20 Wire Link Adaptor (sold in packs of 25)	EA	\$1.34
68002	G23744	K20 Spring Indicator - 15Kg (sold in packs of 25)	EA	\$6.24
68002	G23774	K20 Spring Indicator - 40Kg (sold in packs of 25)	EA	\$8.62
68002	G24984	K20 Pivot Mount Tensioner (sold in packs of 25)	EA	\$7.15
68002	G24003	K20 Tensioner Upgrade Kit (sold in packs of 10)	EA	\$4.92
68002	G27006	Insulator In-Line Strap-On Blk (sold in packs of 100)	EA	\$0.52
68002	G27008	Insulator In-Line Blk Strap On Bulk (sold in packs of 500)	EA	\$0.49
68002	G27106	Insulator In-Line Blk Hard Claw (sold in packs of 100)	EA	\$0.52
68002	G27108	Insulator In-Line Blk Hard Claw Bulk (sold in packs of 500)	EA	\$0.49
68002	G22604	Insulator P/Thru + Hook Blk (sold in packs of 25)	EA	\$5.74
68002	G25106	Insulator Bobbin Blk (sold in packs of 100)	EA	\$0.19
68002	G61400	Poly Tube Blk 11MMX 25M	EA	\$51.41
68002	G27606	Insulator Enhanced Int Break Blk (sold in packs of 100)	EA	\$0.52
68002	G27706	Insulator Enhanced Int Hard Blk (sold in packs of 100)	EA	\$0.52
68002	G22905	K20 Pull Through Elevation Strain (sold in packs of 50)	EA	\$5.74
68002	G20514	Rod Security 0.73M X 8MM(7 Wire)	EA	\$3.17
68002	G20515	Rod Security 1.1M X 8MM(11 Wire)	EA	\$4.30
68002	G20522	Rod USA Security Mounting Bracket Galved	EA	\$2.25
68002	G20534	Post Walltop Strain 700MMGalv	EA	\$5.90
68002	G20535	Post Walltop Strain 1100MMGalv	EA	\$7.09
68002	G20606	Set Screw M6 X 25MMPK 200	EA	\$0.33
68002	G20696	Rod Lugs PK50	EA	\$1.60

Commodity Code	Item	Description	Unit	CN#3 Price
68002	G22104	Spring Security Rod 5 Kg PK 25	EA	\$1.80
68002	G22406	Crimp 1.8MMSleeve Link Conf (sold in packs of 100)	EA	\$0.41
68002	G22416	Crimp 2.5MMSleeve Link Conf (sold in packs of 100)	EA	\$0.64
68002	G27506	Walltop Strain Insulator (sold in packs of 100)	EA	\$1.81
68002	G22815	Bracket Offset Sleeve Wht	EA	\$2.32
68002	G26815	Cap For Tube Insulator White	EA	\$0.79
68002	G22310	Link Up Anti-Climb (sold in packs of 25)	EA	\$0.64
68002	G22320	Link Up Fence Wire (sold in packs of 25)	EA	\$0.56
68002	G22330	Link Up Post Spring (sold in packs of 25)	EA	\$0.87
68002	G22331	Link Up Spring 60MM (sold in packs of 25)	EA	\$2.00
68002	G22332	Link Up Long 60MM (sold in packs of 25)	EA	\$2.13
68002	G26600	Switch Gate High Voltage Blk	EA	\$151.73
68002	G26610	Switch Gate High Voltage Blk (FIM)	EA	\$206.30
68002	G26601	Hv Gate Switch Bracket	EA	\$30.13
68002	G26603	Padlock Box & Handle	EA	\$73.00
68002	G26607	Kit Switch Gate High Voltage Blk	EA	\$334.07
68002	G26608	Kit Switch Gate High Voltage Blk (FIM)	EA	\$371.34
68002	G26650	Module Hvgs Plunger Half Blk	EA	\$206.30
68002	G26651	Module Hvgs Plunger Half Blk (FIM)	EA	\$243.57
68002	G22504	Insulator Quick Strain Blk	EA	\$7.69
68002	G20886	Screw TEK 12-11 X 25 Hex Brem B8 (sold in packs of 100)	EA	\$0.27
68002	G20100	Tensioner Gripple/Joiner	EA	\$5.63
68002	G20724	Spacer Support Strap 60MM (sold in packs of 25)	EA	\$3.82
68002	G51100	Tester Live Fence Indicator	EA	\$57.58
68002	G60304	Clamp Joint L Shape (sold in packs of 25)	EA	\$0.67
68002	G60355	Clamp Joint Hexagonal Pottle (sold in packs of 25)	EA	\$0.67
68002	G602603	Sign Warning Security (sold in packs of 10)	EA	\$4.54
68002	G602XXX	Custom Warning Sign	EA	\$5.15
68002	G64800	Lightning Diverter	EA	\$26.05
68002	G22254	Spring Security Post 80Kg	EA	\$6.18
68002	G602375	Sign Warning Sec Usa Eng-Span	EA	\$4.54
68002	G87601	Earth Clamp Galv PK 3	EA	\$3.47
68002	G87900	Earth Stake Galv Kiwitah 2.1M	EA	\$18.26

Commodity Code	Item	Description	Unit	CN#3 Price
68002	G88000	Earth Bentonite	EA	\$89.11
68002	G20410	Post Security 1.0M X 1MM(11 Wire)	EA	\$11.66
68002	G20300	Post Security 2.1M X 1MM(23 Wire)	EA	\$18.19
68002	G20301	Post Security 2.4M X 1MM(27 Wire)	EA	\$21.18
68002	G20302	Post Security 2.6M X 1MM(28 Wire)	EA	\$22.49
68002	G20303	Post Security 3.0M X 1MM(33 Wire)	EA	\$24.41
68002	G20428	Post Security 1.0M X 2 MM(11 Wire)	EA	\$15.77
68002	G20310	Post Security 2.1M X 2 MM(23 Wire)	EA	\$22.24
68002	G20311	Post Security 2.4M X 2 MM(27 Wire)	EA	\$26.55
68002	G20312	Post Security 2.6M X 2 MM(28 Wire)	EA	\$29.44
68002	G20313	Post Security 3.0M X 2 MM(33 Wire)	EA	\$31.72
68002	G20314	Post Security 3.4M X 2 MM(38 Wire)	EA	\$36.44
68002	G20315	Post Security 3.7M X 2 MM(41 Wire)	EA	\$39.58
68002	G20317	Post Security 4.6M X 2 MM(51 Wire)	EA	\$51.96
68002	G20323	Post Security 3.0M X 2 MM Ungalvanized	EA	\$30.16
68002	G20324	Post Security 3.4M X 2 MM Ungalvanized	EA	\$34.96
68002	G20326	Post Security 4.0M X 2 MM Ungalvanized	EA	\$39.08
68002	G20316	Post Security 4.0M X 2 MM(44 Wire)	EA	\$44.04
68002	G20626	Bolt & Nut M8 X 25MMSpn Galv (sold in packs of 100)	EA	\$0.39
68002	G22705	Bracket Offset Block Blk (sold in packs of 50)	EA	\$3.47
68002	G10390	Tube Rod Insulator Assembly 0.7M (Galv Rod)	EA	\$12.32
68002	G10392	Tube Rod Insulator Assembly 1.0M (Galv Rod)	EA	\$15.51
68002	G10394	Tube Rod Insulator Assembly 2.1M (Galv Rod)	EA	\$25.65
68002	G10396	Tube Rod Insulator Assembly 2.4M (Galv Rod)	EA	\$28.24
68002	G10398	Tube Rod Insulator Assembly 2.6M (Galv Rod)	EA	\$32.38
68002	G10400	Tube Rod Insulator Assembly 3.0M (Galv Rod)	EA	\$37.11
68002	G20558	Fiberglass Post 2.6M	EA	\$6.65
68002	G22805	Bracket Offset Sleeve Blk	EA	\$2.32
68002	G26805	Cap Plas Sleeve Insulator Blk	EA	\$0.79
68002	G10308	Post Assy Int 1MM6/16 2.1M (22W Blk)	EA	\$31.42
68002	G10315	Post Assy Int 1MM6/20 2.4M (26W Blk)	EA	\$36.43
68002	G10318	Post Assy Int 2 MM6/16 2.1M (22W Blk)	EA	\$37.49
68002	G10319	Post Assy Int 2 MM6/20 2.4M (26W Blk)	EA	\$41.79

Commodity Code	Item	Description	Unit	CN#3 Price
68002	G10321	Post Assy Int 1MM6/21 2.6M (27W Blk)	EA	\$38.76
68002	G10336	Post Assy Int 1MM6/26 3.0M (32W Blk)	EA	\$44.09
68002	G10338	Post Assy Int 2 MM6/26 3.0M (32W Blk)	EA	\$51.40
68002	G10342	Post Assy Int 2 MM6/31 3.4M (37W Blk)	EA	\$60.19
68002	G10353	Post Assy Int 6/34 3.7M (40W Blk)	EA	\$63.33
68002	G10373	Post Assy Int 15/35 4.6M (50W Blk)	EA	\$81.45
68002	C303900	HBUS Data and Power Cable 300M Box	EA	\$445.87
68002	C303901	HBUS Data and Power Cable (External) - 300M Box	EA	\$499.11
68002	G28112	Cable S/Flex 1.2 MMX 50M Soft	EA	\$26.69
68002	G60902	Cable U/Gate 1.6Mmx50M Hard	EA	\$39.08
68002	G60908	Cable U/Gate 1.6Mmx600M Hard	EA	\$377.99
68002	G60912	Cable U/Gate 1.6Mmx50M Soft	EA	\$43.19
68002	G60918	Cable U/Gate 1.6Mmx600M Soft	EA	\$377.99
68002	G62703	Cable L/Out 2.5MM100M Hard	EA	\$106.70
68002	G62706	Cable L/Out 2.5MM400M Hard	EA	\$427.24
68002	G62713	Cable L/Out 2.5MM100M Soft	EA	\$106.70
68002	G62716	Cable L/Out 2.5MM400M Soft	EA	\$427.24
68002	G62726	Cable L/Out XI 2.7MM400M High Cond Blk	EA	\$488.46
68002	G29802	Wire HT St 260Gsm Znal 2.0MM25Kg 1000M (Moq 1000 Kg / 40 Rolls)	EA	\$115.50
68002	G29803	Wire HT St 260Gsm Znal 2.5MM25Kg 650M (Moq 1000 Kg / 40 Rolls)	EA	\$110.80
68002	G93120	Wire HI Conductive 2.5X1220M	EA	\$206.30
68002	G93210	Wire HI Conductive M.T 1.6X1000M	EA	\$67.87
68002	G93230	Wire HI Conductive M.T 2X1609M	EA	\$175.69
68002	C200100	Cabinet	EA	\$130.23
68002	C200104	Dual Cabinet, Cool Gray	EA	\$500.44
68002	C200105	Dual Cabinet - with Power Supply (8A), Cool Gray	EA	\$754.65
68002	C200440	Power Supply 8A	EA	\$452.53
68002	4G2262	Cabinet Master Key (Dirak)	EA	\$89.11
68002	C200001	Full-Footprint Mounting Plate	EA	\$8.23
68002	C200002	Half-Footprint Mounting Plate	EA	\$13.03
68002	C200003	Controller 6000 I/O Mounting Plate	EA	\$20.56
68002	C200107	Dual Cabinet - UL, Cool Gray	EA	\$513.75
68002	C300120	Starter Kit Cabinet	EA	\$303.46

Commodity Code	Item	Description	Unit	CN#3 Price
68002	C200340	Power Supply - 3.5A	EA	\$246.23
68002	C300993	Fuse & Fire Relay Board	EA	\$53.46
68002	C200450	Board Spacer Kit	EA	\$27.42
68002	C200610	Tamper Board, board only	EA	\$61.69
68002	C200611	I/O Accessory Cabinet	EA	\$219.61
68002	G29200	Power Supply 12VDC 1A	EA	\$47.98
68002	G22000	Module Power Supply 15V/30W	EA	\$263.53
68002	G20200	Tool Gripple Tensioning	EA	\$190.33
68002	G20210	Tool Jacket Removal CAT5	EA	\$19.37
68002	G20211	Tool Wire Stripper 30-20AWG	EA	\$102.82
68002	G20220	Tool Ratchet Ring Spanner18MM	EA	\$52.09
68002	G20221	Tool Ratchet Ring Spanner 8MM	EA	\$52.59
68002	G52200	Tool Pliers C/W Side Cutters	EA	\$105.37
68002	G52230	Cutters Wire Knipex	EA	\$206.30
68002	G53200	Spanner Joint Clamp	EA	\$15.77
68002	G50350	Tester DVM2	EA	\$163.71
68002	G50900	Tester Smartfix Current Meter	EA	\$178.35
68002	G58000	Energizer Performance Meter	EA	\$2,262.63
68002	G63400	Lead Connector SNGL	EA	\$8.08

# STATE OF MICHIGAN

Contract No. 20000000332

Doors

## EXHIBIT B-6 PRICING FOR DOORS

Quantities stated are not indicative of, nor guarantees of quantities to be ordered.

Prices include all costs including (but not limited to) shipping, any one-time or set-up charges, fees and potential costs.

Pricing includes Shipping Costs.

Item Number	Description	Unit	CN#3 Price
1769-L24ER-QBIB	Programable Logic Controller	EA	\$2,458.00
1769-PA2	Power Supply	EA	\$349.31
1769-PS3	Power Supply	EA	\$383.85
1769-AENTR	Ethernet Module	EA	\$1,175.01
1769-IQ16	Input Module	EA	\$307.63
1769-OB16	Output Module	EA	\$401.06
1769-IQ32	Input Module	EA	\$658.12
1769-OB32	Output Module	EA	\$745.25
1769-ECL	End Cap	EA	\$49.13
1769-ECR	End Cap	EA	\$49.13
1769-CRR3		EA	\$199.53
1492-IFM40D24	Input Interface	EA	\$366.65
1492-XIM4024	Input Interface	EA	\$762.02
1492-CAB010J69	Interface cable	EA	\$216.89
1492-CAB010K69	Interface cable	EA	\$216.89
800FP-F2	Push Button	EA	\$24.89
800FP-F3	Push Button	EA	\$24.89
800FP-SM32	3 position Selector	EA	\$48.07
800FP-SM22	2 position Selector	EA	\$48.07
800FP-KM21	Keyed Selector switch	EA	\$85.43
Varies	Best Keyed switch w/o core	EA	\$133.06
800T-P5N3	Pilot light Yellow	EA	\$34.96
800FD-P3N3	Pilot light Green	EA	\$34.96
800FD-P4N3	Pilot light Red	EA	\$34.96
800-F-ALP	Latch Plate	EA	\$6.24
	Alarm Horn	EA	\$103.50

Item Number	Description	Unit	CN#3 Price
	Tags	EA	\$8.63
800F	Contact Block	EA	\$10.48
1492-W6	Terminal Block	EA	\$4.14
1492-EB10	End Barrier	EA	\$1.87
1492-EAJ35	End Anchor	EA	\$2.91
199-DR1	DIN Rail	EA	\$14.20
DRC60B	Meanwell Power Supply	EA	\$40.25
SDR-480-24	Meanwell Power Supply	EA	\$212.75
	# 14 MTW wire	EA	\$0.22
	Crimp terminal	EA	\$0.40
LYI-24VDC	Omron Relay	EA	\$15.16
PTF-08A	Omron Relay Socket	EA	\$10.84
	Circuit board components	EA	
G5LE-IA4-DC24	Relay circuit board	EA	\$1.87
P6C-08P	LED circuit board	EA	\$6.21
	Diode / Resistor Circuit board	EA	\$0.86
	Circuit board blank	EA	\$23.72
	Solid wire circuit board	EA	\$0.33
	Terminal Strip Circuit board	EA	\$2.01
	Circuit board Guide	EA	\$2.89
	Technician	HR	105.00
	Technician Travel time	HR	75.00
	Per Diem	EA	95.00
	Mileage per mile	EA	0.34

# STATE OF MICHIGAN

Contract No. 20000000332

Sound

## EXHIBIT B-7 PRICING FOR SOUND

Quantities stated are not indicative of, nor guarantees of quantities to be ordered.

Prices include all costs including (but not limited to) shipping, any one-time or set-up charges, fees and potential costs.

Pricing includes Shipping Costs.

Item Number	Description	Unit	CN#3 Price
S3	Commend Server	EA	\$2,784.15
KAB-C7-US	Commend Server Cord	EA	\$24.15
RM-S3-2RU	Commend Server Rack Kit	EA	\$441.60
C-SIS-IP-2B	Commend Server License	EA	\$476.10
C-SIS-IP-8B	Commend Server License	EA	\$1,781.35
C-SIS-IP-2D	Commend Server License	EA	\$1,293.75
C-EE980	Commend Desk Station	EA	\$3,386.18
C-EEHS9	Commend Hand Set	EA	\$160.43
C-EEK9	Commend Desk Kit	EA	\$125.93
ET8E8A	I/O module 2 wire	EA	\$1,150.58
ET901-DC	IP to 2 wire module	EA	\$398.48
CD800P	Control Station	EA	\$2,672.03
CDDD32P	32 Button control station	EA	\$1,309.56
CDMI50P	Gooseneck Microphone	EA	\$1,178.18
CDHS50P	Handset	EA	\$743.48
CDDK	Deskmount Kit	EA	\$113.85
AF250I	250W IP Amplifier	EA	\$2,210.88
AF50I	50W IP Amplifier	EA	\$1,036.44
E962H	2G IP Intercom	EA	\$890.56
CS1EZ	Flush ceiling speaker	EA	\$46.00
SBMS	Surface ceiling speaker	EA	\$108.09
AP-15T	Exterior speaker horn 15 watt	EA	\$134.54
	Speaker bridge	EA	\$20.11
C9300-24	Cisco Switch	EA	\$4,945.00
C9300-NM-4G	Cisco Network drawer	EA	\$546.25

Item Number	Description	Unit	CN#3 Price
C9300-24-E-A-3DNA	DNA Advantage	EA	\$1,874.50
	SFP module	EA	\$460.00
		EA	
	Cat 6 Cable	EA	\$0.33
	Cat 6 Patch	EA	\$5.87
	Cat 6 Jack	EA	\$11.17
	Cat 6 Plug	EA	\$1.32
	Cat 6 Surface Box	EA	\$3.68
	Cat21 Support	EA	\$3.50
	Technician	HR	105.00
	Technician Travel time	HR	75.00
	Per Diem	EA	95.00
	Mileage per mile	EA	0.34



**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 2  
 to  
 Contract Number 200000000332

<b>CONTRACTOR</b>	SECURADYNE SYSTEMS INTERMEDIATE, LLC
	14900 Landmark Blvd., Suite 350
	Dallas, TX 75254
	Dave McDonald
	616-291-6269
	dave.mcdonald@aus.com
	VS0134424

<b>STATE</b>	<b>Program Manager</b>	Brandon Philip	DTMB
		517-335-4110	
		PhilipB@Michigan.gov	
	<b>Contract Administrator</b>	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

**CONTRACT SUMMARY**

**VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION - STATEWIDE**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2021	2 - 1 Year	September 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input 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, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,232,221.00	\$245,000.00	\$2,477,221.00		

**DESCRIPTION**

Effective 7/8/2020, this contract is hereby increased by \$245,000.00. All other terms, conditions, specifications, and pricing remain the same. Per DTMB Central Procurement Services and Contractor approval.



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

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
 to  
 Contract Number 200000000332

<b>CONTRACTOR</b>	SECURADYNE SYSTEMS INTERMEDIATE, LLC
	14900 Landmark Blvd., Suite 350
	Dallas, TX 75254
	Dave McDonald
	616-291-6269
	dave.mcdonald@aus.com
	VS0134424

<b>STATE</b>	<b>Program Manager</b>	Brandon Philip	DTMB
		517-335-4110	
		PhilipB@Michigan.gov	
	<b>Contract Administrator</b>	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

<b>CONTRACT SUMMARY</b>			
<b>VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION - STATEWIDE</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2021	2 - 1 Year	September 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input 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	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	September 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,932,221.00	\$300,000.00	\$2,232,221.00	
DESCRIPTION			
Effective 3/17/2020, this contract is hereby increased by \$300,000.00 to provide funding for the Michigan Department of Military Veteran Affairs (DMVA). The attached SOW has been attached for DMVA MIARNG ESS projects. All other terms, conditions, specifications, and pricing remain the same. Per Administrative Board Approval on 3/10/2020, agency agreement, DTMB Central Procurement Services and Contractor approval.			

During business hours, Monday-Friday, 8-5 please call (616) 257-1103 for Service Department.  
 Non Emergency service e-mails should be sent to GRservice@aus.com

After hours number (800) 257-1100 can take and dispatch emergency service calls as needed.

# STATE OF MICHIGAN

## Department of Military and Veterans Affairs

### DMVA Statewide Electronic Security System Installation and Maintenance

#### STATEMENT OF WORK CONTRACT ACTIVITIES

#### 1. Background

Through this Change Notice #1 to Contract 200000000332, Securadyne will perform installation and preventative maintenance on Electronic Security Systems (ESS) at Michigan Army National Guard (MIARNG) facilities throughout the state for the Department of Military and Veteran Affairs (DMVA). The MIARNG ESS projects and programs encompass a wide variety of facilities and requirements. Program security requirements will vary in scope, magnitude and complexity and will range from modification/additions to an existing security system, to large-scale integrated base-wide or facility-wide systems. These systems/subsystems include: (1) Intrusion Detection Systems (IDS); (2) Access Control Systems (ACS); (3) Surveillance systems comprised of Closed-Circuit Television (CCTV). The integrated deployment of these systems/subsystems is designed to enhance the security of agency personnel and assets.

The MIARNG ESS Program Office has standardized the following systems statewide:

- IDS: Bosch B9512G IDS panel
- ACS: Galaxy
- CCTV: Bosch

In a similar manner, the MIARNG Program Office has standardized the sensors, peripherals, end devices, wiring and installation for all components it deploys. Strict adherence to standardization must be complied with at all times.

#### 2. Existing MIARNG Conditions:

**IDS for Vaults.** There are currently 60 IDS panels associated with 86 vaults located throughout the State of Michigan. The IDS for these vaults are both Europlex and Bosch panels with all Europlex panels being obsolete by 30APR20. The current ESS is being maintained by a staff of two ESS technicians and one ESS supervisor.

**ACS and CCTV Systems.** MIARNG uses ACS and CCTV systems at various sites. These systems shall be maintained but are not required to be monitored by a central monitoring company. MIARNG uses a combination of Software House & Galaxy for ACS. There are currently 15 ACS panels, 64 fixed cameras and 26 PTZ cameras.

#### 3. General Requirements

The Contractor must be able to:

1. Perform both Emergency and scheduled Preventative Maintenance of all Electronic Security Systems (ESS) installed across the MIARNG enterprise.
2. Execute ESS projects and programs encompassing a wide variety of statewide facilities and requirements. Program security requirements will vary in size and scope, magnitude and complexity

and will range from modification/additions to an existing security system, to large-scale integrated base-wide or facility-wide system.

These systems/subsystems are comprised of

- (1) Intrusion Detection System (IDS);
- (2) Access Control System (ACS);
- (3) Surveillance systems comprised of Closed-Circuit Television (CCTV), Forward Looking Infrared (FLIR), and/or acoustic sensors;
- (4) Perimeter/Outdoor Security Systems;
- (5) Video Badging Systems;
- (6) Re-locatable Sensor Systems (RSS);
- (7) Smart card technology and biometrics;
- (8) Personnel alerting systems;
- (9) Mobile Sensor Systems;
- (10) Video Early Detection (VED); and
- (11) Secure and non-secure video/teleconferencing (VTC) communication systems.

3. The Contractor must also be able to recognize the need for future security innovations and concepts by understanding developments in technology. This understanding will allow the Contractor to suggest changes and integrate these changes in technology to the security of personnel and MIARNG assets.
4. The Contractor must be able to provide and manage personnel and equipment, to include matrix support provided to the Contractor by pre-authorized Subcontractors to perform all tasks stated by this statement of work and deliverables requirements.
5. The use of subcontractors is expressly prohibited for all work under this SOW. All personnel assigned to this work effort must be either full time employees of the Contractor.
6. The Contractor must have representatives on site during all contract activities. This work applies to all facets of ESS and will be performed at various MIARNG facilities throughout the State of Michigan.
7. Additional individual MIARNG ESS projects will be required by the Contractor if concerns are identified during routine preventative maintenance or emergency maintenance. When project arise, the Contractor will be provided a separate detailed SOW with deliverables for the project identified by the DMVA Program Manager and/or designee.
8. All individual projects must be quoted and preauthorized before work may begin to allow for budgetary approvals. The Contractors quotes will include all personnel resources, supplies and services required to perform the tasks as described. The task statements are meant to be descriptive, not specific. Each specific project will be identified with an individual Delivery Orders (DO) issued against the resulting contract.
9. MIARNG has three maintenance requirements that must be fully supported by the Contractor:
  - Semi-annual maintenance of all ESS systems protecting arms, ammunition and explosives (AA&E) arms vaults and magazines (in accordance with National Guard Bureau standards, criteria and procedures).
  - Annual (routine) maintenance of all other ESS systems on a scheduled basis per MIARNG ESS Supervisor.
  - Emergency maintenance of ESS systems protecting AA&E arms vaults and magazines.
10. Additional Contractor requirements:

- a) The Contractor must be an authorized distributor and/or installer of the following manufacturer systems that are standardized components for MIARNG facilities:
  - i. Galaxy Controls Systems
  - ii. Bosch Products
  - iii. AiPhone IX
  - iv. Pelco
  
- b) The Contractor will have a minimum of three years' experience; five years' experience is preferred installing each of the following manufacturers.
  - i. Galaxy Controls Systems
  - ii. Bosch Products
    - In lieu of the three years experience with Bosch products, the Contractor can provide evidence they are Bosch certified and evidence that required training has been acquired.
  - iii. AiPhone IX
  - iv. Pelco
  
- c) The Contractor must be currently certified and/or receive certification from National Guard Bureau (NGB) for ESS installations within six months of the contract start date. The Contractor must provide documentation of certification which is issued to each technician that successfully completed the NGB certification course. Technicians can only install or maintain ESS systems on which they have a valid NGB training certification. All Technicians must be recertified every 3 years. Contractor certification takes place in North Little Rock, Arkansas. Certification classes vary in duration but do not exceed one week and travel costs will not be reimbursed. The class certification has no tuition charge to the Contractor and arrangements can be coordinated through who the MIARNG ESS manager.
  
- d) Contractor must maintain all Army National Guard ESS Program Office approved equipment in accordance with published drawings, procedures, test plans, and other requirements for which the Contractor will receive certification on.
  
- e) The Contractor must be able to respond within 24 hours for all standard requests and minimum of four hours and maximum of eight hours for emergency requests. Contractor is required to provide their standard response time and emergency response time for each MIARNG location provided at pre-bid meeting with their proposal submission. All IDS Systems for arms, ammunition and explosive arms vaults or magazines will, at a minimum of preventative maintenance performed semi-annually (every six months). Maintenance testing procedures will be provided to the Contractor during attendance of the ARNG Bosch IDS Certification Course (required to be attended within six months of contract award).
  
- f) No Contractor personnel may perform any maintenance on any ESS system or components until they have received certification training and been issued the appropriate certification issued by the ARNG ESS Program Office. Failure to comply with this requirement will constitute grounds for dismissal of that technician. Similarly, the Contractor will fully comply with all ARNG ESS Program Office standards, Technical Bulletins, Typical Drawings and other artifacts that are provided during certification training. Failure to comply with this requirement has cyber security implications and would negatively impact the MIARNG. This included ensuring that only ARNG ESS Program Office approved hardware, software and firmware versions are installed and maintained. The Contractor will not upgrade any ESS components, hardware, software, or firmware without the express written consent of the MIARNG and approval by the ARNG ESS Program Office.

- g) In the event travel is required, all travel reimbursement will be paid according to the State of Michigan's Standardized Travel Rates and Regulations. This information may be found at: [http://www.michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html) All original receipts must be included with your travel voucher and invoices, which must include the purchase order number. Failure to follow this policy will result in reduced reimbursement. The state will only reimburse for the standard mileage rate, not the premium rate from place of business address to MIARNG address. Trip charges will not be allowed.
- h) Per Public Act 330 of 1968 and Public Act 580 of 2012, companies must be both registered and licensed with the State of Michigan as a security alarm contractor. Contractor must provide documentation showing active registration and license upon State request.
- i) When providing services under this contractual agreement the contractor personnel must wear appropriate identification (in accordance with State and NGB-ARI instructions and policies) identifying themselves as contractor personnel. At all meetings, conferences, or sessions with Government personnel, contractor personnel shall clearly identify their status as contractor employee. Contractor staff must be easily identified at all times while at MIARNG locations.

**4. PRICING**

The following pricing applies for the labor rates for MIARNG ESS projects and programs but do not modify existing contract rates.

Service rates port to port.

• Standard Mon-Fri 8am to 5pm	\$ 125.00 per Hr.
• Response within 24hrs on site	\$ 175.00 per Hr.
• 4 to 8 Hr Emergency response	\$ 200.00 per Hr.



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

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **200000000332**  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	Securadyne Systems Intermediate, LLC
	14900 Landmark Blvd., Suite 350
	Dallas, TX 75254
	Dave McDonald
	(616) 291-6269
	dmcDonald@midstatesecurity.com
	VS0134424

<b>STATE</b>	Program Manager	Brandon Philip	DTMB
		517-335-4110	
	PhilipB@michigan.gov		
	Contract Administrator	Steve Motz	DTMB
517-331-6086			
Motzs1@michigan.gov			

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION – STATEWIDE</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
October 1, 2018	September 30, 2021	2 – 1 Year	September 30, 2021
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
2% / Net 45		See Contract	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
<b>MISCELLANEOUS INFORMATION</b>			
Effective 12/20/2019, Contract #200000000332 was created as the result of a vendor name and FEIN change. See Change Notice #3 to Contract 180000001284 for re-assignment details.			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</b>			<b>\$1,932,221.00</b>





**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 2  
 to  
 Contract Number 180000001284

<b>CONTRACTOR</b>	MIDSTATE SECURITY COMPANY, LLC
	5975 Crossroads Commerce Pkwy, SW
	Wyoming, MI 49519
	Dave McDonald
	616-291-6269
	dmcDonald@midstatesecurity.com
	CV0008089

<b>STATE</b>	<b>Program Manager</b>	Brandon Philip	DTMB
		517-335-4110	
		philipb@michigan.gov	
	<b>Contract Administrator</b>	Steve Rigg	DTMB
		(517) 249-0454	
		riggs@michigan.gov	

<b>CONTRACT SUMMARY</b>				
<b>VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2018	September 30, 2021	2 - 1 Year	September 30, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,010,000.00	\$922,221.00	\$1,932,221.00		
DESCRIPTION				
Effective 8/27/2019 pricing on this contract is hereby updated, per revised Schedule B - Pricing. In addition, this contract is hereby increased by \$922,221. All other terms, conditions, specifications, and pricing remain the same. Per contractor proposal and agency request, DTMB Procurement approval, and State Administrative Board approval on 8/27/2019.				

**Schedule B Pricing, State of Michigan Contract #171 18000001284 Revised 8-21-19**

**Software & Maintenance**

Manufacturer	Type	Model/Series	Notes	Actual Part Number	Price
Verint	Appliance	V150	2TB/4TB/8TB	VMS-V150-4000-7.X	\$ 2,520.00
Verint	Appliance Hdwe	E150-RM	Rack Mount Kit	E150-RM	\$ 30.45
Verint	License	VMSX.XX-ENT	VMS Enterprise Software License	VMS-7.5-ENT	\$ 5,040.00
Verint	License	VMS-1CAM-ENT	Single Enterprise Camera License	VMS-1CAM-ENT-7.X	\$ 168.00
Verint	Maintenance	VER-MAN-GOLD	First Year Gold Software Maintenance	VER-MAN-GOLD	
Verint	Maintenance	VER-MAN-PWGOLD	Additional One (1) year Gold Software Maintenance	VER-MAN-PWGOLD	
Verint	Software	VMS-MSS-200	Multi-Site Directory Software	VMS-MSS-200	\$ 20,880.00
Verint	Software	VMS-1RV-S-LIC-7.X	Single Review Client Software	VMS-1RV-S-LIC-7.X	\$ 239.25
Verint	License	VMS-BASE-7.X	VMS Base Software License	VMS-BASE-7.6	\$ 1,176.00
Verint	License	VMS-1C-BASE-7.X	Single Base Camera License	VMS-1C-BASE-7.X	\$ 130.50

**IP Cameras**

Manufacturer	Type	Model/Series	Notes		Price
Aercont Vision	IP Camera	MicroDome Series	Fixed Dome Cameras	AV2456DN-S	\$ 371.53
Aercont Vision	IP Camera	MegaDome 2 Series	Fixed Dome Cameras	AV2355PM-H	\$ 688.41
Aercont Vision	IP Camera	SurroundVideo Omni Series	Fixed Dome Cameras	AV12176DN-28	\$ 1,685.60
AXIS	IP Camera	M30 Series	Fixed Dome Cameras	M3044-V	\$ 236.81
AXIS	IP Camera	M32 Series	Fixed Dome Cameras	P3224-V	\$ 498.61
AXIS	IP Camera	M50 Series	PTZ Cameras	M5054	\$ 593.81
AXIS	IP Camera	P12 Series	Fixed Bullet Cameras	P1264	\$ 355.81
AXIS	IP Camera	P14 Series	Modular Cameras	P1435-LE	\$ 712.81
AXIS	IP Camera	P32 Series	Fixed Dome Cameras	P3225-LVE	\$ 831.81
AXIS	IP Camera	P33 Series	Fixed Dome Cameras	P3367-V	\$ 1,188.81
AXIS	IP Camera	P37 Series	Fixed Dome Cameras	P3707-PE	\$ 1,426.81
AXIS	IP Camera	Q17 Series	Fixed Bullet Cameras	Q1765-LE	\$ 1,664.81
AXIS	IP Camera	Q60 Series	PTZ Cameras	Q6000-E	\$ 1,902.81
Pelco	IP Camera	Spectra HD Series	PTZ Cameras	SD436-HPE1	\$ 3,740.39
Verint	IP Camera	V3300 Series	Fixed Dome Cameras	V3320RD-L6	\$ 329.28
Verint	IP Camera	V4300 Series	Fixed Dome Cameras	V4320FDW-DN	\$ 1,083.60
Verint	IP Camera	V5600 Series	PTZ Cameras	V5620PTZ-30DW-C	\$ 3,192.00
Verint	IP Camera	V6000 Series	Fixed Dome Cameras	V6050FDW-DN	\$ 798.00
Verint	IP Camera	S5000 Series	Fixed Dome Cameras	V3520FD-DN	\$ 495.60
Verint	IP Camera	S5120 Series	Fixed Dome Cameras	V3520FDW-DN	\$ 537.60
Verint	IP Camera	S5250 Series	Fixed Dome Cameras	V4530FD-DN	\$ 915.60
Verint	IP Camera	S5500 Series	PTZ Cameras	V4530FDW-DN	\$ 1,083.60
Verint	IP Camera	S4300 Series	Fixed indoor/outdoor dome camera	V4320FDW-DN	\$ 955.00
Verint	IP Camera	V7100 Series	Fixed Indoor 360 fisheye dome camera	V7120FD-DN	\$ 1,044.00
Verint	IP Camera	V7100 Series	Fixed strip-height concealed camera	HS-2M-POE	\$ 460.00

**Analog Cameras**

Manufacturer	Type	Model/Series	Notes		Price
FLIR	Analog Camera	TCX Series	Thermal Imaging Camera	DISCONTINUED	\$ -
FLIR	Analog Camera	FC Series	Thermal Imaging Camera	FC-304	\$ 13,795.59
FLIR	Analog Camera	F Series	Thermal Imaging Camera	F-304	\$ 14,314.99
FLIR	Analog Camera	Ranger Series	Thermal Imaging Camera	Priced per project spec	\$ -
Samsung	Analog Camera	SCV Series	Fixed Dome Cameras	scv-6023R	\$ 131.04

**Encoder/Decoders**

Manufacturer	Type	Model/Series	Notes		Price
Verint	Decoder	NEX-HDR-P Micro	High Definition Receiver/Decoder	HDR-P-MICRO-7.X	\$ 1,470.00
Verint	Encoder	S1800 Series	Video Encoder, single channel	S1801e	\$ 504.00
Verint	Encoder	S1800 Series	Video Encoder, eight channel	S1808E	\$ 2,175.00
Verint	Encoder	S1800 Series	Video Encoder, sixteen channel	S1816E	\$ 3,132.00
Verint	Encoder Hardware	S1800 Series	Video Encoder Power Supply	PS12	\$ 20.88

**Camera Mounts**

Manufacturer	Type	Model/Series	Notes		Price
Aercont Vision	Mount	SO-CAP	Mounting Cap - SurroundVideo Omni Series	SO-CAP	\$ 45.64
Aercont Vision	Mount	MD-CAP	Mounting Cap - MegaDome Series	MD-CAP	\$ 60.62
Aercont Vision	Mount	AV-WMJB	Wall Mount	AV-WMJB	\$ 86.60
Aercont Vision	Mount	AV-CRMA	Corner Mount	AV-CRMA	\$ 28.87
Aercont Vision	Mount	AV-PMJB	Pendant Mount	AV-PMJB	\$ 86.60
Aercont Vision	Mount	AV-PMA	Pole Mount	AV-PMA	\$ 25.98
Aercont Vision	Mount	AV-JBA	Junction Box	AV-JBA	\$ 60.62
Aercont Vision	Mount	SO-FMA	Flush Mount - SurroundVideo Omni Series	SO-FMA	\$ 76.02
Aercont Vision	Mount	MD-CAP	Flush Mount - MegaDome Series	MD-CAP	\$ 60.62
AXIS	Mount	T94T01D	Pendant Mount	T94T01D	\$ 58.31
AXIS	Mount	T91B51	Ceiling Mount	T91B51	\$ 141.61
AXIS	Mount	T91B52	Extension Pipe	T91B52	\$ 58.31
AXIS	Mount	T91B63	Ceiling Mount	T91B63	\$ 141.61
AXIS	Mount	T94A01L	Recessed Mount	T94A01L	\$ 296.31
AXIS	Mount	T94B01D	Pendant Mount	DISCONTINUED	
AXIS	Mount	T94F01D	Pendant Mount	T94F01D	\$ 46.41
AXIS	Mount	T94F01L	Recessed Mount	T94F01L	\$ 105.91
AXIS	Mount	T94F02D	Pendant Mount	T94F02D	\$ 46.41
AXIS	Mount	T94K01D	Pendant Mount	T94K01D	\$ 46.41
AXIS	Mount	T94K01L	Recessed Mount	T94K02L	\$ 94.01
AXIS	Mount	T94M01L	Recessed Mount	T94M02L	\$ 131.04
AXIS	Mount	T91A64	Corner Mounting Bracket	T91A64	\$ 94.01

AXIS	Mount	T91B62	Parapet Mount	T91B62	\$ 224.91
AXIS	Mount	T94R01B	Corner Mounting Bracket	T94R01B	\$ 70.21
AXIS	Mount	T94P01B	Corner Mounting Bracket	T94P01B	\$ 94.01
AXIS	Mount	T91B61	Wall Mount	T91L61	\$ 117.81
AXIS	Mount	T91E61	Wall Mount	T91E61	\$ 46.41
AXIS	Mount	T91D61	Wall Mount	T91D61	\$ 99.96
FLIR	Mount	S1 Series	Pendant, Wall and Pole Mounts	FK-4129742 Wall Mount	\$ 83.99
FLIR	Mount	S2 Series	Pendant, Wall and Pole Mounts	FK-4132982 Pole Adapter	\$ 116.19
Pelco	Mount	CM400	Corner Mount	CM400	\$ 61.29
Pelco	Mount	BB5-PCA	Pendant Mount	BB5-PCA	\$ 76.06
Pelco	Mount	IWM/IDM4018 Series	Dome Wall Mount	IWM-GY	\$ 87.22
Pelco	Mount	PP350/PP351/PP450/PP451 Series	Parapet Wall/Rooftop Mount	Note price is all 4 total	\$ 1,676.89
Pelco	Mount	SWM Series	Corner, Pole and Wall Mounts	SWM Series	\$ 49.38
Samsung	Mount	SBP Series	Corner, Pole and Wall Mounts	SBP Series	\$ 53.09
Verint	Mount	WM-V33-43FDW	Verint Wall Mount Bracket	WM-V33-43FDW	\$ 100.05
Verint	Mount	PM2-V33-43FDW	Verint Pendant Mount Adapter	PM2-V33-43FDW	\$ 52.20

### Door Stations

Manufacturer	Type	Model/Series	Notes		\$ -
Aiphone	Door Stations	JF Series	Master Station	JF-2MED	\$ 714.90
Aiphone	Door Stations	JK Series	Master Station	JK-1MED	\$ 472.99
Aiphone	Door Stations	JP Series	Master Station	JP-4MED	\$ 1,370.98
Aiphone	Door Stations	LE Series	Master Station	LEF-5	\$ 242.51
Aiphone	Door Stations	JF Series	Door Station with Door Release	JF-DV	\$ 236.99
Aiphone	Door Stations	JK Series	Door Station with Door Release	JK-DV	\$ 278.95
Aiphone	Door Stations	JP Series	Door Station with Door Release	JP-DV	\$ 276.04
Aiphone	Door Stations	LE Series	Door Station with Door Release	LE-SS/A	\$ 234.09
Aiphone	Door Stations	RY Series	Release Relay	RY-3DL	\$ 92.02
Aiphone	Door Stations	PS Series	Power Supply	PS-1820UL	\$ 91.11
Aiphone	Door Stations	8100 Series	Master Cable per thousand foot	82221050C	\$ 344.39
Aiphone	Door Stations	8200 Series	Master Cable per thousand foot	82221050C	\$ 344.39
Aiphone	Door Stations	8700 Series	Master Cable per thousand foot	82221050C	\$ 344.39
Aiphone	Door Stations	8100 Series	Door Station Cable per thousand foot	82180210C	\$ 373.79
Aiphone	Door Stations	8200 Series	Door Station Cable per thousand foot	82180210C	\$ 373.79
Aiphone	Door Stations	8700 Series	Door Station Cable per thousand foot	82180210C	\$ 373.79

### Power, Networking & Miscellaneous

Manufacturer	Type	Model/Series	Notes		\$ -
L-Com	Accessories	NB141207-1HF	Weatherproof Enclosure 120VAC with Heater/Fan	NB141207-1HFS-UL	\$ 518.62
L-Com	Accessories	NB141207-KIT	Weatherproof Enclosure with Mounting Plate	NB141207-KIT	\$ 200.31
Middle Atlantic	Accessories	WMS Series	Wall Shelf	(WMS-2)	\$ 107.58
Middle Atlantic	Accessories	WRS Series	Wall Rack	(WRS-8)	\$ 447.64
Middle Atlantic	Accessories	VPM Series	Wall Rack	(VPM-4)	\$ 90.98
Middle Atlantic	Accessories	H Series	Rack Hardware	(HP-SCREWS)	\$ 20.94
Middle Atlantic	Accessories	S Series	Rack Hardware	Not valid	\$ -
Pelco	Accessories	500 Series	Monitors	DISCOUNTINUED	\$ -
Pelco	Accessories	600 Series	Monitors	(PMCL624)	\$ 531.36
Raytec	Accessories	Raymax and Vario Series	IR Illuminator	Raymax RM25-120-C	\$ 460.98
Raytec	Accessories	Raymax and Vario Series	IR Illuminator	Vario VAR2-i8-1	\$ 809.47
Raytec	Accessories	Raymax and Vario Series	120 IR Lens, Vario only, order Raymax with specific lens	Vario VAR- i8-LENS-12050	\$ 34.99
Ubiquiti	Accessories	NanoAC	Wireless Ethernet Transceiver	NBE-5AC-Gen2	\$ 169.30
Omnitron Systems	Networking	miConverter GX/T	Media Converter	1222-0-1	\$ 370.04
Omnitron Systems	Networking	miConverter GX/T PoE/D	Media Converter	1222D-0-11	\$ 667.08
Trendnet	Networking	TPE Series	Gigabit POE Plus Injector, Class 4	(TPE-115GI)	\$ 37.85
West Penn	Networking	Cat5e/Cat6e	Network Cable per thousand feet NON-PLENUM	Various, by manuf. & color	\$ 185.43
Altronix	Power	AL Series	IR Power Supply	AL100UL	\$ 92.13
AXIS	Power	T8125	High PoE 60W	T8125	\$ 186.58
AXIS	Power	T8133	PoE+ 30W	T8133	\$ 93.28
Dongan	Power	35-MO10 Buck/Boost	Transformer	35-MO10	\$ 116.62
Middle Atlantic	Power	PD Series	Rack Power Strip	(PD-920R-NS)	\$ 196.37
Middle Atlantic	Power	PDS Series	Rack Power Strip	(PDS-620R)	\$ 516.94
Tripp Lite	Power	SMART Line Interactive Series	Uninterruptable Power Supply (UPS) - Rackmount	SMART1500LCD	\$ 356.72
Tripp Lite	Power	TLP Series	AC Surge Plug Strip	TLP808	\$ 30.18
Synology	Storage media	DS1817+	Synology External Video Storage Array, 80TB	DS1817+	\$ 4,155.10

### Labor

		Price
Installation technology time	Per Hour	\$ 105.00
Programming time	Per Hour	\$ 125.00
After hours/ emergency calls	Per Hour	X 1.5 of above
Anticipated additional labor rates	Per Hour	\$ 105.00



**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 17118000001284

<b>CONTRACTOR</b>	MIDSTATE SECURITY COMPANY, LLC
	5975 Crossroads Commerce Pkwy, SW
	Wyoming, MI 49519
	Dave McDonald
	616-291-6269
	dmcDonald@midstatesecurity.com
	CV0008089

<b>STATE</b>	<b>Program Manager</b>	Brandon Philip	DTMB
		517-335-4110	
		philipb@michigan.gov	
	<b>Contract Administrator</b>	Brian Fairbrother	DTMB
		(517) 249-0457	
		fairbrotherb@michigan.gov	

CONTRACT SUMMARY				
VERINT CAMERA SYSTEM INTEGRATOR AND INSTALLATION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2018	September 30, 2021	2 - 1 Year		September 30, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME		
2%/Net 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 30, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,000,000.00	\$10,000.00	\$1,010,000.00		
DESCRIPTION				
Effective 10/17/2018, this contract is hereby increased by \$10,000.00 for the Michigan Gaming Control Board (MGCB). All other terms, conditions, specifications, and pricing remain the same. Per DTMB contractor and agency agreement, and DTMB Procurement approval.				



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Central Procurement Services

525 W. Allegan St., Lansing, MI 48933

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **171 180000001284**

between  
THE STATE OF MICHIGAN  
and

<b>CONTRACTOR</b>	Midstate Security Company, LLC
	5975 Crossroads Commerce Pkwy, SW
	Wyoming, MI 49519
	Dave McDonald
	616-291-6269
	dmcDonald@midstatesecurity.com
	CV008089

<b>STATE</b>	<b>Program Manager</b>	Brandon Philip	DTMB
		517-335-4110	
		philipb@michigan.gov	
	<b>Contract Administrator</b>	Brian Fairbrother	DTMB
		517.249.0457	
		fairbrotherb@michigan.gov	

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Verint Camera System Integrator and Installation</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
10/1/2018	9/30/2021	2, 1-year	
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
2%/10 Net 45		See below.	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
N/A			
<b>MISCELLANEOUS INFORMATION</b>			
N/A			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION</b>			<b>\$1,000,000.00</b>

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Brian Fairbrother, Category Analyst**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Midstate Security Company, LLC (“**Contractor**”), a Michigan limited liability company. This Contract is effective on October 1, 2018 (“**Effective Date**”), and unless terminated, expires on September 30, 2021.

This Contract may be renewed for up to two additional one-year period(s). 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.

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:
Brian Fairbrother 525 W. Allegan St. Lansing, MI 48913 <a href="mailto:FairbrotherB@michigan.gov">FairbrotherB@michigan.gov</a> 517.249.0457	David McDonald, Strategic Account Manager 5975 Crossroads Commerce Pkwy SW Wyoming, MI 49519 <a href="mailto:dmcDonald@midstatesecurity.com">dmcDonald@midstatesecurity.com</a> 616-257-1151

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: Brian Fairbrother 525 W. Allegan St. Lansing, MI 48933 <a href="mailto:FairbrotherB@michigan.gov">FairbrotherB@michigan.gov</a> 517.249.0457	Contractor: David McDonald, Strategic Account Manager 5975 Crossroads Commerce Pkwy SW Wyoming, MI 49519 <a href="mailto:dmcDonald@midstatesecurity.com">dmcDonald@midstatesecurity.com</a> 616-257-1151
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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: Brandon Philip 615 W. Allegan St. Lansing, MI 48933 <a href="mailto:PhilipB@michigan.gov">PhilipB@michigan.gov</a> 517.335.4110	Contractor: David McDonald, Strategic Account Manager 5975 Crossroads Commerce Pkwy SW Wyoming, MI 49519 <a href="mailto:dmcDonald@midstatesecurity.com">dmcDonald@midstatesecurity.com</a> 616-257-1151
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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
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	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.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u>	Waiver of subrogation, except where waiver is prohibited by law.

Coverage according to applicable laws governing work activities.	
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
<b>Crime (Fidelity) Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Employee Theft Per Loss	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as Loss Payees.

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

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

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

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

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

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

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

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://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. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
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 is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/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.** Reserved.
- 31. State Data.**
- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data,

mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what

steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. This section survives termination or expiration of this Contract.

**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. Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

**34. Payment Card Industry Data Security Standard.** Reserved.

**35. CEPAS Electronic Receipt Processing Standard.** 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.** This Contract and any subcontract is subject to the Prevailing Wage Act, 1965 PA 166. Contractor must comply with the state prevailing wage law and its requirements.
- 41. State Printing.** 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.

## STATE OF MICHIGAN

Contract No. 171 180000001284  
Camera Systems Integrator and Installation

### SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

#### BACKGROUND

This Contract supports the State of Michigan (SOM) Enterprise Networked Camera Solution through video management system maintenance and system maintenance through an Authorized Integrator, currently Verint Video Management System (VMS). The term of this contract is three (3) years with two, one-year options. The start date is October 1, 2018 through September 30, 2021.

#### SCOPE

The Contractor will provide complete camera installation services including equipment and labor. The current system is comprised of about 800 cameras at over 50 different locations and is continually growing. This has a very large and complicated network. This is the Video Security camera system installed in various buildings in downtown Lansing, the State Secondary Complex and various outstate (Detroit, Jackson, Grand Rapids, Flint, Escanaba, Saginaw, etc.) locations that tie back to the JOC (Joint Operations Center) firewall in the Mason building. The Cybersecurity and Infrastructure Protection system is monitored 24 x 7 at the JOC by Central Control staff. The Contractor will also provide/install VMS software maintenance (patches, updates, upgrades and troubleshooting) on all 20+ camera servers and appliances (billed hourly). In addition, the Contractor will provide Verint (Nextiva VMS) Gold Support maintenance for the entire Department of Technology, Management and Budget (DTMB) camera system. The Contractor must have a working knowledge of how video solutions will integrate with other key SOM security systems including Honeywell EBI card and Code Blue emergency phones.

#### REQUIREMENTS

##### 1. General Requirements, IT State Standards

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at [http://www.michigan.gov/dtmb/0,5552,7-150-56355\\_56579\\_56755---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-56355_56579_56755---,00.html).

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

##### 1.1. Enterprise IT Policies, Standards and Procedures

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

##### 1.2. Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see [http://www.michigan.gov/dtmb/0,5552,7-150-56355\\_56579\\_56755---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-56355_56579_56755---,00.html). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

##### 1.3. Mobile Responsiveness

To the extent possible, the Contractor's solution must be mobile responsive.

##### 1.4. ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

[http://www.michigan.gov/documents/dmb/1650.00\\_209567\\_7.pdf?20151026134621](http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621)

The Contractor acknowledges their agreement with this section and provide details for how they will meet the requirements. Contractor must provide a list of all mobile devices that are compatible with the Solution.

### **1.5. Product Specifications**

The Contractor will respond to all requests for camera system equipment and service components from the State of Michigan. A consistent service technician is required to work onsite with DTMB for eight (8) hours each week to support the Nextiva VMS and maintain the SOM CCTV infrastructure at the SOM direction. The number of hours is subject to change depending on the needs of the State of Michigan.

The Contractor is a preferred Verint partner with a minimum of five (5) years' experience. The Contractor will be an authorized reseller of Axis and Verint camera equipment.

### **1.6. Warranties**

The State requests a one-year warranty for parts and labor. The Contractor will offer extended warranties past one year that are available through manufacturers and suppliers.

### **1.7. Recall Requirements and Procedures**

The State of Michigan requests that in the event of a recall, the Contractor informs the State in writing immediately.

### **1.8. Quality Assurance Program**

The Contractor is responsible to ensure that any equipment purchased by the State be required to be integrated with the current State of Michigan Verint System.

## **2. Service Levels**

### **2.1. Time Frames**

The Contractor will provide quotes within two weeks or 10 business days of request unless an alternative is mutually agreed upon.

### **2.2. Delivery**

Delivery will be expected within twelve (12) business days upon date of order. Delivery will be made to the Joint Operations Center or where directed to by the State of Michigan Program Manager. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

### **2.3. Installation**

Installation will be expected within seven (7) business days upon date of delivery, unless otherwise agreed. Installation will be considered complete after a walk through with a State of Michigan employee.

### **2.4. Technical Support and Repairs**

When providing technical support, the Call Center must resolve the caller's issue within one (1) business day. If the caller's issue cannot be resolved within one (1) business day, on-site service must be scheduled. The on-site service must be performed within two (2) hours of the time the issue was scheduled for service. The Contractor must have a 24/7 service desk and be located within two hours of the Joint Operations Center. The Contractor acknowledges and will comply with all Technical Support and Repairs. The Contractor can be reached by the State 24/7/365 at (800) 955-1317. The Contractor's normal business hours are Monday through Friday from 8 a.m. to 5 p.m. After hours/emergency call pricing will be applied for work performed outside normal business hours.

### **2.5. Maintenance**

On-site maintenance must be performed according to the recommended manufacturer maintenance schedule.

### **2.6. Training**

The Contractor will have several Technicians who are trained by Verint to provide the necessary instruction and training. Ongoing training will be provided as either refresher courses on existing systems or update training on new versions of hardware and software on an ongoing basis. The Contractor's Lead Engineer assigned to the State will be an experienced educator. He has spent years as a student and professional tutor in College and went on to substitute teach several college courses. As an independent contractor he taught classes for the business and technical training division of Grand Rapids Community College. As a Manufacturer certified Advanced Systems Engineer for the State's current VMS (Verint Nextiva) the Lead Engineer was trained on Verint's site at their corporate offices in Denver, Colorado. He has hosted training classes at MDOT facilities for local users, as well as training users for the Michigan Legislatures. He is well equipped to handle one-on-one or classroom instruction. Additionally, as a partner vendor, the Contractor can sign up select customers employees for free web hosted video training classes provided by the manufacturer. These are often ideal for remote site operators or third shift employees.

## **2.7. Reporting**

The Contractor and its Suppliers acknowledge that the reporting capabilities will meet or exceed the State's standards for reporting system statistics, device inventory, programming audit trail information and other major components of the systems provided through this contract.

## **2.8. Meetings**

The Contractor must attend meetings as requested by the State of Michigan. The State may request meetings as it deems appropriate. The Contractor will attend a quarterly touch point meeting. The Contractor will be required to attend and present annually any new Emerging Technologies to the State. The Contractor will be required to walk-through new installation facilities on an as-needed project basis.

## **3. Staffing**

### **3.1. Contractor Representative**

The Contractor must appoint two individuals, 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 two individuals are

Dave McDonald  
[dmcdonald@midstatesecurity.com](mailto:dmcdonald@midstatesecurity.com)  
616-257-1151

George Duquesnel  
[gduquesnel@midstatesecurity.com](mailto:gduquesnel@midstatesecurity.com)  
616-257-1147

The Contractor must notify the Contract Administrator at least seven (7) business days before removing or assigning a new Contractor Representative.

### **3.2. Key Personnel**

The Contractor must appoint at least two Verint factory certified Advanced Systems engineers on staff with a working knowledge of how video solutions will integrate with other key SOM security systems who will be directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel, including an Account Manager, must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours. The State of Michigan requests that the Contractor send the same consistent technicians who possess an understanding of the State systems to work at our sites.

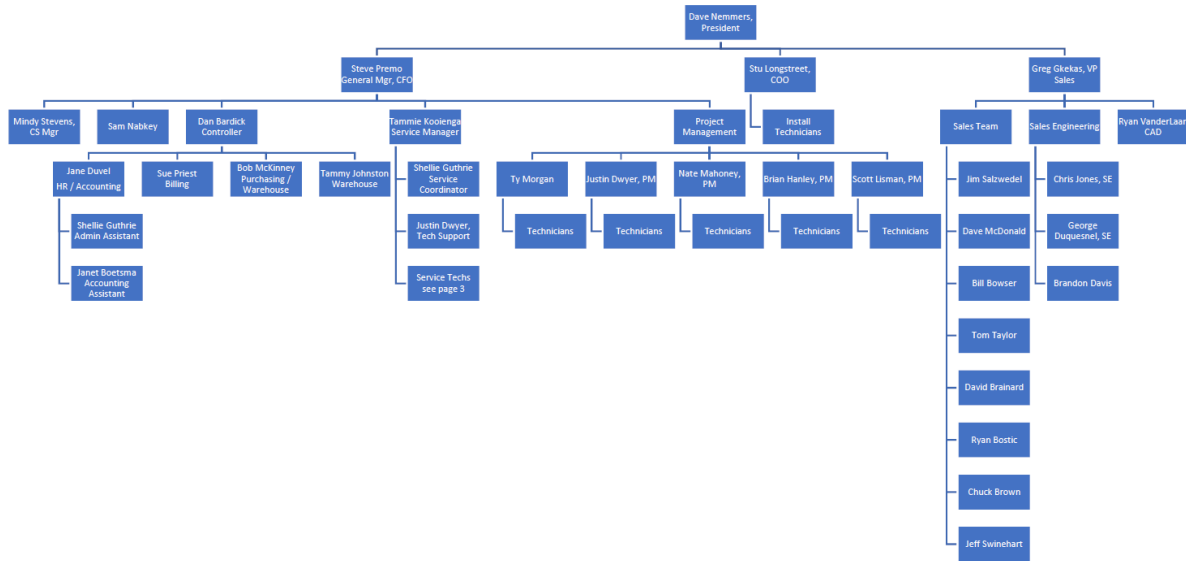
The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

### **3.3. Non-Key Personnel**

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning non-key personnel.

### 3.4. Organizational Chart



### 3.5. Customer Service Toll-Free Number

The Contractor specifies its toll-free number (800-955-1317) for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls 24 hours per day, 7 days per week.

### 3.6. Technical Support, Repairs and Maintenance

The Contractor specifies its toll-free number (800-955-1317) for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service 24 hours per day, 7 days per week. Contractor should be located within two hours of the Joint Operations Center.

### 3.7. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

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.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

### 3.8. Security

The Contractor's staff assigned to buildings and property owned or leased by the State of Michigan will be subject to and must comply with SOM and/or State Agency specific security investigations necessary to obtain access and/or clearance to be present on SOM property. This includes but is not limited to name-based, fingerprint background checks, confidentiality training and other security clearance requirements as required by law, regulation, statute or Agency policy. The Contractor staff is subject to such investigation upon initial request and is subject to annual renewals as well as random requests throughout the terms set forth in the contract.

The Contractor is obligated to self-report any felony conviction of previously cleared staff assigned and associated with this contract to the SOM contractor manager throughout the terms set forth in of the contract. Contractor agrees to sign and abide by OIP Confidentiality Agreement.

The Contractor acknowledges and will comply with all Security Procedures throughout its contract. It is a requirement that all Contractor's employees pass an MSP background check as a condition of employment. Furthermore, in such facilities as Correctional institutions, the Contractor's employees are subject to L.E.I.N. clearance procedures on a yearly basis. All Contractor's will wear approved uniforms and carry Company picture IDs. Non-technical employees

carry Company picture ID's. The Contractor will comply with any requirement for any additional State ID requirements.

#### **4. Pricing**

##### **4.1. Price Term**

Pricing is firm for the entire length of the Contract. Please see Schedule B. The Contractor will provide additional pricing options on new products introduced to the market annually. The Contractor agrees to accept the State of Michigan offer for a 2%/10 net 45 prompt payment discount for this contract.

##### **4.2. Price Changes**

Option-year price adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

#### **5. Ordering**

##### **5.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a Delivery Order (DO).

##### **5.2 Order Verification**

The Contractor must have internal controls, approved by DTMB-Procurement, to verify abnormal orders and to ensure that only authorized individuals place orders.

#### **6. Delivery**

##### **6.1. Delivery Programs**

The Contractor acknowledges and will comply with the Delivery Programs requirements throughout its contract. Standard Delivery is generally shipment via surface transportation whose fees will already be included in any project quotation provided by the Contractor. Quick-ship methods such as overnight or other State designated emergency, expedited shipments will require additional fees. In the unlikely event that Contractor or its Vendors are at fault for delayed deliveries, the Contractor, at its option, will cover any expediting expenses. The Contractor currently uses UPS and FedEx as its primary shipping carriers.

##### **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 State has the sole right to determine acceptance of the Contract Activities.

#### **8. Invoice and Payment**

##### **8.1. Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) summary of work performed; (h) name of individual who requested work; (i) location where work was performed; (j) itemized list of work performed; and (k) total price.

##### **8.2. Payment Methods**

The State will make payment for Contract Activities by EFT.

#### **9. Project Plan**

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor will submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project,

which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

#### **10. Licensing Agreement**

The Contractor must provide a copy of any applicable licensing agreement. Camera purchases as part of new projects must be quoted with the necessary licensing for said cameras.

#### **11. Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.

The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

#### **12. Additional Requirements**

##### **12.1. Environmental and Energy Efficient Products**

The Contractor must provide products that meet the following environmental or energy efficient standards:

##### **12.2. 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 any resulting contract.

##### **12.3. 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.

##### **12.4. 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.+8.7.

## Schedule B Pricing, State of Michigan

### Software & Maintenance

Manufacturer	Type	Model/Series	Notes	Actual Part Number	Price
Verint	Appliance	V150	2TB/4TB/8TB	VMS-V150-4000-7.X	\$ 2,469.60
Verint	License	VMSX.XX-ENT	VMS Enterprise Software License	VMS-7.5-ENT	\$ 4,939.20
Verint	License	VMS-1CAM-ENT	Single Camera License	VMS-1CAM-ENT-7.X	\$ 164.64
Verint	Maintenance	VER-MAN-GOLD	First Year Gold Software Maintenance	VER-MAN-GOLD	\$ 26.00

### IP Cameras

Manufacturer	Type	Model/Series	Notes	Actual Part Number	Price
Aercont Vision	IP Camera	MicroDome Series	Fixed Dome Cameras	AV2456DN-S	\$ 364.10
Aercont Vision	IP Camera	MegaDome 2 Series	Fixed Dome Cameras	AV2355PM-H	\$ 674.64
Aercont Vision	IP Camera	SurroundVideo Omni Series	Fixed Dome Cameras	AV12176DN-28	\$ 1,651.89
AXIS	IP Camera	M30 Series	Fixed Dome Cameras	M3044-V	\$ 232.07
AXIS	IP Camera	M32 Series	Fixed Dome Cameras	P3224-V	\$ 488.64
AXIS	IP Camera	M50 Series	PTZ Cameras	M5054	\$ 581.93
AXIS	IP Camera	P12 Series	Fixed Bullet Cameras	P1264	\$ 348.69
AXIS	IP Camera	P14 Series	Modular Cameras	P1435-LE	\$ 698.55
AXIS	IP Camera	P32 Series	Fixed Dome Cameras	P3225-LVE	\$ 815.17
AXIS	IP Camera	P33 Series	Fixed Dome Cameras	P3367-V	\$ 1,165.03
AXIS	IP Camera	P37 Series	Fixed Dome Cameras	P3707-PE	\$ 1,398.27
AXIS	IP Camera	Q17 Series	Fixed Bullet Cameras	Q1765-LE	\$ 1,631.51
AXIS	IP Camera	Q60 Series	PTZ Cameras	Q6000-E	\$ 1,864.75
Pelco	IP Camera	Spectra HD Series	PTZ Cameras	SD436-HPE1	\$ 3,665.59
Verint	IP Camera	V3300 Series	Fixed Dome Cameras	V3320RD-L6	\$ 322.69
Verint	IP Camera	V4300 Series	Fixed Dome Cameras	V4320FDW-DN	\$ 1,061.93
Verint	IP Camera	V5600 Series	PTZ Cameras	V5620PTZ-30DW-C	\$ 3,128.16
Verint	IP Camera	V6000 Series	Fixed Dome Cameras	V6050FDW-DN	\$ 782.04
Verint	IP Camera	S5000 Series	Fixed Dome Cameras	V3520FD-DN	\$ 485.69
Verint	IP Camera	S5120 Series	Fixed Dome Cameras	V3520FDW-DN	\$ 526.85
Verint	IP Camera	S5250 Series	Fixed Dome Cameras	V4530FD-DN	\$ 897.29
Verint	IP Camera	S5500 Series	PTZ Cameras	V4530FDW-DN	\$ 1,061.93

### Analog Cameras

Manufacturer	Type	Model/Series	Notes	Actual Part Number	Price
FLIR	Analog Camera	F Series	Thermal Imaging Camera	f-304	\$ 14,028.69
FLIR	Analog Camera	Ranger Series	Thermal Imaging Camera	Priced per project spec	
Samsung	Analog Camera	SCV Series	Fixed Dome Cameras	scv-6023R	\$ 128.42

### Encoder/Decoders

Manufacturer	Type	Model/Series	Notes	Actual Part Number	Price
Verint	Decoder	NEX-HDR-P Micro	High Definition Receiver/Decoder	HDR-P-MICRO-7.X	\$ 1,440.60
Verint	Encoder	S1800 Series	Video Encoder	S1801e	\$ 493.92

### Camera Mounts

Manufacturer	Type	Model/Series	Notes	Actual Part Number	Price
Aercont Vision	Mount	SO-CAP	Mounting Cap - SurroundVideo Omni Series	SO-CAP	\$ 44.73
Aercont Vision	Mount	MD-CAP	Mounting Cap - MegaDome Series	MD-CAP	\$ 59.41
Aercont Vision	Mount	AV-WMJB	Wall Mount	AV-WMJB	\$ 84.87
Aercont Vision	Mount	AV-CRMA	Corner Mount	AV-CRMA	\$ 28.29
Aercont Vision	Mount	AV-PMJB	Pendant Mount	AV-PMJB	\$ 84.87
Aercont Vision	Mount	AV-PMA	Pole Mount	AV-PMA	\$ 25.46
Aercont Vision	Mount	AV-JBA	Junction Box	AV-JBA	\$ 59.41
Aercont Vision	Mount	SO-FMA	Flush Mount - SurroundVideo Omni Series	SO-FMA	\$ 74.50
Aercont Vision	Mount	MD-CAP	Flush Mount - MegaDome Series	MD-CAP	\$ 59.41
AXIS	Mount	T94T01D	Pendant Mount	T94T01D	\$ 57.14
AXIS	Mount	T91B51	Ceiling Mount	T91B51	\$ 138.78
AXIS	Mount	T91B52	Extension Pipe	T91B52	\$ 57.14
AXIS	Mount	T91B63	Ceiling Mount	T91B63	\$ 138.78
AXIS	Mount	T94A01L	Recessed Mount	T94A01L	\$ 290.38
AXIS	Mount	T94F01D	Pendant Mount	T94F01D	\$ 45.48
AXIS	Mount	T94F01L	Recessed Mount	T94F01L	\$ 103.79
AXIS	Mount	T94F02D	Pendant Mount	T94F02D	\$ 45.48
AXIS	Mount	T94K01D	Pendant Mount	T94K01D	\$ 45.48
AXIS	Mount	T94K01L	Recessed Mount	T94K02L	\$ 92.13
AXIS	Mount	T94M01L	Recessed Mount	T94M02L	\$ 128.42
AXIS	Mount	T91A64	Corner Mounting Bracket	T91A64	\$ 92.13
AXIS	Mount	T91B62	Parapet Mount	T91B62	\$ 220.41
AXIS	Mount	T94R01B	Corner Mounting Bracket	T94R01B	\$ 68.81
AXIS	Mount	T94P01B	Corner Mounting Bracket	T94P01B	\$ 92.13
AXIS	Mount	T91B61	Wall Mount	T91L61	\$ 115.45
AXIS	Mount	T91E61	Wall Mount	T91E61	\$ 45.48
AXIS	Mount	T91D61	Wall Mount	T91D61	\$ 97.96
FLIR	Mount	S1 Series	Pendant, Wall and Pole Mounts	FK-4129742 Wall Mount	\$ 82.31
FLIR	Mount	S2 Series	Pendant, Wall and Pole Mounts	FK-4132982 Pole Adapter	\$ 113.86
Pelco	Mount	CM400	Corner Mount	CM400	\$ 60.07
Pelco	Mount	BB5-PCA	Pendant Mount	BB5-PCA	\$ 74.54
Pelco	Mount	IWM/IDM4018 Series	Dome Wall Mount	IWM-GY	\$ 85.48
Pelco	Mount	PP350/PP351/PP450/PP451 Series	Parapet Wall/Rooftop Mount	Note price is all 4 total	\$ 1,643.35
Pelco	Mount	SWM Series	Corner, Pole and Wall Mounts	SWM Series	\$ 48.39
Samsung	Mount	SBP Series	Corner, Pole and Wall Mounts	SBP Series	\$ 52.03

### Door Stations

Manufacturer	Type	Model/Series	Notes	Actual Part Number	Price
Aiphone	Door Stations	JF Series	Master Station	JF-2MED	\$ 700.60
Aiphone	Door Stations	JK Series	Master Station	JK-1MED	\$ 463.53
Aiphone	Door Stations	JP Series	Master Station	JP-4MED	\$ 1,343.56

Aiphone	Door Stations	LE Series	Master Station	LEF-5	\$	237.66
Aiphone	Door Stations	JF Series	Door Station with Door Release	JF-DV	\$	232.25
Aiphone	Door Stations	JK Series	Door Station with Door Release	JK-DV	\$	273.37
Aiphone	Door Stations	JP Series	Door Station with Door Release	JP-DV	\$	270.52
Aiphone	Door Stations	LE Series	Door Station with Door Release	LE-SS/A	\$	229.41
Aiphone	Door Stations	RY Series	Release Relay	RY-3DL	\$	90.18
Aiphone	Door Stations	PS Series	Power Supply	PS-1820UL	\$	89.29
Aiphone	Door Stations	8100 Series	Master Cable per thousand foot	82221050C	\$	337.50
Aiphone	Door Stations	8200 Series	Master Cable per thousand foot	82221050C	\$	337.50
Aiphone	Door Stations	8700 Series	Master Cable per thousand foot	82221050C	\$	337.50
Aiphone	Door Stations	8100 Series	Door Station Cable per thousand foot	82180210C	\$	366.31
Aiphone	Door Stations	8200 Series	Door Station Cable per thousand foot	82180210C	\$	366.31
Aiphone	Door Stations	8700 Series	Door Station Cable per thousand foot	82180210C	\$	366.31

### Power, Networking & Miscellaneous

Manufacturer	Type	Model/Series	Notes	Actual Part Number	Price
L-Com	Accessories	NB141207-1HF	Weatherproof Enclosure 120VAC with Heater/Fan	NB141207-1HFS-UL	\$ 518.62
L-Com	Accessories	NB141207-KIT	Weatherproof Enclosure with Mounting Plate	NB141207-KIT	\$ 200.31
Middle Atlantic	Accessories	WMS Series	Wall Shelf	(WMS-2)	\$ 107.58
Middle Atlantic	Accessories	WRS Series	Wall Rack	(WRS-8)	\$ 447.64
Middle Atlantic	Accessories	VPM Series	Wall Rack	(VPM-4)	\$ 90.98
Middle Atlantic	Accessories	H Series	Rack Hardware	(HP-SCREWS)	\$ 20.94
Pelco	Accessories	600 Series	Monitors	(PMCL624)	\$ 531.36
Raytec	Accessories	Raymax and Vario Series	IR Illuminator	Raymax RM25-120-C	\$ 460.98
Raytec	Accessories	Raymax and Vario Series	IR Illuminator	Vario VAR2-i8-1	\$ 809.47
Raytec	Accessories	Raymax and Vario Series	120 IR Lens, Vario only, order Raymax with specific lens	Vario VAR- i8-LENS-12050	\$ 34.99
Ubiquiti	Accessories	NanoAC	Wireless Ethernet Transceiver	NBE-5AC-Gen2	\$ 169.30
Omnitron Systems	Networking	miConverter GX/T	Media Converter	1222-0-1	\$ 370.04
Omnitron Systems	Networking	miConverter GX/T PoE/D	Media Converter	1222D-0-11	\$ 667.08
Trendnet	Networking	TPE Series	Gigabit POE Plus Injector, Class 4	(TPE-115GI)	\$ 37.85
West Penn	Networking	Cat5e/Cat6e	Network Cable per thousand feet NON-PLENUM	Various, by manuf. & color	\$ 185.43
Altronix	Power	AL Series	IR Power Supply	AL100UL	\$ 92.13
AXIS	Power	T8125	High PoE 60W	T8125	\$ 186.58
AXIS	Power	T8133	PoE+ 30W	T8133	\$ 93.28
Dongan	Power	35-MO10 Buck/Boost	Transformer	35-MO10	\$ 116.62
Middle Atlantic	Power	PD Series	Rack Power Strip	(PD-920R-NS)	\$ 196.37
Middle Atlantic	Power	PDS Series	Rack Power Strip	(PDS-620R)	\$ 516.94
Tripp Lite	Power	SMART Line Interactive Series	Uninterruptable Power Supply (UPS) - Rackmount	SMART1500LCD	\$ 356.72
Tripp Lite	Power	TLP Series	AC Surge Plug Strip	TLP808	\$ 30.18

Labor					Price
Installation technology time	Per Hour				\$ 105.00
Programming time	Per Hour				\$ 125.00
After hours/ emergency calls	Per Hour				X 1.5 of above
Anticipated additional labor rates	Per Hour				\$ 105.00