July 21, 2015

Mr. Daniel S. Korobkin
ACLU of Michigan
2966 Woodward Avenue
Detroit, Michigan 48201

Subject: CR-109954-15

Dear Mr. Korobkin:

This notice is issued in response to your May 12, 2015, letter, received by the Michigan State Police (MSP) on May 19, 2015, asking for information under the Freedom of Information Act (FOIA), MCL 15.231 et seq. Pursuant to previous correspondence and communication, you modified your original request.

As was explained in the voice mail message left by Ms. Hinkley, there was some confusion on the status of your request when Ms. Hinkley left on medical leave. Because of the inconvenience that may have caused you, we processed your request without waiting for your deposit.

Your modified request was limited to items 1 through 7 of your original request. Please see the below notes for each item requested.

1. Records related to the acquisition of cell site simulators have been provided. Information related to specific equipment purchased has been exempted under Sections 13(1)(v) and 13(1)(y) of the Act. Disclosure of this information could compromise the ability of the MSP to investigate criminal behavior. The names of undercover officers have also been removed consistent with Section 13(1)(s)(ii) and 13(1)(s)(vii).

2. Your request is denied. To the best of the Department’s knowledge, information and belief, under the information provided by your or by any other description reasonably known to the Department, no records exist within the Department responsive to this request.

3. Your request is denied. Section 13(1)(d) exempts records or information specifically described and exempted from disclosure by statute. The Arms Control Export Act and International Traffic in Arms Regulation (ITAR) act regulates the technology you identified in your request. (See 22 C.F.R. Parts 120-130).

4. Your request is denied. To the best of the Department’s knowledge, information and belief, under the information provided by your or by any other description reasonably known to the Department, no records exist within the Department responsive to this request.

5. Your request is granted in part and denied in part. A draft policy is being exempted under Section 13(1)(m). The draft policy constitutes communication within the public body of an advisory nature preliminary to a final agency decision. A copy of MSP Official Order 1, Article 3 is being provided.
6. Your request is denied. To the best of the Department's knowledge, information and belief, under the information provided by your or by any other description reasonably known to the Department, no records exist within the Department responsive to this request.

7. Granted in part and denied in part. A memo summarizing the number of investigations is being provided, however, it does not contain prosecution information. To the best of the Department's knowledge, information and belief, there is no document that contains the specific information you requested.

The FOIA processing fee for this request was $159.90 to search for, retrieve, review, examine, and separate exempt material. Please submit a check or money order made payable to the STATE OF MICHIGAN and mail to P.O. Box 30266, Lansing, MI 48909. To ensure proper credit, please enclose a copy of this letter with your payment.

Under Section 10 of the FOIA, the MSP is obligated to inform you of your right to appeal this denial to the head of MSP or to seek judicial review. If you prevail, the court must award reasonable attorney fees, costs and disbursements. If the court finds the denial to be arbitrary and capricious, the court must, in addition to any actual or compensatory damages, award punitive damages of $500.00.

Sincerely,

Jessina Beckner
Assistant FOIA Coordinator

Enclosures
STATE OF MICHIGAN

REQUESTING DEPARTMENT OR AGENCY: DEPARTMENTAL SERVICES DIVISION
DEPARTMENT OF STATE POLICE
DEPARTMENTAL SERVICES DIVISION
FINANCIAL SERVICES SECTION
333 GRAND AVENUE
LANSING MI 48909

CONTACT: SECTION MANAGER
517 241-1001 EXT: 11/25/13

DELIVERY REQUIRED: CASH DISCOUNT: NET 30 DAYS
AGENCY REF #: 55125000
REQ NO.: 551N3200558
ORDER DATE: 07/24/13

HARRIS CORPORATION
P.O. BOX 9800
MELBOURNE FL 94065

VENDOR PHONE: (321) 309-7319

BILL TO:
MICHIGAN DEPARTMENT OF STATE POLICE
S.I.D. - REGION 1 (LANSING)
TECHNICAL SERVICES UNIT (TSU)
4000 COLLINS ROAD
LANSING MI 48910

SHIP TO:
MICHIGAN DEPARTMENT OF STATE POLICE
FIELD SERVICES BUREAU
ADMINISTRATIVE SECTION
PO BOX 30634
LANSING MI 48913

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## STATE OF MICHIGAN

### PURCHASE ORDER INSTRUCTIONS AND CONDITIONS


2. **SUBMIT TWO COPIES OF YOUR INVOICE TO THE "BILL TO" ADDRESS AS SHOWN.** INVOICE MUST HAVE EITHER COMPANY NAME IMPRINTED OR A SIGNATURE. INVOICE MUST BE IN SUFFICIENT DETAIL FOR COMPARISON WITH THIS ORDER.

3. **SUBMIT SEPARATE INVOICE FOR EACH SHIPMENT AND/OR ORDER PROMPTLY UPON SHIPMENT.**

4. **THE PURCHASE ORDER NUMBER MUST BE PLAINLY NOTED ON EACH INVOICE, ON ALL PACKAGES AND SHIPPING TAGS, AND ON ALL CORRESPONDENCE.**

### ITEM | COMMODITY ID | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

17 | 680-87 | 4.00 | EA | 4,000.0000 | 16,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES
TRAINING

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ADDITIONAL REQUIREMENTS:

VICTORIA OLIVAREZ
BUYER MANAGER
517-241-1064
STATE OF MICHIGAN

FORM DMB-287

PURCHASE ORDER

PURCHASE ORDER

NUMBER: 551N3200558

---

Pertaining to this order.

5. Packing list must be included with each shipment.

6. Questions regarding payment of this order should be directed to the purchase order "bill to" address.

7. All correspondence other than that regarding payment of invoice relating to this order is to be directed to the buyer.

8. This order is a confirmation of your recent quotation.

9. Cancellation of contract: (A) The state may cancel the contract for default of the contractor. Default is defined as the failure of the contractor to fulfill the obligations of the quotation or contract. In case of default by the contractor, the state may immediately and/or upon 30 days prior written notice to the contractor cancel the contract without further liability to the state, its departments, divisions, agencies, sections, commissions, officers, agents and employees, and procure the products and/or services from other sources, and hold the contractor responsible for any excess costs occasioned thereby; (B) The state may cancel the contract in the event the state no longer needs the services or products specified in the contract, or in the event program changes, changes in laws, rules or regulations, or relocation of facilities occur, or if prices for additional services requested by the state are not acceptable to the state. The state may cancel the contract without further liability to the state, its departments, divisions, agencies, sections, commissions, officers, agents and employees by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation; (C) The state may cancel the contract for lack of funding. The contractor acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to appropriation of funds for this project. If funds to enable the state to effect continued payment under this contract are not appropriated or otherwise available, the state shall have the right to terminate this contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the contractor. The state shall give the contractor written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation; (D) The state may immediately cancel the contract without further liability to the state, its departments, divisions, agencies, sections, commissions, officers, agents and employees if the contractor, an officer of the contractor, or an owner of 25% or greater share of the contractor, is convicted of a criminal offense incident to the application for or performance of a state, public or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach to ethical conduct standards for state of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the state, reflects on the contractor’s business integrity; (E) The state may immediately cancel the contract in whole or in part by giving notice of termination to
THE CONTRACTOR IF ANY FINAL ADMINISTRATIVE OR JUDICIAL DECISION OR ADJUDICATION DISAPPROVES A PREVIOUSLY APPROVED REQUEST FOR PURCHASE OF PERSONAL SERVICES PURSUANT TO CONSTITUTION 1963, ARTICLE 11, SECTION 5, AND CIVIL SERVICE RULE 46; (F) THE STATE MAY, WITH 30 DAYS WRITTEN NOTICE TO THE CONTRACTOR, CANCEL THE CONTRACT IN THE EVENT PRICES PROPOSED FOR CONTRACT MODIFICATION/EXTENSION ARE UNACCEPTABLE TO THE STATE.

10. ALL GOODS ARE SUBJECT TO INSPECTION AND TESTING. IN THE EVENT GOODS ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP, OR OTHERWISE FAIL TO MEET THE REQUIREMENTS OF THE PURCHASE ORDER, THE STATE SHALL HAVE THE RIGHT TO REJECT THE GOODS OR RETAIN THE GOODS AND CORRECT THE DEFECTS. THE CONTRACTOR SHALL PAY THE STATE FOR EXPENSES INCURRED IN CORRECTING DEFECTS. REJECTED GOODS WILL BE HELD FOR 45 DAYS AFTER DELIVERY. THE CONTRACTOR MUST ARRANGE FOR THE RETURN OF SAID GOODS, INCLUDING PAYING FOR HANDLING, PACKING, AND TRANSPORTATION COSTS. THE STATE HAS THE AUTHORITY TO DISPOSE OF THE GOODS WITHOUT FURTHER LIABILITY TO THE STATE IN THE EVENT THE CONTRACTOR FAILS TO MAKE SUCH ARRANGEMENTS WITHIN THE SPECIFIED TIME PERIOD.

11. IN THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM, THE VENDOR AGREES NOT TO DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT, WITH RESPECT TO THEIR HIRE, TENURE, TERMS, CONDITIONS OR PRIVILEGES OF EMPLOYMENT, OR ANY MATTER DIRECTLY OR INDIRECTLY RELATED TO EMPLOYMENT, BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, HEIGHT, WEIGHT, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP OR DISABILITY. THE VENDOR FURTHER AGREES THAT EVERY SUBCONTRACT ENTERED INTO FOR THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM WILL CONTAIN A PROVISION REQUIRING NON-Discrimination in Employment, as herein specified, binding upon each subcontractor. THIS COVENANT IS REQUIRED PURSUANT TO THE ELLIOTT LARSEN CIVIL RIGHTS ACT, 1976 PUBLIC ACT 453, AS AMENDED, MCL 37.1101, ET SEQ, AND ANY BREACH THEREOF MAY BE REGARDED AS A MATERIAL BREACH OF THE CONTRACT OR PURCHASE ORDER.

12. ALL CONTRACTS OR PURCHASE ORDERS ISSUED SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN. ANY DISPUTE ARISING HEREIN SHALL BE RESOLVED IN THE STATE OF MICHIGAN.

13. FOR AND IN CONSIDERATION OF THE OPPORTUNITY TO DO BUSINESS WITH THE STATE OF MICHIGAN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE VENDOR HEREBY ASSIGNS, SELLS AND TRANSFERS TO THE STATE OF MICHIGAN ALL RIGHTS, TITLE AND INTEREST IN AND TO ALL CAUSES OF ACTION IT MAY HAVE UNDER THE ANTITRUST LAWS OF THE UNITED STATES OR THIS STATE FOR PRICE FIXING, WHICH CAUSES OF ACTION HAVE ACCRUED PRIOR TO THE DATE OF PAYMENT AND WHICH RELATE SOLELY TO THE PARTICULAR GOODS, COMMODITIES, OR SERVICES PURCHASED OR PROCURED BY THIS STATE PURSUANT TO THIS TRANSACTION.

14. PURSUANT TO ACT 278 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1980, THE STATE SHALL NOT AWARD A CONTRACT OR A SUBCONTRACT TO AN EMPLOYER WHO HAS BEEN SITED BY THE NATIONAL LABOR RELATIONS BOARD FAILING TO CORRECT AN UNFAIR LABOR PRACTICE COMPILED PURSUANT TO SECTION 2 OF THE ACT. A CONTRACTOR OF THE STATE, IN RELATION TO THAT CONTRACT SHALL NOT ENTER INTO A CONTRACT WITH A SUBCONTRACTOR
15. **Public Act 533 of 2004** requires that payments under this contract be processed by Electronic Funds Transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract & Payment Express Website (www.CPExpress.state.mi.us).

16. **Public Act 279 of 1984** states that the State shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

17. Pursuant to MCL 18.1470, the Department of Technology, Management and Budget (DTMB) or its designee may audit the vendor to verify compliance with the purchase order. The financial and accounting records associated with the purchase order shall be made available to DTMB or its designee and the Auditor General, upon request, during the term of the purchase order and any extension of the purchase order and for 3 years after the later of the expiration date or final payment under the purchase order.

**Priced per written price quote # QTE6779-03883 and # QTE6779-03890 from Leslie Ann Seiler, Harris Corporation.**

**Invoice will be paid within 30 days of receipt of invoice.**

**Partial deliveries of product is acceptable. Partial payment will be made for items that are received and payment will be made for partial shipments.**

--- END OF DOCUMENT ---
Vickie,

Thank you very much for your consideration of our requests. Although it would be prudent to reference both quotes – quote 03883 is only for $258k whereas the order is for $593k – I will file your response as reason why only one is referenced. Do you plan to send a revised order showing the agreed-to delivery date and payment terms?

Thanks,
Brian Curry

---

From: Olivarez, Victoria (MSP) [mailto:OlivarezVl@michigan.gov]
Sent: Thursday, July 25, 2013 11:56 AM
To: Curry, Brian
Cc: Vinson, Lin; Moggio, Louise; Zelazny, Crystal;
Subject: RE: Purchase Order 551N3200558

Please see the response listed below in red.

Vickie

---

From: Curry, Brian [mailto:bcurry@harris.com]
Sent: Thursday, July 25, 2013 10:00 AM
To: Olivarez, Victoria (MSP)
Cc: Vinson, Lin; Moggio, Louise; Zelazny, Crystal
Subject: RE: Purchase Order 551N3200558

Vickie,

Thank you for the purchase order.

Upon review, we have a few requests:

- Would you please revise the delivery date to the terms in the quote – delivery 90 days after release of product or SW, receipt of PO, receipt of unit for upgrade. To translate, delivery should be due by November 25, 2013. That is acceptable.
- In response to Note 16, due to the large investment we have to carry, could you please pay within 30 days of receipt of invoice? That is acceptable.
- Please incorporate quote number QTE6779-03890 in addition to quote number QTE6779-03883 in the last note. The quote I used to issue the PO was QTE6779-03883.
- Please confirm the State can accept partial deliveries and corresponding invoices. Partial deliveries and partial payment is acceptable.

Let me know if you have any questions or require additional information.

v/r,
From: Olivarez, Victoria (MSP) [mailto:OlivarezV1@michigan.gov]
Sent: Thursday, July 25, 2013 7:10 AM
To: Seiler, Leslie Ann
Cc: 
Subject: Purchase Order 551N3200558

Attached is the purchase order for equipment for S/Sgt. Tinkle, Michigan State Police.

Please contact me if you have any questions.

Thank you,

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
333 S. Grand Ave.
P.O. Box 30634
Lansing, MI 48909-0634
E-mail: OlivarezV1@michigan.gov
TX: (517) 241-1064
Fax: (517) 241-1080
STATE OF MICHIGAN

REQUESTING DEPARTMENT OR AGENCY:
- DEPARTMENTAL SERVICES DIVISION
- DEPARTMENT OF STATE POLICE
- DEPARTMENTAL SERVICES DIVISION
- FINANCIAL SERVICES SECTION
- 333 GRAND AVENUE
- LANSING

CONTACT: SECTION MANAGER
- 517 241-1001 EXT:
- DELIVERY REQUIRED
- AGENCY REF #
- REQ NO.
- ORDER DATE
- 08/30/13
- 55125000
- 551N3200558
- 07/24/13

HARRIS CORPORATION
- P.O. BOX 9800
- MELBOURNE
- FL 94065

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- LANSING MI 48910

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- TECHNICAL SERVICES UNIT
- PO BOX 30634
- LANSING MI 48913

VENDOR PHONE: (321)309-7319

CASH DISCOUNT: NET 30 DAYS
DELIVERY REQUIRED:
FREIGHT CARRIER:
F.O.B.: DELIVERED

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GRAND TOTAL 593,450.00

ADDITIONAL REQUIREMENTS:

VICTORIA OLIVAREZ
BUYER MANAGER
517-241-1064

PURCHASE ORDER INSTRUCTIONS AND CONDITIONS


2. SUBMIT TWO COPIES OF YOUR INVOICE TO THE "BILL TO" ADDRESS AS SHOWN. INVOICE MUST HAVE EITHER COMPANY NAME IMPRINTED OR A SIGNATURE. INVOICE MUST BE IN SUFFICIENT DETAIL FOR COMPARISON WITH THIS ORDER.

3. SUBMIT SEPARATE INVOICE FOR EACH SHIPMENT AND/OR ORDER PROMPTLY UPON SHIPMENT.

4. THE PURCHASE ORDER NUMBER MUST BE PLAINLY NOTED ON EACH INVOICE, ON ALL PACKAGES AND SHIPPING TAGS, AND ON ALL CORRESPONDENCE.
5. PACKING LIST MUST BE INCLUDED WITH EACH SHIPMENT.

6. QUESTIONS REGARDING PAYMENT OF THIS ORDER SHOULD BE DIRECTED TO THE PURCHASE ORDER "BILL TO" ADDRESS.

7. ALL CORRESPONDENCE OTHER THAN THAT REGARDING PAYMENT OF INVOICE RELATING TO THIS ORDER IS TO BE DIRECTED TO THE BUYER.

8. THIS ORDER IS A CONFIRMATION OF YOUR RECENT QUOTATION.

9. CANCELLATION OF CONTRACT (A) THE STATE MAY CANCEL THE CONTRACT FOR DEFAULT OF THE CONTRACTOR. DEFAULT IS DEFINED AS THE FAILURE OF THE CONTRACTOR TO FULFILL THE OBLIGATIONS OF THE QUOTATION OR CONTRACT. IN CASE OF DEFAULT BY THE CONTRACTOR, THE STATE MAY IMMEDIATELY AND/OR UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE CONTRACTOR CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES, AND PROCE THE PRODUCTS AND/OR SERVICES FROM OTHER SOURCES, AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COSTS OCCASIONED THEREBY; (B) THE STATE MAY CANCEL THE CONTRACT IN THE EVENT THE STATE NO LONGER NEEDS THE SERVICES OR PRODUCTS SPECIFIED IN THE CONTRACT, OR IN THE EVENT PROGRAM CHANGES, CHANGES IN LAWS, RULES OR REGULATIONS, OR RELOCATION OF OFFICES OCCUR, OR IF PRICES FOR ADDITIONAL SERVICES REQUESTED BY THE STATE ARE NOT ACCEPTABLE TO THE STATE. THE STATE MAY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH CANCELLATION 30 DAYS PRIOR TO THE DATE OF CANCELLATION; (C) THE STATE MAY CANCEL THE CONTRACT FOR LACK OF FUNDING. THE CONTRACTOR ACKNOWLEDGES THAT, IF THIS CONTRACT EXTENDS FOR SEVERAL FISCAL YEARS, CONTINUATION OF THIS CONTRACT IS SUBJECT TO APPROPRIATION OF FUNDS FOR THIS PROJECT. IF FUNDS TO ENABLE THE STATE TO EFFECT CONTINUED PAYMENT UNDER THIS CONTRACT ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE, THE STATE SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT WITHOUT PENALTY AT THE END OF THE LAST PERIOD FOR WHICH FUNDS HAVE BEEN APPROPRIATED OR OTHERWISE MADE AVAILABLE BY GIVING WRITTEN NOTICE OF TERMINATION TO THE CONTRACTOR. THE STATE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE OF SUCH NON-APPROPRIATION WITHIN 30 DAYS AFTER IT RECEIVES NOTICE OF SUCH NON-APPROPRIATION; (D) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES IF THE CONTRACTOR, AN OFFICER OF THE CONTRACTOR, OR AN OWNER OF 25% OR GREATER SHARE OF THE CONTRACTOR, IS CONVICTED OF A CRIMINAL OFFENSE INCIDENT TO THE APPLICATION FOR OR PERFORMANCE OF A STATE, PUBLIC OR PRIVATE CONTRACT OR SUBCONTRACT; OR CONVICTED OF A CRIMINAL OFFENSE INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING: EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, ATTEMPTING TO INFLUENCE A PUBLIC EMPLOYEE TO BREACH TO ETHICAL CONDUCT STANDARDS FOR STATE OF MICHIGAN EMPLOYEES; CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES; OR CONVICTED OF ANY OTHER CRIMINAL OFFENSE WHICH IN THE SOLE DISCRETION OF THE STATE, REFLECTS ON THE CONTRACTOR'S BUSINESS INTEGRITY; (E) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT IN WHOLE OR IN PART BY GIVING NOTICE OF TERMINATION TO
10. All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the purchase order, the state shall have the right to reject the goods or retain the goods and correct the defects. The contractor shall pay the state for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The state has the authority to dispose of the goods without further liability to the state in the event the contractor fails to make such arrangements within the specified time period.

11. In the performance of any contract or purchase order resulting herefrom, the vendor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The vendor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the contract or purchase order.

12. All contracts or purchase orders issued shall be governed by, and construed in accordance with the laws of the state of Michigan. Any dispute arising herefrom shall be resolved in the state of Michigan.

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

14. Pursuant to Act 278 of the Public Acts of the State of Michigan of 1980, the state shall not award a contract or a subcontract to an employer who has been sited by the National Labor Relations Board failing to correct an unfair labor practice compiled pursuant to section 2 of the act. A contractor of the state, in relation to that contract shall not enter into a contract with a subcontractor
MANUFACTURER, OR SUPPLIER WHO IS SIMILARLY SITED. THE STATE MAY VOID A CONTRACT IF, SUBSEQUENT TO AWARD OF THE CONTRACT THE CONTRACTOR AS AN EMPLOYER, OR SUBCONTRACTOR, MANUFACTURER, OR SUPPLIER OF THE CONTRACTOR IS IDENTIFIED BY DELEG BUREAU OF EMPLOYMENT RELATIONS/MERC AS FAILING TO COMPLY WITH THIS ACT.

15. PUBLIC ACT 533 OF 2004 REQUIRES THAT PAYMENTS UNDER THIS CONTRACT BE PROCESSED BY ELECTRONIC FUNDS TRANSFER (EFT). CONTRACTOR IS REQUIRED TO REGISTER TO RECEIVE PAYMENTS BY EFT AT THE CONTRACT & PAYMENT EXPRESS WEBSITE (WWW.CPEXPRESS.STATE.MI.US).

16. PUBLIC ACT 279 OF 1984 STATES THAT THE STATE SHALL TAKE ALL STEPS NECESSARY TO ASSURE THAT PAYMENT FOR GOODS OR SERVICES, IS MAILED WITHIN 45 DAYS AFTER RECEIPT OF THE GOODS OR SERVICES, A COMPLETE INVOICE FOR GOODS OR SERVICES, OR A COMPLETE CONTRACT FOR GOODS OR SERVICES, WHICHEVER IS LATER.

17. PURSUANT TO MCL 18.1470, THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET (DTMB) OR ITS DESIGNEE MAY AUDIT THE VENDOR TO VERIFY COMPLIANCE WITH THE PURCHASE ORDER. THE FINANCIAL AND ACCOUNTING RECORDS ASSOCIATED WITH THE PURCHASE ORDER SHALL BE MADE AVAILABLE TO DTMB OR ITS DESIGNEE AND THE AUDITOR GENERAL, UPON REQUEST, DURING THE TERM OF THE PURCHASE ORDER AND ANY EXTENSION OF THE PURCHASE ORDER AND FOR 3 YEARS AFTER THE LATER OF THE EXPIRATION DATE OR FINAL PAYMENT UNDER THE PURCHASE ORDER.

PRICED PER WRITTEN PRICE QUOTE # QTE6779-03883 FROM LESLIE ANN SEILER, HARRIS CORPORATION.

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PENALTY: FAILURE TO DELIVER MAY RESULT IN CANCELLATION OF ORDER OR CONTRACT

--- END OF DOCUMENT ---
**PURCHASE REQUISITION-EZ**

**MICHIGAN STATE POLICE**

**PURCHASING**

**PHONE:** (517) 336-6329  
**FAX:** (517) 333-2737

---

**Date Requested:** 6/1/2013  
**Date Needed:** 6/1/2013

**Originating Unit:** 1st Dist HQ, SIS, TSU

**Contact Name:**  
**Contact Phone:**

---

**Funding Source:**  
**State GF:**

**Restricted%:** 100%  
**Federal%:**

**TO BE COMPLETED BY FISCAL MANAGER**

**Is this a grant funded purchase?**

- [ ] Yes  
- [ ] No

**Grant Name:**

**Date must be encumbered:**

**Expiration Date:**

**Date must be paid:**

---

**Address Code:**

**Address Code:**

**From:**

**To:**

**Contract Number:**

---

**Line Number**  
**Commodity Code**  
**Unit of Issue**  
**Commodity Description**  
**(Include suggested make, model & part numbers)**  
**Unit Price**  
**Amount**

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**Previous Purchase Order Number:** 551  
**CS-138 Number (For Services):**

**TOTAL:** $334,850.00

---

**Purpose/Business Case of New Contract or Purchase Order and Expected Outcomes:**

This purchase is necessary to continue with traditional TSU law enforcement missions. The cellular market is evolving and this purchase will allow the MSP to keep pace with current technology trends.

**Risk Assessment (consequences if not procured, potential issues if procured, etc.):**

Currently,

Pursuant to Executive Directives 2007-17, 2007-18 and 2007-21, check one or more of the following reasons for the purchase:

- [ ] Legal mandate (enter citation )
- [ ] To protect health, safety or welfare of Michigan citizens or visitors
- [ ] To produce budgetary savings or to protect existing state revenue or secure additional state revenue
- [ ] To provide for the basic requirements of residents of state institutions or facilities, including but not limited to food, clothing, and prescription drugs

The MSP Director or his designee certifies that this procurement initiative is critical to the mission priorities of this department.

---

**Post/Unit Approval**  
**Date:** 5/9/13

**Purchasing Liaison Review**  
**Date:**

**District/Division Approval**  
**Date:**

**Fiscal Manager Approval**  
**Date:** 5/9/13

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**PHOTOCOPY - To Be Retained By Originator**
**PURCHASE REQUISITION-EZ**

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TOTAL $258,600.00

**Purpose/Business Case of New Contract or Purchase Order and Expected Outcomes:**

1. This purchase is necessary to continue with traditional TSU law enforcement missions. The cellular market is evolving and this purchase will allow the MSP to keep pace with current technology trends.

**Risk Assessment (consequences if not procured, potential issues if procured, etc.):**

Currently, 

Pursuant to Executive Directives 2007-17, 2007-18 and 2007-21, check one or more of the following reasons for the purchase:

a. [ ] Legal mandate (enter citation here), federal mandate or court order  
b. [ ] To protect health, safety or welfare of Michigan citizens or visitors  
c. [ ] To produce budgetary savings or to protect existing state revenue or secure additional state revenue  
d. [ ] To provide for the basic requirements of residents of state institutions or facilities, including but not limited to food, clothing, and prescription drugs

The MSP Director or his designee certifies that this procurement initiative is critical to the mission priorities of this department.

**Purchasing**

**Date:** 5-9-13

**Post/Unit Approval**

**Date:** 5-9-13

**District/Division Approval**

**Date:** 5-9-13

**Bureau Approval**

**Date:** 5-9-13

**Other Required Approval**

**Date:**

**ORIGINAL - Purchasing**

**PHOTOCOPY - To Be Retained By Originator**
Please let us know if we can be of further assistance.

Regards,

Leslie Ann Seiler
☎ 800-358-5297 (24/7 Assistance)
wpg@harris.com
HARRIS PROPRIETARY

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130 AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

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NOTE
Delivery 90 days after release of product or SW, receipt of PO, receipt of unit for upgrade. Prices subject to change. Quotes valid 180 days from issue. Attached Ts&Cs applicable to all orders.
**Quotation**

**Bill To:**
Michigan State Police  
Special Op, Div/Intel Sup Sec  
4000 Collins Rd.  
Lansing, MI 48909  
USA

**Ship To:**
Michigan State Police  
Special Op, Div/Intel Sup Sec  
4000 Collins Rd.  
Lansing, MI 48909  
USA

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<th>Discount</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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<td>WPG3</td>
<td>BEST WAY</td>
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**NOTE**

- Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise). 4 students maximum. Please allow 120 days for scheduling training after receipt of PO.
- Delivery 90 days after release of product or software, receipt of PO, receipt of unit for upgrade. Prices subject to change. Quotes valid 180 days from issue. Attached Ts&Cs applicable to

**Remit Payment To:**

<table>
<thead>
<tr>
<th>Electronic Funds Transfer (EFT)</th>
<th>GCSD Mail Deposits</th>
<th>GCSD Overnight Deliveries</th>
</tr>
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<tr>
<td>Harris Corporation, GCSD</td>
<td>Harris GCSD</td>
<td>Harris GCSD - LB 6759</td>
</tr>
<tr>
<td>Citibank Delaware, Philadelphia</td>
<td>P.O. Box 7247 - LB 6759</td>
<td>C/O Citibank Delaware Lockbox Operations</td>
</tr>
<tr>
<td>Account No: 30523187</td>
<td>Philadelphia, PA 19170-6759</td>
<td>1515 Bratt Road</td>
</tr>
<tr>
<td>ABA Rtg No: 0210000089</td>
<td></td>
<td>New Castle, DE 13720</td>
</tr>
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Please reference the invoice number with your payment. Harris Tax ID# 34-0276860

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<td>Tax</td>
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**NOTE**: Delivery 90 days after release of product or SW, receipt of PO, receipt of unit for upgrade. Prices subject to change. Quotes valid 180 days from issue. Attached Ts&Cs applicable to all orders.

After PO is issued, please call 1-800-358-5297 or
HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

**Bill To:**
Michigan State Police
Special Op. Div/Intel Sup Sec
4000 Collins Rd.
Lansing, MI 48909
USA

**Ship To:**
Michigan State Police
Special Op. Div/Intel Sup Sec
4000 Collins Rd.
Lansing, MI 48909
USA

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130 AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT A VALID EXPORT AUTHORIZATION, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

**Purchase Order No.**
IMICH-STATE-POL

**Customer ID:**
WPG3

**Salesperson ID:**
BEST WAY

**Shipping Method:**
Net 30

**Payment Terms:**
0/0/0000

**Req Ship Date:**
4,648

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<tr>
<th>Quantity</th>
<th>Item Number</th>
<th>Description</th>
<th>UOM</th>
<th>Discount</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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<tbody>
<tr>
<td>1-321-309-7535</td>
<td>to schedule training. Please have your P.O # ready when you call for scheduling.</td>
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<td></td>
<td>$0.00</td>
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**NOTE**
Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise). 4 students maximum. Please allow 120 days for scheduling training after receipt of PO.

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<tr>
<td>Account No: 05023187</td>
<td>New Castle, DE 19720</td>
<td>Phone number: 302-323-3600</td>
</tr>
<tr>
<td>ASB Rtg No: 0210000089</td>
<td>Phone number.</td>
<td>Phone number.</td>
</tr>
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</table>

Please reference the invoice number with your payment. Harris Tax ID# 34-0276860

**Subtotal**
$258,600.00

**Misc**
$0.00

**Tax**
$0.00

**Freight**
$0.00

**Trade Discount**
$0.00

**Purchase Price**
$258,600.00
1. Definitions: In addition to the terms defined elsewhere, the following terms used herein have the following meanings:
   a. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
   b. "Customer" means the purchaser of Equipment, Software, or Services from Harris.
   c. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
   d. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
   e. "Equipment" means any hardware, including components, but excluding any Software or Services.
   f. "Harris" means Harris Corporation, acting through its Government Communications Systems.
   g. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.
   h. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form.
   i. "Purchase Price" means the purchase price as identified in the Purchase Order.
   j. "Quote" means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
   k. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
   l. "Software" means software and firmware, including all copies provided to Customer.
   m. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances, permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority

2. Restricted Use. All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 15. Use of Equipment and/or software is strictly governed by applicable federal, state and local law associated with electronic surveillance. The Customers obligations to protect Equipment, Software and Services Information includes, but not limited to, the names of specific products, pricing, technical and performance data. The Customer shall not disclose, distribute, or disseminate any information regarding Customers purchase or use of Harris Equipment to the public in any manner including but not limited to: in press releases, in court documents and/or proceedings, Internet, or during other public forums or proceedings.

The Customer warrants that it has legal authority to lawfully employ the Equipment and will do so only in such a manner and for such purposes. The Customer also warrants that it has obtained the requisite coordination for the acquisition and use of the Equipment with the appropriate U.S. Government agencies. Harris assumes no liability for any misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Customer shall not transfer, sell or assign the Equipment and/or Software without the prior written consent of Harris. The Customer shall not in any civil or criminal proceeding, use or provide any information concerning Harris Equipment and/or Software beyond the evidentiary results obtained through the use of Equipment and/or Software without the prior written consent of Harris. The Customer shall notify Harris if it receives a request pursuant to the Freedom of Information Act (5 U.S.C. section 552) or an equivalent state or local law, the civil or criminal discovery process, or other judicial, legislative, or administrative process to disclose information regarding Harris Equipment and/or Software.

In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

3. Proposal/Quote Validity. Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.

4. Acceptance – Modification of Terms. The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communications from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.

5. Taxes. All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.

6. Shipping and Delivery. Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.

7. Title and Risk of Loss. Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.

Harris WPG May 2013
8. Payment Terms.
   a. Payment for an invoice is due within 30 days from the date of
      the Invoice. Late payment will accrue interest to the
      outstanding balance at the lower of (i) 1.5% per month, or (ii)
      the highest rate allowed by law.
   b. Domestic Purchase Orders (not including Maintenance
      Agreements) are for shipments of Equipment, Software
      and/or Services to be delivered or Services to be performed
      within the continental United States and Canada. Harris will
      submit an invoice within 30 days of the Date of Acceptance
      of an individual delivery of Equipment, Software or
      performance of Services as identified in the Purchase
      Orders.

9. Annual Maintenance Agreement. Upon expiration of the
   warranty period, Customer may execute a separate maintenance
   agreement with Harris for Equipment and/or Software. Such
   maintenance agreements are available for a percentage of the
   original Purchase Prices of the Equipment and/or Software.
   Annual maintenance agreements include:
   a. Customer telephone support during normal business hours,
      excluding holidays (Monday through Friday, Eastern Time).
   b. Additional 12-month warranty on Equipment, with respect to
      the Equipment Maintenance Agreement.
   c. For Software Maintenance Agreements Harris will provide
      notification of and free access to Software upgrades as
      defined in the maintenance agreement.

10. Equipment Return Policy.
    a. Equipment Damaged In Shipment. Upon receipt of
       shipments, Customer should open and inspect all boxes
       immediately for possible freight damage. If damage is found,
       Customer must notify the delivery carrier within 48 hours and
       request an inspection from the freight carrier. After notifying
       the delivery carrier of damage, Customer will promptly
       contact Harris for further instructions. Damaged Equipment
       may not be returned without Harris' prior authorization. For
       Equipment returned under this paragraph the Date of
       Acceptance shall be adjusted to reflect the date repaired or
       undamaged Equipment is received.
    b. Items Shipped In Error. If the Customer receives
       Equipment and/or Software in error, the Customer will
       promptly notify Harris and Harris will provide return
       instructions, pay shipping costs (provided Harris' instructions
       are followed) and provide a Return Material Authorization
       (RMA). Customer will retain the Equipment's original
       packing material for use in return shipment to Harris.
    c. Defective Equipment. Equipment is provided with either
       Harris' standard equipment warranty or the manufacturer's
       standard equipment warranty. Upon discovery of a defect or
       other warranty-related problem, Customer shall promptly
       contact Harris for warranty support. Customer agrees not to
       return the Equipment until a service representative has
       issued an RMA, including a form which Customer must fill
       out describing the nature of the Equipment defect.
    d. Other Reasons. If Customer desires to return Equipment
       for other reasons, Customer must contact Harris for a
       RMA number. Harris' customer service representative
       will require a clear statement of the reason for the return
       request. Upon approval of Customer's request, an RMA
       will be issued. Customer will not return any Equipment
       without an RMA. Equipment being returned may be
       subject to restocking and other charges. CUSTOM
       MANUFACTURED OR SPECIAL ORDER ITEMS ARE
       NOT RETURNABLE.
    e. Upon Receipt of a Return Authorization. RMA
       numbers must appear on each individual package being
       returned. Customer is responsible for ensuring the safe
       return of Equipment for the full invoice amount and all
       shipping costs. Harris may refuse shipments of Equipment
       returned without a valid RMA number. All Equipment being
       returned for credit must be returned in a timely manner and in good condition. If Equipment
       shows evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its
       sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.
    a. Harris warrants the Equipment and Software ordered
       hereunder as of the Date of Acceptance to be
       substantially free from defects in material and
       workmanship. Harris' liability under this Limited Warranty
       will commence on the Date of Acceptance of the
       individual item of Equipment and Software and will
       terminate after 12 months. Written notice of any defects
       will be given to Harris upon discovery and Harris will
       promptly correct such defects by repair or replacement,
       at its option, without charge. Harris uses new and
       reconditioned parts to complete repairs and
       replacements under the terms of this warranty. Defective
       articles will not be returned to Harris without the prior
       written authorization of Harris. Call 1-800-358-5297 to
       obtain a Return Material Authorization (RMA) number.
       Harris will determine, in its sole discretion, existence and
       cause of the claimed defect. Specifically excluded from
       the terms of this Limited Warranty are any defects which
       occur as a result of:
       i. Acts of God.
       ii. Physical impact, crash or foreign object damage.
       iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its
           Customer.
       iv. The Customer's (or its customer's) operation of the
           Equipment delivered under this Agreement
           with any accessory, equipment or part not
           specifically approved by the Harris unless the
           Customer furnishes clear and convincing evidence
           that such accessory, equipment, or part
           was not a cause of the defect.
       v. Normal wear and tear. (The Customer recognizes
           that certain parts have a limited service life and
           will wear out through normal use).
       vi. Equipment or Software subjected to misuse,
           detrimental exposure or negligence.
b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.

d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.

e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.

f. THIS WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREBUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.

12. Repairs. To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.

a. Repair Policy. To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.

b. Support Policy. Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. Software License.

a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.

b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.

c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.

d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.

e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.
f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

14. Availability Discontinued/Last Time Buy. Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer’s receipt of notice from Harris. Customer’s last time buy rights are limited to products available in Harris’ inventory at the time of Customer’s request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.


a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either:

i. Procure for Customer the right to continue using the Equipment;
ii. Replace it with a substantially equivalent non-infringing equipment;
iii. Modify it so it becomes non-infringing but substantially equivalent; or
iv. If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life

b. The foregoing indemnity does not apply to the following:

i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
iv. Any Equipment to be furnished under this Agreement which is to be delivered under the United States Government.

c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.


a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.

c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.

d. All Inventions are and shall at all times remain Harris's confidential or proprietary information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or
source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay.

a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature. Customer's fault or negligence or otherwise, in whole or in part, to any cause beyond Harris' reasonable control, (1) Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.

b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

18. Termination. Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.


a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law, defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.

c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.

20. Compliance with Waste Recycling Laws. Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law, defend and hold Harris harmless against all expenses, costs, claims, liabilities or damage of any nature incurred by any of the foregoing related to them by the collecting, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide Harris...
with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

21. Limitation of Liability. NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. Applicable Law, Venue, and Jurisdiction. The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. Jury Waiver. Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.

24. Assumption of Risk. Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.

25. Reliance on Counsel and Other Advisors. Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions.

a. Publicity. Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.

b. Disputes. The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.

c. Assignment. Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.

d. Enforceability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.

e. No Waiver. Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.

f. Headings. Headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation.

g. Orders Issued under Government Prime or Subcontracts. In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.
h. Notices. All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: RS/11A, Melbourne, FL 32902, Attention: Contracts Manager, or email to wpg@harris.com.

i. English Language. The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.

j. GSA. All purchase orders issued under the General Services Administration (GSA) Schedule #GS-35F-0289J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

k. Survivability. The following provisions shall survive the completion or termination of this Agreement: Section 2 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).

28. Entire Agreement. The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris GCS

Signature  

Name  

Title  

Date  

Customer

Signature  

Name  

Title  

Date  

Harris WPG May 2013
Software License Key Reactivation Addendum to
Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services

Effective Date: February 28, 2011

This Addendum (the "Addendum") to the Harris Government Communications Systems Division Terms and Conditions of Sale for Wireless Equipment, Software and Services (the "Agreement") will apply to all Orders received from Customer for Equipment and/or Software purchased under the Agreement. In order to maintain the functionality of the Software purchased under the Agreement, as well as to be eligible for any new Software updates and upgrades, Customer agrees to the following:

1. **Annual Software License Key Reactivation.** Customer will reactivate the Software license key annually on or before the date of the one (1) year anniversary of the Agreement or, if the one (1) year anniversary date falls on a weekend or a federal holiday, on the first business day thereafter. To reactivate the Software license key, Customer must log onto the Harris WPG Internet website at www.premier.harris.com/wpg or contact Harris WPG Customer Support at 1-800-358-5297 to obtain a Software license key to renew the software for one (1) additional year. Customer acknowledges that timely reactivation of the Software license key is solely Customer's responsibility and Harris will not provide advance notification of Customer's annual reactivation deadline. Failure to timely and properly reactivate the Software license key may affect the operation of the Equipment and/or Software.

2. **Annual Certification.** As part of the annual Software license key reactivation process, or as otherwise requested by Harris, Customer will certify (a) that Equipment and/or Software purchased under the Agreement remains in Customer's sole possession; or (b) that Equipment has been lost, stolen, damaged or destroyed. Customer acknowledges and agrees that it will maintain possession of the Equipment at all times. Customer also acknowledges and agrees that if it transfers, sells, leases, conveys or otherwise provides the Equipment to a third party without the prior written permission of Harris, then Customer will void its software license.
## Customer Care

**DTC (Main Office)**
- P O Box 247
- Alexandria TN 37012
- 615-529-2955 or
- 615-588-1277 (Carthage Area)

**DTC E-Mail:**
- WeCare@DTCcom.net

## Technical Support

**Telephone Technical Support:**
- 611 Inside DTC Area
- 1-800-253-8121 Outside DTC Area
- 615-588-1280 (Carthage Area)

**DTC TV Technical Support:**
- 615-273-8288
- 615-588-1282 (Carthage Area)

**DTC TV Training Videos**

**Internet Technical Support:**
- 615-683-4033 or 866-232-8010

**Internet Support Hours:**
- 24 hours a day, 7 days a week

## Easy Ways to Pay:

- Setting up Email in Outlook 2010
- Setting up Email in Outlook 2007 & 2003
- Setting up Windows Live Mail
- Setting up Thunderbird Email
- Setting up Mac Mail
- Setting up Spam Filter
- Easy Reference Guide (PDF)
- DTC Dial Up Instructions (PDF)
- DSL Modem Instructions (PDF)
- DSL Setup Instructions Vista Windows 7 (PDF)
- Speed Test
- Show My PC

## Need Buried Service? Please view specifications: Buried Service Specs

View Privacy Policy.

- Freezeepic Form (pdf)

## Customer Assistance Programs

Go to FAQ's - Frequently Asked Questions

Click here to REQUEST MORE INFORMATION.

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**Your TOTAL Communications Provider**

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Customers and visitors to the DTCcom.net website agree to abide by the site Terms and Conditions & Acceptable Use Policy. | Privacy Policy
Additional Information

SyTech Corporation
6121 Lincolnia Road, Suite 200
Alexandria, VA 22312
Phone: 703-941-7887
Fax: 703-941-7997
24/7 Support: 1-800-385-8977
Office Hours: 8 AM – 5 PM EST.

The SyTech Building
6121 Lincolnia Road
Alexandria, Virginia 22312
Systems Engineering Technologies Corporation (SyTech)
Reception: 703-941-7887
Fax: 703-941-7997
After Hours Assistance: 1-800-385-8977
© Copyright 2010. SyTech Corporation, All Rights Reserved.

Terms & Conditions | Privacy Policy
Pay an Invoice

GSA Contract Holder
Contract, GS-35F-5541H

EW - 6/14/13 - TX with Matt Summers
SyTech is a firm believer in being there for our customers. After all, this is a relationship business. We want you to know your project managers and technicians by name with their assistance readily available. If you know the name of your representative, please feel free to contact our main reception line at 703-941-7887. If you are new to working with SyTech, please select from the list of departments below when speaking to the receptionist.

- ADACS Sales
- ADACS Help Desk
- RIOS Sales
- RIOS Help Desk
- RIOS Cables
- COMLINC
- iSPACE Sales
- iSPACE Help Desk
- Accounts Receivable
- Accounts Payable

Contact SyTech Corporation

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<tr>
<th>Name</th>
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<th>Company</th>
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Address | Email | Phone

Product Interest:

- [ ] ADACS
- [ ] RIOS
- [ ] iSPACE
- [ ] Other

http://sytechcorp.com/contact.aspx 6/18/2013
May 21, 2013

Victoria Olivarez
Michigan State Police
Administrative Services Bureau
333 S. Grand Avenue
Lansing, Michigan 48933

Dear Ms. Olivarez:

Re: Delegation of Authority – Surveillance Equipment (ITRAC No. C20130516-071110)

The Department of Technology, Management and Budget (DTMB) delegates its procurement authority, as provided in Section 261(4) of the Management and Budget Act, 1984 PA 431, to the Michigan State Police (MSP) to purchase surveillance equipment. MSP is granted this delegation upon the representation that it intends a one-time purchase for an amount not to exceed $600,000.

MSP must meet the following delegation requirements:

1. The procurement of the surveillance equipment is in accordance with the policies and procedures approved by DTMB to ensure the goods/services are purchased at fair and reasonable prices;

2. The procurement is for the goods/services, term, and budget ceiling represented; and

3. MSP will comply with all State procurement directives applicable to the acquisition of the surveillance equipment. DTMB reserves the right to review MSP’s procurement file and/or become involved in the procurement process. The failure to comply with DTMB procurement directives may result in the withdrawal of this delegation.

Please be advised that this delegation is specific to the referenced purchase and expires on the award of MSP’s contract for the delegated procurement.

If you have any questions, or if you need any assistance at all as you proceed with this procurement, please contact me at 517-373-0300.

Sincerely,

Jeff Brownlee
Chief Procurement Officer

c: Sherry Bond, State Administrative Board
Chelsea Edgett, DTMB
**DTMB PURCHASE REQUEST FORM**

<table>
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<td>Agency Contact</td>
<td>Victoria Olivarez</td>
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<tr>
<td>Contacts Email</td>
<td><a href="mailto:Olivarezv1@michigan.gov">Olivarezv1@michigan.gov</a></td>
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**PURCHASE REQUEST CATEGORIES**

- **Category**
  - [x] New - Over $25,000
  - [ ] RFP Project
  - [ ] Contract/PO Change (select from below)
  - [ ] Amount Change
  - [ ] Option Yr.
  - [ ] Other (Note in Description)
  - [ ] IT Changes Over $500,000
  - [ ] Contract Releases
  - [ ] Re-Start
- **Project Includes:**
  - [ ] Print
  - [ ] Mail
  - [ ] Fulfillment

**PURCHASE INFORMATION**

- **Title of Purchase**: Surveillance Equipment
- **Vendor Name**:
- **Vendor Contact**:
- **Vendor Email**:
- **Vendor Phone #**: Vendor Fax #
- **Contract/BPO #**:
- **Requisition #**: CS-138
- **Requested Amount**: 600,000.00
- **Total Amount**: 600,000.00
- **Previous BPO/PO #**:
- **Current BPO/PO Amount**: 0.00
- **Contract Period Start Date**:
- **End Date**:
- **Revised Contract End Date**:

**PURCHASE JUSTIFICATION**

*Description of Product/Service Requested*

Purchase or surveillance equipment for undercover investigations.

*Purpose/Business Case of New Contract, or Change and Expected Outcomes*

Purchase or surveillance equipment capable of... This purchase is necessary to continue with traditional Technical Services Unit (TSU) law enforcement missions. The cellular market is evolving and this purchase will allow the Michigan State Police to keep pace with current technology trends. This is surveillance equipment and the bid can not be posted on the internet, will obtain multiple bids from vendors.

*Risk/Liability Assessment (consequences if not procured, potential issues if not procured, etc, If a legal mandate, court order or law enforcement reference here and attach copy.)*

Currentlv. TSU is...

**Funding Source**

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**Funding Source Comments:**

Forfeiture

**Accounting Information**

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**GENERAL COMMENTS - AGENCY**

General Comments
5/16/2013 9:44:59 AM - DTMB Procurement this purchase may be exempt from FOIA request. If you receive a FOIA request please contact MSP FOIA Unit at 517-241-1934 to obtain exemption language.

5/16/2013 7:15:01 AM - This is surveillance equipment and the bid can not be posted on the internet, will obtain multiple bids from vendors.
Attached is a signed copy of the delegated authority letter from DTMB regarding the above-referenced PRF. The original is being sent via ID mail.

Diane Fortino
Senior Executive Management Assistant
Procurement
Department of Technology, Management & Budget
Phone: (517) 373-0300
fortinod@michigan.gov

DTMB
## PURCHASE REQUEST FORM

### DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

#### SECTION 1: REQUESTING AGENCY CONTACT INFORMATION

<table>
<thead>
<tr>
<th>1. Requesting Agency</th>
<th>2. Office/Bureau/Division</th>
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<td>State Police</td>
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#### SECTION 2: PURCHASE REQUEST CATEGORIES (check all that apply):

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<table>
<thead>
<tr>
<th>18.</th>
<th>19.</th>
<th>20.</th>
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<tbody>
<tr>
<td>Requested Amount</td>
<td>Current BPO/PO</td>
<td>Total Amount</td>
</tr>
<tr>
<td>$600,000.00</td>
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<td>$ 0.00</td>
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<table>
<thead>
<tr>
<th>21.</th>
<th>22.</th>
<th>23.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Period Start Date:</td>
<td>Revised Contract End Date:</td>
<td>One Time Purchase</td>
</tr>
<tr>
<td></td>
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</table>

### SECTION 4: PURCHASE JUSTIFICATION

<table>
<thead>
<tr>
<th>24a.</th>
<th>24b.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Product/Service Requested: Purchase or surveillance equipment for undercover investigations.</td>
<td>Attachments</td>
</tr>
</tbody>
</table>

25. Purpose/Business Case of New Contract, or Change and Expected Outcomes: Purchase or surveillance equipment capable of continue with traditional Technical Services Unit (TSU) law enforcement missions. The cellular market is evolving and this purchase will allow the Michigan State Police to keep pace with current technology trends. This is surveillance equipment and the bid can not be posted on the internet, will obtain multiple bids from vendors.

26. Risk / Liability Assessment (consequences if not procured, potential issues if not procured, etc.): Currently,
### 27. Funding Source:

- Federal __%  
- State GF ____%  
- ARRA ____%  
- State Restricted 100% - List fund title: ___  
- Other ____%  

Provide Details: ___

### Agency Internal Funding Source Forfeiture

<table>
<thead>
<tr>
<th>Agency Request</th>
<th>Index</th>
<th>PCA</th>
<th>Agency Object Code</th>
<th>Agency Code 2</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDG  Yes  No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>IDG  Yes  No</td>
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<td>IDG  Yes  No</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>IDG  Yes  No</td>
<td></td>
<td></td>
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</table>

### 27a. Purchase Lines

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Qty. Req'd.</th>
<th>Commodity</th>
<th>Unit Type</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 0.00</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

**Grand Total**: $0.00

### SECTION 5: APPROVALS

#### Requesting Agency Approvals

**Requesting Agency (Internal Approval)**

- **Signature**:  
- **Title**:  
- **Date**:  

**Requesting Agency Department Director, Designee**

- **Signature**:  
- **Title**: Assistant Directo, Departmental Services  
- **Date**: 5/16/13

**IT Purchase Request Approvals**

**DTMB Division Director (Client Service Director/Infrastructure Services Director)**

- **Signature**:  
- **Title**:  
- **Date**:  

**DTMB Information Officer**

- **Signature**:  
- **Title**:  
- **Date**:  

**DTMB Deputy Director (Agency Services/Infrastructure Services)**

- **Signature**:  
- **Title**:  
- **Date**:  

**DTMB Chief Information Officer, or Designee**

- **Signature**:  
- **Title**:  
- **Date**:  

---

Page 2 of 2
Email has been forwarded on your behalf for review.

The following information has been emailed on your behalf.
Requested For:
   Agency: Michigan State Police
   Agency Contact Name: Victoria Olivarez   Agency Contact Phone: 517-241-1064
Request Description:
   ITRAC Contract Reference Number: C20130516-071110
   URL: http://itracweb.state.mi.us/ITRAC/webGeneralBuy.aspx?RefNo=C20130516-071110&Q=Q&VK=3899956FCFF386E1642847A28B04E724

[ Go To Welcome ]
Vicki,

Disregard quote 03884, as that was part of another proposal.

D/Sgt.  
1st District HQ  
Michigan State Police  
7119 N. Canal Rd.  
Lansing, MI 48913  

"A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY"

---

From: Seiler, Leslie Ann [lseile01@harris.com]
Sent: Monday, April 22, 2013 1:01 PM
To:  
Cc: Avera, Deborah; Curry, Brian; Davis, Lisa (ldavis29); McCreery, Susan; Moggio, Louise; Zelazny, Crystal
Subject: Harris Quotations 3883 & 3884 updated with today's date

Please let us know if we can be of further assistance.

Thank you,

Leslie Ann Seiler  
( 800-358-5297 (24/7 Assistance)  
wpg@harris.com
Michigan Sales and Use Tax Certificate of Exemption

DO NOT send to the Department of Treasury. Certificate must be retained in the seller's records. This certificate is invalid unless all four sections are completed by the purchaser.

SECTION 1: TYPE OF PURCHASE

A. One-Time Purchase
   Order or Invoice Number:____________________

B. Blanket Certificate, Recurring Business Relationship
   Expiration Date (maximum of four years):__________

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Vendor's Name and Address
Harris Corporation, PO Box 9800, N/S R5-11A, Melbourne, FL 32902-9800

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. X All items purchased.
   
2. □ Limited to the following items: ______________________________

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

1. □ For Resale at Retail. Enter Sales Tax License Number:______________
2. □ For Lease. Enter Use Tax Registration Number:__________________

The following exemptions DO NOT require the purchaser to provide a number:

3. □ For Resale at Wholesale.
   
4. □ Agricultural Production. Enter percentage: _____%
   
5. □ Industrial Processing. Enter percentage: _____%
   
6. □ Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization).
   
7. □ Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form).
   
8. □ Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1984 (must provide copy of letter with this form).
   
9. □ Rolling Stock purchased by an Interstate Motor Carrier.
   
10. □ Other (explain):______________________________________________

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Type of Business (see codes on page 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michigan State Police</td>
<td>Law Enforcement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Address</th>
<th>City, State, ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>333 S. Grand Ave.</td>
<td>Lansing, MI 48933</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Telephone Number (include area code)</th>
<th>Name (Print or Type)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(517) 241-1064</td>
<td>Victoria Olivarez</td>
</tr>
</tbody>
</table>

Signature and Title
Victoria Olivarez, Buyer Manager
06/18/13
Olivarez, Victoria (MSP)

From: Olivarez, Victoria (MSP)
Sent: Wednesday, May 15, 2013 9:48 AM
To: Olivarez, Victoria (MSP)
Subject: FW: KingFish upgrade

D/Sgt.
1st District HQ
Michigan State Police
7119 N. Canal Rd.
Lansing, MI 48913

“A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY”

From: Seiler, Leslie Ann [lseile01@harris.com]
Sent: Monday, April 22, 2013 1:08 PM
To: Tinkle, Sean (MSP)
Cc: Avera, Deborah; Curry, Brian; Davis, Lisa (ldavis29); McCreery, Susan; Moggio, Louise; Zelazny, Crystal
Subject: Harris Quotation 3890, revised with today’s date

Please let us know if we can be of further assistance.

Thank you,

Leslie Ann Seiler
( 800-358-5297 (24/7 Assistance)
wpg@harris.com
## Quotation

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Number</th>
<th>Description</th>
<th>UOM</th>
<th>Discount</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EA</td>
<td>Laptop PC</td>
<td>EA</td>
<td>0.00</td>
<td>$169,500.00</td>
<td>$169,500.00</td>
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<tr>
<td>1</td>
<td>EA</td>
<td>The above software license is a no charge line item for</td>
<td>EA</td>
<td>0.00</td>
<td>$22,000.00</td>
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<tr>
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<tr>
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<td>EA</td>
<td>0.00</td>
<td>$20,200.00</td>
<td>$20,200.00</td>
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</tbody>
</table>

**NOTE:**
Sales Tax has been added to your quote. Please include sales tax on your P.O. or provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.
<table>
<thead>
<tr>
<th>Purchase Order No.</th>
<th>Customer ID</th>
<th>Salesperson ID</th>
<th>Shipping Method</th>
<th>Payment Terms</th>
<th>Req Ship Date</th>
<th>Master No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MICH-STATE-POL</td>
<td>WPG3</td>
<td>BEST WAY</td>
<td>Net 30</td>
<td>4/655</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Number</th>
<th>Description</th>
<th>UOM</th>
<th>Discount</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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<tbody>
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<td>$38,400.00</td>
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<tr>
<td>1</td>
<td>TRAIN</td>
<td>Training</td>
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<td></td>
</tr>
</tbody>
</table>

NOTE:
- Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise). 4 students maximum. Please allow 120 days for scheduling training after receipt of PO.
- Delivery 90 days after release of product or software, receipt of PO, receipt of unit for upgrade. Prices subject to change. Quotes valid 180 days from issue. Attached Ts&Cs applicable to

Remit Payment To:
- Electronic Funds Transfer (EFT):
  - GCSD Mail Deposits: Harris GCSD, P.O. Box 7247 - LB 6759, Philadelphia, PA 19170-6759
  - ABA Rgt No: 021000089

Harris Corporation, GCSD
Citibank Delaware
Philadelphia, PA
Account No: 30523187
ABA Rgt No: 021000089

Subtotal: $334,850.00
Misc: $0.00
Tax: $19,851.00
Freight: $0.00
Trade Discount: $0.00
Purchase Price: $354,701.00

Please reference the invoice number with your payment. Harris Tax ID# 34-0278680
1. Definitions. In addition to the terms defined elsewhere, the following terms used herein have the following meanings:

a. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.
b. "Customer" means the purchaser of Equipment, Software, or Services from Harris.
c. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.
d. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but it is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.
e. "Equipment" means any hardware, including components, but excluding any Software or Services.
f. "Harris" means Harris Corporation, acting through its Government Communications Systems Division.
g. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.
h. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form.
i. "Purchase Price" means the purchase price as identified in the Purchase Order.
j. "Quote" means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.
k. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.
l. "Software" means software and firmware, including all copies provided to Customer.
m. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority.

2. Restricted Use. All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18 §2512. Use of Equipment is strictly governed by applicable federal, state and local law associated with the intercept and monitoring of oral communications. The Customers obligation to protect information includes, but not limited to, the names of specific products, pricing, technical and performance data. Under no circumstances should any information regarding Customers purchase or use of Harris Wireless Products be posted on any public website, including procurement websites. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Buyer's right to transfer, sell or assign the Equipment shall be limited to authorized law enforcement and government agencies with the prior written consent of Harris.

a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-368-5297 within 3 business days.
days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

3. **Proposal/Quote Validity.** Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.

4. **Acceptance – Modification of Terms.** The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order; or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.

5. **Taxes.** All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.

6. **Shipping and Delivery.** Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.

7. **Title and Risk of Loss.** Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.

8. **Payment Terms.**

   a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest to the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.

   b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.

9. **Annual Maintenance Agreement.** Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:

   a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).

   b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.

   c. For Software Maintenance Agreements Harris will provide notification of and free access to Software upgrades as defined in the maintenance agreement.
10. Equipment Return Policy.

a. Equipment Damaged in Shipment. Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.

b. Items Shipped in Error. If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.

c. Defective Equipment. Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.

d. Other Reasons. If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.

e. Upon Receipt of a Return Authorization. RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment show evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.

a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to the Harris' factory without the prior written authorization of the Harris. Call 1-800-358-5297 to obtain a Return Material Authorization (RMA) number. Harris will determinate, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:

i. Acts of God.
ii. Physical impact, crash or foreign object damage.
iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.
iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.

v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use.)

vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.

b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.

d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.

e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SubjectED TO NEGLIGENCE, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.

f. THIS WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.

12. Repairs. To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.
a. **Repair Policy.** To affect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.

b. **Support Policy.** Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. **Software License.**

a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.

b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.

c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.

d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.

e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.

f. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

14. **Availability Discontinued/Last Time Buy.** Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or
without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need ("last time buy") within 30 days of Customer's receipt of notice from Harris. Customer's last time buy rights are limited to products available in Harris' inventory at the time of Customer's request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.


a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement Agreement prohibit the use of the product, Harris will at its sole option and its own expense, either:
   i. Procure for Customer the right to continue using the Equipment;
   ii. Replace it with a substantially equivalent non-infringing equipment;
   iii. Modify it so it becomes non-infringing but substantially equivalent; or
   iv. If none of the above is reasonably available, terminate the Customer's right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life.

b. The foregoing indemnity does not apply to the following:
   i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
   ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
   iii. Any settlements of a claim, suit, or proceeding made without Harris' written consent; and
   iv. Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement of any kind to any of Harris' technical data including, but not limited to design, process technology, software and drawings, or to any of Harris' inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris' performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.

c. Customer will not violate Harris' copyright of documents or Software or disclose Harris' confidential or proprietary data to others without Harris' written permission.

d. All Inventions are and shall at all times remain Harris's confidential or proprietary information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. "Inventions" shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or source code), programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) included in or resulting from the work contemplated hereunder, that are conceived, designed, practiced, prepared, produced or developed by Harris or any of its personnel during the course of performance of any Work.

17. Excusable Delay.

a. Harris will be excused from performance under the Agreement and will not be liable to Customer for delay in performance attributable, in whole or in part, to any cause beyond its reasonable control, including, but not limited to, actions or inactions of government whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of public enemy or terrorism, labor difficulties, failure or delay in delivery by Harris' suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of nature, Customer's fault or negligence or where compliance with any applicable environmental law or regulation by Harris is not reasonably technologically or economically feasible, or would otherwise require Harris to change its manufacturing process.

b. In the event of an excusable delay, Harris will make commercially reasonable efforts to notify Customer of the nature and extent of such delay and (1) Harris will be entitled to a schedule an extension on at least a day-for-day basis, and (2) if the delay is caused by Customer's fault or negligence, Harris will be entitled to an equitable adjustment in price under the Agreement.

18. Termination. Either party may terminate this Agreement if the other party defaults in a material respect under this Agreement and fails to cure such default within thirty (30) days after receiving written notice from the other party of such default. If Harris terminates this Agreement based on the Customer's breach, then Harris will be entitled to damages, including any lost profits Harris would have realized, had Harris been permitted to perform in accordance with the Agreement. Customer
also will be liable for all costs to Harris resulting from Harris' attempt to enforce its rights hereunder, including, but not limited to collection agency fees, attorney fees, court costs, etc.


a. Customer acknowledges that the Equipment and Software sold or licensed to it by Harris under this Agreement may be subject to export controls under the laws of the United States or Canada. Customer will not export or re-export the Equipment or Software, technology, or products manufactured from the technology that are the subject of the Agreement in violation of the export control laws of the United States or Canada. Customer will, to the fullest extent permitted by applicable law defend and hold Harris harmless from and against any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all necessary information and documentation requested by Harris in order to permit the Harris to export the Equipment, Software and/or Services with respect to any Purchase Order issued by the Customer hereunder, in accordance with the terms of this Agreement.

b. To the extent any technical data is exchanged between the parties, the receiving party represents and warrants that no technical data furnished to it by the disclosing party shall be disclosed to any foreign nation, firm, or country, including foreign nationals, employed by or associated with the receiving party, nor shall any technical data be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. The receiving party shall first obtain the written consent of the disclosing party prior to submitting any request for authority to export any such technical data. The receiving party will, to the fullest extent permitted by applicable law defend and hold the disclosing party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving party to comply with this Section 19 or with the ITAR and EAR.

c. Harris will not provide, or be responsible for obtaining any U.S. Government export licenses/approvals to provide any technical information, data or technical services to Customer or Customer's representatives, consultants or agents who are "foreign persons" as defined in the ITAR. Customer has the sole responsibility for obtaining necessary U.S. Government export licenses/approvals for any transfer of Equipment, Software or Services to Customer hereunder to Customer's representatives, consultants or agents who are such "foreign persons." Further, Harris will not be responsible for late delivery, delay or nonperformance under this Agreement due to the U.S. Government's delay or denial of any license that is Customer's responsibility to obtain.

20. Compliance with Waste Recycling Laws. Customer acknowledges and agrees that the supply of the Equipment by Harris to the Customer, and the resale or re-supply of the Equipment by the Customer, may give rise to obligations for Harris and the Customer under applicable environmental laws or regulations as defined herein. The Customer will be responsible for the collection, recycling, reuse and disposal of the Equipment in compliance with such Environmental Laws. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive as defined hereinafter. "WEEE Directive" means the European Union Directive on Waste Electrical Equipment and will include any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority. Harris may arrange for services, paid for by Customer, to recycle or dispose of Harris manufactured products in compliance with the Environmental Laws. The Customer will to the fullest extent permitted by applicable law defend and hold Harris harmless against all expenses, costs,
claims, liabilities or damage of any nature incurred by any of them relating to the collection, recycling, reuse and disposal of any Equipment or otherwise arising in connection with their respective obligations under the Environmental Laws, or by reason of any failure or alleged failure by the Customer to comply with its obligations under the Environmental Laws. The Customer will provide Harris with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

21. **Limitation of Liability.** NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE; STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS' LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREREUNDER. THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. **Applicable Law, Venue, and Jurisdiction.** The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the United Nations' Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Brevard County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. **Jury Waiver.** Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.

24. **Assumption of Risk.** Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party's decision to enter into the Agreement.

25. **Reliance on Counsel and Other Advisors.** Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.
26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions.

a. Publicity. Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or confirmation of this Agreement or its subject matter; or (b) in any manner advertise or publish the fact of this Agreement.

b. Disputes. The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.

c. Assignment. Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.

d. Enforceability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.

e. No Waiver. Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any terms or condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.

f. Headings. Headings in this Agreement are provided for the convenience only and do not affect this Agreement's construction or interpretation.

g. Orders Issued under Government Prime or Subcontracts. In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will be construed to authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.

h. Notices. All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: R5/11A, Melbourne, FL 32902, Attention: Contracts Manager, or email to wpg@harris.com.

i. English Language. The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.

j. GSA. All purchase orders issued under the General Services Administration (GSA) Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.
k. **Survivability.** The following provisions shall survive the completion or termination of this Agreement: Section 3 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).

28. **Entire Agreement.** The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

<table>
<thead>
<tr>
<th>Harris GCSD</th>
<th>Customer</th>
</tr>
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<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
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</tbody>
</table>
Software License Key Reactivation Addendum to
Harris Government Communications Systems Division
Terms and Conditions of Sale for
Wireless Equipment, Software and Services

Effective Date: February 28, 2011

This Addendum (the "Addendum") to the Harris Government Communications Systems Division Terms and Conditions of Sale for Wireless Equipment, Software and Services (the "Agreement") will apply to all Orders received from Customer for Equipment and/or Software purchased under the Agreement. In order to maintain the functionality of the Software purchased under the Agreement, as well as to be eligible for any new Software updates and upgrades, Customer agrees to the following:

1. **Annual Software License Key Reactivation.** Customer will reactivate the Software license key annually on or before the date of the one (1) year anniversary of the Agreement or, if the one (1) year anniversary date falls on a weekend or a federal holiday, on the first business day thereafter. To reactivate the Software license key, Customer must log onto the Harris WPG Internet website at www.premier.harris.com/wpg or contact Harris WPG Customer Support at 1-800-358-5297 to obtain a Software license key to renew the software for one (1) additional year. Customer acknowledges that timely reactivation of the Software license key is solely Customer's responsibility and Harris will not provide advance notification of Customer's annual reactivation deadline. Failure to timely and properly reactivate the Software license key may affect the operation of the Equipment and/or Software.

2. **Annual Certification.** As part of the annual Software license key reactivation process, or as otherwise requested by Harris, Customer will certify (a) that Equipment and/or Software purchased under the Agreement remains in Customer's sole possession; or (b) that Equipment has been lost, stolen, damaged or destroyed. Customer acknowledges and agrees that it will maintain possession of the Equipment at all times. Customer also acknowledges and agrees that if it transfers, sells, leases, conveys or otherwise provides the Equipment to a third party without the prior written permission of Harris, then Customer will void its software license.
Olivarez, Victoria (MSP)

<table>
<thead>
<tr>
<th>From:</th>
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<tr>
<td>Sent:</td>
<td>Thursday, May 16, 2013 9:46 AM</td>
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<tr>
<td>To:</td>
<td>Olivarez, Victoria (MSP)</td>
</tr>
<tr>
<td>Subject:</td>
<td>ITRAC PRF Request Alert - C20130516-071110</td>
</tr>
</tbody>
</table>

ITRAC PRF Reference C20130516-071110 for Office TSU for 'Surveillance Equipment' has been submitted to MDTMB for their review.
Vicki,

I don't have the contact info with me on the road, but they should be in our system.

Pro-Tech Sales
DTC Communications
SyTech Corp

If you need further, just let me know and I can get you the info when I am back in the office (should be tomorrow morning).

D/Sgt.
1st District HQ
Michigan State Police
7119 N. Canal Rd.
Lansing, MI 48913

"A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY"
**Communication Result Report (Jun. 19, 2013 2:12PM)**

Date/Time: Jun. 19, 2013 2:11PM

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<th>Mode</th>
<th>Destination</th>
<th>Pg(s)</th>
<th>Result</th>
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<tr>
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<td>Memory TX</td>
<td>913134563826</td>
<td>P. 7</td>
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<td></td>
<td></td>
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**Reason for error**

- E.1) Hanging up or line fail
- E.2) Busy
- E.3) No answer
- E.4) No facsimile connection
- E.5) Exceeded max. E-mail size

---

**MICHIGAN STATE POLICE**

**FAX TRANSMITTAL SHEET**

**DATE:** June 19, 2013

**TIME:**

**TRANSMITTED TO:** John Golczewski, Civil Rights 313-456-3826

**FROM:** Vickie Oliver, DSD 517-241-1064 517-241-1080

**ACKNOWLEDGMENT REQUESTED:**

**RECEIPT ACKNOWLEDGED BY:**

**DATE:**

**TIME:**

**COMMENTS OR INSTRUCTIONS:**

---

**FAXED BY:**

**PHONE NO.:**
DATE: June 19, 2013

TIME:

No. of pages (including cover): 7

TRANSMITTED TO: John Golawzewski, Civil Rights 313 456-3826

FROM: Vickie Olivarez, DSD 517-241-1064 517 241-1080

ACKNOWLEDGMENT REQUESTED: ☐ YES ☐ NO

RECEIPT ACKNOWLEDGED BY: ____________________________

DATE: _________ TIME: ____________________________

COMMENTS OR INSTRUCTIONS:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

FAXED BY: ____________________________ PHONE NO.: ____________________________
STATE ADMINISTRATIVE BOARD
BID TABULATION AND RECOMMENDATION FOR NEW CONTRACT AWARD
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT

AGENCY SUBMITTAL ☒
DTMB PROCUREMENT SUBMITTAL ☐

CONTRACT DESCRIPTION: Surveillance Equipment; Michigan Department of State Police.

CONTRACT PERIOD – BASE YEAR(S): One time purchase.

OPTIONS: N/A

RESPONDERS: Harris Corporation, Melbourne, FL

<table>
<thead>
<tr>
<th>MICHIGAN BUSINESS</th>
<th>ORIGINAL BID AMOUNT</th>
<th>REVISED BID (Optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Base year(s) price only</td>
<td>$593,450.00</td>
</tr>
</tbody>
</table>

IDENTIFY AWARD TYPE (check one): Single ☒ Multiple ☐ Split ☐

AWARD RECOMMENDATION:
Harris Corporation, Melbourne, FL
Totals

<table>
<thead>
<tr>
<th>ESTIMATED 13 FISCAL YEAR COST</th>
<th>AWARD AMOUNT (BASE YEARS)</th>
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</thead>
<tbody>
<tr>
<td>$593,450.00</td>
<td>$593,450.00</td>
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<tr>
<td>$593,450.00</td>
<td>$593,450.00</td>
</tr>
</tbody>
</table>

☐ Check if Agency/Procurement has received the signed contract from vendor

☐ Check if Award Recommendation is a ‘Not-to-Exceed’ amount

Does a Reciprocal Preference exist for this commodity? ☐ Yes ☐ No ☒ N/A

☐ Check if this request is for a MiDEAL contract.

12/1/12
GOVERNMENT ESTIMATE for base years: $600,000.00

AWARD RECOMMENDATION NOTIFICATION DATE: 06/19/13

PROTEST EXPIRATION DATE: N/A

CS-138 # PROVIDED: Not Applicable (NA)

PURCHASE JUSTIFICATION:

Description of Product/Service Requested: Purchase of surveillance equipment for undercover investigations.

Purpose/Business Case of New Contract, Expected Outcomes: Purchase of surveillance equipment. This purchase is necessary to continue with traditional Technical Services Unit (TSU) law enforcement missions. The cellular market is evolving and this purchase will allow the Michigan State Police to keep pace with current technology trends.

Award Recommendation/Process: Three (3) vendors were contacted to provide price quotes. Only one (1) vendor provide a price quote. The quote was evaluated based on the specifications and requirement of the bid. It was determined that Harris Corporation met all the requirement of the bid and are recommended for award as the bidder offering the best value to the State of Michigan.

Payment Method & Term: Net30

Price Clause: Firm-Fixed Price

<table>
<thead>
<tr>
<th>FUNDING SOURCE</th>
<th>PERCENTAGE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restricted Fund</td>
<td>100</td>
<td>Forfeiture</td>
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</tbody>
</table>

Risk Assessment: Currently

COST REDUCTION/SAVINGS CONSIDERATIONS:

The buyer request second round pricing, but the bidder was unable to offer further reductions.

RECOVERY ACT FUNDS

<table>
<thead>
<tr>
<th>Percent of Total</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0%</td>
<td>$</td>
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</tbody>
</table>

12/1/12
AGENCY APPROVALS—For delegated authority purchases (including statutory and special), and provide information below (see example).

<table>
<thead>
<tr>
<th>Victoria Olivarez</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Agency Representative (printed)</td>
</tr>
<tr>
<td>Victoria Olivarez</td>
</tr>
<tr>
<td>Authorized Agency Representative Signature</td>
</tr>
</tbody>
</table>

Return Information:

<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>Victoria Olivarez</th>
</tr>
</thead>
<tbody>
<tr>
<td>ID Mail:</td>
<td>MSP, Grand Ave., Purchasing</td>
</tr>
<tr>
<td>Phone No.:</td>
<td>517-241-1064</td>
</tr>
<tr>
<td>e-Mail:</td>
<td><a href="mailto:Olivarezv1@michigan.gov">Olivarezv1@michigan.gov</a></td>
</tr>
</tbody>
</table>

PROCUREMENT APPROVALS

<table>
<thead>
<tr>
<th>Buyer Signature</th>
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<tbody>
<tr>
<td>Division Director Signature</td>
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</tbody>
</table>

Manager Signature

<table>
<thead>
<tr>
<th>Jeff Brownlee</th>
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</thead>
<tbody>
<tr>
<td>Chief Procurement Officer</td>
</tr>
<tr>
<td>DTMB Procurement</td>
</tr>
</tbody>
</table>

12/1/12

Vendor Name: Harris Corporation

Vendor Street Address: PO Box 9800, M/S R5-11A

Vendor City and State: Melbourne, FL 32902-9800

Vendor Contact Name: Leslie Ann Seiler

Vendor Phone Number: 800-358-5297

*For items procured under delegated authority from DTMB,* the Agency will fax the signed, completed bid tab to John Golawzewski at the Department of Civil Rights at 313-456-3826 at the point when this bid tab is submitted to the State Administrative Board Secretary.

Civil Rights will fax the bid tab with a notation regarding awardability back to the Agency Contact below:

Agency Contact: Victoria Olivarez

Fax Number: 517-241-1080

*For items procured by DTMB Procurement,* once the bid tabs have been signed by the DTMB Procurement Director, they will be faxed to John Golawzewski at the Department of Civil Rights at 313-456-3826.

Civil Rights will fax each bid tab with a notation regarding awardability back to DTMB Procurement at 517-335-0046.

Further Explanation of Areas to be addressed for a new award:

- Competitively Bid: *Award Recommendation Process*
  - if so, how many vendors responded
  - how many responded?
  - if not, why not?
- Reciprocal Preference: *Award Recommendation Process*
- Award Methodology: *Award Recommendation Process*
  - was this best value recommendation based on best price/highest technical, best price meeting specifications, best combination price/technical, etc.
  - is the pricing appropriate considering the market, particular industry, and/or company operating costs vs. profit margins?
  - how were these things assessed?
- Pricing:
  - price clause exactly as stated in the Contract. If the pricing is broken down into schedules based on milestones, identify this breakdown in detail by contract year.
  - firm fixed total, part fixed/part unit, firm fixed unit, part firm fixed/part fixed unit, etc. *Price Clause*
Award Amount (Base Years): The recommended total contract value for which approval is requested, only includes the base contract period at this time.
- represents recommended total expected contract cost (firm fixed price total) for base contract period, or
- not to exceed (contract value is composed of firm fixed unit prices and estimated volumes, or % discounts, etc.) for base contract period.

Time Frame: Contract Period (for the time frame itself)
- how was the time period chosen? Purpose/Business Case...
- is the default selected (3 yrs, w/2 options), Purpose/Business Case...
- are there industry considerations or funding considerations that suggest an appropriate time period (unlimited, irrevocable, 25 yr. Right to use, etc.) Purpose/Business Case...

Savings: Cost Reduction Consideration
- clearly identify basis of savings or cost avoidances (keep in mind, unless money is actually not going to be spent as a result of negotiations/modifications, that was budgeted to be spent originally, the savings is actually an avoidance.) Only negotiated savings that are resulting in actual reduction of spent budgeted dollars, are true savings.
Victoria Olivarez
Michigan State Police
Administrative Services Bureau
333 S. Grand Avenue
Lansing, Michigan 48933

Dear Ms. Olivarez:

Re: Delegation of Authority – Surveillance Equipment
(iTRAC No. C20130516-071110)

The Department of Technology, Management and Budget (DTMB) delegates its procurement authority, as provided in Section 261(4) of the Management and Budget Act, 1984 PA 431, to the Michigan State Police (MSP) to purchase surveillance equipment. MSP is granted this delegation upon the representation that it intends a one-time purchase for an amount not to exceed $600,000.

MSP must meet the following delegation requirements:

1. The procurement of the surveillance equipment is in accordance with the policies and procedures approved by DTMB to ensure the goods/services are purchased at fair and reasonable prices;

2. The procurement is for the goods/services, term, and budget ceiling represented; and

3. MSP will comply with all State procurement directives applicable to the acquisition of the surveillance equipment. DTMB reserves the right to review MSP's procurement file and/or become involved in the procurement process. The failure to comply with DTMB procurement directives may result in the withdrawal of this delegation.

Please be advised that this delegation is specific to the referenced purchase and expires on the award of MSP's contract for the delegated procurement.

If you have any questions, or if you need any assistance at all as you proceed with this procurement, please contact me at 517-373-0300.

Sincerely,

Jeff Brownlee
Chief Procurement Officer

c: Sherry Bond, State Administrative Board
Chelsea Edgett, DTMB
Hi Sherry,

Attached is a Bid Tabulation and Recommendation for Award. Please review and let me know if you have any questions.

Thank you,

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
333 S. Grand Ave.
P.O. Box 30634
Lansing, MI 48909-0634
E-mail: Olivarezv1@michigan.gov
TX: (517) 241-1064
Fax: (517) 241-1080
STATE ADMINISTRATIVE BOARD
BID TABULATION AND RECOMMENDATION FOR NEW CONTRACT AWARD
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT

AGENCY SUBMITTAL ☑
DTMB PROCUREMENT SUBMITTAL □

CONTRACT DESCRIPTION: Surveillance Equipment; Michigan Department of State Police.

CONTRACT PERIOD - BASE YEAR(S): One time purchase.

OPTIONS: N/A

RESPONDERS: Harris Corporation, Melbourne, FL

MICHIGAN BUSINESS Base year(s) price only

ORIGINAL BID AMOUNT $593,450.00

REVISED BID (Optional)

IDENTIFY AWARD TYPE (check one): Single ☑ Multiple □ Split □

AWARD RECOMMENDATION:

Harris Corporation, Melbourne, FL

ESTIMATED 13 FISCAL YEAR COST $593,450.00

AWARD AMOUNT (BASE YEARS) $593,450.00

☐ Check if Agency/Procurement has received the signed contract from vendor

☐ Check if Award Recommendation is a 'Not-to-Exceed' amount

Does a Reciprocal Preference exist for this commodity? ☐ Yes □ No ☑ N/A

☐ Check if this request is for a MiDEAL contract.

12/1/12
GOVERNMENT ESTIMATE for base years: $600,000.00

AWARD RECOMMENDATION NOTIFICATION DATE: 06/19/13

PROTEST EXPIRATION DATE: N/A

CS-138 # PROVIDED: Not Applicable (NA)

PURCHASE JUSTIFICATION:

Description of Product/Service Requested: Purchase of surveillance equipment for undercover investigations.

Purpose/Business Case of New Contract, Expected Outcomes: Purchase of surveillance equipment.

This purchase is necessary to continue with traditional Technical Services Unit (TSU) law enforcement missions. The cellular market is evolving and this purchase will allow the Michigan State Police to keep pace with current technology trends.

Award Recommendation/Process: Three (3) vendors were contacted to provide price quotes. Only one (1) vendor provide a price quote. The quote was evaluated based on the specifications and requirement of the bid. It was determined that Harris Corporation met all the requirement of the bid and are recommended for award as the bidder offering the best value to the State of Michigan.

Payment Method & Term: Net30

Price Clause: Firm-Fixed Price

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Risk Assessment: Currently

COST REDUCTION/SAVINGS CONSIDERATIONS:

The buyer requested second round pricing, but the bidder was unable to offer further reductions.

RECOVERY ACT FUNDS

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12/1/12
AGENCY APPROVALS— for delegated authority purchases (including statutory and special), and provide information below (see example).

Victoria Olivarez
Authorized Agency Representative (printed)

Return Information:
Contact Name: Victoria Olivarez
ID Mail: MSP, Grand Ave., Purchasing
Phone No.: 517-241-1064
e-Mail: Olivarezvl@michigan.gov

Authorized Agency Representative Signature

PROCUREMENT APPROVALS

Buyer Signature

Manager Signature

Division Director Signature

Jeff Brownlee
Chief Procurement Officer
DTMB Procurement

12/1/12

Vendor Name: Harris Corporation

Vendor Street Address: PO Box 9800, M/S R5-11A

Vendor City and State: Melbourne, FL 32902-9800

Vendor Contact Name: Leslie Ann Seiler

Vendor Phone Number: 800-358-5297

For items procured under delegated authority from DTMB, the Agency will fax the signed, completed bid tab to John Golawzewski at the Department of Civil Rights at 313-456-3826 at the point when this bid tab is submitted to the State Administrative Board Secretary.

Civil Rights will fax the bid tab with a notation regarding awardability back to the Agency Contact below:

Agency Contact: Victoria Olivarez

Fax Number: 517-241-1080

For items procured by DTMB Procurement, once the bid tabs have been signed by the DTMB Procurement Director, they will be faxed to John Golawzewski at the Department of Civil Rights at 313-456-3826.

Civil Rights will fax each bid tab with a notation regarding awardability back to DTMB Procurement at 517-335-0046.

Further Explanation of Areas to be addressed for a new award:

- Competitively Bid: Award Recommendation Process
  - if so, how many vendors responded
  - how many responded?
  - if not, why not?
- Reciprocal Preference: Award Recommendation Process
- Award Methodology: Award Recommendation Process
  - was this best value recommendation based on best price/highest technical, best price meeting specifications, best combination price/technical, etc.
  - is the pricing appropriate considering the market, particular industry, and/or company operating costs vs. profit margins?
  - how were these things assessed?
- Pricing:
  - price clause exactly as stated in the Contract. If the pricing is broken down into schedules based on milestones, identify this breakdown in detail by contract year.
  - firm fixed total, part fixed/part unit, firm fixed unit, part firm fixed/part fixed unit, etc. Price Clause
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Savings: Cost Reduction Consideration
- clearly identify basis of savings or cost avoidances (keep in mind, unless money is actually not going to be spent as a result of negotiations/modifications, that was budgeted to be spent originally, the savings is actually an avoidance.) Only negotiated savings that are resulting in actual reduction of spent budgeted dollars, are true savings.
May 21, 2013

Victoria Olivarez
Michigan State Police
Administrative Services Bureau
333 S. Grand Avenue
Lansing, Michigan 48933

Dear Ms. Olivarez:

Re:  *Delegation of Authority – Surveillance Equipment (ITRAC No. C20130516-071110)*

The Department of Technology, Management and Budget (DTMB) delegates its procurement authority, as provided in Section 261(4) of the Management and Budget Act, 1984 PA 431, to the Michigan State Police (MSP) to purchase surveillance equipment. MSP is granted this delegation upon the representation that it intends a one-time purchase for an amount not to exceed $600,000.

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3. MSP will comply with all State procurement directives applicable to the acquisition of the surveillance equipment. DTMB reserves the right to review MSP’s procurement file and/or become involved in the procurement process. The failure to comply with DTMB procurement directives may result in the withdrawal of this delegation.

Please be advised that this delegation is specific to the referenced purchase and expires on the award of MSP’s contract for the delegated procurement.

If you have any questions, or if you need any assistance at all as you proceed with this procurement, please contact me at 517-373-0300.

Sincerely,

Jeff Brownlee
Chief Procurement Officer

c: Sherry Bond, State Administrative Board
   Chelsea Edgett, DTMB
ITRAC PRF Request C20130516-071110 for Agency Reference MSP 711 for 'Surveillance Equipment' has been completed by MDTMB.
From: Olivarez, Victoria (MSP)
Sent: Thursday, May 23, 2013 11:13 AM
To: 
Subject: RE: Harris PO

I have received delegated authority to purchase this request. Due to a yearend deadline this week I have not had time to work on your request. Once I get past this latest deadline I will start working on your request.

Please contact me if you have any questions.

Thank you,

Vickie

-----Original Message-----
From: 
Sent: Thursday, May 23, 2013 7:50 AM
To: Olivarez, Victoria (MSP)
Subject: Harris PO

Vicki,

Can you give me an update on the status of those PO's for the equipment upgrade through Harris?

Thanks

D/Sgt.
1st District HQ
Michigan State Police
7119 N. Canal Rd.
Lansing, MI 48913

“A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY”
Thanks!

D/Sgt.
1st District HQ
Michigan State Police
7119 N. Canal Rd.
Lansing, MI 48913

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Thanks

D/Sgt.
1st District HQ
Michigan State Police
Olivarez, Victoria (MSP)

From: Olivarez, Victoria (MSP)
Sent: Tuesday, June 18, 2013 11:31 AM
To: iseille01@harris.com
Subject: Revised Price Quote
Attachments: MI Sales & Use Tax Certificate of Exemption - Harris Corp..pdf

Good Morning Ms. Seiler,

I am working with D/Sgt. Michigan State Police, to purchase equipment from your company. Please send me updated price quotes for quote # QTE6779-03883 and QTE6779-03890. On price quote # QTE6779-03883 please include a

I have also attached the Michigan Sales and Use Tax Certificate of Exemption, please remove the sales tax from the above quotes.

Please contact me if you have any questions.

Thank you,

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
333 S. Grand Ave.
P.O. Box 30634
Lansing, MI 48909-0634
E-mail: Olivarezvl@michigan.gov
TX: (517) 241-1064
Fax: (517) 241-1080
Michigan Sales and Use Tax Certificate of Exemption

DO NOT send to the Department of Treasury. Certificate must be retained in the seller's records. This certificate is invalid unless all four sections are completed by the purchaser.

SECTION 1: TYPE OF PURCHASE

A. One-Time Purchase

Order or Invoice Number: ________________________________

B. Blanket Certificate, Recurring Business Relationship

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Vendor's Name and Address

Harris Corporation, P.O. Box 9800, N/S R5-11A, Melbourne, FL 32902-9800

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. □ All Items purchased.
2. □ Limited to the following Items: ________________________________ 

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

1. □ For Resale at Retail. Enter Sales Tax License Number: ________________________________
2. □ For Lease. Enter Use Tax Registration Number: ________________________________

The following exemptions DO NOT require the purchaser to provide a number:

3. □ For Resale at Wholesale.
4. □ Agricultural Production. Enter percentage: _____
5. □ Industrial Processing. Enter percentage: _____
6. □ Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization).
7. □ Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form).
8. □ Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form).
9. □ Rolling Stock purchased by an Interstate Motor Carrier.
10. □ Other (explain):

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

[Business Name]
Michigan State Police

[Business Address]
333 S. Grand Ave.

[Business Telephone Number (include area code)]
(517) 241-1064

[City, State, ZIP Code]
Lansing, MI 48933

[Name] (Print or Type)
Victoria Olivarez

[Signature and Title]
[Date Signed]
Victoria Olivarez, Buyer Manager
06/18/13
Olivarez, Victoria (MSP)

From: Moggio, Louise <lmoggioh@harris.com>
Sent: Tuesday, June 18, 2013 1:47 PM
To: Olivarez, Victoria (MSP)
Subject: Harris Equipment

Mrs. Olivarez,
I appreciate you reaching out to us. I know Leslie Ann sent you the revised quotes. Please confirm you have what you need. Also I am trying to get the equipment queued up for delivery. Would you be able to indicate when we might get the order from you?
Thank you very much.
Louise Moggio

Forgive spelling errors response sent from my Iphone. Make it a great day!
Mrs. Olivarez,

Here are my full contact details as I sent the previous email from my iPhone.

Thank you

Louise A. Moggio
Advanced Programs
Wireless Product Group
Harris Corporation
www.wpg.harris.com/wpg
Cell: 
Email: lmoggioh@harris.com

"When we long for life without difficulties, remind us that oaks grow strong in contrary winds and diamonds are made under pressure."
I submitted the purchase request to the State Administrative Board today. The purchase request should be on the July 23, 2013 agenda. Once the purchase is approved by Ad. Board I will issue the PO and fax to Harris Corp.

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
333 S. Grand Ave.
P.O. Box 30634
Lansing, MI 48909-0634
E-mail: Olivarezv1@michigan.gov
TX: (517) 241-1064
Fax: (517) 241-1080
Thanks for the update!

Detective Sergeant
1st District HQ
Michigan State Police
7119 N. Canal Rd.
Lansing, MI 48913

"A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY"

I submitted the purchase request to the State Administrative Board today. The purchase request should be on the July 23, 2013 agenda. Once the purchase is approved by Ad. Board I will issue the PO and fax to Harris Corp.

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
333 S. Grand Ave.
P.O. Box 30634
Lansing, MI 48909-0634
E-mail: Olivarezvl@michigan.gov
TX: (517) 241-1064
Fax: (517) 241-1080
Good Morning Ms. Seller,

I am working with D/Sgt. , Michigan State Police, to purchase equipment from your company. Please send me updated price quotes for quote # QTE6779-03883 and QTE6779-03890. On price quote # QTE6779-03883 please include a .

I have also attached the Michigan Sales and Use Tax Certificate of Exemption, please remove the sales tax from the above quotes.

Please contact me if you have any questions.

Thank you,

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
333 S. Grand Ave.
P.O. Box 30634
Lansing, MI 48909-0634
E-mail: Olivarezvl@michigan.gov
TX: (517) 241-1064
Fax: (517) 241-1080
Michigan Sales and Use Tax Certificate of Exemption

DO NOT send to the Department of Treasury. Certificate must be retained in the seller’s records. This certificate is invalid unless all four sections are completed by the purchaser.

SECTION 1: TYPE OF PURCHASE

☐ A. One-Time Purchase
   Order or Invoice Number: ______________________

☐ B. Blanket Certificate. Recurring Business Relationship
   Expiration Date (maximum of four years): __________

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certificate is invalid unless all four sections are completed by the purchaser.

Vendor's Name and Address
Harris Corporation, PO Box 9800, N/S R5-11A, Melbourne, FL 32902-9800

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:
1. ☒ All items purchased.
2.   Limited to the following items: ___________________________

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:
1. ☐ For Resale at Retail. Enter Sales Tax License Number: _________________
2. ☐ For Lease. Enter Use Tax Registration Number: _______________________

The following exemptions DO NOT require the purchaser to provide a number:
3. ☐ For Resale at Wholesale.
4. ☐ Agricultural Production. Enter percentage: __% 
5. ☐ Industrial Processing. Enter percentage: __% 
6. ☒ Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization).
7. ☐ Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form).
8. ☐ Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form).
9. ☐ Rolling Stock purchased by an Interstate Motor Carrier.
10. ☐ Other (explain): ____________________________________________

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

[Form 3372 (Rev. 08-12)]

Business Name
Michigan State Police

Business Address
333 S. Grand Ave.

City, State, ZIP Code
Lansing, MI 48933

Business Telephone Number (include area code)
(517) 241-1064

Name (Print or Type)
Victoria Olivarez

Signature and Title
Manager

Type of Business (see codes on page 2)
Law Enforcement

Date Signed
06/18/13
Attached is the purchase order for equipment for Michigan State Police.

Please contact me if you have any questions.

Thank you,

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
333 S. Grand Ave.
P.O. Box 30634
Lansing, MI 48909-0634
E-mail: Olivarezvl@michigan.gov
TX: (517) 241-1064
Fax: (517) 241-1080
STATE OF MICHIGAN

REQUESTING DEPARTMENT OR AGENCY: DEPARTMENTAL SERVICES DIVISION
DEPARTMENT OF STATE POLICE
DEPARTMENTAL SERVICES DIVISION
FINANCIAL SERVICES SECTION
333 GRAND AVENUE
LANSING

CONTACT: SECTION MANAGER | DELIVERY REQUIRED | AGENCY REF # | REQ NO. | ORDER DATE
517 241-1001 EXT: | 08/30/13 | 55125000 | 551N3200558 | 07/24/13

HARRIS CORPORATION
P.O. BOX 9800
MELBOURNE, FL 94065

SHIP TO: MICHIGAN DEPARTMENT OF STATE POLICE
S.I.D. - REGION 1 (LANSING)
TECHNICAL SERVICES UNIT (TSU)
4000 COLLINS ROAD
LANSING, MI 48910

HARRIS CORPORATION
P.O. BOX 9800
MELBOURNE, FL 94065

BILL TO: MICHIGAN DEPARTMENT OF STATE POLICE
TECHNICAL SERVICES UNIT
PO BOX 30634
LANSING, MI 48913

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CASH DISCOUNT: NET 30 DAYS
DELIVERY REQUIRED:
FREIGHT CARRIER:
F.O.B.: DELIVERED

VENDOR PHONE: (321)309-7319
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STATE OF MICHIGAN
PURCHASE ORDER

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GRAND TOTAL ................................................. 593,450.00

ADDITIONAL REQUIREMENTS:

VICTORIA OLIVAREZ  
BUYER MANAGER  
517-241-1064

PURCHASE ORDER INSTRUCTIONS AND CONDITIONS


2. SUBMIT TWO COPIES OF YOUR INVOICE TO THE "BILL TO" ADDRESS AS SHOWN. INVOICE MUST HAVE EITHER COMPANY NAME IMPRINTED OR A SIGNATURE. INVOICE MUST BE IN SUFFICIENT DETAIL FOR COMPARISON WITH THIS ORDER.

3. SUBMIT SEPARATE INVOICE FOR EACH SHIPMENT AND/OR ORDER PROMPTLY UPON SHIPMENT.

4. THE PURCHASE ORDER NUMBER MUST BE PLAINLY NOTED ON EACH INVOICE, ON ALL PACKAGES AND SHIPPING TAGS, AND ON ALL CORRESPONDENCE.
9. CANCELLATION OF CONTRACT (A) THE STATE MAY CANCEL THE CONTRACT FOR DEFAULT OF THE CONTRACTOR. DEFAULT IS DEFINED AS THE FAILURE OF THE CONTRACTOR TO FULFILL THE OBLIGATIONS OF THE QUOTATION OR CONTRACT. IN CASE OF DEFAULT BY THE CONTRACTOR, THE STATE MAY IMMEDIATELY AND/OR UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE CONTRACTOR CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES, AND PROCURE THE PRODUCTS AND/OR SERVICES FROM OTHER SOURCES, AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COSTS OCCASIONED THEREBY; (B) THE STATE MAY CANCEL THE CONTRACT IN THE EVENT THE STATE NO LONGER NEEDS THE SERVICES OR PRODUCTS SPECIFIED IN THE CONTRACT, OR IN THE EVENT PROGRAM CHANGES, CHANGES IN LAWS, RULES OR REGULATIONS, OR RELOCATION OF OFFICES OCCUR, OR IF PRICES FOR ADDITIONAL SERVICES REQUESTED BY THE STATE ARE NOT ACCEPTABLE TO THE STATE. THE STATE MAY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH CANCELLATION 30 DAYS PRIOR TO THE DATE OF CANCELLATION; (C) THE STATE MAY CANCEL THE CONTRACT FOR LACK OF FUNDING. THE CONTRACTOR ACKNOWLEDGES THAT, IF THIS CONTRACT EXTENDS FOR SEVERAL FISCAL YEARS, CONTINUATION OF THIS CONTRACT IS SUBJECT TO APPROPRIATION OF FUNDS FOR THIS PROJECT. IF FUNDS TO ENABLE THE STATE TO EFFECT CONTINUED PAYMENT UNDER THIS CONTRACT ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE, THE STATE SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT WITHOUT PENALTY AT THE END OF THE LAST PERIOD FOR WHICH FUNDS HAVE BEEN APPROPRIATED OR OTHERWISE MADE AVAILABLE BY GIVING WRITTEN NOTICE OF TERMINATION TO THE CONTRACTOR. THE STATE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE OF SUCH NON-APPROPRIATION WITHIN 30 DAYS AFTER IT RECEIVES NOTICE OF SUCH NON-APPROPRIATION; (D) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES IF THE CONTRACTOR, AN OFFICER OF THE CONTRACTOR, OR AN OWNER OF 25% OR GREATER SHARE OF THE CONTRACTOR, IS CONVICTED OF A CRIMINAL OFFENSE INCIDENT TO THE APPLICATION FOR OR PERFORMANCE OF A STATE, PUBLIC OR PRIVATE CONTRACT OR SUBCONTRACT; OR CONVICTED OF A CRIMINAL OFFENSE INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING: EMBEZZLEMENT, THEFT, FORGERY, BRIbery, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, ATTEMPTING TO INFLUENCE A PUBLIC EMPLOYEE TO BREACH TO ETHICAL CONDUCT STANDARDS FOR STATE OF MICHIGAN EMPLOYEES; CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES; OR CONVICTED OF ANY OTHER CRIMINAL OFFENSE WHICH IN THE SOLE DISCRETION OF THE STATE, REFLECTS ON THE CONTRACTOR’S BUSINESS INTEGRITY; (E) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT IN WHOLE OR IN PART BY GIVING NOTICE OF TERMINATION TO
10. ALL GOODS ARE SUBJECT TO INSPECTION AND TESTING. IN THE EVENT GOODS ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP, OR OTHERWISE FAIL TO MEET THE REQUIREMENTS OF THE PURCHASE ORDER, THE STATE SHALL HAVE THE RIGHT TO REJECT THE GOODS OR RETAIN THE GOODS AND CORRECT THE DEFECTS. THE CONTRACTOR SHALL PAY THE STATE FOR EXPENSES INCURRED IN CORRECTING DEFECTS. REJECTED GOODS WILL BE HELD FOR 45 DAYS AFTER DELIVERY. THE CONTRACTOR MUST ARRANGE FOR THE RETURN OF SAID GOODS, INCLUDING PAYING FOR HANDLING, PACKING, AND TRANSPORTATION COSTS. THE STATE HAS THE AUTHORITY TO DISPOSE OF THE GOODS WITHOUT FURTHER LIABILITY TO THE STATE IN THE EVENT THE CONTRACTOR FAILS TO MAKE SUCH ARRANGEMENTS WITHIN THE SPECIFIED TIME PERIOD.

11. IN THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM, THE VENDOR AGREES NOT TO DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT, WITH RESPECT TO THEIR HIRE, TENURE, TERMS, CONDITIONS OR PRIVILEGES OF EMPLOYMENT, OR ANY MATTER DIRECTLY OR INDIRECTLY RELATED TO EMPLOYMENT, BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, HEIGHT, WEIGHT, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP OR DISABILITY. THE VENDOR FURTHER AGREES THAT EVERY SUBCONTRACT ENTERED INTO FOR THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM WILL CONTAIN A PROVISION REQUIRING NON-DISCRIMINATION IN EMPLOYMENT AS HEREIN SPECIFIED, BINDING UPON EACH SUBCONTRACTOR. THIS COVENANT IS REQUIRED PURSUANT TO THE ELLIOTT LARSEN CIVIL RIGHTS ACT, 1976 PUBLIC ACT 453, AS AMENDED, MCL 37.1101, ET SEQ, AND ANY BREACH THEREOF MAY BE REGARDED AS A MATERIAL BREACH OF THE CONTRACT OR PURCHASE ORDER.

12. ALL CONTRACTS OR PURCHASE ORDERS ISSUED SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN. ANY DISPUTE ARISING HEREIN SHALL BE RESOLVED IN THE STATE OF MICHIGAN.

13. FOR AND IN CONSIDERATION OF THE OPPORTUNITY TO DO BUSINESS WITH THE STATE OF MICHIGAN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE VENDOR HEREBY ASSIGNS, SELLS AND TRANSFERS TO THE STATE OF MICHIGAN ALL RIGHTS, TITLE AND INTEREST IN AND TO ALL CAUSES OF ACTION IT MAY HAVE UNDER THE ANTITRUST LAWS OF THE UNITED STATES OR THIS STATE FOR PRICE FIXING, WHICH CAUSES OF ACTION HAVE ACCRUED PRIOR TO THE DATE OF PAYMENT AND WHICH RELATE SOLELY TO THE PARTICULAR GOODS, COMMODITIES, OR SERVICES PURCHASED OR PROCURED BY THIS STATE PURSUANT TO THIS TRANSACTION.

14. PURSUANT TO ACT 278 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1980, THE STATE SHALL NOT AWARD A CONTRACT OR A SUBCONTRACT TO AN EMPLOYER WHO HAS BEEN SITED BY THE NATIONAL LABOR RELATIONS BOARD FAILING TO CORRECT AN UNFAIR LABOR PRACTICE COMPILED PURSUANT TO SECTION 2 OF THE ACT. A CONTRACTOR OF THE STATE, IN RELATION TO THAT CONTRACT SHALL NOT ENTER INTO A CONTRACT WITH A SUBCONTRACTOR.
MANUFACTURER, OR SUPPLIER WHO IS SIMILARLY SITED. THE STATE MAY VOID A CONTRACT IF, SUBSEQUENT TO AWARD OF THE CONTRACT THE CONTRACTOR AS AN EMPLOYER, OR SUBCONTRACTOR, MANUFACTURER, OR SUPPLIER OF THE CONTRACTOR IS IDENTIFIED BY DELEG BUREAU OF EMPLOYMENT RELATIONS/MERC AS FAILING TO COMPLY WITH THIS ACT.

15. PUBLIC ACT 533 OF 2004 REQUIRES THAT PAYMENTS UNDER THIS CONTRACT BE PROCESSED BY ELECTRONIC FUNDS TRANSFER (EFT). CONTRACTOR IS REQUIRED TO REGISTER TO RECEIVE PAYMENTS BY EFT AT THE CONTRACT & PAYMENT EXPRESS WEBSITE (WWW.CPEXPRESS.STATE.MI.US).

16. PUBLIC ACT 279 OF 1984 STATES THAT THE STATE SHALL TAKE ALL STEPS NECESSARY TO ASSURE THAT PAYMENT FOR GOODS OR SERVICES, IS MAILED WITHIN 45 DAYS AFTER RECEIPT OF THE GOODS OR SERVICES, A COMPLETE INVOICE FOR GOODS OR SERVICES, OR A COMPLETE CONTRACT FOR GOODS OR SERVICES, WHICHEVER IS LATER.

17. PURSUANT TO MCL 18.1470, THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET (DTMB) OR ITS DESIGNEE MAY AUDIT THE VENDOR TO VERIFY COMPLIANCE WITH THE PURCHASE ORDER. THE FINANCIAL AND ACCOUNTING RECORDS ASSOCIATED WITH THE PURCHASE ORDER SHALL BE MADE AVAILABLE TO DTMB OR ITS DESIGNEE AND THE AUDITOR GENERAL, UPON REQUEST, DURING THE TERM OF THE PURCHASE ORDER AND ANY EXTENSION OF THE PURCHASE ORDER AND FOR 3 YEARS AFTER THE LATER OF THE EXPIRATION DATE OR FINAL PAYMENT UNDER THE PURCHASE ORDER.

PRICED PER WRITTEN PRICE QUOTE # QTE6779-03883 FROM LESLIE ANN SEILER, HARRIS CORPORATION.

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PENALTY: FAILURE TO DELIVER MAY RESULT IN CANCELLATION OF ORDER OR CONTRACT

--- END OF DOCUMENT ---
Attached is the revised purchase order.

Please contact me if you have any questions.

Vickie

I am in the process of amending the PO. Once this is approved I will e-mail the revised copy.

Vickie

Thank you very much for your consideration of our requests. Although it would be prudent to reference both quotes – quote 03883 is only for $258k whereas the order is for $593k – I will file your response as reason why only one is referenced. Do you plan to send a revised order showing the agreed-to delivery date and payment terms?

Thanks,
Brian Curry

Please see the response listed below in red.

Vickie
Vickie,

Thank you for the purchase order.

Upon review, we have a few requests:

- Would you please revise the delivery date to the terms in the quote – delivery 90 days after release of product or SW, receipt of PO, receipt of unit for upgrade. To translate, delivery should be due by November 25, 2013. That is acceptable.
- In response to Note 16, due to the large investment we have to carry, could you please pay within 30 days of receipt of invoice? That is acceptable.
- Please incorporate quote number QTE6779-03890 in addition to quote number QTE6779-03883 in the last note. The quote I used to issue the PO was QTE6779-03883.
- Please confirm the State can accept partial deliveries and corresponding invoices. Partial deliveries and partial payment is acceptable.

Let me know if you have any questions or require additional information.

v/r,

Brian W. Curry

Contracts Manager

Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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From: Olivarez, Victoria (MSP) [mailto:OlivarezV1@michigan.gov]
Sent: Thursday, July 25, 2013 7:10 AM
To: Seiler, Leslie Ann
CC: 1
Subject: Purchase Order 551N3200558

Attached is the purchase order for equipment for Michigan State Police.

Please contact me if you have any questions.

Thank you,

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
333 S. Grand Ave.
P.O. Box 30634
Lansing, MI 48909-0634
E-mail: Olivarezv1@michigan.gov
TX: (517) 241-1064
Fax: (517) 241-1080
STATE OF MICHIGAN

FORM DMB-287
(REV 11/94)  PURCHASE ORDER  PURCHASE ORDER NUMBER

REQUESTING DEPARTMENT OR AGENCY: DEPARTMENTAL SERVICES DIVISION
DEPARTMENT OF STATE POLICE
DEPARTMENTAL SERVICES DIVISION
FINANCIAL SERVICES SECTION
333 GRAND AVENUE
LANSING  MI  48909

CONTACT: SECTION MANAGER  DEPARTMENTAL SERVICES DIVISION
517 241-1001  EXT: 55125000

AGENCY REF #  ORDER DATE
55125000  07/24/13

HARRIS CORPORATION
P.O. BOX 9800
MELBOURNE  FL 94065

CASH DISCOUNT : NET 30 DAYS
DELIVERY REQUIRED:
FREIGHT CARRIER:
F.O.B. : DELIVERED

VENDOR PHONE : (321)309-7319

SHIP TO:
MICHIGAN DEPARTMENT OF STATE POLICE
S.I.D. - REGION 1 (LANSING)
TECHNICAL SERVICES UNIT (TSU)
4000 COLLINS ROAD
LANSING  MI 48910

BILL TO:
MICHIGAN DEPARTMENT OF STATE POLICE
FIELD SERVICES BUREAU
ADMINISTRATIVE SECTION
PO BOX 30634
LANSING  MI 48913

ITEM  COMMODITY ID  QUANTITY  UNIT  UNIT PRICE  TOTAL PRICE

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v/r,

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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---

From: Olivarez, Victoria (MSP) [mailto:OlivarezV1@michigan.gov]
Sent: Thursday, July 25, 2013 7:10 AM
To: Seiler, Leslie Ann
Cc: 
Subject: Purchase Order 551N3200558

Attached is the purchase order for equipment for S/Sgt. Tinkle, Michigan State Police.

Please contact me if you have any questions.

Thank you,

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
333 S. Grand Ave.
P.O. Box 30634
Lansing, MI 48909-0634
E-mail: OlivarezV1@michigan.gov
TX: (517) 241-1064
Fax: (517) 241-1080
Olivarez, Victoria (MSP)

From: Moggio, Louise <lmoggioh@harris.com>
Sent: Monday, July 29, 2013 8:47 AM
To: Olivarez, Victoria (MSP)
Cc: 
Subject: RE: Purchase Order 551N3200558

Vickie,

Hope you had a nice week-end. Once you answer Brian yes or no we will then be able to process the order. It seems to me you don’t intend to send a revised one that your email response is what you are using vs sending a revised order. If that is the case would you please respond to Brian so we can process your order and get you queued up for the upgrades.

Thank you so much!

Louise A. Moggio
Advanced Programs
Wireless Product Group
Harris Corporation
www.wpg.harris.com/wpg
Cell: ‘
Email: lmoggioh@harris.com

“When we long for life without difficulties, remind us that oaks grow strong in contrary winds and diamonds are made under pressure.”

From: Curry, Brian
Sent: Thursday, July 25, 2013 1:06 PM
To: Olivarez, Victoria (MSP)
Cc: Vinson, Lin; Moggio, Louise; Zelazny, Crystal;
Subject: RE: Purchase Order 551N3200558

Vickie,

Thank you very much for your consideration of our requests. Although it would be prudent to reference both quotes—quote 03883 is only for $258k whereas the order is for $593k—I will file your response as reason why only one is referenced. Do you plan to send a revised order showing the agreed-to delivery date and payment terms?

Thanks,
Brian Curry

From: Olivarez, Victoria (MSP) [mailto:OlivarezV1@michigan.gov]
Sent: Thursday, July 25, 2013 11:56 AM
To: Curry, Brian
Cc: Vinson, Lin; Moggio, Louise; Zelazny, Crystal;
Subject: RE: Purchase Order 551N3200558

Please see the response listed below in red.

Vickie
From: Curry, Brian [mailto:bcurry@harris.com]
Sent: Thursday, July 25, 2013 10:00 AM
To: Olivarez, Victoria (MSP)
Cc: Vinson, Lin; Moggio, Louise; Zelazny, Crystal
Subject: RE: Purchase Order 551N3200558

Vickie,

Thank you for the purchase order.

Upon review, we have a few requests:

- Would you please revise the delivery date to the terms in the quote – delivery 90 days after release of product or SW, receipt of PO, receipt of unit for upgrade. To translate, delivery should be due by November 25, 2013. That is acceptable.
- In response to Note 16, due to the large investment we have to carry, could you please pay within 30 days of receipt of invoice? That is acceptable.
- Please incorporate quote number QTE6779-03890 in addition to quote number QTE6779-03883 in the last note. The quote I used to issue the PO was QTE6779-03883.
- Please confirm the State can accept partial deliveries and corresponding invoices. Partial deliveries and partial payment is acceptable.

Let me know if you have any questions or require additional information.

v/r,

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

CONFIDENTIALITY NOTICE: THIS EMAIL AND ANY ATTACHMENTS MAY CONTAIN MATERIAL THAT IS "HARRIS PROPRIETARY INFORMATION", CONFIDENTIAL, PRIVILEGED, AND/OR ATTORNEY WORK PRODUCT FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, RELIANCE, DISTRIBUTION, DISCLOSURE OR FORWARDING WITHOUT EXPRESSED PERMISSION IS STRICTLY PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CONTACT THE SENDER AND DELETE ALL COPIES WITHOUT READING, PRINTING, OR SAVING IN ANY MANNER. THANK YOU.

From: Olivarez, Victoria (MSP) [mailto:OlivarezV1@michigan.gov]
Sent: Thursday, July 25, 2013 7:10 AM
To: Seiler, Leslie Ann
Cc:
Subject: Purchase Order 551N3200558

Attached is the purchase order for equipment for Michigan State Police.

Please contact me if you have any questions.

Thank you,

Vickie

Victoria Olivarez
From: Curry, Brian [mailto:bcurry@harris.com]
Sent: Thursday, July 25, 2013 10:00 AM
To: Olivarez, Victoria (MSP)
Cc: Vinson, Lin; Moggio, Louise; Zelazny, Crystal
Subject: RE: Purchase Order 551N3200558

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Sent: Thursday, July 25, 2013 7:10 AM
To: Seiler, Leslie Ann
Cc: 
Subject: Purchase Order 551N3200558

Attached is the purchase order for equipment for Michigan State Police.

Please contact me if you have any questions.

Thank you,

Vickie

Victoria Olivarez
Vickie,

Thank you very much for your consideration of our requests. Although it would be prudent to reference both quotes – quote 03883 is only for $258k whereas the order is for $593k – I will file your response as reason why only one is referenced. Do you plan to send a revised order showing the agreed-to delivery date and payment terms?

Thanks,
Brian Curry

---

From: Olivarez, Victoria (MSP) [mailto:OlivarezV1@michigan.gov]
Sent: Thursday, July 25, 2013 11:56 AM
To: Curry, Brian
Cc: Vinson, Lin; Moggio, Louise; Zelazny, Crystal
Subject: RE: Purchase Order 551N3200558

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Vickie

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To: Olivarez, Victoria (MSP)
Cc: Vinson, Lin; Moggio, Louise; Zelazny, Crystal
Subject: RE: Purchase Order 551N3200558

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Sent: Thursday, July 25, 2013 7:10 AM
To: Seiler, Leslie Ann
Cc: 
Subject: Purchase Order 551N3200558

Attached is the purchase order for equipment for the Michigan State Police.

Please contact me if you have any questions.

Thank you,

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
333 S. Grand Ave.
P.O. Box 30634
Lansing, MI 48909-0634
E-mail: Olivarezv1@michigan.gov
TX: (517) 241-1064
Fax: (517) 241-1080
**STATE ADMINISTRATIVE BOARD**

**BID TABULATION AND RECOMMENDATION FOR NEW CONTRACT AWARD**

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**

**PROCUREMENT**

**AGENCY SUBMITTAL ✓**

**DTMB PROCUREMENT SUBMITTAL □**

**CONTRACT DESCRIPTION:** Surveillance Equipment; Michigan Department of State Police.

**CONTRACT PERIOD**
- **BASE YEAR(S):** One time purchase.
- **OPTIONS:** N/A

<table>
<thead>
<tr>
<th>RESPONDERS</th>
<th>MICHIGAN BUSINESS</th>
<th>ORIGINAL BID AMOUNT</th>
<th>REVISED BID (Optional)</th>
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<tbody>
<tr>
<td>Harris Corporation, Melbourne, FL</td>
<td>□</td>
<td>$593,450.00</td>
<td></td>
</tr>
</tbody>
</table>

**IDENTIFY AWARD TYPE** (check one): Single ✓ Multiple □ Split □

**AWARD RECOMMENDATION:**
- **Harris Corporation, Melbourne, FL**
- **Totals**

<table>
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<tr>
<th>ESTIMATED 13 FISCAL YEAR COST</th>
<th>AWARD AMOUNT (BASE YEARS)</th>
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<tbody>
<tr>
<td>$593,450.00</td>
<td>$593,450.00</td>
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</table>

☐ Check if Agency/Procurement has received the signed contract from vendor

☐ Check if Award Recommendation is a ‘Not-to-Exceed’ amount

Does a Reciprocal Preference exist for this commodity? ☐ Yes ☐ No ✓ N/A

☐ Check if this request is for a MiDEAL contract.

12/1/12
GOVERNMENT ESTIMATE for base years: $600,000.00

AWARD RECOMMENDATION NOTIFICATION DATE: 06/19/13

PROTEST EXPIRATION DATE: N/A

CS-138 # PROVIDED: Not Applicable (NA)

PURCHASE JUSTIFICATION:

Description of Product/Service Requested: Purchase of surveillance equipment for undercover investigations.

Purpose/Business Case of New Contract, Expected Outcomes: Purchase of surveillance equipment.

This purchase is necessary to continue with traditional Technical Services Unit (TSU) law enforcement missions. The cellular market is evolving and this purchase will allow the Michigan State Police to keep pace with current technology trends.

Award Recommendation/Process: Three (3) vendors were contacted to provide price quotes. Only one (1) vendor provide a price quote. The quote was evaluated based on the specifications and requirement of the bid. It was determined that Harris Corporation met all the requirement of the bid and are recommended for award as the bidder offering the best value to the State of Michigan.

Payment Method & Term: Net 30

Price Clause: Firm-Fixed Price

<table>
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<tr>
<th>FUNDING SOURCE</th>
<th>PERCENTAGE</th>
<th>COMMENTS</th>
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<tbody>
<tr>
<td>Restricted Fund</td>
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<td>Forfeiture</td>
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Risk Assessment: Currently ________

COST REDUCTION/SAVINGS CONSIDERATIONS:

The buyer request second round pricing, but the bidder was unable to offer further reductions.

RECOVERY ACT FUNDS

<table>
<thead>
<tr>
<th>Percent of Total</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0%</td>
<td>$</td>
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</tbody>
</table>
AGENCY APPROVALS— for delegated authority purchases (including statutory and special), and provide information below (see example).

Victoria Olivarez

Authorized Agency Representative (printed)

[Signature]

Authorized Agency Representative Signature

Return Information:

Contact Name: Victoria Olivarez
ID Mail: MSP, Grand Ave., Purchasing
Phone No.: 517-241-1064
e-Mail: Olivarezvl@michigan.gov

PROCUREMENT APPROVALS

Buyer Signature

Manager Signature

Division Director Signature

Jeff Brownlee
Chief Procurement Officer
DTMB Procurement

Vendor Name: Harris Corporation

Vendor Street Address: PO Box 9800, M/S R5-11A

Vendor City and State: Melbourne, FL 32902-9800

Vendor Contact Name: Leslie Ann Seiler

Vendor Phone Number: 800-358-5297

For items procured under delegated authority from DTMB, the Agency will fax the signed, completed bid tab to John Golawzewski at the Department of Civil Rights at 313-456-3826 at the point when this bid tab is submitted to the State Administrative Board Secretary.

Civil Rights will fax the bid tab with a notation regarding awardability back to the Agency Contact below:

Agency Contact: Fax Number:

Victoria Olivarez 517-241-1080

For items procured by DTMB Procurement, once the bid tabs have been signed by the DTMB Procurement Director, they will be faxed to John Golawzewski at the Department of Civil Rights at 313-456-3826.

Civil Rights will fax each bid tab with a notation regarding awardability back to DTMB Procurement at 517-335-0046.
Victoria Olivarez  
Michigan State Police  
Administrative Services Bureau  
333 S. Grand Avenue  
Lansing, Michigan 48933

Dear Ms. Olivarez:

Re: Delegation of Authority – Surveillance Equipment  
(ITRAC No. C20130516-071110)

The Department of Technology, Management and Budget (DTMB) delegates its procurement authority, as provided in Section 261(4) of the Management and Budget Act, 1984 PA 431, to the Michigan State Police (MSP) to purchase surveillance equipment. MSP is granted this delegation upon the representation that it intends a one-time purchase for an amount not to exceed $600,000.

MSP must meet the following delegation requirements:

1. The procurement of the surveillance equipment is in accordance with the policies and procedures approved by DTMB to ensure the goods/services are purchased at fair and reasonable prices;

2. The procurement is for the goods/services, term, and budget ceiling represented; and

3. MSP will comply with all State procurement directives applicable to the acquisition of the surveillance equipment. DTMB reserves the right to review MSP's procurement file and/or become involved in the procurement process. The failure to comply with DTMB procurement directives may result in the withdrawal of this delegation.

Please be advised that this delegation is specific to the referenced purchase and expires on the award of MSP's contract for the delegated procurement.

If you have any questions, or if you need any assistance at all as you proceed with this procurement, please contact me at 517-373-0300.

Sincerely,

Jeff Brownlee  
Chief Procurement Officer

c: Sherry Bond, State Administrative Board  
Chelsea Edgell, DTMB
Olivarez, Victoria (MSP)

From: Bond, Sherry (DTMB)
Sent: Monday, July 01, 2013 12:07 PM
To: Olivarez, Victoria (MSP)
Subject: RE: Ad Board Tab
Attachments: SAB-810 DTMB-3526 for MSP.doc; AD BOARD BID TAB NEW Updated 6-7-2013.dot; AD BOARD BID TAB CHANGE Updated 6-7-2013.dot

You didn’t send us an SAB-810, so Janet typed up your agenda writeup information.

I’m including a sample SAB-810 so you’ll know what we need the next time you submit something. The part in blue on page 2 (first item) is what we created this time for the F&C. The remainder of the items on this are the samples built into the SAB-810 document.

I also noticed that you didn’t use the most recent version of the Bid Tab templates. The two templates were revised last month. I’m also attaching those templates.

---

From: Olivarez, Victoria (MSP)
Sent: Wednesday, June 19, 2013 2:27 PM
To: Bond, Sherry (DTMB)
Cc: Rouse, Janet (DTMB)
Subject: Ad Board Tab.

Hi Sherry,

Attached is a Bid Tabulation and Recommendation for Award. Please review and let me know if you have any questions.

Thank you,

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
333 S. Grand Ave.
P.O. Box 30634
Lansing, MI 48909-0634
E-mail: Olivarezv1@michigan.gov
TX: (517) 241-1064
Fax: (517) 241-1080
Instructions for creating the DTMB-3526 (Old SAB-810)

1. Print this file out, so you can see the instructions and the various sample agenda item types.

2. Delete this instruction page.

3. Sort your signed Bid Tabs/Grant Abstracts into the following categories:
   a. New Contracts - sort these alphabetically by vendor name with any grouped/various* items at the end.
   b. Contract Changes - sort these alphabetically by vendor name with any grouped/various* items at the end.
   c. New Grants - sort these alphabetically by grantee name with any grouped/various* items at the end.
   d. Grant Changes - sort these alphabetically by grantee name with any grouped/various* items at the end.

4. a. You can type over the data in the SAB-810 so the formatting will remain the same when we cut and paste it into the Finance and Claims Committee agenda and then delete any extra items in the sample DTMB-3526 document.
   -OR-
   b. You can open a Word document with the same margins and tabs as this DTMB-3526 document and type your agenda items in it.

5. Type each item into the appropriate section of the DTMB-3526 document.

6. Scan the signed Bid Tabs/Grant Abstracts.

7. Email the DTMB-3526 Word document and the file of scanned Bid Tabs/Grant Abstracts to me and my assistant, Janet Rouse.

* A grouped/various item is any group of contracts/grants for the same service/commodity that can be described on one Bid Tab/Grant Abstract. The vendor/grantee detail should be provided on a spreadsheet attached to the Bid Tab/Grant Abstract.
DTMB-3526

DEPARTMENT OF STATE POLICE

Requests approval of the following:

NEW CONTRACTS

1) Harris Corporation
Melbourne, FL

Harris Corporation
Melbourne, FL
$ 593,450.00 Total
FY13 100% Restricted Fund
Forfeiture Fund
Surveillance Equipment

2) Ingham County
Mason, MI

Ingham County
Mason, MI
NOT TO EXCEED
$ 500,000.00 Total
FY13 100% General Fund
Local Comprehensive Corrections Plans
(Example of a NOT TO EXCEED item)

3) Various Counties
(Listing attached)

Various Counties
(Listing attached)
$ 11,289,882.00 Total
FY13 100% General Fund
Local Comprehensive Corrections Plans
(Example of a grouped/various item
with awardees on a list attached
to the bid tab)

CONTRACT CHANGES

1) Supplemental Health Care
Services
Livonia, MI

Supplemental Health Care Services
Livonia, MI
$ 141,600.00 Amendment
$ 1,197,200.00 New Total
FY13-14 100% Local Funds
Tuition Funds for Academies
Additional funds for a one-year
option to the contract for
Occupational Therapy at Michigan
School for the Deaf and Blind
(Example of a fund explanation)

2) IBM Corporation
Lansing, MI

IBM Corporation
Lansing, MI
$ 5,000,000.00 Amendment
$ 37,594,217.00 New Total
FY13 100% Various Funds
See bid tab for list of funds
071B9200124 Additional funds and
modifications to the contract for
IT services for Michigan.gov
<table>
<thead>
<tr>
<th>Grant Number</th>
<th>Recipient Information</th>
<th>Grant Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>3)</td>
<td><strong>Michigan Public Health Institute</strong>&lt;br&gt;Okemos, MI</td>
<td><strong>$ 0.00 Amendment</strong>&lt;br&gt;<strong>$ 220,000.00 New Total</strong>&lt;br&gt;&lt;br&gt;<strong>FY13 100% Federal Fund</strong>&lt;br&gt;To add certification of three additional National School Lunch Program requirements to the School Meals Training&lt;br&gt;(Example of a scope change)</td>
</tr>
<tr>
<td>4)</td>
<td><strong>Klean As A Whistle</strong>&lt;br&gt;Franklin, MI</td>
<td><strong>$ 153,000.00 Amendment</strong>&lt;br&gt;<strong>$ 1,159,175.54 New Total</strong>&lt;br&gt;&lt;br&gt;<strong>FY13 63% Federal Fund</strong>&lt;br&gt;37% General Funds&lt;br&gt;Additional funds for the Janitorial Services contract for Department of Human Services in Wayne County&lt;br&gt;(Example of an amendment for additional funds only)</td>
</tr>
<tr>
<td>5)</td>
<td><strong>Patricia Boyer</strong>&lt;br&gt;Sterling Heights, MI</td>
<td><strong>$ 239,500.00 Amendment</strong>&lt;br&gt;<strong>$ 597,500.00 New Total</strong>&lt;br&gt;&lt;br&gt;<strong>FY13 100% Restricted Fund</strong>&lt;br&gt;&lt;br&gt;<strong>UP State Fair Fund</strong>&lt;br&gt;Additional funds for a six-month option to the contract for a Grounds Entertainment Coordinator for the UP State Fair&lt;br&gt;(Example of an amendment for additional funds plus option)</td>
</tr>
</tbody>
</table>

**NEW GRANTS**

<table>
<thead>
<tr>
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<th>Grant Details</th>
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<tbody>
<tr>
<td>1)</td>
<td><strong>Grand Traverse Resort</strong>&lt;br&gt;Acme, MI</td>
<td><strong>$ 250,000.00 Total</strong>&lt;br&gt;&lt;br&gt;<strong>FY13 100% Federal Fund</strong>&lt;br&gt;For the Conference facility for the 2010 Rural Libraries Conference</td>
</tr>
<tr>
<td>2)</td>
<td><strong>Various</strong>&lt;br&gt;(Listing attached)</td>
<td><strong>$ 2,741,415.00 Total</strong>&lt;br&gt;&lt;br&gt;<strong>FY13-14 29% Federal Fund</strong>&lt;br&gt;71% Restricted Fund&lt;br&gt;&lt;br&gt;<strong>Children's Trust Fund Check-off</strong>&lt;br&gt;<strong>Children Trust Fund Reserve Funds</strong></td>
</tr>
</tbody>
</table>
GRANT CHANGES

1) Various grantees
   (Listing attached)
   $ 2,000,000.00 Amendment
   $ 4,000,000.00 New Total
   FY13 60% Federal Fund
   40% Restricted Fund
   Historical Preservation Fund
   Additional funds for various historical preservation grants

Children's Trust Fund Local Council Grants for primary child abuse prevention services
(Example of multiple restricted fund names)

3) ABC Family Services
   Detroit, MI
   $ 500,000.00 Total
   FY13 100% Revolving Fund
   See bid tab for list of funds
   Family Services

Historical Preservation Fund
Additional funds for various historical preservation grants
STATE OF MICHIGAN

REQUESTING DEPARTMENT OR AGENCY: DEPARTMENTAL SERVICES DIVISION
DEPARTMENT OF STATE POLICE
DEPARTMENTAL SERVICES DIVISION
FINANCIAL SERVICES SECTION
333 GRAND AVENUE
LANSING MI 48909

CONTACT: SECTION MANAGER 517 241-1001 EXT: 11/25/13 AGENCY REF # 55125000 REQ NO. 551N3200558 ORDER DATE 07/24/13

HARRIS CORPORATION
P.O. BOX 9800
MELBOURNE FL 94065

CASH DISCOUNT: NET 30 DAYS
DELIVERY REQUIRED:
FREIGHT CARRIER:
F.O.B.:
DELIVERED

SHIP TO:
MICHIGAN DEPARTMENT OF STATE POLICE
S.I.D. - REGION 1 (LANSONG)
TECHNICAL SERVICES UNIT (TSU)
4000 COLLINS ROAD
LANSING MI 48910

BILL TO:
MICHIGAN DEPARTMENT OF STATE POLICE
FIELD SERVICES BUREAU
ADMINISTRATIVE SECTION
PO BOX 30634
LANSING MI 48913

ITEM COMMODITY ID QUANTITY UNIT UNIT PRICE TOTAL PRICE
1 680-87 1.00 EA 169,500.0000 169,500.00 SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES
2 680-87 1.00 EA 22,000.0000 22,000.00 SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES
3 680-87 1.00 EA 22,000.0000 22,000.00 SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES
4 680-87 1.00 EA 20,000.0000 20,000.00 SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES
5 680-87 1.00 EA 18,550.0000 18,550.00
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**STATE OF MICHIGAN**

**PURCHASE ORDER**

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**GRAND TOTAL**

593,450.00

**ADDITIONAL REQUIREMENTS**

VICTORIA OLIVAREZ
BUYER MANAGER
517-241-1064

**PURCHASE ORDER INSTRUCTIONS AND CONDITIONS**


2. SUBMIT TWO COPIES OF YOUR INVOICE TO THE "BILL TO" ADDRESS AS SHOWN. INVOICE MUST HAVE EITHER COMPANY NAME IMPRINTED OR A SIGNATURE. INVOICE MUST BE IN SUFFICIENT DETAIL FOR COMPARISON WITH THIS ORDER.

3. SUBMIT SEPARATE INVOICE FOR EACH SHIPMENT AND/OR ORDER PROMPTLY UPON SHIPMENT.

4. THE PURCHASE ORDER NUMBER MUST BE PLAINLY NOTED ON EACH INVOICE, ON ALL PACKAGES AND SHIPPING TAGS, AND ON ALL CORRESPONDENCE.
5. PACKING LIST MUST BE INCLUDED WITH EACH SHIPMENT.

6. QUESTIONS REGARDING PAYMENT OF THIS ORDER SHOULD BE DIRECTED TO THE PURCHASE ORDER "BILL TO" ADDRESS.

7. ALL CORRESPONDENCE OTHER THAN THAT REGARDING PAYMENT RELATING TO THIS ORDER IS TO BE DIRECTED TO THE BUYER.

8. THIS ORDER IS A CONFIRMATION OF YOUR RECENT QUOTATION.


(B) THE STATE MAY CANCEL THE CONTRACT IN THE EVENT THE STATE NO LONGER NEEDS THE SERVICES OR PRODUCTS SPECIFIED IN THE CONTRACT, OR IN THE EVENT PROGRAM CHANGES, CHANGES IN LAWS, RULES OR REGULATIONS, OR RELOCATION OF OFFICES OCCUR, OR IF PRICES FOR ADDITIONAL SERVICES REQUESTED BY THE STATE ARE NOT ACCEPTABLE TO THE STATE. THE STATE MAY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES IF THE CONTRACTOR WRITTEN NOTICE OF SUCH CANCELLATION 30 DAYS PRIOR TO THE DATE OF CANCELLATION;

(C) THE STATE MAY CANCEL THE CONTRACT FOR LACK OF FUNDING. THE CONTRACTOR ACKNOWLEDGES THAT, IF THIS CONTRACT EXTENDS FOR SEVERAL FISCAL YEARS, CONTINUATION OF THIS CONTRACT IS SUBJECT TO APPROPRIATION OF FUNDS FOR THIS PROJECT. IF FUNDS TO ENABLE THE STATE TO EFFECT CONTINUED PAYMENT UNDER THIS CONTRACT ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE, THE STATE SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT WITHOUT PENALTY AT THE END OF THE LAST PERIOD FOR WHICH FUNDS HAVE BEEN APPROPRIATED OR OTHERWISE MADE AVAILABLE BY GIVING WRITTEN NOTICE OF TERMINATION TO THE CONTRACTOR. THE STATE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE OF SUCH NON-APPROPRIATION WITHIN 30 DAYS AFTER IT RECEIVES NOTICE OF SUCH NON-APPROPRIATION;

(D) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES IF THE CONTRACTOR, AN OFFICER OF THE CONTRACTOR, OR AN OWNER OF 25% OR GREATER SHARE OF THE CONTRACTOR, IS CONVICTED OF A CRIMINAL OFFENSE INCIDENT TO THE APPLICATION FOR OR PERFORMANCE OF A STATE, PUBLIC OR PRIVATE CONTRACT OR SUBCONTRACT; OR CONVICTED OF A CRIMINAL OFFENSE INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING: EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, ATTEMPTING TO INFLUENCE A PUBLIC EMPLOYEE TO BREACH ETHICAL CONDUCT STANDARDS FOR STATE OF MICHIGAN EMPLOYEES; CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES; OR CONVICTED OF ANY OTHER CRIMINAL OFFENSE WHICH IN THE SOLE DISCRETION OF THE STATE, REFLECTS ON THE CONTRACTOR'S BUSINESS INTEGRITY; (E) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT IN WHOLE OR IN PART BY GIVING NOTICE OF TERMINATION TO
THE CONTRACTOR IF ANY FINAL ADMINISTRATIVE OR JUDICIAL DECISION OR ADJUDICATION DISAPPROVES A PREVIOUSLY APPROVED REQUEST FOR PURCHASE OF PERSONAL SERVICES PURSUANT TO CONSTITUTION 1963, ARTICLE 11, SECTION 5, AND CIVIL SERVICE RULE 4-6; (F) THE STATE MAY, WITH 30 DAYS WRITTEN NOTICE TO THE CONTRACTOR, CANCEL THE CONTRACT IN THE EVENT PRICES PROPOSED FOR CONTRACT MODIFICATION/EXTENSION ARE UNACCEPTABLE TO THE STATE.

10. ALL GOODS ARE SUBJECT TO INSPECTION AND TESTING. IN THE EVENT GOODS ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP, OR OTHERWISE FAIL TO MEET THE REQUIREMENTS OF THE PURCHASE ORDER, THE STATE SHALL HAVE THE RIGHT TO REJECT THE GOODS OR RETAIN THE GOODS AND CORRECT THE DEFECTS. THE CONTRACTOR SHALL PAY THE STATE FOR EXPENSES INCURRED IN CORRECTING DEFECTS. REJECTED GOODS WILL BE HELD FOR 45 DAYS AFTER DELIVERY. THE CONTRACTOR MUST ARRANGE FOR THE RETURN OF SAID GOODS, INCLUDING PAYING FOR HANDLING, PACKING, AND TRANSPORTATION COSTS. THE STATE HAS THE AUTHORITY TO DISPOSE OF THE GOODS WITHOUT FURTHER LIABILITY TO THE STATE IN THE EVENT THE CONTRACTOR FAILS TO MAKE SUCH ARRANGEMENTS WITHIN THE SPECIFIED TIME PERIOD.

11. IN THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM, THE VENDOR AGREES NOT TO DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT, WITH RESPECT TO THEIR HIRE, TENURE, TERMS, CONDITIONS OR PRIVILEGES OF EMPLOYMENT, OR ANY MATTER DIRECTLY OR INDIRECTLY RELATED TO EMPLOYMENT, BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, HEIGHT, WEIGHT, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP OR DISABILITY. THE VENDOR FURTHER AGREES THAT EVERY SUBCONTRACT ENTERED INTO FOR THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM WILL CONTAIN A PROVISION REQUIRING NON-DISCRIMINATION IN EMPLOYMENT, AS HEREFIN SPECIFIED, BINDING UPON EACH SUBCONTRACTOR. THIS COVENANT IS REQUIRED PURSUANT TO THE ELLIOTT LARSEN CIVIL RIGHTS ACT, 1976 PUBLIC ACT 453, AS AMENDED, MCL 37.1101, ET SEQ, AND ANY BREACH THEREOF MAY BE REGARDED AS A MATERIAL BREACH OF THE CONTRACT OR PURCHASE ORDER.

12. ALL CONTRACTS OR PURCHASE ORDERS ISSUED SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN. ANY DISPUTE ARISING HEREFROM SHALL BE RESOLVED IN THE STATE OF MICHIGAN.

13. FOR AND IN CONSIDERATION OF THE OPPORTUNITY TO DO BUSINESS WITH THE STATE OF MICHIGAN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE VENDOR HEREBY ASSIGNS, Sells AND TRANSFERS TO THE STATE OF MICHIGAN ALL RIGHTS, TITLE AND INTEREST IN AND TO ALL CAUSES OF ACTION IT MAY HAVE UNDER THE ANTITRUST LAWS OF THE UNITED STATES OR THIS STATE FOR PRICE FIXING, WHICH CAUSES OF ACTION HAVE ACCRUED PRIOR TO THE DATE OF PAYMENT AND WHICH RELATE SOLELY TO THE PARTICULAR GOODS, COMMODITIES, OR SERVICES PURCHASED OR PROCURED BY THIS STATE PURSUANT TO THIS TRANSACTION.

14. PURSUANT TO ACT 278 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1980, THE STATE SHALL NOT AWARD A CONTRACT OR A SUBCONTRACT TO AN EMPLOYER WHO HAS BEEN SITED BY THE NATIONAL LABOR RELATIONS BOARD FAILING TO CORRECT AN UNFAIR LABOR PRACTICE COMPILED PURSUANT TO SECTION 2 OF THE ACT. A CONTRACTOR OF THE STATE, IN RELATION TO THAT CONTRACT SHALL NOT ENTER INTO A CONTRACT WITH A SUBCONTRACTOR
MANUFACTURER, OR SUPPLIER WHO IS SIMILARLY SITTED. THE STATE MAY VOID A CONTRACT IF, SUBSEQUENT TO AWARD OF THE CONTRACT THE CONTRACTOR AS AN EMPLOYER, OR SUBCONTRACTOR, MANUFACTURER, OR SUPPLIER OF THE CONTRACTOR IS IDENTIFIED BY DELEG BUREAU OF EMPLOYMENT RELATIONS/MERC AS FAILING TO COMPLY WITH THIS ACT.

15. PUBLIC ACT 533 OF 2004 REQUIRES THAT PAYMENTS UNDER THIS CONTRACT BE PROCESSED BY ELECTRONIC FUNDS TRANSFER (EFT). CONTRACTOR IS REQUIRED TO REGISTER TO RECEIVE PAYMENTS BY EFT AT THE CONTRACT & PAYMENT EXPRESS WEBSITE (WWW.CPEXPRESS.STATE.MI.US).

16. PUBLIC ACT 279 OF 1984 STATES THAT THE STATE SHALL TAKE ALL STEPS NECESSARY TO ASSURE THAT PAYMENT FOR GOODS OR SERVICES, IS MAILED WITHIN 45 DAYS AFTER RECEIPT OF THE GOODS OR SERVICES, A COMPLETE INVOICE FOR GOODS OR SERVICES, OR A COMPLETE CONTRACT FOR GOODS OR SERVICES, WHICHERVER IS LATER.

17. PURSUANT TO MCL 18.1470, THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET (DTMB) OR ITS DESIGNEE MAY AUDIT THE VENDOR TO VERIFY COMPLIANCE WITH THE PURCHASE ORDER. THE FINANCIAL AND ACCOUNTING RECORDS ASSOCIATED WITH THE PURCHASE ORDER SHALL BE MADE AVAILABLE TO DTMB OR ITS DESIGNEE AND THE AUDITOR GENERAL, UPON REQUEST, DURING THE TERM OF THE PURCHASE ORDER AND ANY EXTENSION OF THE PURCHASE ORDER AND FOR 3 YEARS AFTER THE LATER OF THE EXPIRATION DATE OR FINAL PAYMENT UNDER THE PURCHASE ORDER.

PRICED PER WRITTEN PRICE QUOTE # QTE6779-03883 AND # QTE6779-03890 FROM LESLIE ANN SEILER, HARRIS CORPORATION.

INVOICE WILL BE PAID WITHIN 30 DAYS OF RECEIPT OF INVOICE.

PARTIAL DELIVERIES OF PRODUCT IS ACCEPTABLE. PARTIAL PAYMENT WILL BE MADE FOR ITEMS THAT ARE RECEIVED AND PAYMENT WILL BE MADE FOR PARTIAL SHIPMENTS.

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PENALTY: FAILURE TO DELIVER MAY RESULT IN CANCELLATION OF ORDER OR CONTRACT

--- END OF DOCUMENT ---
Olivarez, Victoria (MSP)

From: Curry, Brian <bcurry@harris.com>
Sent: Wednesday, October 30, 2013 2:04 PM
To: Olivarez, Victoria (MSP)
Cc: Moggio, Louise
Subject: RE: Purchase Order No. 551N3200558

Vickie,

Harris acknowledges the State’s amendment to the delivery date — to 02/28/14 — for the subject purchase order.

Thank you.

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.cuny@harris.com

CONFIDENTIALITY NOTICE: THIS EMAIL AND ANY ATTACHMENTS MAY CONTAIN MATERIAL THAT IS "HARRIS PROPRIETARY INFORMATION", CONFIDENTIAL, PRIVILEGED, AND/OR ATTORNEY WORK PRODUCT FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, RELIANCE, DISTRIBUTION, DISCLOSURE OR FORWARDING WITHOUT EXPRESSED PERMISSION IS STRICTLY PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CONTACT THE SENDER AND DELETE ALL COPIES WITHOUT READING, PRINTING, OR SAVING IN ANY MANNER. THANK YOU.

Vickie,

Please use this e-mail as approval to amend the delivery date on PO 5512N3200558 to 2/28/14.

Thank you,

Vickie

From: Curry, Brian <bcurry@harris.com>
Sent: Monday, October 28, 2013 10:21 AM
To: Olivarez, Victoria (MSP)
Cc: Moggio, Louise
Subject: Purchase Order No. 551N3200558

Vickie,

The attached purchase order shows delivery by 25 November 2013; however, due to the upgrade process time we need to ask for a revised purchase order showing delivery due by 28 February 2014. This delivery date will cover the both upgrades (systems are in plant) and training (not yet scheduled). Please let me know if you have any questions or need additional information.

Thank you.
Olivarez, Victoria (MSP)

From: Olivarez, Victoria (MSP)
Sent: Wednesday, October 30, 2013 1:53 PM
To: 'Curry, Brian'
Cc: Moggio, Louise
Subject: RE: Purchase Order No. 551N3200558

Please use this e-mail as approval to amend the delivery date on PO 5512N3200558 to 2/28/14.

Thank you,

Vickie

Curry, Brian [mailto:bcurry@harris.com]
Sent: Monday, October 28, 2013 10:21 AM
To: Olivarez, Victoria (MSP)
Cc: Moggio, Louise
Subject: Purchase Order No. 551N3200558

Vickie,

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Thank you.

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com
I'm good with the new delivery date.

Sent from my Verizon Wireless 4G LTE DROID

"Olivarez, Victoria (MSP)" <OlivarezV1@michigan.gov> wrote:

Do you want to reach out to the vendor and discuss an earlier delivery date? It doesn’t sound like changing the delivery date is an option.

Vickie

However, the 90 days started when we shipped in our existing equipment for upgrade. That equipment was shipped at the beginning of October, so that would make it Jan 1.

Detective Sergeant
1st District HQ
Michigan State Police
7119 N. Canal Rd.
Lansing, MI 48913

“A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY”

Do you approve the change in the delivery date?

Vickie
Vickie,

The attached purchase order shows delivery by 25 November 2013; however, due to the upgrade process time we need to ask for a revised purchase order showing delivery due by 28 February 2014. This delivery date will cover both upgrades (systems are in plant) and training (not yet scheduled). Please let me know if you have any questions or need additional information.

Thank you.

Brian W. Curry

Contracts Manager
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Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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Vickie

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Detective Sergeant
1st District HQ
Michigan State Police
7119 N. Canal Rd.
Lansing, MI 48913

“A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY”

Sean,

Do you approve the change in the delivery date?

Vickie

Vickie,
The attached purchase order shows delivery by 25 November 2013; however, due to the upgrade process time we need to ask for a revised purchase order showing delivery due by 28 February 2014. This delivery date will cover both upgrades (systems are in plant) and training (not yet scheduled). Please let me know if you have any questions or need additional information.

Thank you.

Brian W. Curry

Contracts Manager
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Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, WS R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

Bill To:
Michigan State Police
Field Services Bureau
Administrative Section
PO. Box 30634
Lansing MI 48913

Ship To:
Michigan State Police
S.I.D. Region 1 (Lansing)
Technical Services Unit TSU
100 Collins Road
Lansing MI 48910

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DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (18 U.S.C.). THIS DOCUMENT CONTAINS HARRIS TRADE SECRET AND CONFIDENTIAL BUSINESS OR FINANCIAL INFORMATION EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT. THIS DOCUMENT MAY CONTAIN TECHNICAL DATA ACCORDING TO THE DEPARTMENT OF STATE, INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), 22 CFR CHAPTER 1, SUBCHAPTER M, PARTS 123-130) AND THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT VALID EXPORT AUTHORIZATION. BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THIS DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL BE GIVEN TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

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HARRIS CORP - WIRELESS PRODUCTS GROUP
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com
**Invoice**

**Bill To:**
Michigan State Police  
Field Services Bureau  
Administrative Section  
PO Box 30634  
Lansing MI  48913

**Ship To:**
Michigan State Police  
S.I.D. Region 1 (Lansing)  
Technical Services Unit TSU  
4000 Collins Road  
Lansing MI  48910

**Purchase Order No.:** 551N2300558  
**Customer ID:** MICH-STATE-POL  
**Salesperson:** WPG3  
**Shipping Method:** Net 30  
**Print Terms:**  
**Red Ship Date:** 10/28/2013  
**Harris Ord No.:** ORD6779-02434

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**Subtotal:** $312,300.00

**Remit Payment To:**

- **Electronic Funds Transfer (EFT):**
- **GCSD Mail Deposits:**
- **GCSD Overnight Deliveries:**

**Deposit:** $50.00

---

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** SHIPPER **

1. SHIPMENT NO. 1-1
   2. REFERENCE # 551N320055B
   3. CONTRACT NUMBER P.O. NUMBER
      MICH 558

4. SUPPLEMENTS & CHANGE ORDERS 6779-X953

5. SHIPPED VIA FEDEX - 2D

6. TRANSPORTED VIA

7. PAYMENT TERMS PREPAID

8. DATE SHIPPED 20-Nov-13

9. PAGE OF 1 1

10. SHIPMENT INITIATED BY JRUBEL JRUBEL@HARRIS.COM/309-7320

11. SHIPMENT AUTHORIZED BY SCURRY SCURRY@HARRIS.COM/309-7163

12. PRIME CONTRACTOR HARRIS CORPORATION, GCSD

13. PRIME CONTRACT ADMINISTERED BY

14. PAYMENT WILL BE MADE BY

15. SHIPPED FROM (IF OTHER THAN 11)

16. MARRIAGE FOR

17. SHIPPED TO

18. ITEM NO.
   19. DESCRIPTION
   20. QTY TO SHIP
   21. UNIT OF MEASURE
   22. UNIT PRICE
   23. EXTENDED PRICE

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24. REASON FOR SHIPMENT CONTRACTUAL

25. EXPORT INFO

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26. TOTAL VALUE OF SHIPMENT (USD): $169,500.00

27. SHIPPING INSPECTOR

28. DIMENSIONS

29. PACKAGED BY

30. REASON FOR SHIPMENT

31. NUMBER OF PIECES

32. SHIPPED VIA

33. PAYMENT TERMS

34. DATE SHIPPED 20-Nov-13

35. PAGE OF 1 1

36. MARRIAGE FOR

37. SHIPPED TO

38. ITEM NO.

39. DESCRIPTION

40. QTY TO SHIP

41. UNIT OF MEASURE

42. UNIT PRICE

43. EXTENDED PRICE

44. DIMS & TRACKING #’s:

1 CTN - 29 x 29 x 15 @ 54# - 7972 0666 0534
1 CTN - 29 x 29 x 15 @ 104# - 7972 0666 0280
1 CTN - 31 x 23 x 16 @ 75# - 7972 0666 0306
1 CTN - 31 x 23 x 16 @ 75# - 7972 0666 0876
From: Olivarez, Victoria (MSP) 
Sent: Thursday, January 23, 2014 8:46 AM 
To: Olivarez, Victoria (MSP) 
Subject: Re: Harris Corp. Invoice No. INV6779-03950

Ok to pay.

Detective Sergeant  
1st District HQ  
Michigan State Police  
7119 N Canal Rd  
Lansing, MI 48913

"A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY"

Sent from my 4G LTE DROID

"Olivarez, Victoria (MSP)" <OlivarezV1@michigan.gov> wrote:

Good Morning:

I received the e-mail below from Harris Corp. regarding a past due invoice. Please review the attached invoice and verify everything has been received. Once I hear back from you that everything is received and that the invoice can be paid I will give it to the secretary in Departmental Services Division to make payment. Please let me know if you approve the attached invoice for full or partial payment.

Thank you,

Vickie

From: Curry, Brian <bcurry@harris.com> 
Sent: Friday, January 17, 2014 2:57 PM 
To: Olivarez, Victoria (MSP) 
Cc: Zelazny, Crystal 
Subject: Harris Corp. Invoice No. INV6779-03950

Good afternoon Victoria,

Please be advised the subject invoice in the amount of $312,300 is 30-60 days past due. Attached is a copy of the invoice associated with purchase order 551N3200558. Please expedite payment and provide status thereof at your earliest
Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

CONFIDENTIALITY NOTICE: THIS EMAIL AND ANY ATTACHMENTS MAY CONTAIN MATERIAL THAT IS "HARRIS PROPRIETARY INFORMATION", CONFIDENTIAL, PRIVILEGED, AND/OR ATTORNEY WORK PRODUCT FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, RELIANCE, DISTRIBUTION, DISCLOSURE OR FORWARDING WITHOUT EXPRESSED PERMISSION IS STRICTLY PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CONTACT THE SENDER AND DELETE ALL COPIES WITHOUT READING, PRINTING, OR SAVING IN ANY MANNER. THANK YOU.
STATE OF MICHIGAN

REQUESTING DEPARTMENT OR AGENCY: DEPARTMENTAL SERVICES DIVISION
DEPARTMENT OF STATE POLICE
DEPARTMENTAL SERVICES DIVISION
FINANCIAL SERVICES SECTION
333 GRAND AVENUE
LANSING MI 48909

CONTACT: SECTION MANAGER DELIVERY REQUIRED AGENCY REF # REQ NO. ORDER DATE
517 241-1001 EXT: 11/25/13 55125000 551N3200558 07/24/13

HARRIS CORPORATION
P.O. BOX 9800
MELBOURNE FL 94065

CASH DISCOUNT: NET 30 DAYS
DELIVERY REQUIRED:
FREIGHT CARRIER:
F.O.B.: DELIVERED

VENDOR PHONE: (321) 309-7319

SHIP TO:
MICHIGAN DEPARTMENT OF STATE POLICE
S.I.D. - REGION 1 (LANSING)
TECHNICAL SERVICES UNIT (TSU)
4000 COLLINS ROAD
LANSING MI 48910

BILL TO:
MICHIGAN DEPARTMENT OF STATE POLICE
FIELD SERVICES BUREAU
ADMINISTRATIVE SECTION
PO BOX 30634
LANSING MI 48913

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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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**STATE OF MICHIGAN**

FORM DMB-287
(Rev 11/94)

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**ADDITIONAL REQUIREMENTS**:

VICTORIA OLIVAREZ  
BUYER MANAGER  
517-241-1064

**PURCHASE ORDER INSTRUCTIONS AND CONDITIONS**


2. SUBMIT TWO COPIES OF YOUR INVOICE TO THE "BILL TO" ADDRESS AS SHOWN. INVOICE MUST HAVE EITHER COMPANY NAME IMPRINTED OR A SIGNATURE. INVOICE MUST BE IN SUFFICIENT DETAIL FOR COMPARISON WITH THIS ORDER.

3. SUBMIT SEPARATE INVOICE FOR EACH SHIPMENT AND/OR ORDER PROMPTLY UPON SHIPMENT.

4. THE PURCHASE ORDER NUMBER MUST BE PLAINLY NOTED ON EACH INVOICE, ON ALL PACKAGES AND SHIPPING TAGS, AND ON ALL CORRESPONDENCE.
STATE OF MICHIGAN

PERTAINING TO THIS ORDER.

5. PACKING LIST MUST BE INCLUDED WITH EACH SHIPMENT.

6. QUESTIONS REGARDING PAYMENT OF THIS ORDER SHOULD BE DIRECTED TO THE PURCHASE ORDER "BILL TO" ADDRESS.

7. ALL CORRESPONDENCE OTHER THAN THAT REGARDING PAYMENT OF INVOICE RELATING TO THIS ORDER IS TO BE DIRECTED TO THE BUYER.

8. THIS ORDER IS A CONFIRMATION OF YOUR RECENT QUOTATION.

9. CANCELLATION OF CONTRACT (A) THE STATE MAY CANCEL THE CONTRACT FOR DEFAULT OF THE CONTRACTOR. DEFAULT IS DEFINED AS THE FAILURE OF THE CONTRACTOR TO FULFILL THE OBLIGATIONS OF THE QUOTATION OR CONTRACT. IN CASE OF DEFAULT BY THE CONTRACTOR, THE STATE MAY IMMEDIATELY AND/OR UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE CONTRACTOR CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES, AND PROCURE THE PRODUCTS AND/OR SERVICES FROM OTHER SOURCES, AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COSTS OCCASIONED THEREBY; (B) THE STATE MAY CANCEL THE CONTRACT IN THE EVENT THE STATE NO LONGER NEEDS THE SERVICES OR PRODUCTS SPECIFIED IN THE CONTRACT, OR IN THE EVENT PROGRAM CHANGES, CHANGES IN LAWS, RULES OR REGULATIONS, OR RELOCATION OF OFFICES OCCUR, OR IF PRICES FOR ADDITIONAL SERVICES REQUESTED BY THE STATE ARE NOT ACCEPTABLE TO THE STATE. THE STATE MAY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH CANCELLATION 30 DAYS PRIOR TO THE DATE OF CANCELLATION; (C) THE STATE MAY CANCEL THE CONTRACT FOR LACK OF FUNDING. THE CONTRACTOR ACKNOWLEDGES THAT, IF THIS CONTRACT EXTENDS FOR SEVERAL FISCAL YEARS, CONTINUATION OF THIS CONTRACT IS SUBJECT TO APPROPRIATION OF FUNDS FOR THIS PROJECT. IF FUNDS TO ENABLE THE STATE TO EFFECT CONTINUED PAYMENT UNDER THIS CONTRACT ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE, THE STATE SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT WITHOUT PENALTY AT THE END OF THE LAST PERIOD FOR WHICH FUNDS HAVE BEEN APPROPRIATED OR OTHERWISE MADE AVAILABLE BY GIVING WRITTEN NOTICE OF TERMINATION TO THE CONTRACTOR. THE STATE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE OF SUCH NON-APPROPRIATION WITHIN 30 DAYS AFTER IT RECEIVES NOTICE OF SUCH NON-APPROPRIATION; (D) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES IF THE CONTRACTOR, AN OFFICER OF THE CONTRACTOR, OR AN OWNER OF 25% OR GREATER SHARE OF THE CONTRACTOR, IS CONVICTED OF A CRIMINAL OFFENSE INCIDENT TO THE APPLICATION FOR OR PERFORMANCE OF A STATE, PUBLIC OR PRIVATE CONTRACT OR SUBCONTRACT; OR CONVICTED OF A CRIMINAL OFFENSE INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING: EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, ATTEMPTING TO INFLUENCE A PUBLIC EMPLOYEE TO BREACH TO ETHICAL CONDUCT STANDARDS FOR STATE OF MICHIGAN EMPLOYEES; CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES; OR CONVICTED OF ANY OTHER CRIMINAL OFFENSE WHICH IN THE SOLE DISCRETION OF THE STATE, REFLECTS ON THE CONTRACTOR'S BUSINESS INTEGRITY; (E) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT IN WHOLE OR IN PART BY GIVING NOTICE OF TERMINATION TO
THE CONTRACTOR IF ANY FINAL ADMINISTRATIVE OR JUDICIAL DECISION OR ADJUDICATION DISAPPROVES A PREVIOUSLY APPROVED REQUEST FOR PURCHASE OF PERSONAL SERVICES PURSUANT TO CONSTITUTION 1963, ARTICLE 11, SECTION 5, AND CIVIL SERVICE RULE 4-6; (F) THE STATE MAY, WITH 30 DAYS WRITTEN NOTICE TO THE CONTRACTOR, CANCEL THE CONTRACT IN THE EVENT PRICES PROPOSED FOR CONTRACT MODIFICATION/EXTENSION ARE UNACCEPTABLE TO THE STATE.

10. ALL GOODS ARE SUBJECT TO INSPECTION AND TESTING. IN THE EVENT GOODS ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP, OR OTHERWISE FAIL TO MEET THE REQUIREMENTS OF THE PURCHASE ORDER, THE STATE SHALL HAVE THE RIGHT TO REJECT THE GOODS OR RETAIN THE GOODS AND CORRECT THE DEFECTS. THE CONTRACTOR SHALL PAY THE STATE FOR EXPENSES INCURRED IN CORRECTING DEFECTS. REJECTED GOODS WILL BE HELD FOR 45 DAYS AFTER DELIVERY. THE CONTRACTOR MUST ARRANGE FOR THE RETURN OF SAID GOODS, INCLUDING PAYING FOR HANDLING, PACKING, AND TRANSPORTATION COSTS. THE STATE HAS THE AUTHORITY TO DISPOSE OF THE GOODS WITHOUT FURTHER LIABILITY TO THE STATE IN THE EVENT THE CONTRACTOR FAILS TO MAKE SUCH ARRANGEMENTS WITHIN THE SPECIFIED TIME PERIOD.

11. IN THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM, THE VENDOR AGREES NOT TO DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT, WITH RESPECT TO THEIR HIRE, TENURE, TERMS, CONDITIONS OR PRIVILEGES OF EMPLOYMENT, OR ANY MATTER DIRECTLY OR INDIRECTLY RELATED TO EMPLOYMENT, BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, HEIGHT, WEIGHT, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP OR DISABILITY. THE VENDOR FURTHER AGREES THAT EVERY SUBCONTRACT ENTERED INTO FOR THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM WILL CONTAIN A PROVISION REQUIRING NON-DISCRIMINATION IN EMPLOYMENT, AS HEREIN SPECIFIED, BINDING UPON EACH SUBCONTRACTOR. THIS COVENANT IS REQUIRED PURSUANT TO THE ELLIOTT LARSEN CIVIL RIGHTS ACT, 1976 PUBLIC ACT 453, AS AMENDED, MCL 37.1101, ET SEQ, AND ANY BREACH THEREOF MAY BE REGARDED AS A MATERIAL BREACH OF THE CONTRACT OR PURCHASE ORDER.

12. ALL CONTRACTS OR PURCHASE ORDERS ISSUED SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN. ANY DISPUTE ARISING HEREIN SHALL BE RESOLVED IN THE STATE OF MICHIGAN.

13. FOR AND IN CONSIDERATION OF THE OPPORTUNITY TO DO BUSINESS WITH THE STATE OF MICHIGAN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE VENDOR HEREBY Assigns, SELLS AND TRANSFERS TO THE STATE OF MICHIGAN ALL RIGHTS, TITLE AND INTEREST IN AND TO ALL CAUSES OF ACTION IT MAY HAVE UNDER THE ANTITRUST LAWS OF THE UNITED STATES OR THIS STATE FOR PRICE FIXING, WHICH CAUSES OF ACTION HAVE ACCRUED PRIOR TO THE DATE OF PAYMENT AND WHICH RELATE SOLELY TO THE PARTICULAR GOODS, COMMODITIES, OR SERVICES PURCHASED OR PROCURED BY THIS STATE PURSUANT TO THIS TRANSACTION.

14. PURSUANT TO ACT 278 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1980, THE STATE SHALL NOT AWARD A CONTRACT OR A SUBCONTRACT TO AN EMPLOYER WHO HAS BEEN SITED BY THE NATIONAL LABOR RELATIONS BOARD FAILING TO CORRECT AN UNFAIR LABOR PRACTICE COMPILED PURSUANT TO SECTION 2 OF THE ACT. A CONTRACTOR OF THE STATE, IN RELATION TO THAT CONTRACT SHALL NOT ENTER INTO A CONTRACT WITH A SUBCONTRACTOR
MANUFACTURER, OR SUPPLIER WHO IS SIMILARLY SITED. THE STATE MAY VOID A CONTRACT IF, SUBSEQUENT TO AWARD OF THE CONTRACT THE CONTRACTOR AS AN EMPLOYER, OR SUBCONTRACTOR, MANUFACTURER, OR SUPPLIER OF THE CONTRACTOR IS IDENTIFIED BY DELEG BUREAU OF EMPLOYMENT RELATIONS/MERC AS FAILING TO COMPLY WITH THIS ACT.

15. PUBLIC ACT 533 OF 2004 REQUIRES THAT PAYMENTS UNDER THIS CONTRACT BE PROCESSED BY ELECTRONIC FUNDS TRANSFER (EFT). CONTRACTOR IS REQUIRED TO REGISTER TO RECEIVE PAYMENTS BY EFT AT THE CONTRACT & PAYMENT EXPRESS WEBSITE (WWW.CPEXPRESS STATE.MI.US).

16. PUBLIC ACT 279 OF 1984 STATES THAT THE STATE SHALL TAKE ALL STEPS NECESSARY TO ASSURE THAT PAYMENT FOR GOODS OR SERVICES, IS MAILED WITHIN 45 DAYS AFTER RECEIPT OF THE GOODS OR SERVICES, A COMPLETE INVOICE FOR GOODS OR SERVICES, OR A COMPLETE CONTRACT FOR GOODS OR SERVICES, WHICHEVER IS LATER.

17. PURSUANT TO MCL 18.1470, THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET (DTMB) OR ITS DESIGNEE MAY AUDIT THE VENDOR TO VERIFY COMPLIANCE WITH THE PURCHASE ORDER. THE FINANCIAL AND ACCOUNTING RECORDS ASSOCIATED WITH THE PURCHASE ORDER SHALL BE MADE AVAILABLE TO DTMB OR ITS DESIGNEE AND THE AUDITOR GENERAL, UPON REQUEST, DURING THE TERM OF THE PURCHASE ORDER AND ANY EXTENSION OF THE PURCHASE ORDER AND FOR 3 YEARS AFTER THE LATER OF THE EXPIRATION DATE OR FINAL PAYMENT UNDER THE PURCHASE ORDER.

PRICED PER WRITTEN PRICE QUOTE # QTE6779-03883 AND # QTE6779-03890 FROM LESLIE ANN SEILER, HARRIS CORPORATION.

INVOICE WILL BE PAID WITHIN 30 DAYS OF RECEIPT OF INVOICE.

PARTIAL DELIVERIES OF PRODUCT IS ACCEPTABLE. PARTIAL PAYMENT WILL BE MADE FOR ITEMS THAT ARE RECEIVED AND PAYMENT WILL BE MADE FOR PARTIAL SHIPMENTS.

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PENALTY: FAILURE TO DELIVER MAY RESULT IN CANCELLATION OF ORDER OR CONTRACT

--- END OF DOCUMENT ---
See attached.

*Kelly S. Ferris, Acct Tech*
DTMB Financial Services – MSP Accounting
2nd Floor, Lewis Cass Bldg
Phone (517) 241-1574
Fax (517) 241-1859
ferrisk3@michigan.gov
VOUCHER NUMBER : 551V4300770 1099: DOC TYPE : VC  DUE DATE: 02/13/2014
ACTION INDICATOR : A  PDT: DA DMI : R INTF TYPE: VE  EFF DATE: 01/14/2014
STATUS : APPR  NOTE: N BANK ID : 000  PYMNT NO:
DEPARTMENT : 55125000 DEPARTMENTAL SERVICE  DOC REF NO:
AMOUNT VOUCHERED : 58,600.00 PART/FINAL: P (P/F)  CREATE: 01/14/14
PURCHASE ORDER NO : 551N3200558 CHANGE NO : 002  UPDATE: 01/14/14
INVOICE NUMBER : 551N3200558 MATCH TYPE: P1  POST :
VENDOR ID : 2340276860 HARRIS CORPORATION
ADDRESS : 016 : P.O. BOX 9800

CITY: MELBOURNE  ST: FL ZIP : 94065  CTRY: USA
VEN INVOICE DESC : SERVICE DATE: 01/14/2014
FREIGHT :

DISTRIBUTION METHOD: D  FCO: CLIENT/PATIENT NO: MUPC:
MASTER ACCOUNTING INFORMATION - DATE OF SERVICE :
SFX AGY AY INDEX PCA COBJ AOBJ GRANT PH PROJ PH AG1 AG2 AG3

F1-HELP  F3-DELETE  F5-NEXT  F6-VIEW DOC
F7-INTERAGY  F9-LINK  F10-SAVE  F11-VW ACCTG
E669 - VOUCHER IS SUBMITTED FOR APPROVAL PROCESSING
**Invoice**

**HARRIS CORPORATION**

P.O. Box 9800, M/S RS-11A
Melbourne, FL 32902-9800
PH: 800-351-5287, FAX: 321-309-7437, wpg@harris.com

---

**Bill To:**
Michigan State Police
Field Services Bureau
Administrative Section
PO Box 30894
Lansing MI 48913

---

**To:**
Michigan State Police
S.I.D. Region 1 (Lansing)
Technical Services Unit TSU
4000 Collins Road
Lansing MI 48910

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**Received**

Jan 14 2014

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**No. 2306 P. 3**

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**Invoice**

**Bill To:**
Michigan State Police  
Field Services Bureau  
Administrative Section  
PO Box 30634  
Lansing MI 48913

**Ship To:**
Michigan State Police  
S.I.D. Region 1 (Lansing)  
Technical Services Unit TSU  
4000 Collins Road  
Lansing MI 48910

---

**Disclosure:** The information contained in this document and anyPECTAL DATA ACCORDING TO THE DEPARTMENT OF COMMERCE, EXPORT ADMINISTRATION REGULATIONS (EAR), 15 CFR PARTS 730-774. THIS DOCUMENT AND THE INFORMATION IT CONTAINS MAY NOT BE EXPORTED OR SHARED WITH A FOREIGN NATIONAL WITHOUT VALID EXPORT AUTHORIZATION, BEFORE MAKING OR PERMITTING ANY DISCLOSURE OF THE DOCUMENT OR THE INFORMATION IT CONTAINS, WHETHER IN FULL OR IN PART, HARRIS SHALL GIVE TIMELY NOTICE AND THE OPPORTUNITY TO CHALLENGE SUCH DISCLOSURE UNDER APPLICABLE LAW.

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**Order No.:** INV8779-00960  
**Date:** 11/21/2013  
**No.:** 2306  
**P.:** 4

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**Total:** $4,000.00  
**Subtotal:** $4,000.00  
**Deposit:** $0.00  
**Balance:** $0.00

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**Remit Payment To:**  
**Electronic Funds Transfer (EFT):**  
**GCSD Mail Deposits:**  
**GCSD Overnight Deposits:**  
**Harris GCSD:**  
**GCSD:**  
**Wire Only:**  
**Check Only:**  
**Local Check:**  
**International:**  
**Payable To:**  
**Address:**

---

**Address:**  
**City:**  
**State:**  
**ZIP Code:**  
**Country:**

---

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

---

**HARRIS CORP · WIRELESS PRODUCTS GROUP**  
P.O. BOX 9800, M/S R5-11A  
MELBOURNE, FL 32902-9600  
**Phone:** 800-365-5287, **Fax:** 321-309-7437, **wpg@harris.com**
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1 CTN - 28 x 20 x 15 @ 104# - 7672 0688 0680
1 CTN - 31 x 23 x 16 @ 75# - 7972 0688 0306
1 CTN - 31 x 23 x 16 @ 75# - 7672 0688 0976
**Voucher Header Entry**

- **Voucher Number**: 551V4300772 1099
- **Doc Type**: VC
- **Due Date**: 02/13/2014
- **Action Indicator**: A
- **PDT**: DA DMI: R
- **Intf Type**: VE
- **Eff Date**: 01/14/2014
- **Status**: APPR
- **Note**: N
- **Bank ID**: 000
- **Pymnt No**: 55125000
- **Department**: DEPARTMENTAL SERVICE
- **Doc Ref No**: 002
- **Amount Vouchered**: 239,500.00
- **Part/Final**: P (P/F)
- **Create**: 01/14/14
- **Departmental Service Doc Ref No**: 239
- **Post**: 500.00
- **Vendor**: HARRIS CORPORATION
- **Address 016**: P.O. BOX 9800
- **City**: MELBOURNE
- **State**: FL
- **Zip**: 94065
- **Ctry**: USA
- **Invoice Number**: INV6779-04003
- **Change No**: 002
- **Match Type**: P1
- **Update**: 01/14/14
- **Invoice Description**: VEN INVOICE DESC
- **Freight**: 
- **Distribution Method**: D
- **FCO**: CLIENT/PATIENT NO: MUPC
- **Service Date**: 01/14/2014
- **Service Order**: SFX AGY AY INDEX PCA COBJ AOBJ GRANT PH PROJ PH AG1 AG2 AG3

**Master Accounting Information**

- **Date of Service**: 
- **SFX AGY AY INDEX PCA COBJ AOBJ GRANT PH PROJ PH AG1 AG2 AG3**

**Footer**

- **F1-HELP**
- **F3-DELETE**
- **F5-NEXT**
- **F6-VIEW DOC**
- **F7-INTERAGY**
- **F9-LINK**
- **F10-SAVE**
- **F11-VW ACCTG**

**Note**: Voucher is submitted for approval processing.
### Invoice

**Bill To:**
Michigan State Police  
Field Services Bureau  
Administrative Section  
PO Box 30694  
Lansing MI 48913

**Ship To:**
Michigan State Police  
S.I.D. Region 1 (Lansing)  
Technical Services Unit TSU  
4000 Collins Road  
Lansing MI 48910

**Harris Proprietary**

**Invoice Number:** 551N4300602  
**Invoice Date:** 05/14/2014  
**Amount:** $26,550.00

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**Total:** $26,550.00
**Harris Proprietary**

**HARRIS CORP - WIRELESS PRODUCTS GROUP**  
P.O. BOX 9600, MS R5-11A  
MELBOURNE, FL 32902-9600  
PH: 800-369-6287, FAX: 321-309-7437, wp@harris.com

---

**Invoice**

<table>
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| Michigan State Police  
Field Services Bureau  
Administrative Section  
PO Box 30834  
Lansing MI 48913 | Michigan State Police  
S.I.D. Region 1 (Lansing)  
Technical Services Unit TSU  
4000 Collins Road  
Lansing MI 48910 |

---

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**Remit Payment To:**  
Electronic Funds Transfer (EFT): Harris GOSD  
Harris GOSD -1B 0759

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**Total Value of Shipment (USD):** $242,780.00

**Export Info:**

**Reason for Export:**

**Contractual:**

**Shipping Date:**

**Number of Pieces:**

**Weight:**

**Shipment Number:**
**HARRIS PROPRIETARY**

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**Bill To:**
Michigan State Police
Field Services Bureau
Administrative Section
PO Box 30634
Lansing MI  48913

**Ship To:**
Michigan State Police
S.I.D. Region 1 (Lansing)
Technical Services Unit TSU
4000 Collins Road
Lansing MI  48910

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**Total Value of Shipment (USD):** $242,780.00

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**AES ITN:**

**INCQ:**

**ENTRY NUMBER:**

**Reason for Shipment:** Contractual

**Shipping Inspector:**

**Dimensions:** SKD 48 x 40 x 36 409 #
STATE OF MICHIGAN

REQUESTING DEPARTMENT OR AGENCY:
DEPARTMENTAL SERVICES DIVISION
DEPARTMENT OF STATE POLICE
DEPARTMENTAL SERVICES DIVISION
FINANCIAL SERVICES SECTION
333 GRAND AVENUE
LANSING
MI 48909

CONTACT: SECTION MANAGER
517 241-1001 EXT: 11/25/13
55125000 551N3200558 07/24/13

HARRIS CORPORATION
P.O. BOX 9800
MELBOURNE
FL 94065

BILL TO:
MICHIGAN DEPARTMENT OF STATE POLICE
S.I.D. - REGION 1 (LANSING)
TECHNICAL SERVICES UNIT (TSU)
4000 COLLINS ROAD
LANSING MI 48910

CASH DISCOUNT: NET 30 DAYS
DELIVERY REQUIRED:
FREIGHT CARRIER:
F.O.B.: DELIVERED

VENDOR PHONE: (321) 309-7319

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STATE OF MICHIGAN

FORM DMB-287

PURCHASE ORDER

PURCHASE ORDER NUMBER: 551N3200558

REV 11/94

ITEM | COMMODITY ID | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPILIES

16 | 680-87 | 1.00 | EA | 21,650.0000 | 21,650.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

17 | 680-87 | 4.00 | EA | 4,000.0000 | 16,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

TRAINING

GRAND TOTAL: 593,450.00

ADDITIONAL REQUIREMENTS:

VICTORIA OLIVAREZ
BUYER MANAGER
517-241-1064

PURCHASE ORDER INSTRUCTIONS AND CONDITIONS


2. SUBMIT TWO COPIES OF YOUR INVOICE TO THE "BILL TO" ADDRESS AS SHOWN. INVOICE MUST HAVE EITHER COMPANY NAME IMPRINTED OR A SIGNATURE. INVOICE MUST BE IN SUFFICIENT DETAIL FOR COMPARISON WITH THIS ORDER.

3. SUBMIT SEPARATE INVOICE FOR EACH SHIPMENT AND/OR ORDER PROMPTLY UPON SHIPMENT.

4. THE PURCHASE ORDER NUMBER MUST BE PLAINLY NOTED ON EACH INVOICE, ON ALL PACKAGES AND SHIPPING TAGS, AND ON ALL CORRESPONDENCE.
STATE OF MICHIGAN

FORM DMB-287

PURCHASE ORDER

NUMBER 551N3200558

PERTAINING TO THIS ORDER,

5. PACKING LIST MUST BE INCLUDED WITH EACH SHIPMENT.

6. QUESTIONS REGARDING PAYMENT OF THIS ORDER SHOULD BE DIRECTED TO THE PURCHASE ORDER "BILL TO" ADDRESS.

7. ALL CORRESPONDENCE OTHER THAN THAT REGARDING PAYMENT OF INVOICE RELATING TO THIS ORDER IS TO BE DIRECTED TO THE BUYER.

8. THIS ORDER IS A CONFIRMATION OF YOUR RECENT QUOTATION.

9. CANCELLATION OF CONTRACT (A) THE STATE MAY CANCEL THE CONTRACT FOR DEFAULT OF THE CONTRACTOR. DEFAULT IS DEFINED AS THE FAILURE OF THE CONTRACTOR TO FULFILL THE OBLIGATIONS OF THE QUOTATION OR CONTRACT. IN CASE OF DEFAULT BY THE CONTRACTOR, THE STATE MAY IMMEDIATELY AND/OR UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE CONTRACTOR CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES, AND PRODUCE THE PRODUCTS AND/OR SERVICES FROM OTHER SOURCES; AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COSTS OCCASIONED THEREBY. (B) THE STATE MAY CANCEL THE CONTRACT IN THE EVENT THE STATE NO LONGER NEEDS THE SERVICES OR PRODUCTS SPECIFIED IN THE CONTRACT, OR IN THE EVENT PROGRAM CHANGES, CHANGES IN LAWS, RULES OR REGULATIONS, OR RELOCATION OF OFFICES OCCUR, OR IF PRICES FOR ADDITIONAL SERVICES REQUESTED BY THE STATE ARE NOT ACCEPTABLE TO THE STATE. THE STATE MAY CANCEL THE CONTRACT WITHOUT LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH CANCELLATION 30 DAYS PRIOR TO THE DATE OF CANCELLATION; (C) THE STATE MAY CANCEL THE CONTRACT FOR LACK OF FUNDING, THE CONTRACTOR ACKNOWLEDGES THAT, IF THIS CONTRACT EXTENDS FOR SEVERAL FISCAL YEARS, CONTINUATION OF THIS CONTRACT IS SUBJECT TO APPROPRIATION OF FUNDS FOR THIS PROJECT, IF FUNDS TO ENABLE THE STATE TO EFFECT CONTINUED PAYMENT UNDER THIS CONTRACT ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE, THE STATE SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT WITHOUT PENALTY AT THE END OF THE LAST PERIOD FOR WHICH FUNDS HAVE BEEN APPROPRIATED OR OTHERWISE MADE AVAILABLE BY GIVING WRITTEN NOTICE OF TERMINATION TO THE CONTRACTOR. THE STATE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE OF SUCH NON-APPROPRIATION WITHIN 30 DAYS AFTER IT RECEIVES NOTICE OF SUCH NON-APPROPRIATION; (D) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES IF THE CONTRACTOR, AN OFFICER OF THE CONTRACTOR, OR AN OWNER OF 25% OR GREATER SHARE OF THE CONTRACTOR, IS CONVICTED OF A CRIMINAL OFFENSE INCIDENT TO THE APPLICATION FOR OR PERFORMANCE OF A STATE, PUBLIC OR PRIVATE CONTRACT OR SUBCONTRACT; OR CONVICTED OF A CRIMINAL OFFENSE INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING: EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, ATTEMPTING TO INFLUENCE A PUBLIC EMPLOYEE TO BREACH ETHICAL CONDUCT STANDARDS FOR STATE OF MICHIGAN EMPLOYEES; CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES; OR CONVICTED OF ANY OTHER CRIMINAL OFFENSE WHICH IN THE SOLE DISCRETION OF THE STATE, REFLECTS ON THE CONTRACTOR'S BUSINESS INTEGRITY; (E) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT IN WHOLE OR IN PART BY GIVING NOTICE OF TERMINATION TO
THE CONTRACTOR IF ANY FINAL ADMINISTRATIVE OR JUDICIAL DECISION OR ADJUDICATION DISAPPROVES A PREVIOUSLY APPROVED REQUEST FOR PURCHASE OF PERSONAL SERVICES PURSUANT TO CONSTITUTION 1963, ARTICLE 11, SECTION 5 AND CIVIL SERVICE RULE 4-6, THE STATE MAY, WITH 30 DAYS WRITTEN NOTICE TO THE CONTRACTOR, CANCEL THE CONTRACT IN THE EVENT PRICES PROPOSED FOR CONTRACT MODIFICATION/EXTENSION ARE UNACCEPTABLE TO THE STATE.

10. ALL GOODS ARE SUBJECT TO INSPECTION AND TESTING. IN THE EVENT GOODS ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP, OR OTHERWISE FAIL TO MEET THE REQUIREMENTS OF THE PURCHASE ORDER, THE STATE SHALL HAVE THE RIGHT TO REJECT THE GOODS OR RETAIN THE GOODS AND CORRECT THE DEFECTS. THE CONTRACTOR SHALL PAY THE STATE FOR EXPENSES INCURRED IN CORRECTING DEFECTS. REJECTED GOODS WILL BE HELD FOR 45 DAYS AFTER DELIVERY. THE CONTRACTOR MUST ARRANGE FOR THE RETURN OF SAID GOODS, INCLUDING PAYING FOR HANDLING, PACKING, AND TRANSPORTATION COSTS. THE STATE HAS THE AUTHORITY TO DISPOSE OF THE GOODS WITHOUT FURTHER LIABILITY TO THE STATE IN THE EVENT THE CONTRACTOR FAILS TO MAKE SUCH ARRANGEMENTS WITHIN THE SPECIFIED TIME PERIOD.

11. IN THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM, THE VENDOR AGREES NOT TO DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT, WITH RESPECT TO THEIR HIRE, TENURE, TERMS, CONDITIONS OR PRIVILEGES OF EMPLOYMENT, OR ANY MATTER DIRECTLY OR INDIRECTLY RELATED TO EMPLOYMENT, BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, HEIGHT, WEIGHT, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP OR DISABILITY. THE VENDOR FURTHER AGREES THAT EVERY SUBCONTRACT ENTERED INTO FOR THE PERFORMANCE OF ANY CONTRACT OR PURCHASE ORDER RESULTING HEREFROM WILL CONTAIN A PROVISION REQUIRING NON-DISCRIMINATION IN EMPLOYMENT, AS HEREIN SPECIFIED, BINDING UPON EACH SUBCONTRACTOR. THIS COVENANT IS REQUIRED PURSUANT TO THE ELLIOTT LARSEN CIVIL RIGHTS ACT, 1976 PUBLIC ACT 453, AS AMENDED, MCL 37.1101 ET SEQ, AND ANY BREACH THEREOF MAY BE REGARDED AS A MATERIAL BREACH OF THE CONTRACT OR PURCHASE ORDER.

12. ALL CONTRACTS OR PURCHASE ORDERS ISSUED SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN. ANY DISPUTE ARISING HEREFROM SHALL BE RESOLVED IN THE STATE OF MICHIGAN.

13. FOR AND IN CONSIDERATION OF THE OPPORTUNITY TO DO BUSINESS WITH THE STATE OF MICHIGAN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE VENDOR HEREBY Assigns, SELLS AND TRANSfers TO THE STATE OF MICHIGAN ALL RIGHTS, TITLE AND INTEREST IN AND TO ALL ACTIONS OF ACTION IT MAY HAVE UNDER THE ANTITRUST LAWS OF THE UNITED STATES OR THIS STATE FOR PRICE FIXING, WHICH CAUSES OF ACTION HAVE ACCRUED PRIOR TO THE DATE OF PAYMENT AND WHICH RELATE SOLELY TO THE PARTICULAR GOODS, COMMODITIES, OR SERVICES PURCHASED OR PURCHASED BY THIS STATE PURSUANT TO THIS TRANSACTION.

14. PURSUANT TO ACT 278 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1980, THE STATE SHALL NOT AWARD A CONTRACT OR A SUBCONTRACT TO AN EMPLOYER WHO HAS BEEN SITED BY THE NATIONAL LABOR RELATIONS BOARD FAILING TO CORRECT AN UNFAIR LABOR PRACTICE COMPILED PURSUANT TO SECTION 2 OF THE ACT. A CONTRACTOR OF THE STATE, IN RELATION TO THAT CONTRACT SHALL NOT ENTER INTO A CONTRACT WITH A SUBCONTRACTOR
MANUFACTURER, OR SUPPLIER WHO IS SIMILARLY SITED.
THE STATE MAY VOID A CONTRACT IF, SUBSEQUENT TO AWARD OF THE
CONTRACT THE CONTRACTOR AS AN EMPLOYER, OR
SUBCONTRACTOR, MANUFACTURER, OR SUPPLIER OF THE CONTRACTOR
IS IDENTIFIED BY DELEG BUREAU OF EMPLOYMENT RELATIONS/MERC
AS Failing TO COMPLY WITH THIS ACT.
15. PUBLIC ACT 533 OF 2004 REQUIRES THAT PAYMENTS UNDER THIS CONTRACT
BE PROCESSED BY ELECTRONIC FUNDS TRANSFER (EFT). CONTRACTOR IS
REQUIRED TO REGISTER TO RECEIVE PAYMENTS BY EFT AT THE CONTRACT &
PAYMENT EXPRESS WEBSITE (WWW.CPEXPRESS.STATE.MI.US).
16. PUBLIC ACT 279 OF 1984 STATES THAT THE STATE SHALL TAKE ALL STEPS
NECESSARY TO ASSURE THAT PAYMENT FOR GOODS OR SERVICES, IS MAILED
WITHIN 45 DAYS AFTER RECEIPT OF THE GOODS OR SERVICES, A
COMPLETE INVOICE FOR GOODS OR SERVICES, OR A COMPLETE CONTRACT
FOR GOODS OR SERVICES, WHICHEVER IS LATER.
17. PURSUANT TO MCL 18.1470, THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT
AND BUDGET (DTMB) OR ITS DESIGNEE MAY AUDIT THE VENDOR TO VERIFY
COMPLIANCE WITH THE PURCHASE ORDER, THE FINANCIAL AND ACCOUNTING
RECORDS ASSOCIATED WITH THE PURCHASE ORDER SHALL BE MADE AVAILABLE TO
DTMB OR ITS DESIGNEE AND THE AUDITOR GENERAL, UPON REQUEST, DURING
THE TERM OF THE PURCHASE ORDER AND ANY EXTENSION OF THE PURCHASE ORDER
AND FOR 3 YEARS AFTER THE LATER OF THE EXPIRATION DATE OR FINAL
PAYMENT UNDER THE PURCHASE ORDER.

PRICED PER WRITTEN PRICE QUOTE # QTE6779-03883 AND # QTE6779-03890
FROM LESLIE ANN SEILER, HARRIS CORPORATION.

INVOICE WILL BE PAID WITHIN 30 DAYS OF RECEIPT OF INVOICE.

PARTIAL DELIVERIES OF PRODUCT IS ACCEPTABLE. PARTIAL PAYMENT WILL
BE MADE FOR ITEMS THAT ARE RECEIVED AND PAYMENT WILL BE MADE FOR
PARTIAL SHIPMENTS.

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PENALTY: FAILURE TO DELIVER MAY RESULT IN CANCELLATION OF ORDER OR CONTRACT

--- END OF DOCUMENT ---
INVOICE DETAIL ENTRY

INVOICE SEQ : 551X3202836   INVOICE NUMBER: 551N3200558

PURCHASE ORDER: 551N3200558   REQ: 551N3200558   LINE NO : 007   U/M: EA
COMMODITY ID : 680-87   SURVEILLANCE AND COUNTERS
TOTAL REMAINING ON PO: 0.00   GST :   PST :
TOTAL AMOUNT INVOICED: 20,200.00

DESCRIPTION: BLOCK 001 OF 001

G692 - INQUIRY SUCCESSFUL, TRANSACTION READY FOR UPDATE
INVOICE SEQ : 551X4300602 INVOICE NUMBER: INV6779-04003

PURCHASE ORDER: 551N3200558 REQ: 551N3200558 LINE NO: 003 U/M: EA
COMMODITY ID: 680-87 SURVEILLANCE AND COUNTERS
TOTAL REMAINING ON PO: 0.00 GST : PST :
TOTAL AMOUNT INVOICED: 22,000.00

DESCRIPTION: BLOCK 001 OF 001
HARRIS CORP - WIRELESS PRODUCTS GROUP  
P.O. BOX 9800, M/S R5-11A  
MELBOURNE, FL 32902-9800  
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

**Bill To:**  
Michigan State Police  
Field Services Bureau  
Administrative Section  
PO Box 30634  
Lansing MI 48913

**Ship To:**  
Michigan State Police  
S.I.D. Region 1 (Lansing)  
Technical Services Unit TSU  
4000 Collins Road  
Lansing MI 48910

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# Invoice

**Bill To:**
Michigan State Police  
Field Services Bureau  
Administrative Section  
PO Box 30634  
Lansing MI 48913

**Ship To:**  
Michigan State Police  
S.I.D. Region 1 (Lansing)  
Technical Services Unit TSU  
4000 Collins Road  
Lansing MI 48910

---

**Disclosure:** This document is proprietary and contains Harris trade secret and confidential business or financial information exempt from disclosure under the Freedom of Information Act (FOIA). This document may contain technical data according to the Department of State, International Traffic in Arms Regulations (ITAR), 22 CFR Parts 123-130, and the Department of Commerce, Export Administration Regulations (EAR), 15 CFR Parts 730-774. The document and the information it contains may not be exported or shared with a foreign national without valid export authorization, before making or permitting any disclosure of this document or the information it contains, whether in full or in part, Harris shall be given timely notice and the opportunity to challenge such disclosure under applicable law.

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**Invoice**

**Bill To:**
Michigan State Police  
Field Services Bureau  
Administrative Section  
PO Box 30634  
Lansing MI 48913

**Ship To:**
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Technical Services Unit TSU  
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Lansing MI 48910

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ctn nn $312,300.00  
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- 1 CTN - 28 x 28 x 18 @ 104# - 7972 0666 0280
- 1 CTN - 31 x 23 x 16 @ 75# - 7972 0666 0306
- 1 CTN - 31 x 23 x 16 @ 75# - 7972 0666 0876

25. EXPORT INFO
   COUNTRY OF ORIGIN: AES
   AES XTN: EK633
   TOTAL VALUE OF SHIPMENT (USD): $169,500.00
   AES ITN: EK633
   LICENSE NUMBER:
   EXP DATE: 20-Nov-13
   LOGGED: 20-Nov-13
   INCO:
   ENTRY NUMBER:

26. REASON FOR SHIPMENT
   CONTRACTUAL

27. SHIPPING INSPECTOR
   309-7320

28. PACKAGED BY
   DATE
   AP 20-Nov-13

29. TYPED BY
   DATE
   rh! 20-Nov-13

30. NUMBER OF PIECES
   WEIGHT (pounds)

31. NUMBER OF PIECES
   10#
STATE OF MICHIGAN

PURCHASE ORDER

PURCHASE ORDER NUMBER 551N3200558

REQUESTING DEPARTMENT OR AGENCY: DEPARTMENTAL SERVICES DIVISION
DEPARTMENT OF STATE POLICE
DEPARTMENTAL SERVICES DIVISION
FINANCIAL SERVICES SECTION
333 GRAND AVENUE
LANSING MI 48909

CONTACT: SECTION MANAGER
517 241-1001 EXT:

DELIVERY REQUIRED:
11/25/13
AGENCY REF #: 55125000
REQ NO. #: 551N3200558
ORDER DATE: 07/24/13

HARRIS CORPORATION
P.O. BOX 9800
MELBOURNE, FL 32085

CASH DISCOUNT: NET 30 DAYS
DELIVERY REQUIRED:
FREIGHT CARRIER:
F.O.B.: DELIVERED

SHIP TO:
MICHIGAN DEPARTMENT OF STATE POLICE
S.I.D. - REGION 1 (LANSING)
TECHNICAL SERVICES UNIT (TSU)
4000 COLLINS ROAD
LANSING MI 48910

BILL TO:
MICHIGAN DEPARTMENT OF STATE POLICE
FIELD SERVICES BUREAU
ADMINISTRATIVE SECTION
PO BOX 30634
LANSING MI 48913

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## State of Michigan

### Purchase Order

**Purchase Order Number:** 551N3200558

### Item | Commodity ID | Quantity | Unit | Unit Price | Total Price
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15 | 680-87 | 1.00 | EA | 20,200.00 | 20,200.00
**Surveillance and Countersurveillance Equipment and Supplies**

16 | 680-87 | 1.00 | EA | 21,650.00 | 21,650.00
**Surveillance and Countersurveillance Equipment and Supplies**

17 | 680-87 | 4.00 | EA | 4,000.00 | 16,000.00
**Surveillance and Countersurveillance Equipment and Supplies**

**Training**

**Grand Total:** 593,450.00

### Additional Requirements:

- **Victoria Olivarez**
  - Buyer Manager
  - 517-241-1064

### Purchase Order Instructions and Conditions

1. **The State of Michigan is exempt from Federal Excise Tax, State and local sales tax, and use tax, and such taxes shall not be included in the invoice. Sales to the State of Michigan are not exempt from the Environmental Protection Regulatory Fee imposed pursuant to Section 8 of Act 152 of the Public Acts of the State of Michigan of 1989.**

2. Submit two copies of your invoice to the "Bill To" address as shown. Invoice must have either company name imprinted or a signature. Invoice must be in sufficient detail for comparison with this order.

3. Submit separate invoice for each shipment and/or order promptly upon shipment.

4. The purchase order number must be plainly noted on each invoice, on all packages and shipping tags, and on all correspondence.
Pertaining to this order.

5. Packing list must be included with each shipment.

6. Questions regarding payment of this order should be directed to the purchase order "bill to" address.

7. All correspondence other than that regarding payment of invoice relating to this order is to be directed to the buyer.

8. This order is a confirmation of your recent quotation.

9. Cancellation of contract (a) the State may cancel the contract for default of the contractor. Default is defined as the failure of the contractor to fulfill the obligations of the quotation or contract. In case of default by the contractor, the State may immediately and/or upon 30 days prior written notice to the contractor cancel the contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees, and procure the products and/or services from other sources, and hold the contractor responsible for any excess costs occasioned thereby; (b) the State may cancel the contract in the event the State no longer needs the services or products specified in the contract, or in the event program changes, changes in laws, rules or regulations, or relocation of offices occur, or if prices for additional services requested by the State are not acceptable to the State. The State may cancel the contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation; (c) the State may cancel the contract for lack of funding. The contractor acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to appropriation of funds for this project. If funds to enable the State to effect continued payment under this contract are not appropriated or otherwise made available, the State shall have the right to terminate this contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the contractor. The State shall give the contractor written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation; (d) the State may immediately cancel the contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees if the contractor, an officer of the contractor, or an owner of 25% or greater share of the contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the contractor's business integrity; (e) the State may immediately cancel the contract in whole or in part by giving notice of termination to
10. All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the purchase order, the state shall have the right to reject the goods or retain the goods and correct the defects. The contractor shall pay the state for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The state has the authority to dispose of the goods without further liability to the state in the event the contractor fails to make such arrangements within the specified time period.

11. In the performance of any contract or purchase order resulting herefrom, the vendor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The vendor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of the contract or purchase order.

12. All contracts or purchase orders issued shall be governed by, and construed in accordance with the laws of the state of Michigan. Any dispute arising herein shall be resolved in the state of Michigan.

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

14. Pursuant to Act 217 of the Public Acts of the state of Michigan of 1980, the state shall not award a contract or a subcontract to an employer who has been cited by the National Labor Relations Board failing to correct an unfair labor practice compiled pursuant to section 2 of the act. A contractor of the state, in relation to that contract shall not enter into a contract with a subcontractor...
MANUFACTURER, OR SUPPLIER WHO IS SIMILARLY SITED.
THE STATE MAY VOID A CONTRACT IF, SUBSEQUENT TO AWARD OF THE
CONTRACT THE CONTRACTOR AS AN EMPLOYER, OR
SUBCONTRACTOR, MANUFACTURER, OR SUPPLIER OF THE CONTRACTOR
IS IDENTIFIED BY DELEG BUREAU OF EMPLOYMENT RELATIONS/MBE
AS FAILING TO COMPLY WITH THIS ACT.

15. PUBLIC ACT 533 OF 2004 REQUIRES THAT PAYMENTS UNDER THIS CONTRACT
BE PROCESSED BY ELECTRONIC FUNDS TRANSFER (EFT). CONTRACTOR IS
REQUIRED TO REGISTER TO RECEIVE PAYMENTS BY EFT AT THE CONTRACT &
PAYMENT EXPRESS WEBSITE (WWW.CPEXPRESS.STATE.MI.US).

16. PUBLIC ACT 279 OF 1984 STATES THAT THE STATE SHALL TAKE ALL STEPS
NECESSARY TO ASSURE THAT PAYMENT FOR GOODS OR SERVICES, IS MAILED
WITHIN 45 DAYS AFTER RECEIPT OF THE GOODS OR SERVICES, A
COMPLETE INVOICE FOR GOODS OR SERVICES, OR A COMPLETE CONTRACT
FOR GOODS OR SERVICES, WHICHEVER IS LATER.

17. PURSUANT TO MCL 18.1470, THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT
AND BUDGET (DTMB) OR ITS DESIGNEE MAY AUDIT THE VENDOR TO VERIFY
COMPLIANCE WITH THE PURCHASE ORDER, THE FINANCIAL AND ACCOUNTING
RECORDS ASSOCIATED WITH THE PURCHASE ORDER SHALL BE MADE AVAILABLE TO
DTMB OR ITS DESIGNEE AND THE AUDITOR GENERAL, UPON REQUEST, DURING THE
TERM OF THE PURCHASE ORDER AND ANY EXTENSION OF THE PURCHASE ORDER
AND FOR 3 YEARS AFTER THE LATER OF THE EXPIRATION DATE OR FINAL
PAYMENT UNDER THE PURCHASE ORDER.

PRICED PER WRITTEN PRICE QUOTE # QTE6779-03883 AND # QTE6779-03890
FROM LESLIE ANN SEILER, HARRIS CORPORATION.

INVOICE WILL BE PAID WITHIN 30 DAYS OF RECEIPT OF INVOICE.

PARTIAL DELIVERIES OF PRODUCT IS ACCEPTABLE. PARTIAL PAYMENT WILL
BE MADE FOR ITEMS THAT ARE RECEIVED AND PAYMENT WILL BE MADE FOR
PARTIAL SHIPMENTS.

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PENALTY: FAILURE TO DELIVER MAY RESULT IN CANCELLATION OF ORDER OR CONTRACT

----- END OF DOCUMENT -----
Olivarez, Victoria (MSP)

From: Olivarez, Victoria (MSP)  
Sent: Thursday, January 23, 2014 8:46 AM  
To: Olivarez, Victoria (MSP)  
Subject: Re: Harris Corp. Invoice No. INV6779-03950

Ok to pay.

Detective Sergeant  
1st District HQ  
Michigan State Police  
7119 N Canal Rd  
Lansing, MI 48913

"A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY"

Sent from my 4G LTE DROID

"Olivarez, Victoria (MSP)" <OlivarezV1@michigan.gov> wrote:

Good Morning

I received the e-mail below from Harris Corp. regarding a past due invoice. Please review the attached invoice and verify everything has been received. Once I hear back from you that everything is received and that the invoice can be paid I will give it to the secretary in Departmental Services Division to make payment. Please let me know if you approve the attached invoice for full or partial payment.

Thank you,

Vickie

From: Curry, Brian [mailto:bcurry@harris.com]  
Sent: Friday, January 17, 2014 2:57 PM  
To: Olivarez, Victoria (MSP)  
Cc: Zelazny, Crystal  
Subject: Harris Corp. Invoice No. INV6779-03950

Good afternoon Victoria,

Please be advised the subject invoice in the amount of $312,300 is 30-60 days past due. Attached is a copy of the invoice.
Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

CONFIDENTIALITY NOTICE: THIS EMAIL AND ANY ATTACHMENTS MAY CONTAIN MATERIAL THAT IS "HARRIS PROPRIETARY INFORMATION", CONFIDENTIAL, PRIVILEGED, AND/OR ATTORNEY WORK PRODUCT FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, RELIANCE, DISTRIBUTION, DISCLOSURE OR FORWARDING WITHOUT EXPRESSED PERMISSION IS STRICTLY PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CONTACT THE SENDER AND DELETE ALL COPIES WITHOUT READING, PRINTING, OR SAVING IN ANY MANNER. THANK YOU.
**STATE OF MICHIGAN**

**PURCHASE ORDER**

**NUMBER** 551N3200558

---

**REQUESTING DEPARTMENT OR AGENCY:**
DEPARTMENTAL SERVICES DIVISION
DEPARTMENT OF STATE POLICE
DEPARTMENTAL SERVICES DIVISION
FINANCIAL SERVICES SECTION
333 GRAND AVENUE
LANSING MI 48909

---

**CONTACT: SECTION MANAGER**
517-241-1001 EXT: 11/25/13

**DELIVERY REQUIRED** 11/25/13

**AGENCY REF #** 55125000

**REQ NO.** 551N3200558

**ORDER DATE** 07/24/13

---

**VENDOR PHONE:** (321)309-7319

**SHIP TO:**
MICHIGAN DEPARTMENT OF STATE POLICE
S.I.D. - REGION 1 (LANSING)
TECHNICAL SERVICES UNIT (TSU)
4000 COLLINS ROAD
LANSING MI 48910

**BILL TO:**
MICHIGAN DEPARTMENT OF STATE POLICE
FIELD SERVICES BUREAU
ADMINISTRATIVE SECTION
PO BOX 30634
LANSING MI 48913

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**ITEM** | **COMMODITY ID** | **QUANTITY** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE**
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1 | 680-87 | 1.00 | EA | 169,500.0000 | 169,500.00

SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

2 | 680-87 | 1.00 | EA | 22,000.0000 | 22,000.00

SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

3 | 680-87 | 1.00 | EA | 22,000.0000 | 22,000.00

SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

4 | 680-87 | 1.00 | EA | 20,000.0000 | 20,000.00

SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

5 | 680-87 | 1.00 | EA | 18,550.0000 | 18,550.00

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## PURCHASE ORDER INSTRUCTIONS AND CONDITIONS

1. **THE STATE OF MICHIGAN IS EXEMPT FROM FEDERAL EXCISE TAX, STATE AND LOCAL SALES TAX, AND USE TAX, AND SUCH TAXES SHALL NOT BE INCLUDED IN THE INVOICE. SALES TO THE STATE OF MICHIGAN ARE NOT EXEMPT FROM THE ENVIRONMENTAL PROTECTION REGULATORY FEE IMPOSED PURSUANT TO SECTION 8 OF ACT 152 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1989.**

2. **SUBMIT TWO COPIES OF YOUR INVOICE TO THE "BILL TO" ADDRESS AS SHOWN. INVOICE MUST HAVE EITHER COMPANY NAME IMPRINTED OR A SIGNATURE. INVOICE MUST BE IN SUFFICIENT DETAIL FOR COMPARISON WITH THIS ORDER.**

3. **SUBMIT SEPARATE INVOICE FOR EACH SHIPMENT AND/OR ORDER PROMPTLY UPON SHIPMENT.**

4. **THE PURCHASE ORDER NUMBER MUST BE PLAINLY NOTED ON EACH INVOICE, ON ALL PACKAGES AND SHIPPING TAGS, AND ON ALL CORRESPONDENCE.**
PERTAINING TO THIS ORDER.

5. PACKING LIST MUST BE INCLUDED WITH EACH SHIPMENT.

6. QUESTIONS REGARDING PAYMENT OF THIS ORDER SHOULD BE DIRECTED TO THE PURCHASE ORDER "BILL TO" ADDRESS.

7. ALL CORRESPONDENCE OTHER THAN THAT REGARDING PAYMENT OF INVOICE RELATING TO THIS ORDER IS TO BE DIRECTED TO THE BUYER.

8. THIS ORDER IS A CONFIRMATION OF YOUR RECENT QUOTATION.

9. CANCELLATION OF CONTRACT (A) THE STATE MAY CANCEL THE CONTRACT FOR DEFAULT OF THE CONTRACTOR. DEFAULT IS DEFINED AS THE FAILURE OF THE CONTRACTOR TO FULFILL THE OBLIGATIONS OF THE QUOTATION OR CONTRACT. IN CASE OF DEFAULT BY THE CONTRACTOR, THE STATE MAY IMMEDIATELY AND/OR UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE CONTRACTOR CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES, AND PROVIDE THE PRODUCTS AND/OR SERVICES FROM OTHER SOURCES, AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COSTS OCCASIONED THEREBY; (B) THE STATE MAY CANCEL THE CONTRACT IN THE EVENT THE STATE NO LONGER NEEDS THE SERVICES OR PRODUCTS SPECIFIED IN THE CONTRACT, OR IN THE EVENT PROGRAM CHANGES, CHANGES IN LAWS, RULES OR REGULATIONS, OR RELOCATION OF OFFICES OCCUR, OR IF PRICES FOR ADDITIONAL SERVICES REQUESTED BY THE STATE ARE NOT ACCEPTABLE TO THE STATE. THE STATE MAY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH CANCELLATION 30 DAYS PRIOR TO THE DATE OF CANCELLATION; (C) THE STATE MAY CANCEL THE CONTRACT FOR LACK OF FUNDING. THE CONTRACTOR ACKNOWLEDGES THAT, IF THIS CONTRACT EXTENDS FOR SEVERAL FISCAL YEARS, CONTINUATION OF THIS CONTRACT IS SUBJECT TO APPROPRIATION OF FUNDS FOR THIS PROJECT. IF FUNDS TO ENABLE THE STATE TO EFFECT CONTINUED PAYMENT UNDER THIS CONTRACT ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE, THE STATE SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT WITHOUT PENALTY AT THE END OF THE LAST PERIOD FOR WHICH FUNDS HAVE BEEN APPROPRIATED OR OTHERWISE MADE AVAILABLE BY GIVING WRITTEN NOTICE OF TERMINATION TO THE CONTRACTOR. THE STATE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE OF SUCH NON-APPROPRIATION WITHIN 30 DAYS AFTER IT RECEIVES NOTICE OF SUCH NON-APPROPRIATION; (D) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES IF THE CONTRACTOR, AN OFFICER OF THE CONTRACTOR, OR AN OWNER OF 25% OR GREATER SHARE OF THE CONTRACTOR, IS CONVICTED OF A CRIMINAL OFFENSE INCIDENT TO THE APPLICATION FOR OR PERFORMANCE OF A STATE, PUBLIC OR PRIVATE CONTRACT OR SUBCONTRACT; OR CONVICTED OF A CRIMINAL OFFENSE INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING: EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, ATTEMPTING TO INFLUENCE A PUBLIC EMPLOYEE TO BREACH ETHICAL CONDUCT STANDARDS FOR STATE OF MICHIGAN EMPLOYEES; CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES; OR CONVICTED OF ANY OTHER CRIMINAL OFFENSE WHICH IN THE SOLE DISCRETION OF THE STATE, REFLECTS ON THE CONTRACTOR'S BUSINESS INTEGRITY; (E) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT IN WHOLE OR IN PART BY GIVING NOTICE OF TERMINATION TO
10. All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the purchase order, the State shall have the right to reject the goods or retain the goods and correct the defects. The contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the contractor fails to make such arrangements within the specified time period.

11. In the performance of any contract or purchase order resulting herefrom, the vendor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The vendor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larson Civil Rights Act, 1976 Public Act 453 as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the contract or purchase order.

12. All contracts or purchase orders issued shall be governed by, and construed in accordance with the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

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

14. Pursuant to Act 278 of the Public Acts of the State of Michigan of 1980, the State shall not award a contract or a subcontract to an employer who has been cited by the National Labor Relations Board failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. A contractor of the State, in relation to that contract shall not enter into a contract with a subcontractor
MANUFACTURER, OR SUPPLIER WHO IS SIMILARLY SITED.
The state may void a contract if, subsequent to award of the
contract the contractor as an employer, or
subcontractor, manufacturer, or supplier of the contractor
is identified by deleg bureau of employment relations/merc
as failing to comply with this act.

15. Public act 533 of 2004 requires that payments under this contract
be processed by electronic funds transfer (eft). contractor is
required to register to receive payments by eft at the contract &
payment express website (www.cpeexpress.state.mi.us).

16. Public act 279 of 1984 states that the state shall take all steps
necessary to assure that payment for goods or services, is mailed
within 45 days after receipt of the goods or services, a
complete invoice for goods or services, or a complete contract
for goods or services, whichever is later.

17. Pursuant to mcl 18.1470, the department of technology, management
and budget (dtmb) or its designee may audit the vendor to verify
compliance with the purchase order. the financial and accounting
records associated with the purchase order shall be made available to
dtmb or its designee and the auditor general, upon request, during the
term of the purchase order and any extension of the purchase order
and for 3 years after the later of the expiration date or final
payment under the purchase order.

Priced per written price quote # qte6779-03883 and # qte6779-03890
from leslie ann seiler, harris corporation.

Invoice will be paid within 30 days of receipt of invoice.

Partial deliveries of product is acceptable. partial payment will
be made for items that are received and payment will be made for
partial shipments.

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Penalty: failure to deliver may result in cancellation of order or contract

--- END OF DOCUMENT ---
DOCUMENT TRACKING INQUIRY

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PROD

DOC NO: V4300770

FY: 14

STATUS: Y

ARCHIVE REF NO:

DATE: 01/14/14

TYPE: A

NO: D2Q

DAT

TIME

AGY CODE USER ID

DATE

TIME

AGY CODE USER ID

01/16/14 10:32:51 000 100 #071KSF

01/16/14 10:32:51 000 123 #071KSF

Z06 RECORD SUCCESSFULLY RECALLED

* NO MORE ACTIONS *

F1-HELP  F2-DOC APPROVALS  F4-RECALL BATCH  F6-DETAILS  F8-NEXT PAGE

F9-INTERRUPT  F12-HEADERS  ENTER-INQUIRE  CLEAR-EXIT
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F7-PRIOR PG  F8-NEXT PG  F9-LINK
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Good Morning

I received the e-mail below from Harris Corp. regarding a past due invoice. Please review the attached invoice and verify everything has been received. Once I hear back from you that everything is received and that the invoice can be paid I will give it to the secretary in Departmental Services Division to make payment. Please let me know if you approve the attached invoice for full or partial payment.

Thank you,

Vickie

---

Good afternoon Victoria,

Please be advised the subject invoice in the amount of $312,300 is 30-60 days past due. Attached is a copy of the invoice associated with purchase order 551N326558. Please expedite payment and provide status thereof at your earliest convenience.

Thank you.

Brian W. Curry

Contracts Manager

Harris Corporation, GCS

Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

CONFIDENTIALITY NOTICE: THIS EMAIL AND ANY ATTACHMENTS MAY CONTAIN MATERIAL THAT IS "HARRIS PROPRIETARY INFORMATION", CONFIDENTIAL, PRIVILEGED, AND/OR ATTORNEY WORK PRODUCT FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, RELIANCE, DISTRIBUTION, DISCLOSURE OR FORWARDING WITHOUT EXPRESSED PERMISSION IS STRICTLY PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CONTACT THE SENDER AND DELETE ALL COPIES WITHOUT READING, PRINTING, OR SAVING IN ANY MANNER. THANK YOU.
Good afternoon Victoria,

Please be advised the subject invoice in the amount of $312,300 is 30-60 days past due. Attached is a copy of the invoice associated with purchase order 551N3200558. Please expedite payment and provide status thereof at your earliest convenience.

Thank you.

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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STATE OF MICHIGAN

REQUESTING DEPARTMENT OR AGENCY:
DEPARTMENTAL SERVICES DIVISION
DEPARTMENT OF STATE POLICE
DEPARTMENTAL SERVICES DIVISION
FINANCIAL SERVICES SECTION
333 GRAND AVENUE
LANSING MI 48909

CONTACT: SECTION MANAGER
DEVELOPMENT REQUIRED AGENCY REF #
517 241-1001 EXT: 11/25/13
55125000 551N3200558 07/24/13

HARRIS CORPORATION
P.O. BOX 9800
MELBOURNE FL 94065

CASH DISCOUNT: NET 30 DAYS
DELIVERY REQUIRED: FREIGHT CARRIER:
F.O.B. : DELIVERED

VENDOR PHONE: (321)309-7319

SHIP TO:
MICHIGAN DEPARTMENT OF STATE POLICE
S.I.D. - REGION 1 (LANSING)
TECHNICAL SERVICES UNIT (TSU)
4000 COLLINS ROAD
LANSING MI 48910

BILL TO:
MICHIGAN DEPARTMENT OF STATE POLICE
FIELD SERVICES BUREAU
ADMINISTRATIVE SECTION
PO BOX 30634
LANSING MI 48913

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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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STATE OF MICHIGAN

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ADDITIONAL REQUIREMENTS :

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VICTORIA OLIVAREZ
BUYER MANAGER
517-241-1064

PURCHASE ORDER INSTRUCTIONS AND CONDITIONS


2. SUBMIT TWO COPIES OF YOUR INVOICE TO THE "BILL TO" ADDRESS AS SHOWN. INVOICE MUST HAVE EITHER COMPANY NAME IMPRINTED OR A SIGNATURE. INVOICE MUST BE IN SUFFICIENT DETAIL FOR COMPARISON WITH THIS ORDER.

3. SUBMIT SEparate INVOICE FOR EACH SHIPMENT AND/OR ORDER PROMPTLY UPON SHIPMENT.

4. THE PURCHASE ORDER NUMBER MUST BE PLAINLY NOTED ON EACH INVOICE, ON ALL PACKAGES AND SHIPPING TAGS, AND ON ALL CORRESPONDENCE.
STATE OF MICHIGAN

FORM DMB-287
PURCHASE ORDER
NUMBER 551N3200558

(REV 11/94)

DMB- 287

9. CANCELLATION OF CONTRACT (A) THE STATE MAY CANCEL THE CONTRACT FOR DEFAULT OF THE CONTRACTOR. DEFAULT IS DEFINED AS THE FAILURE OF THE CONTRACTOR TO FULFILL THE OBLIGATIONS OF THE QUOTATION OR CONTRACT. IN CASE OF DEFAULT BY THE CONTRACTOR, THE STATE MAY IMMEDIATELY AND/OR UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE CONTRACTOR CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES, AND PRODUCE THE PRODUCTS AND/OR SERVICES FROM OTHER SOURCES, AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COSTS OCCASIONED THEREBY; (B) THE STATE MAY CANCEL THE CONTRACT IN THE EVENT THE STATE NO LONGER NEEDS THE SERVICES OR PRODUCTS SPECIFIED IN THE CONTRACT, OR IN THE EVENT PROGRAM CHANGES, CHANGES IN LAWS, RULES OR REGULATIONS, OR RELOCATION OF OFFICES OCCUR, OR IF PRICES FOR ADDITIONAL SERVICES REQUESTED BY THE STATE ARE NOT ACCEPTABLE TO THE STATE. THE STATE MAY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH CANCELLATION 30 DAYS PRIOR TO THE DATE OF CANCELLATION; (C) THE STATE MAY CANCEL THE CONTRACT FOR LACK OF FUNDING. THE CONTRACTOR ACKNOWLEDGES THAT, IF THIS CONTRACT EXTENDS FOR SEVERAL FISCAL YEARS, CONTINUATION OF THIS CONTRACT IS SUBJECT TO APPROPRIATION OF FUNDS FOR THIS PROJECT. IF FUNDS TO ENABLE THE STATE TO EFFECT CONTINUED PAYMENT UNDER THIS CONTRACT ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE, THE STATE SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT WITHOUT PENALTY AT THE END OF THE LAST PERIOD FOR WHICH FUNDS HAVE BEEN APPROPRIATED OR OTHERWISE MADE AVAILABLE BY GIVING WRITTEN NOTICE OF TERMINATION TO THE CONTRACTOR. THE STATE SHALL GIVE THE CONTRACTOR WRITTEN NOTICE OF SUCH NON-APPROPRIATION WITHIN 30 DAYS AFTER IT RECEIVES NOTICE OF SUCH NON-APPROPRIATION; (D) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT WITHOUT FURTHER LIABILITY TO THE STATE, ITS DEPARTMENTS, DIVISIONS, AGENCIES, SECTIONS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES IF THE CONTRACTOR, AN OFFICER OF THE CONTRACTOR, OR AN OWNER OF 25% OR GREATER SHARE OF THE CONTRACTOR, IS CONVICTED OF A CRIMINAL OFFENSE INCIDENT TO THE APPLICATION FOR OR PERFORMANCE OF A STATE, PUBLIC OR PRIVATE CONTRACT OR SUBCONTRACT; OR CONVICTED OF A CRIMINAL OFFENSE INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING: EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSE ACKNOWLEDGMENT OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, ATTEMPTING TO INFLUENCE A PUBLIC EMPLOYEE TO BREACH ETHICAL CONDUCT STANDARDS FOR STATE OF MICHIGAN EMPLOYEES; CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES; OR CONVICTED OF ANY OTHER CRIMINAL OFFENSE WHICH IN THE SOLE DISCRETION OF THE STATE, REFLECTS ON THE CONTRACTOR'S BUSINESS INTEGRITY; (E) THE STATE MAY IMMEDIATELY CANCEL THE CONTRACT IN WHOLE OR IN PART BY GIVING NOTICE OF TERMINATION TO

5. PACKING LIST MUST BE INCLUDED WITH EACH SHIPMENT.

6. QUESTIONS REGARDING PAYMENT OF THIS ORDER SHOULD BE DIRECTED TO THE PURCHASE ORDER "BILL TO" ADDRESS.

7. ALL CORRESPONDENCE OTHER THAN PAYMENT OF INVOICE RELATING TO THIS ORDER IS TO BE DIRECTED TO THE BUYER.

8. THIS ORDER IS A CONFIRMATION OF YOUR RECENT QUOTATION.
10. All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the purchase order, the state shall have the right to reject the goods or retain the goods and correct the defects. The contractor shall pay the state for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The state has the authority to dispose of the goods without further liability to the state in the event the contractor fails to make such arrangements within the specified time period.

11. In the performance of any contract or purchase order resulting herefrom, the vendor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The vendor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of the contract or purchase order.

12. All contracts or purchase orders issued shall be governed by, and construed in accordance with the laws of the state of Michigan. Any dispute arising herein shall be resolved in the state of Michigan.

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

14. Pursuant to Act 278 of the Public Acts of the State of Michigan of 1980, the state shall not award a contract or a subcontract to an employer who has been cited by the National Labor Relations Board failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A contractor of the state, in relation to that contract shall not enter into a contract with a subcontractor
MANUFACTURER, OR SUPPLIER WHO IS SIMILARLY SITED.
THE STATE MAY VOID A CONTRACT IF, SUBSEQUENT TO AWARD OF THE
CONTRACT THE CONTRACTOR AS AN EMPLOYER, OR
SUBCONTRACTOR, MANUFACTURER, OR SUPPLIER OF THE CONTRACTOR
IS IDENTIFIED BY DELEG BUREAU OF EMPLOYMENT RELATIONS/MERC
AS FAILING TO COMPLY WITH THIS ACT.

15. PUBLIC ACT 533 OF 2004 REQUIRES THAT PAYMENTS UNDER THIS CONTRACT
BE PROCESSED BY ELECTRONIC FUNDS TRANSFER (EFT). CONTRACTOR IS
REQUIRED TO REGISTER TO RECEIVE PAYMENTS BY EFT AT THE CONTRACT &
PAYMENT EXPRESS WEBSITE (WWW.CP EXPRESS.STA TE.M I.US).

16. PUBLIC ACT 279 OF 1984 STATES THAT THE STATE SHALL TAKE ALL STEPS
NECESSARY TO ASSURE THAT PAYMENT FOR GOODS OR SERVICES, IS MAILED
WITHIN 45 DAYS AFTER RECEIPT OF THE GOODS OR SERVICES, A
COMPLETE INVOICE FOR GOODS OR SERVICES, OR A COMPLETE CONTRACT
FOR GOODS OR SERVICES, WHICHER I S LATER.

17. PURSUANT TO MCL 18.1470, THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT
AND BUDGET (DTMB) OR ITS DESIGNEE MAY AUDIT THE VENDOR TO VERIFY
COMPLIANCE WITH THE PURCHASE ORDER. THE FINANCIAL AND ACCOUNTING
RECORDS ASSOCIATED WITH THE PURCHASE ORDER SHALL BE MADE AVAILABLE TO
DTMB OR ITS DESIGNEE AND THE AUDITOR GENERAL, UPON REQUEST, DURING THE
TERM OF THE PURCHASE ORDER AND ANY EXTENSION OF THE PURCHASE ORDER
AND FOR 3 YEARS AFTER THE LATER OF THE EXPIRATION DATE OR FINAL
PAYMENT UNDER THE PURCHASE ORDER.

PRICED PER WRITTEN PRICE QUOTE # QTE6779-03883 AND # QTE6779-03890
FROM LESLIE ANN SEILER, HARRIS CORPORATION.

INVOICE WILL BE PAID WITHIN 30 DAYS OF RECEIPT OF INVOICE.

PARTIAL DELIVERIES OF PRODUCT IS ACCEPTABLE. PARTIAL PAYMENT WILL
BE MADE FOR ITEMS THAT ARE RECEIVED AND PAYMENT WILL BE MADE FOR
PARTIAL SHIPMENTS.

ACCOUNTING INFORMATION :
SX AGY Y INDEX PCA COBJ AOBJ GRANT PH PROJ PH AG1 AG2 AG3 TOTAL
01 551 3 31000 43801 6500 105200.00
02 551 3 31000 43840 6500 163300.00
03 551 3 31000 43640 6245 64000.00
04 551 3 41000 43840 6500 18550.00
05 551 3 31000 43840 6125 4000.00
06 551 3 44500 42642 6500 96571.00
07 551 3 31000 43810 6500 83829.00
08 551 3 31000 43810 6245 42000.00
09 551 3 31000 43810 6125 16000.00

PENALTY: FAILURE TO DELIVER MAY RESULT IN CANCELLATION OF ORDER OR CONTRACT

--- END OF DOCUMENT ---
**HARRIS Proprietary**

**HARRIS CORP - WIRELESS PRODUCTS GROUP**
P.O. BOX 9800, M/S R5-11A
MELBOURNE, FL 32902-9800
PH: 800-358-5297, FAX: 321-309-7437,wpg@harris.com

---

**Invoice**

**Bill To:**
Michigan State Police  
Field Services Bureau  
Administrative Section  
PO Box 30634  
Lansing MI 48913

**Ship To:**
Michigan State Police  
S.I.D. Region 1 (Lansing)  
Technical Services Unit TSU  
4000 Collins Road  
Lansing MI 48910

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<table>
<thead>
<tr>
<th>Purchase Order No.</th>
<th>Customer ID</th>
<th>Salesperson</th>
<th>Shipping Method</th>
<th>Pmt Terms</th>
<th>Req Ship Date</th>
<th>Harris Ord No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>551N3200558</td>
<td>MICH-STATE-POL</td>
<td>WPG3</td>
<td>Net 30</td>
<td>10/28/2013</td>
<td>ORD6779-02434</td>
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</table>

<table>
<thead>
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<th>Shipped</th>
<th>B/O</th>
<th>Item Number</th>
<th>Description</th>
<th>Discount</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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<td></td>
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<tr>
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<td></td>
<td>Serial Number</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

The above software license is a no charge line item for:

| 1       | 1       |     |             | Serial Number |          | $22,000.00 | $22,000.00 |
| 1       | 1       |     |             | Serial Number |          | $22,000.00 | $22,000.00 |
| 1       | 1       |     |             | Serial Number |          | $20,000.00 | $20,000.00 |
| 1       | 1       |     |             | Serial Number |          | $20,200.00 | $20,200.00 |

| 1       | 1       |     |             |             |          | $18,550.00 | $0.00     |
| 1       | 1       |     |             |             |          | $20,200.00 | $20,200.00 |
**Invoice**

**Bill To:**
Michigan State Police
Field Services Bureau
Administrative Section
PO Box 30634
Lansing MI 48913

**Ship To:**
Michigan State Police
S.I.D. Region 1 (Lansing)
Technical Services Unit TSU
4000 Collins Road
Lansing MI 48910

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<tr>
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<td>1</td>
<td></td>
<td>TRAIN-MLB</td>
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HARRIS CORP - WIRELESS PRODUCTS GROUP  
P.O. BOX 9800, M/S R5-11A  
MELBOURNE, FL 32902-9800  
PH: 800-358-5297, FAX: 321-309-7437, wpg@harris.com

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</tbody>
</table>

Ordered | Shipped | B/O | Item Number | Description | Discount | Unit Price | Ext. Price |
---|---|---|---|---|---|---|---|
4 | 4 | | TRAIN-MLB | Training - Melbourne (tuition only) | | $4,000.00 | $0.00 |

Remit Payment To:  
Electronic Funds Transfer (EFT):  
GCSD Mail Deposits:  
Harris GCSD  
P.O. Box 7247 - LB 6759  
Philadelphia, PA 19170-6759  
ABA Rg No: 021959069  
Harris Tax ID# 34-0276860

Subtotal | $312,300.00
Deposit | $0.00
Misc | $0.00
Tax | $0.00
Freight | $0.00
Trade Discount | $0.00
Purchase Price | $312,300.00

Please reference the Invoice number with your payment.
11- SHIPPED VIA
FEDEX - 2D

** SEE BELOW

12. PAYMENT TERMS
PREPAID

13. DATE SHIPPED
20-Nov-13

14. SHIPMENT INITIATED BY
JRUBL (JRUBL@HARRIS.COM/309-7320)

15. SHIPMENT AUTHORIZED BY
SCURRY (SCURRY@HARRIS.COM/309-7163)

16. PAYMENT WILL BE MADE BY

17. SHIPPED FROM (IF OTHER THAN 11)
HARRIS CORPORATION, GCSD
407 N. JOHN RODES BLVD
MELBOURNE, FL 32934

18. MARKED FOR

MICHIGAN DEPT OF STATE POLICE
ATTN:
SID - REGION 1 (LANSING) TSU
4000 COLLINS ROAD
LANSING, MI 48910

19. ITEM NO.
20. DESCRIPTION
21. QTY TO SHIP
22. UNIT OF MEASURE
23. UNIT PRICE
24. EXTENDED PRICE

001
002
003
004
005
006
007
008
009

1 EA $169,500.00
1 EA $0.00
1 EA $0.00
1 EA $22,000.00
1 EA $22,000.00
1 EA $20,000.00
1 EA $20,000.00
1 EA $20,000.00
1 EA $38,400.00

001
002
003
004
005
006
007
008
009

1 CTN - 29 x 29 x 15 @ 54# - 7972 0666 0534
1 CTN - 28 x 28 x 18 @ 104# - 7972 0666 0280
1 CTN - 31 x 23 x 16 @ 75# - 7972 0666 0306
1 CTN - 31 x 23 x 16 @ 75# - 7972 0666 0876

DIMENSIONS & TRACKING #s:

COUNTRY OF ORIGIN:

TOTAL VALUE OF SHIPMENT (USD):

LICENSE NUMBER:

AES XTN:

AES ITN:

INCO:

ENTRY NUMBER:

PACKAGED BY

DATE

SHIPPING INSPECTOR

** SEE ABOVE

M. STAZENSK 0239 20-Nov-13

** SEE ABOVE

NUMBER OF PIECES

WEIGHT (pounds)

CTNS

308#
Good Morning Brian,

Payments have been made on the following invoices.

- Inv. 6779-03950 payment for $253,700 was issued yesterday and the payment/warrant number is 062525563. This payment was made as an EFT payment
- Inv. 6779-03950 payment for $58,600 is scheduled to be paid on 02/13/14 as an EFT payment
- Inv. 6779-04003 payment for $239,500 is scheduled to be paid on 02/13/14 as an EFT payment

If you have any questions, please contact me.

Vickie
Good afternoon Victoria,

Please be advised the subject invoice in the amount of $312,300 is 30-60 days past due. Attached is a copy of the invoice associated with purchase order 551N3200558. Please expedite payment and provide status thereof at your earliest convenience.

Thank you.

Brian W. Curry

Contracts Manager
Harris Corporation, GCS
Office: (321) 309-7163
E-Fax: (321) 726-3123
E-Mail: brian.curry@harris.com

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Below is a screen print of this PO, the area in red does show that this PO is closed. Unfortunately, I am not able to modify a close PO. Based on the closed status of the PO listed below the State of Michigan considers this PO closed.

Vickie

Vickie

I apologize for your multiple phone calls, I recently moved office locations and have a new phone number (see below).

The State does not plan to spend the balance of $4,000 (line item 4); therefore, Harris will need a revised purchase order de-booking that amount.
Please let me know if you have any questions.

w/r,

Brian W. Curry

Contracts Manager
Government Communications Systems
Harris Corporation
Office - 321.729.3803
E-mail - brian.curry@harris.com

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From: Olivarez, Victoria (MSP) [mailto:OlivarezV1@michigan.gov]
Sent: Tuesday, November 11, 2014 1:43 PM
To: Curry, Brian
Subject: FW: Michigan State Police

Good Afternoon Mr. Curry,

I have attempted to contact you several times by telephone and have not been able to reach you to discuss the $4,000 remaining balance on a purchase order for training. Please contact me and we can discuss any issue that you have regarding this PO.

Thank you,

Vickie

Victoria Olivarez
Buyer Manager
Departmental Services Division
Michigan State Police
P.O. Box 30634
Lansing, MI 48909-0634
TX: 517-241-1064
FAX: 517-241-1080

From:
Sent: Monday, October 20, 2014 10:46 AM
To: Olivarez, Victoria (MSP)
Subject: FW: Michigan State Police

Vickie,

Please see below. Is this something that you could handle?
From: Rosenblatt, David [mailto:drosenbl@harris.com]
Sent: Monday, October 20, 2014 10:32 AM
To: Curry, Brian
Cc: Curry, Brian
Subject: Michigan State Police

Sean,

Regarding the funding of $4000.00 for the training that was never used, could you ask your procurement team to contact Brian Curry in our Contracts Department. He is at brian.curry@harris.com or 321-309-7163

We will need to complete a modification.

Thank you,
Dave

David Rosenblatt
Harris Corporation
Wireless Products Group
443.829.0960
david.rosenblatt@harris.com
WPG Premier Website

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ARTICLE 3
OPERATIONAL RULES

FOR MEMBERS COVERED BY COLLECTIVE BARGAINING AGREEMENTS,
THIS ARTICLE IS SUPERSEDED BY THE CONTRACT IN AREAS OF CONFLICT.

SEMIL-MILITARY ORGANIZATION

Section 3.1 The Michigan State Police is a paramilitary organization within which the practice of select military courtesies and customs is essential to efficiency and discipline. All enforcement members shall conduct themselves in accordance with this concept.

MILITARY COURTESY

Section 3.2 Uniformed or non-uniformed enforcement members shall render the military hand salute to commissioned enforcement members on occasion of their first daily meeting within a department installation. Known non-uniformed commissioned enforcement members shall be accorded similar military courtesy. The salute shall be rendered whether either officer is covered or uncovered. Commissioned enforcement members shall render the salute to enforcement members of superior rank on similar occasions. Commissioned enforcement members shall return the salute as prescribed.

A. Outside of department installations, the salute shall be rendered only by enforcement members in uniform to commissioned enforcement members in uniform, except in the case of the Governor of the state and the Director of the department, who shall receive this respect at all times.

B. Enforcement members reporting to a commissioned officer in their office or before boards comprised of commissioned enforcement members shall render a salute after removing their headdress. The salute shall be returned by the senior commissioned officer. Saluting from a seated position by commissioned enforcement members is authorized.

C. Saluting as prescribed may be omitted when enforcement members are in a motor vehicle, in a classroom training session, in the academy food service dining room, Headquarters canteen, when the nature of duties requires immediate attention, or in such situations where a salute would be impractical.

D. Subordinate enforcement members shall address their superiors by rank in the conduct of department affairs.

E. All uniformed enforcement members present in a room when a commissioned enforcement member enters shall render appropriate courtesies unless a commissioned enforcement member of the same or higher rank is already present. Ordering the group to stand is not required.

COURTESIES RENDERED THE GOVERNOR

Section 3.3 The Governor of the State of Michigan shall be rendered military courtesies in the same manner as the Director.
PATRIOTIC COURTESIES

Section 3.4  Enforcement members in uniform, whether wearing a hat or not, shall render a military hand salute to the United States Flag when walking past it. Enforcement Members shall hold their salute from six paces before the flag to six paces beyond it.

Section 3.4a  Enforcement members in uniform, whether wearing a hat or not, shall come to the position of attention and render the military hand salute upon hearing the national anthem played. When doing so enforcement members shall face the United States Flag, or face in the direction of the music if the United States Flag cannot be seen.

A. When in civilian clothes, enforcement members shall remove their hat if one is worn and hold it over their left breast with their right hand. Without a hat, they shall come to the position of attention and place their right hand over their left breast. When doing so enforcement members shall face the United States Flag, or face in the direction of the music if the United States Flag cannot be seen.

B. Enforcement members shall render such honors until the music stops.

USE OF DEPARTMENT TELEPHONES

Section 3.5  Department telephone lines shall be used to transmit official department business. Long distance telephone calls that are chargeable to the department shall be made in accordance with established policy.

Section 3.5a  Department members answering telephones shall clearly identify the department installation and themselves by name and rank, if applicable. The only exception to this is at divisions that maintain a central switchboard. All telephone business shall be conducted in a courteous manner with every reasonable effort made to satisfy the party calling.

Section 3.5b  Commanders shall ensure that communication lines (including telephone, fax, computer, etc.) at their installations are properly used. (Refer to Official Order No. 21 for further procedure.)

RESPONSE TO POLICE CALLS

Section 3.6  Members of the department shall give immediate attention to citizens calling, in person or by telephone, for police assistance. Members assigned to desk duty shall promptly handle those matters requiring the assistance of police personnel.

REFERRAL OF CALLS FOR POLICE ASSISTANCE

Section 3.7  Posts shall accept calls for police service received from outside their assigned area. The receiving post shall convey the information to the post where the service is to be performed.

REFERRAL OF CALLS FOR POLICE ASSISTANCE TO ANOTHER AGENCY

Section 3.8  Generally, the department will not respond to complaints or calls for police assistance or services from within incorporated areas having police departments unless requested by the local department. An exception to this policy is where time is an overwhelming factor in urgent or emergency cases to assure safety and welfare of the public or an individual. Calls outside incorporated areas shall not be referred to local departments except as provided by policy established by the work site commander. This rule shall not apply to posts participating in 911/central dispatch operations with other police agencies.
LOCATION OF DEPARTMENT CARS AND MEMBERS ON DUTY

Section 3.9 Enforcement members assigned to radio-equipped vehicles shall maintain contact with their station in accordance with established department procedure. It is the responsibility of the commander or shift supervisor to know at all times the general locations of all cars under their command, the names of the members in each car, and the nature and progress of the assignments being performed. (Refer to Official Order No. 73 for further procedure.)

DUTY STATUS

Section 3.10 Enlisted members shall be considered on duty status whenever they are working during hours assigned by a commander, or when emergency conditions and their responsibilities as police officers require them to act. When not so engaged, they shall be considered off duty. Nothing in this section shall be construed to relieve enlisted members of their responsibility to respond, as a police officer, when particular conditions or the law requires such response.

Section 3.10a Civilian members shall be considered on duty whenever they are working during hours assigned by a commander or supervisor.

Section 3.10b Enlisted members who are notified by the Michigan Commission on Law Enforcement Standards (MCOLES) that their police officer certification has been revoked shall immediately notify their worksite commander. The enlisted member shall not be permitted to perform any enforcement duties until their certification has been reinstated.

AVAILABILITY OF PERSONNEL

Section 3.11 Members whose duties may require them to respond to an after-hours incident shall keep their employer reasonably informed of their whereabouts when on pass or off duty and are away from their normal place of residence.

Section 3.11a Members whose duties may require them to respond to an after-hours incident shall maintain adequate facilities to permit ready contact (i.e. telephone, cellular telephone, or pager).

Section 3.11b Enlisted members and other specified members, while on vacation, shall provide their commanders with outlines of their vacation plans, addresses, or other available methods through which they can be contacted within a reasonable time.

Section 3.11c In order to provide for the ready contact of enforcement members and a standard format for collecting and making available the contact information of enforcement members, the Human Resources Management Network (HRMN), MI HR Self Service Emergency Contact, and Additional Contact Numbers information shall be completed by enforcement members. Enforcement members are required to enter all applicable information, including their MSP call (radio) sign, cell phone numbers, pager numbers, work phone number, and voice mail number. Reports generated by this system will be provided and used as the department's source of emergency contact information. Work site and section commanders shall ensure compliance with this section.

CONFORMANCE TO FCC REGULATIONS

Section 3.12 All messages transmitted by radio and LEIN/NCIC shall conform to the rules and regulations of the Federal Communications Commission, and established department procedure. Only official department business shall be transmitted on such systems, and all communications shall be
properly recorded. The use of the car-to-car radio frequency shall be restricted to official business only. Shift supervisors shall ensure compliance with this section.

TRAVEL

Section 3.13  Enforcement members on duty traveling to Headquarters shall notify their respective district headquarters and Operations. Upon arrival at Headquarters, they shall check in and out with Operations in person or by telephone. Headquarters members leaving to go to a district shall check out with Operations, which shall notify the district involved.

Section 3.13a Members shall not leave the State of Michigan in the performance of duty without prior district or division approval. Requests for out-of-state travel shall be made through channels. In the case of an emergency, requests shall be made directly to Operations. Enlisted members assigned to posts located near state lines may travel out-of-state on routine daily work after notifying their district headquarters. If expenses for such routine work are encountered, the travel shall be reported through channels after the fact.

CARE AND USE OF PROPERTY

Section 3.14  Members are individually responsible for the proper care and use of department property and equipment and are accountable for items issued to or being used by them. Other than vehicles, personally used items shall be charged to the inventory of the individual using the equipment. Department supplies, materials, or equipment shall not be used for any non-duty or non-department purpose. A member may be held personally liable for any damage to, or loss of, department property or equipment resulting from carelessness or negligence. This includes property of another department or governmental unit, e.g. multi-jurisdictional teams. Except as directed in Official Orders No. 23 and 71, members shall report to their district/division commander through channels any damage to, or loss of, department property. Commanders shall endorse this correspondence and implement appropriate corrective measures if department rules, regulations, or procedures have been violated or if carelessness or negligence was involved. Department motor vehicle accidents do not have to be reported by the involved member beyond the requirements specified in Official Order No.10. Members shall inspect vehicles and equipment prior to use and report any damage noted to their supervisor.

Section 3.14a Department vehicles, boats, aircraft, and other equipment shall be operated in a safe, courteous, and cautious manner in obedience to the law and established procedures consistent with the department function in which they are used. Department vehicles, boats, aircraft, or other equipment shall not be used for any non-duty or non-department purpose. Unattended department vehicles shall be locked, except when an emergency would make such action impractical. Ignition keys shall not be left in unattended vehicles.

Section 3.14b Department vehicles, boats, aircraft, and other equipment shall be operated only by members of the department regularly or specifically authorized to do so. Non-members may be authorized to operate department transportation equipment for the purpose of carrying out an official function of the department in case of necessity.

Section 3.14c Members shall not use personal vehicles for any purpose or business connected with the department unless authorized by their bureau, division, district, post, or section commander.

SERVICE, MAINTENANCE, AND REPAIR OF STATE-OWNED PROPERTY

Section 3.15 Property and equipment shall be properly serviced, repaired, and returned to the customary place of storage after use to be ready for immediate reuse. Likewise, property and equipment,
including motor vehicles, shall be checked prior to use to assure proper condition. Property and equipment requiring maintenance or repair that cannot be cared for by a member shall be immediately reported to the appropriate commander or caused to be maintained or repaired in accordance with the commander's directives and so noted.

**ALTERATION OF PROPERTY**

Section 3.16 Members shall not cause or permit any property or equipment to be added to, altered, or substituted, except in accordance with approved maintenance and repair standards, as provided by Official Orders, or as approved by the bureau commander.

**PROPERTY BEING HELD ON INCIDENTS**

Section 3.17 Property being held as evidence or found property shall be secured, protected, and disposed of in accordance with Official Orders. Property in department custody shall not be improperly converted to any use.

**POWER OF ARREST**

Section 3.18 Enforcement members shall use their powers of arrest strictly in accordance with the law and with due regard for the rights of citizens.

Section 3.18a Enforcement members shall use sound discretion when handcuffing individuals being investigated for traffic misdemeanors (i.e. driving without a license in their possession). Enforcement members are not to place such persons into handcuffs merely to show consistency in their approach to these types of investigations.

**REPORTING THE ARREST OF OFFICIALS**

Section 3.19 Operations shall be notified immediately, through channels, when any high level state official, state legislator or a legislator's family member, or other prominent public official is arrested. When lower level state employees are arrested for job-related crimes, Operations shall also be advised. If such information is to remain confidential, Operations shall be notified.

**CONTROL AND TREATMENT OF PRISONERS**

Section 3.20 Enforcement members are responsible for the treatment of prisoners in their custody or any other person they come in contact with as a result of their official duties. Visible cuts and bruises or other apparent injuries, suffered by any person as the result of the action of an officer shall be brought to the attention of the enforcement member's supervisor on duty for determination of whether further investigation is necessary. The incident shall also be reported in detail within a department incident report. The report shall detail the injury incurred, the action which caused the injury, and the enforcement member's justification for such action.

Section 3.20a Enforcement members shall exert only such force as may be reasonably necessary to overcome resistance to a lawful arrest and to maintain proper custody of a prisoner. Arresting enforcement members shall be responsible for maintaining custody of their prisoners until they are placed into the custody of custodial officials.

**SEARCH AND SEIZURE**

Section 3.23 Enforcement members shall abide by the laws of search and seizure in the performance of their duty.
Section 3.23a Although the courts have recognized the consent exception to the search warrant requirement, enforcement members shall remain objective when there appears to be no articulable reason for requesting consent to search. Enforcement members shall not conduct a consent search except when their observations and investigation indicate a need to do so based on an articulable reason.

Section 3.23b Department members are prohibited from bringing third parties (i.e. a recruit, intern, chaplain, media, or ride-along) into private places during the execution of a warrant unless one of the following conditions apply.

A. Third parties may be allowed to enter into private places when their presence is necessary to assist the police in the execution of a warrant.

B. Third parties may enter into a private place under an emergency to assist an enlisted member who requests assistance.

C. Third parties may enter into private places if written consent is obtained from the owner or person who may authorize the search.

D. A photographer or videographer (including the media) may accompany enforcement members to film an area for documentary or evidentiary purposes. However, the film or video shall be turned over to the department once the scene has been documented to avoid the implication that the filming was done for private purposes.

E. An enlisted member who seeks a search warrant and knows at the time of the warrant request that the presence of a third party is necessary shall include this information in the warrant request.

Section 3.23c Enforcement members shall leave a copy of the search warrant affidavit with the person or place that the search was conducted unless doing so would inhibit the investigation or pose a safety threat to another individual.

**DAMAGE TO PROPERTY OF CITIZENS**

Section 3.24 The department recognizes that occasionally it will be necessary that enforcement members take action that will damage the property of citizens. Enforcement members are professionally responsible for the treatment of property that they come into contact with as a result of their official duties. If it becomes necessary to use force that damages the property of a citizen, the amount of damage should be minimized when practical. However, the primary concern of enforcement members shall be their own safety.

Section 3.24a Damage to any property as a result of a member’s action shall be reported in detail within a department incident report. The report shall detail the damage incurred, the action which caused the damage, and reason for such action.
STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE

DATE: January 21, 2015
TO: Inspector Stephen O'Neill, Field Services Bureau, Special Investigation Division
FROM: Field Resource Section, Technical Services Unit

SUBJECT: UTILIZATION OF TECHNOLOGY

Since you were instrumental in procuring the funding to upgrade the Technical Services Unit’s capability in the area of cellular device interrogation, I wanted to give you an update on the utilization and success of that technology.

As you know, this equipment was purchased and deployed in January of 2014. This is a breakdown of our investigative efforts, utilizing this technology, during the last year:

Investigative assists:

Total – 128
Assists by file class:

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Results:

Total subjects arrested: 82
Total homicide/attempt homicide subjects arrested: 40
Missing endangered located: 6
Missing deceased located: 3
Total investigative leads developed: 32

Several of these investigations are ongoing, so I expect that the numbers are a low approximate at this point.

Not only did we experience a great deal of success in locating and arresting violent offenders, but our assistance also resulted in significant savings in labor costs through reduced surveillance and other investigative efforts. It is clear to me that the investment in this technology has paid off, and I expect that we will have continued success in the future.

Thank you for your continued support.

“A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY”