



STATE OF MICHIGAN PROCUREMENT

Department of Corrections

206 E. Michigan Ave. Lansing MI 48933

CONTRACT CHANGE NOTICE

Change Notice Number **8**
to
Contract Number **472B7700071**

CONTRACTOR	Doron Precision Systems, Inc.
	150 Corporate Drive
	Binghamton, NY 13904
	Robert Hopkins
	607-772-1601
	Rhopkins@doronprecision.com
	VS0000502

STATE	Program Manager	Jacob Gorden	MDOC
		989-335-2313	
	GordenJ@michigan.gov		
	Contract Administrator	Arnold Vande Mark	MDOC
517-335-2083			
VandemarkA@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Truck Simulator				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
9/20/20217	9/30/2022	20, one-year	9/30/2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		30 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,011,200.00		\$150,000.00	\$1,161,200.00	
DESCRIPTION: Effective 11/29/2023, the following amendments and items are incorporated into this Contract per attached Amendment 2. This amendment results in changes to Schedule A-SOW and Schedule B-Pricing and adds additional items. Please note this contract is increased by \$150,000.00 for MDOC use. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

FOR THE CONTRACTOR:

Doron Precision Systems Inc,

Company Name

E-SIGNED by Robert Hopkins
on 2023-11-27 11:03:08 EST

Authorized Agent Signature

Robert Hopkins

Authorized Agent (Print or Type)

2023-11-27 11:03:08 UTC

Date

FOR THE STATE:

E-SIGNED by Lia Gulick
on 2023-11-27 11:33:25 EST

Signature

Lia Gulick MDOC-PROC-PROC

Name & Title

State of Michigan

Agency

2023-11-27 11:33:25 UTC

Date

Amendment 2- Effective 11/29/2023

Contract 472B7700071- Change Notice #8

Schedule A- SOW

1. General Requirements

1.1. Product Specifications

A. Hardware Deliverables

- 4) The Contractor will provide as an add on option to the 550 Truckplus system, a car simulator. The make and model of the car package simulator is Doron-550 Carplus Driving Simulator. Purchase of this simulator includes but is not limited to:
 - a) Car Scenario Package
 - b) 1 day of training for end users.
 - c) Delivery and installation of the simulator by Contractor staff.

D. Services

- 1) Contractor must have ability to move or relocate simulators already installed in MDOC facilities to alternate locations within the facility or the State such as an alternate MDOC facility.
- 2) When a relocation service is needed, MDOC will request a quote for the relocation from Contractor after providing specifics to the Contractor about the relocation. Contractor must provide a quote for the relocation service, but must not perform any service until receipt of a Purchase/Delivery Order per section 5.1 of Schedule A- Statement of Work.
- 3) Relocation services include but are not limited to:
 - a) A system test of the simulator to confirm it is working appropriately before disconnecting the simulator and disassembling it.
 - b) Disassembling of the simulator and ensuring the parts, equipment, and hardware are protected for the relocation of the simulator.
 - c) Move the system to the new location.
 - d) Reassemble the system.
 - e) Power up and test the system to confirm normal functionality.
 - f) (Optional) Modify the system or existing GUI to accept additional modules as applicable.

Schedule B-Pricing

Item #	Description	Unit Cost
1.	CDL simulator and related equipment and hardware. Installation, setup, testing of equipment, training costs, shipping costs of equipment, Software, and curriculum are included in price.	\$111,500.00
2.	Software upgrades, bug fixes, and support.	Included (1 year warranty)
3.	Maintenance agreement 5/1/2021- 4/30/2026 (includes repairs and preventative maintenance). <ul style="list-style-type: none"> - Two (2) systems per location annual cost..... - One (1) system per location annual cost..... - Three (3) systems per location annual cost..... 	 \$7,266.00 \$6,903.00 \$11,640.00
4	SkillTrak™ (with Printer)	\$5,000.00
5.	Scenario Developer	\$9,500.00
6.	Modular Driving Position (other models)	\$29,500.00
7.	Bus Training scenario Package	\$3,995.00
8.	Fire/EMS Training Scenario Package	\$3,995.00
9.	Law Enforcement Scenario Package	\$5,995.00
10.	3 DOF Motion System	\$25,000.00
11.	PEST™ (Performance Evaluation System	\$6,995.00
12.	One 550 Truckplus Driving Simulator cab to add to current system in place including delivery and installation.	\$96,400.00
13.	System consisting of: Two (2) 550TRUCKplus driving simulator cabs. Each equipped with TrueSteer™ digital servo steering system. Each with three (3) 55" flat screen displays (225° field-of-view) One (1) instructor's console. Remote Controlled side-view mirror adjustment. Pre-recorded Audio Scenario Description Feature. Package of Truck Driving and CDL scenarios. Automatic/Manual Transmission. Comprehensive user guide. Three days of on-site Instructor training. On-site Installation. One (1) year warranty. First Year on-site domestic preventative maintenance service support.	\$198,850.00
14.	Snowplow modular driving Position with snowplow controls and training scenarios. Delivery and installation included. One day of training included.	\$63,600.00
15.	One (1) 550 Carplus Driving Simulator cab to add to current system in place including: Care scenario package. 1 day of training for end users. Delivery and installation of the simulator by Contractor staff.	\$96,400.00

16.	<p>Relocation services of previously installed Simulators including: A system test of the simulator to confirm it is working appropriately. Disassembly of simulator. Ensuring the parts, equipment, and hardware are protected for the relocation of the simulator. Move the system to the new location. Reassemble of the system. Power up and test the system to confirm normal functionality. (Optional) Modify the system or existing GUI to accept additional modules as applicable.</p>	Quote per service.
17.	<p>One (1) 550 Carplus driving simulator system including: Truesteer™ digital servo steering system. Three (3) 55" flat screen displays (225° field-of-view). One (1) instructor's console. Remote Controlled Side-view mirror adjustment. Pre-recorded Audio Scenario Description Feature. Package of Car Driving scenarios. Automatic Transmission. Comprehensive user guide. Three days of on-site Instructor training. On-site Installation. One (1) year warranty. First Year on-site domestic preventative maintenance service support.</p>	\$111,500.00



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PO Box 3003 Lansing MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7
to
Contract Number 472B7700071

CONTRACTOR	Doron Precision Systems, Inc.
	150 Corporate Drive
	Binghamton, NY 13904
	Robert Hopkins
	607-772-1601
	Rhopkins@doronprecision.com
	VS0000502

STATE	Program Manager	Jacob Gorden	MDOC
		989-335-2313	
		GordenJ@michigan.gov	
Contract Administrator		Arnold Vande Mark	MDOC
		517-335-2083	
		VandemarkA@michigan.Gov	

CONTRACT SUMMARY				
DESCRIPTION: Truck Simulator				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
9/20/2017	9/30/2022	20, one-year	9/30/2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		30 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (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 checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,011,200.00			\$1,011,200.00	
DESCRIPTION: Effective 9/30/2023, the State is exercising the second option year. The revised contract expiration date is 9/30/2024. Please note the Contract Administrator has been changed to Arnold VandeMark, and the Program Manager has been changed to Jacob Gorden. In addition, the following amendments are incorporated into this Contract per attached Amendment 1. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

FOR THE CONTRACTOR:

Doron Precision Systems Inc,

Company Name

E-SIGNED by Robert Hopkins
on 2023-04-19 09:19:55 EST

Authorized Agent Signature

Robert Hopkins

Authorized Agent (Print or Type)

2023-04-19 09:19:55 UTC

Date

FOR THE STATE:

E-SIGNED by Lia Gulick
on 2023-04-19 09:20:52 EST

Signature

Lia Gulick MDOC-PROC-PROC

Name & Title

State of Michigan

Agency

2023-04-19 09:20:52 UTC

Date

Amendment 1 – Effective 9/30/2023

Schedule A- SOW

Section 3.10- MDOC provided Training (updated)

- A. Contractor and/or subcontractor staff, as applicable, providing services under the MDOC contract are required to complete MDOC training prior to providing services or entering into MDOC facilities. The training assigned will be specific to Contractor worksite, level of offender contact, and the services provided under the Contract. Contact the MDOC Contract Manager or designee with any questions concerning MDOC training.
- B. Contractor and/or subcontractor staff must complete MDOC provided training annually before the end of training year. (The State's training year is October 1st through September 30th.)
- C. Contractor and/or subcontractor staff must annually review and accept the MDOC Vendor Rules and Regulations document as one of the training requirements. (See Vendor Rules and Regulations Section 12.6 (previously Vendor Handbook))
- D. Any contractor staff and/or subcontractor staff who do not complete training by the annual September 30th training deadline may have their permission to provide contract deliverables revoked, as determined by the Program Manager or designee.

Section #13- American Disabilities Act (new)

- A. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC Program Manager or designee within 24 hours of any request for reasonable accommodation for an offender.
- B. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC PMCD Contract Manager or designee within 24 hours of any request for reasonable accommodation made by Contractor's staff, including temporary and subcontractor staff.
- C. Please Note: All reasonable accommodation aids, services, and equipment needed for Contractor's staff, including temporary and subcontractor staff, is to be provided by the Contractor.

Section #14- Gender (new)

- A. The Contractor must provide contract services to transgender and gender non-conforming offenders.

Section #15- Procurement Monitoring and Compliance Division (new)

- A. The Procurement, Monitoring, and Compliance Division (PMCD) provides oversight of MDOC contracts and ensures contractors are delivering services according to contract requirements. The Contract Manager or assigned Contract Monitor will serve as the lead for all contract related issues. They will ensure the

contractual requirements are being met through monitoring activities such as: scheduling kick off meetings, developing monitoring plans, managing service level agreements and transition timelines, and partnering with the MDOC program manager to ensure deliverables are met.

- B. Should any issue(s) arise with a contractor's performance, PMCD is engaged to document the issue(s) and may pursue a model of progressive discipline that leverages tools such as meetings, Corrective Action Plan Requests, and Vendor Performance letters. When a Corrective Action Plan Request is issued, the State requires that the Contractor confirm receipt and submit their Plan of Action within the timeframe outlined in the request. The State also requires that the Contractor must cure, at no additional cost to the State, any deficiency identified in a Corrective Action Plan Request. The Plan of Action must include a solution that resolves the issue so that it does not reoccur.
- C. PMCD utilizes a progressive correction process for unsatisfactory vendor performance. PMCD reserves the right to utilize any of its contract compliance tools to address contract deficiency(cies) whether progressive or not. PMCD will utilize corrective action tools according to the significance of the contract deficiency.



STATE OF MICHIGAN PROCUREMENT

Department of Corrections

206 E. Michigan Ave. Lansing MI, 49833
 PO Box 3003 Lansing MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 6
 to
 Contract Number 472B7700071

CONTRACTOR	Doron Precision Systems, Inc.
	150 Corporate Drive
	Binghamton, NY 13904
	Mark Rothwell
	607-772-1610 ext. 313
	mrothwell@doronprecision.com
	VS0000502

STATE	Program Manager	Dean McGregor	MDOC
		517-335-8953	
		mcgregord@michigan.gov	
STATE	Contract Administrator	Ethan Todd	MDOC
		517-241-5056	
		Todde1@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Truck Simulator				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
09/20/17	09/30/22	20, one-year	9/30/22	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		30 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (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 checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		9/30/2023
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,011,200.00		\$0.00	\$1,011,200.00	
DESCRIPTION:				
Effective September 1, 2022, the following changes are made to this contract:				
The MDOC is exercising the first option year. The revised contract expiration date is September 30, 2023.				
All references to "Vendor Handbook" are changed to "Vendor Rules and Regulations."				
Section 3.9 Insurance Submittal is added:				

The Contractor must provide insurance certificates to the Contract Administrator upon contract award, and twenty days prior to the expiration date for each policy (see Standard Contract Term #6). The certificates must be emailed to MDOC-Procurement@michigan.gov.

Section 3.10 MDOC Provided Training is added:

In accordance with MDOC instruction, Contractor staff and subcontractor staff, who provide services within correctional facilities, must complete MDOC provided training before providing services under this Contract. Exceptions may be made for transfers or employees with prior MDOC work experience in similar positions who have completed MDOC training previously. Contact the MDOC Contract Monitor and Program Manager with any questions concerning MDOC training.

Standard Contract Term, section 36. Records Maintenance, Inspection, Examination, and Audit is revised:

Pursuant to MCL 18.1470, 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 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 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.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement.

FOR THE CONTRACTOR:

Doron Precision Systems, Inc.
Company Name

Authorized Agent Signature

Mark Rothwell
Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Lia Gulick, Deputy Director
Name & Title

Department of Corrections
Agency

Date



STATE OF MICHIGAN PROCUREMENT

Department of Corrections

206 E. Michigan Ave. Lansing MI, 49833

PO Box 3003 Lansing MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **472B7700071**

CONTRACTOR	Doron Precision Systems, Inc.
	150 Corporate Drive
	Binghamton, NY 13904
	Mark Rothwell
	607-772-1610 ext. 313
	mrothwell@doronprecision.com
	VS0000502

STATE	Program Manager	Dean McGregor	MDOC
		517-335-8953	
	mcgregord@michigan.gov		
	Contract Administrator	Ethan Todd	MDOC
517-241-5056			
Todde1@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Truck Simulator				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
09/20/17	09/30/22	20, one-year	9/30/22	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		30 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (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"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$947,600.00		\$63,600.00	\$1,011,200.00	
DESCRIPTION:				
Effective 3/8/2022, this Contract is increased by \$63,600 for MDOC use.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement.				

FOR THE CONTRACTOR:

Doron Precision Systems, Inc.
Company Name

Authorized Agent Signature

Mark Rothwell
Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Lia Gulick, Deputy Director
Name & Title

Department of Corrections
Agency

Date



STATE OF MICHIGAN PROCUREMENT

Department of Corrections

206 E. Michigan Ave. Lansing MI, 49833
 PO Box 3003 Lansing MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **472B7700071**

CONTRACTOR	Doron Precision Systems, Inc.
	150 Corporate Drive
	Binghamton, NY 13904
	Mark Rothwell
	607-772-1610 ext. 313
	mrothwell@doronprecision.com
	VS0000502

STATE	Program Manager	Dean McGregor	MDOC
		517-335-8953	
		mcgregord@michigan.gov	
STATE	Contract Administrator	Ethan Todd	MDOC
		517-241-5056	
		Todde1@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Truck Simulator				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
09/20/17	09/30/22	20, one-year	9/30/22	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		30 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (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"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$947,600.00		\$0.00	\$947,600.00	
DESCRIPTION:				
Effective 5/1/2021, the below changes are made to this Contract.				
Under Standard Contract Terms, section 3. Contract Administrator, the MDOC Contract Administrator is revised:				
Ethan Todd				

Michigan Department of Corrections
Grandview Plaza, 5th Floor
PO Box 30003
Lansing, MI 48909
Todde1@michigan.gov
517-241-5056

Under Standard Contract Terms, section 4. Contract Program Manager, the MDOC Program Manager is revised:

Dean McGregor
Michigan Department of Corrections
Grandview Plaza
PO Box 30003
Lansing, MI 48909
mcgregord@michigan.gov
517-335-8953

Under Schedule B, Pricing Matrix. Item 3 is revised:

Item #	Description	UOM	Unit Cost
3	Maintenance agreement 5/1/2021 - 4/30/2026 (includes repairs and preventative maintenance)	Each	Two (2) Systems per location annual cost – \$7,266.00 One (1) System per location annual cost– \$6,903.00

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement.

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

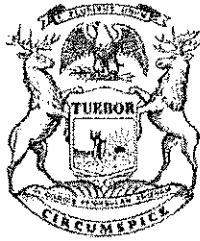
Lia Gulick, Deputy Director

Name & Title

Department of Corrections

Agency

Date



STATE OF MICHIGAN PROCUREMENT

Department of Corrections

206 E. Michigan Ave. Lansing MI, 48833
 PO Box 3003 Lansing MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
 to
 Contract Number 472B7700071

CONTRACTOR	Doron Precision Systems, Inc.
	150 Corporate Drive
	Binghamton, NY 13904
	Mark Rothwell
	607-772-1610 ext. 313
	mrothwell@doronprecision.com
	VS0000502

STATE	Project Manager	Robert McGeorge	MDOC
		517-373-7074	
		McGeorgeR1@michigan.gov	
	Contract Administrator	Cathy Carr	MDOC
		517-241-2192	
		CarrC@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Truck Simulator				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
09/20/17	09/30/22	20, one-year	9/30/22	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		30 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (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"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$884,000.00		\$63,600.00	\$947,600.00	
DESCRIPTION: Effective 2/14/20 this Contract is increased by \$63,600.00. The attached items and amendments are incorporated into this Contract per Attachment B. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement				

FOR THE CONTRACTOR:

Doron Precision Systems
Company Name

Mark Rothwell
Authorized Agent Signature

Mark Rothwell
Authorized Agent (Print or Type)

February 12, 2020
Date

FOR THE STATE:

Lia Gulick
Signature

Lia Gulick, Deputy Director
Name & Title

Department of Corrections
Agency

02-14-2020
Date

Contract 472B7700071

Change Notice 3

Attachment B

The following item is added to the contract. All other specifications and terms of the contract remain unchanged.

Item #	Description	UOM	Unit Cost
14	Snowplow modular driving Position with snowplow controls and training scenarios Delivered and installation included. One day of training included	Each	\$63,600.00

Delivery terms are 60 – 90 days ARO.



STATE OF MICHIGAN PROCUREMENT

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CONTRACT CHANGE NOTICE

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CONTRACTOR	Doron Precision Systems, Inc.
	150 Corporate Drive
	Binghamton, NY 13904
	Mark Rothwell
	607-772-1610 ext. 313
	mrothwell@doronprecision.com
VS0000502	

STATE	Robert McGeorge	MDOC
	517-373-7074	
	McGeorgeR1@michigan.gov	
	Cathy Carr	MDOC
	517-241-2192	
	CarrC@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Truck Simulator				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
09/20/17	09/30/22	20, one-year		
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		30 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" 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"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$640,000.00		\$244,000.00	\$884,000.00	
DESCRIPTION: Effective 9/10/19 this Contract is increased by \$244,000.00. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement				

FOR THE CONTRACTOR:

DORON Precision Systems, Inc.
Company Name

Michael Stricket
Authorized Agent Signature

Michael Stricket
Authorized Agent (Print or Type)

Sept. 9, 2019
Date

FOR THE STATE:

Lia Gulick
Signature

Lia Gulick, Deputy Director
Name & Title

Department of Corrections
Agency

9-11-19
Date



STATE OF MICHIGAN PROCUREMENT

Department of Corrections

206 E. Michigan Ave. Lansing MI, 49833
 PO Box 3003 Lansing MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
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CONTRACTOR	Doron Precision Systems, Inc.
	150 Corporate Drive
	Binghamton, NY 13904
	Mark Rothwell
	607-772-1610 ext. 313
	mrothwell@doronprecision.com
	VS0000502

STATE	Robert McGeorge	MDOC
	517-373-7074	
	McGeorgeR1@michigan.gov	
	Cathy Carr	MDOC
	517-241-2192	
	CarrC@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Truck Simulator				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
9/20/2017	9/30/2022	20, one year		
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		30 Days ARO		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" 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"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$160,000.00		\$480,000.00	\$640,000.00	
DESCRIPTION: Effective 5/22/19 this Contract is increased by \$480,000.00. The attached items and amendments are incorporated into this Contract per Attachment A. All references to "Purchase Order(s) (PO)" for new requests will hereinafter be referred to as "Delivery Order(s) (DO)".				

FOR THE CONTRACTOR:

Doron Precision Systems, Inc.

Company Name

Michael P. Strick
Authorized Agent Signature

Michael P. Strick
Authorized Agent (Print or Type)

May 19, 2019
Date

FOR THE STATE:

Lia Gulick
Signature

Lia Gulick, Acting Deputy Director

Name & Title

MDOC
Agency

6-5-19
Date

Contract 472B7700071

Change Notice 1

Attachment A

A. The following items are added to the contract. All specifications and terms of the contract remain unchanged.

Additional line items.

Item #	Description	Unit Cost
12.	One 550 Truckplus Driving Simulator cab to add to current system in place including delivery and installation.	\$96,400.00
13.	System consisting of: Two (2) 550TRUCKplus driving simulator cabs Each equipped with TrueSteer™ digital servo steering system Each with three (3) 55" flat screen displays (225° field-of-view) One (1) instructor's console Remote Controlled side-view mirror adjustment Pre-recorded Audio Scenario Description Feature Package of Truck Driving and CDL scenarios Automatic/Manual Transmission Comprehensive user guide Three days of on-site Instructor training On-site installation One (1) year warranty First year on-site domestic preventative maintenance service support	\$198,850.00

B. **Schedule A – Statement of Work - Section 2.2 Delivery** is revised to include the following language:

Deliveries locations will be stated on the Purchase Order/Delivery Order.
The State reserves the right to add, delete, or change the delivery addresses.

Standard Contract Terms

Section 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.

Is changed to the following:

Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive 2019-09. 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Michigan Department of Corrections
206 E. Michigan Ave.
Lansing, MI 48893

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 472B7700071
between
THE STATE OF MICHIGAN
and

CONTRACTOR	Doron Precision Systems, Inc.
	150 Corporate Drive
	Binghamton, NY 13904
	Mark Rothwell
	607-772-1610 ext. 313
	mrothwell@doronprecision.com
	0280

STATE	Robert McGeorge	MDOC
	517-373-7074	
	McGeorgeR1@michigan.gov	
	Cathy Carr	MDOC
	517-241-2192	
	CarrC@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: <i>Truck Simulator - Parnall Voc. Village</i>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
9/20/2017	9/30/2022	20; one-year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		30 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
Contract for Commercial Driver's License (CDL) Truck Simulator			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$160,000.00

FOR THE CONTRACTOR:

DORON PRECISION SYSTEMS, INC.
Company Name

Mark Rothwell
Authorized Agent Signature

MARK ROTHWELL
Authorized Agent (Print or Type)

JANUARY 8, 2018
Date

FOR THE STATE:

J. Sherry
Signature

JERI-ANN SHERRY
Name & Title

MSOC
Agency

1/8/18
Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Doron Precision Systems, Inc. ("Contractor"), a New York corporation. This Contract is effective on September, 20 2017 ("Effective Date"), and unless terminated, expires on September 30, 2022.

This Contract may be renewed for up to 20 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: Purchasing Michigan Department of Corrections Grandview Plaza, 5 th Floor PO Box 30003 Lansing, MI 48909	If to Contractor: Mark Rothwell Doron Precision Systems 150 Corporate Drive Binghamton, NY 13904 mrothwell@doronprecision.com 607-772-1610 ext. 313
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "Contract Administrator"):

State: Cathy Carr, Buyer Michigan Department of Corrections Grandview Plaza, 5 th Floor PO Box 30003 Lansing, MI 48909	Contractor: Mark Rothwell Doron Precision Systems 150 Corporate Drive Binghamton, NY 13904 mrothwell@doronprecision.com 607-772-1610 ext. 313
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Contract Monitor. The Contract Monitor for each party is the sole point of contact for each party on all contract related issues. The Contract Monitor will work with the Contract Administrator/Buyer if there are reasons to modify any terms of this Contract:

State: Milton Shoup Michigan Department of Corrections Grandview Plaza, PO Box 30003 Lansing, MI 48909 ShoupM@michigan.gov 517-285-5914
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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: Robert McGeorge Michigan Department of Corrections Grandview Plaza, PO Box 30003 Lansing, MI 48909 McGeorgeR1@michigan.gov 517-373-7074	Contractor: Mark Rothwell Doron Precision Systems 150 Corporate Drive Binghamton, NY 13904 mrothwell@doronprecision.com 607-772-1610 ext. 313
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	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

Deductible Maximum: \$50,000 Each Occurrence	endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
Minimal Limits: \$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.
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

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

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

7. Reserved.

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

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

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

9. Independent Contractor. Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is

responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. 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/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **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 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

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

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

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

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

33. Reserved.

34. Reserved.

35. Reserved.

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

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

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

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or

encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Reserved.**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Websites 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. 472B7700071
Commercial Driver's License (CDL) Truck Simulator

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This schedule identifies the Contract requirements.

BACKGROUND

The Department of Corrections (MDOC) is purchasing a Commercial Driver's License (CDL) Truck Simulator for the Parnall Correctional Facility Vocational Village in Jackson, Michigan. The simulator will be used as part of the curriculum to provide training to prisoners.

SCOPE

Commercial Driver's License (CDL) Truck Simulator
Software including scenarios
Additional Scenarios
Software licenses, support, upgrades, and patches at no additional costs
Maintenance Agreements
Repairs
Training

MDOC reserves the right to add or delete items to best meet the needs of the ordering entity.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

A. Hardware Deliverables

1. The make and model of the Commercial Driver's License (CDL) Truck Simulator:
Doron – 550 Truckplus
 - a. The simulator does provide feedback to the student through the seat.
 - b. The simulator does not require Internet access.
 - c. There is not a trade in program at the end of the contract.
2. Display Screen:
 - a. The CDL Truck Simulator has three display screens.
 - b. The size and resolution of the display screens are 55" LED displays. Each screen displayed resolution is 1920 X 1080.
 - c. The visual degree (angle) of the screen set up is 225-degree horizontal field-of-view.
3. Computer Equipment
 - a. There is a computer station for the instructor. The Contractor also includes a high-quality desk for the instructor station at no additional charge.
 - b. The computer station is connected to the simulator by ethernet cable.
 - c. A printer is provided as part of the SkillTrak Reaction Software.

B. Software Deliverables

1. 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 products/software, where relevant, to comply with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Bidder 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 the Contractor to 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

The Contractor agrees with this section.

Mobile Responsiveness: The Contractor's product must be mobile responsive.

2. The system can be upgraded and/or expanded. Periodic upgrades are made available by the Contractor. The system can be expanded by adding up to three additional simulators which can then be linked together for coordinated training.
3. Curriculum is included in the CDL Truck Simulator price. The Contractor shall provide the current and updated copies of the curriculum to the MDOC Program Manager via email.
4. Scenarios are available in accordance to Attachment A (550TRUCKplus™ BROCHURE AND SPECIFICATIONS, Warranty Service, Maintenance & Training)
5. The Contractor shall offer customizable scenarios, and provide them to the MDOC Program Manager to be updated with the current offerings. See Schedule B, Pricing Matrix.
6. Skilltrak and PES (Performance Evaluation System) software includes testing of the student/prisoner.
 - a. See Attachment A for details.
 - b. The test results are communicated on screen real time feedback, print out and instructor feedback.
 - c. The simulator provides a printable report with the results of each session and the report can be saved to a file with the Skilltrak and PES Software.
7. Software updates to the system are included free of charge for the life of the system for the length of this agreement. Periodic upgrades which may include hardware changes will be quoted when requested by the MDOC.
8. All updates or upgrades will be completed by a factory trained, full-time Contractor employee.
9. Contractor must include any end-user license agreements that will be required by the MDOC to access the program in the cost of the CDL Truck Simulator.

C. Documentation

1. Instruction manuals in English must be provided for all equipment and software.

1.2. Warranties

A. The Contractor will provide an all-inclusive one-year warranty with the CDL simulator. This includes on-site customer support, parts, labor and travel. A direct line to the Contractor's customer support team is provided to report all service related events. See Attachment A for Warranty specifications.

B. The Contractor's factory trained technicians shall provide warranty work.

C. The MDOC reserves the right to require additional warranties other than those identified by the Contractor.

1.3. Recall Requirements and Procedures

In the event of a recall, the Contractor must immediately notify MDOC Contract Administrator, Contract Monitor, and Program Manager by email. The Contractor must provide instructions detailing the process to return the products to the Contractor at the expense of the Contractor. The Contractor is solely responsible for notifying MDOC and coordinating the return of the products.

1.4. Reserved

2. Service Levels

2.1. Time Frames

Provide your delivery schedule after receipt of order. The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms.

Delivery of Equipment: Simulator, computer station, etc.	30 days
Additional scenarios	Included with the delivery of the system.
Training	The Contractor provides 3 days of on-site training. The training schedule is coordinated with the MDOC Program Manager and typically follows shortly after installation of the system.

2.2. Delivery

Delivery will be made at:
Pamall Correctional Facility
1780 E. Pamall
Jackson, MI 49201

2.3. Reserved.

2.4. Reserved.

2.5. Maintenance

A. On-site maintenance must be performed according the recommended manufacturer maintenance schedule, if applicable.

B. Maintenance and Technical Support

After the first-year warranty period, annual maintenance (See Schedule B, Pricing Matrix) go into effect. The maintenance covers technical support, on-site customer support, parts, labor and travel. The only items not included in the warranty and maintenance are components or software MDOC has changed or added, or damaged items caused by neglect.

1. Contractor factory trained technicians shall provide all maintenance and technical support.

2. Contractor support is available during business hours – Monday through Friday 8:00am to 5:00pm EST. Resolution time is typically available within minutes.
3. On-Site quarterly preventative maintenance visits are included with all maintenance agreements. If the MDOC maintains an active maintenance agreement, there are no limits to the amount of on-site visits the Contractor's technicians will provide if problems occur.

2.6. Training

The Contractor provides three days of on-site training after the CDL Truck Simulator is installed. The Contractor's certified trainers will how to operate the CDL simulator, and assist with the integration of simulation training into the MDOC's program.

2.7. Reporting

The Contractor's service technicians shall complete a comprehensive service report during each visit, which shall be provided to the staff at the MDOC facility.

The Contractor must submit reports upon request.

2.8. Meetings

The Contractor may be required to attend a kick off meeting.

MDOC may request other meetings as it deems appropriate.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint an individual, specifically assigned to MDOC, that will respond to MDOC inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor Representative should be located within the continental United States.

The Customer Service Representative information is:

Name - Mark Rothwell
Title - Customer Service Manager
Telephone Number – 607-772-1610 X 313
Fax Number – 607-772-6760
Email Address – mrothwell@doronprecision.com
Physical Location – Corporate Headquarters – Binghamton, NY

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

3.2. Reserved

3.3. Reserved

3.4. Reserved

3.5. Customer Service Toll-Free Number

The Contractor's toll-free number for the MDOC to make contact with the Contractor Representative is 800-283-6766. The Contractor Representative should be available for calls during the hours of 8 am to 5 pm EST, Monday-Friday.

3.6. Technical Support, Repairs and Maintenance

The Contractor's toll-free number for MDOC to make contact with the Contractor for technical support, repairs and maintenance is 800-283-6766. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

The technical support, repairs and maintenance Representative should be located within the continental United States.

3.7. Disclosure of Subcontractors

The Contractor does not intend to use subcontractors. If during the Contract period the Contractor intends to add subcontractors, the Contractor must disclose via email the following concerning the subcontractor(s) and cannot utilize the subcontractor until approval from the MDOC Program Manager:

1. The subcontractor's legal business name
2. Address
3. Telephone number
4. Contact name (including email and telephone number)
5. Description of subcontractor's organization and the services it will provide
6. Information concerning subcontractor's ability to provide the Contract Activities
7. The relationship of the subcontractor to the Contractor
8. Whether the Contractor has previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
9. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
10. The Contractor will be responsible for the legitimacy of all reports and expenditures provided by all subcontractors.

3.8. Security

The Contractor's staff may be required to make deliveries to or enter MDOC facilities.

The Contractor will be subject to the following security procedures:

1. All Contractor and subcontractor staff working on the Contract must undergo a security and background check, to include at a minimum ICHAT <http://apps.michigan.gov/ichat/home.aspx>, to be performed by the Contractor at its expense.
2. The Contractor's and subcontractor's staff that are entering a MDOC facility must be Law Enforcement Information Network (LEIN) cleared by the MDOC prior to facility entry. The Contractor must submit the LEIN information to the MDOC Program Manager at least two business days prior to the facility visit. If an employee of the Contractor or subcontractor has a felony or misdemeanor conviction (excluding minor driving offenses), that employee may not be permitted to enter any MDOC facility. The LEIN check is no cost to the Contractor.
3. The Contractor's and subcontractor's staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks to the MDOC.
4. The Contractor must anticipate delays when visiting any facility due to issues within that facility.
5. All vehicles entering a MDOC correctional facility must be inspected before entry of the secure perimeter.
6. The MDOC reserves the right to deny access to any facility to any Contractor(s)/subcontractor(s) staff members 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, its members or staff.
7. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a license physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities. Smoking is prohibited.
8. The MDOC may require the Contractor's and subcontractor's personnel to wear MDOC issued identification badges.

4. Pricing

4.1. Price Term

Pricing is firm for the entire length of the Contract.

4.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The MDOC 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 MDOC deems relevant.

Following the presentation of supporting documentation, both parties will have 30 calendar 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 Purchase Order.

5.2 Order Verification

The Contractor must have internal controls, to verify abnormal orders and to ensure that only authorized individuals place orders.

6. Delivery

6.1. Delivery Programs

The Contractor must explain in detail its delivery programs (e.g., standard delivery and quick-ship), including any limitations such as quantity.

The Contractor must explain the transportation method (e.g., UPS, FedEx, Contractor fleet, or other third party carrier) it intends on utilizing in delivery of the Contract Activities.

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

MDOC will use the following criteria to determine acceptance of the Contract Activities. Signing for the delivery does not constitute acceptance. Acceptance will be once MDOC has verified: the requested quantities are delivered in the requested time frame, product is verified to conform to the specifications of the contract, and the quantities are verified with the purchase order and shipper.

7.2. Final Acceptance

The successful implementation of hardware components is achieved when all hardware is installed, activated, and is being used successfully.

The successful implementation of software components is achieved when the MDOC Program Manager confirms that all required software is installed, tested, and functioning.

If MDOC does not accept the deliverables, Contractor must refund to MDOC all sums previously paid the Contractor under this Statement of Work within ten (10) business days of MDOC's written notice of termination, and MDOC will be relieved of all obligations thereunder.

8. Invoice and Payment

8.1. Invoice Requirements

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

8.2. Payment Methods

The MDOC will make payment for Contract Activities via EFT.

8.3. Payment Schedule

Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed.

MDOC prefers payment terms of 45 days after completion of all deliverable. MDOC requires at least 25% of total cost be withheld until final acceptance.

Percentage due at time of order:	0%
Percentage due at time of equipment delivery	0%
Additional items;	0%
Percentage due after final acceptance.	100%

9. Reserved.

10. Licensing Agreement

The Contractor must provide a copy of any applicable licensing agreement to the MDOC Program Manager via email.

11. Reserved.

12. Additional Requirements

12.1. Environmental and Energy Efficient Products

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

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.

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.

12.5. Prison Rape Elimination Act (PREA) of 2003: Public Law 108-79, Sept. 4, 2003.

The Contractor must comply with the Federal Prison Rape Elimination Act, 28 CFR Part 115. Overfamiliarity, establishing a friendship, mutual attraction or intimate relationship with a prisoner, is strictly prohibited. The Contractor must immediately refer any allegations of sexual abuse or sexual harassment made by a prisoner to the MDOC staff. The Contractor shall ensure compliance with the National Standards to Prevent, Detect and Respond to Prison Rape, effective August 20, 2012 at <http://www.opo.gov/fdsys/pkg/FR-2012-06-20/pdf/2012-12427.pdf>. See attached PREA standards. Overfamiliarity with prisoners is strictly prohibited. If the Contractor does not abide by these standards, it is considered a breach of Contract.

Any and all contractors or subcontractors who may have contact with offenders in accordance with PREA §115.32 must complete PREA training *Program A: Correctional Facilities Administration (CFA) Security Regulations* (August 2014 edition), prior to entrance in any MDOC facility. Upon completion, the contractor shall submit a signed memorandum to the Contract Administrator documenting who completed the training and on what date.

Anyone, including contractors or subcontractors, who observes sexual abuse/sexual harassment or receives an allegation of sexual abuse /sexual harassment, must report it to an MDOC supervisor immediately, the same day as the allegation or observation was made.

As deemed necessary, the MDOC Contract Monitor or Program Manager will provide the Contractor with current copies of all PREA documents via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor must comply with all documentation provided.

12.6. Vendor Handbook

The Contractor will require all its employees working inside an MDOC correctional facility to read and sign the MDOC Vendor Handbook. The purpose of the MDOC Vendor Handbook is to provide the Contractor with general information regarding basic requirements of working within the MDOC, provide notice of work rules and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgement to the MDOC Program Manager, at the completion of the employee's orientation.

As deemed necessary, the MDOC Contract Monitor or Program Manager will provide the Contractor with current copies of all Vendor Handbook documents via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor must comply with all documentation provided.

STATE OF MICHIGAN

SCHEDULE B PRICING MATRIX

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the chart below. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

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

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

ITEM #	DESCRIPTION	UNIT COST
1.	CDL simulator and related equipment and hardware. Installation, setup, testing of equipment, Training costs, Shipping costs of equipment, Software, and Curriculum are included in price.	\$111,500
2.	Software upgrades, bug fixes, and support	Included (1 year warranty)
3.	Maintenance agreement for term of Contract (includes repairs and Preventative Maintenance).	First year included. Each additional year is \$8,000 per year.
4.	SkillTrak™ (with printer)	\$ 5,000.00
5.	Scenario Developer	\$ 9,500.00
6.	Modular Driving Position (other models)	\$29,500.00
7.	Bus Training Scenario Package	\$ 3,995.00
8.	Fire/EMS Training Scenario Package	\$ 3,995.00
9.	Law Enforcement Scenario Package	\$ 5,995.00
10.	3 DOF Motion System	\$25,000.00
11.	PES™ (Performance Evaluation System)	\$ 6,985.00