



STATE OF MICHIGAN  
DEPARTMENT OF STATE POLICE  
LANSING

RICK SNYDER  
GOVERNOR

COL. KRISTE KIBBEY ETUE  
DIRECTOR

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.


Mr. Daniel S. Korobkin  
Page 2  
July 21, 2015

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

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER  
*Revised P.O.*

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 | 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

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					
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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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

6	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

7	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

8	680-87	1.00	EA	38,400.0000	38,400.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

9	680-87	1.00	EA	4,000.0000	4,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

TRAINING

10	680-87	1.00	EA	120,000.0000	120,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

11	680-87	1.00	EA	22,000.0000	22,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

12	680-87	1.00	EA	20,000.0000	20,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

13	680-87	1.00	EA	18,550.0000	18,550.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

14	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES



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COMMODITY NAME/SPECIFICATIONS					

15	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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

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

TRAINING

GRAND TOTAL					593,450.00
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ADDITIONAL REQUIREMENTS :

*V. Oliva*  
 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

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(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER

551N3200558

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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

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PURCHASE ORDER

PURCHASE ORDER

NUMBER 551N3200558

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

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(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER

551N3200558

MANUFACTURER, OR SUPPLIER WHO IS SMILARLY 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.

PARTIIAL 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	43840	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 ---

**Olivarez, Victoria (MSP)**

551C 32 00558

**From:** Curry, Brian <bcurry@harris.com>  
**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

*Moggio*

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**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](mailto: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 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](mailto:Olivarezv1@michigan.gov)

TX: (517) 241-1064

Fax: (517) 241-1080

FORM DMB-287  
(REV 11/94)

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 | 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

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  
TECHNICAL SERVICES UNIT  
PO BOX 30634  
LANSING MI 48913

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
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PURCHASE ORDER

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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

TRAINING

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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

13	680-87	1.00	EA	18,550.0000	18,550.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

14	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES




FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER | 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					
15	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
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

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

FORM DMB-287  
(REV 11/94)

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 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

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER

NUMBER 551N3200558

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

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER

NUMBER 551N3200558

MANUFACTURER, OR SUPPLIER WHO IS SMILARLY 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.

## 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	43840	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 ---

FORM-65a (1/2010)  
MICHIGAN STATE POLICE  
**PURCHASE REQUISITION-EZ**

10711

Req/Bid/PO ID <b>N3200558</b>			Date Submitted 4/29/2013	Date Needed 6/1/2013	Originating Unit 1st Dist HQ, SIS, TSU			Contact Name	Contact Phone
Agency	Appn Year	Index	PCA	COBJ	Project #	Phase	Percent	Estimated Dollar Amount	Contact Email Address
551	2013	31000	43840	6100				249,800 \$334,850.00	PURCHASING PHONE: (517) 336-6329 FAX: (517) 333-2737
551			43801	6100				85,000.00	
551								%	
551								%	

Funding Source	State GF%	Restricted%	Federal%	TO BE COMPLETED BY FISCAL MANAGER						
SHIP TO ADDRESS: MICHIGAN STATE POLICE TECHNICAL SERVICES UNIT 4000 Collins Rd Lansing, MI 48909		WORK SITE BILL TO ADDRESS: MICHIGAN STATE POLICE FSB - TSU 333 S Grand Ave. Lansing, MI 48909		Is this a grant funded purchase?		Grant Name:				
Address Code		Address Code		<input type="checkbox"/> Yes <input type="checkbox"/> No		Date must be encumbered:				
				Expiration Date:		Date must be paid:				
<input checked="" type="checkbox"/> One Time Purchase		<input type="checkbox"/> Contract Release		<input type="checkbox"/> Multi-Year Contract		From:		To:		Contract Number:

\*\*Will there be additional costs in the subsequent years related to this purchase (maintenance agreements, repairs, server hosting, etc?)  Yes  No

Line Number	Quantity	Commodity Code	Unit of Issue	Commodity Description (Include suggested make, model & part numbers)	Unit Price	Amount	
1	1				\$169,500.00	\$169,500.00	
2	1				\$22,000.00	\$22,000.00	
3	1				\$22,000.00	\$22,000.00	
4	1				\$20,000.00	\$20,000.00	
5	1				\$18,550.00	\$18,550.00	
6	1				\$20,200.00	\$20,200.00	
7	1				\$20,200.00	\$20,200.00	
8	1				\$38,400.00	\$38,400.00	
9	1	TRAIN		Training (tuition)	\$4,000.00	\$4,000.00	
Previous Purchase Order Number 551				CS-138 Number (For Services)	TOTAL		\$334,850.00

3 price quotes (written or telephone) from the vendor must be attached for all purchase requests not on contract  
SUGGESTED VENDORS MUST BE REGISTERED IN MAIN

Vendor #1 MAIN ID Number/Mail code # 010	Vendor #2 MAIN ID Number/Mail code C20130516-071110	Vendor #3 MAIN ID Number/ Mail code
Name & Address Harris Corp PO Box 9800, M/S R5-11A Melbourne, FL 32902-9800 Email: Telephone: 800-358-5297	Name & Address Email: Telephone:	Name & Address Email: Telephone:

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:

a.  Legal mandate (enter citation \_\_\_\_\_), 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.

Post/Unit Approval	Date 5-9-13	Purchasing Liaison Review	Date
District/Division Approval	Date	Fiscal Manager Approval David M. Housh	Date 5/9/13

MAO 5-13-13  
Page 1 of 2

MAO 5/9/13

Bureau Approval <i>Malcolm Brown</i>	Date <i>5-9-13</i>	Other Required Approval	Date
Director Approval	Date	MSP Purchasing <i>Victoria O'wary</i>	Date <i>5/13/13</i>

ADM-650 (3/2010)  
MICHIGAN STATE POLICE  
**PURCHASE REQUISITION-EZ**

110 713

Reg/Bid/PO ID <b>N3200558</b>		Date Requested 4/29/2013	Date Needed 6/1/2013	Originating Unit 1st Dist HQ, SIS, TSU			Contact Name	Contact Phone
Agency	Appn Year	Index	PCA	COBJ	Project #	Phase	Percent	Estimated Dollar Amount
551	2013	44500	42642	6100				96,571,258,600.00
551	2013	31000	43807					
551	2013	31000	43800	6100				162,029
551								

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

<b>Funding Source:</b>	State: GF%	Restricted%	Federal% 100%	<b>TO BE COMPLETED BY FISCAL MANAGER:</b>	
SHIP TO ADDRESS: MICHIGAN STATE POLICE TECHNICAL SERVICES UNIT 4000 Collins Rd Lansing, MI 48909		WORK SITE BILL TO ADDRESS: MICHIGAN STATE POLICE FSB - TSU 333 S Grand Ave. Lansing, MI 48909		Is this a grant funded purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No	Grant Name:
Address Code		Address Code		Expiration Date:	Date must be encumbered:
<input checked="" type="checkbox"/> One Time Purchase		<input type="checkbox"/> Contract Release		<input type="checkbox"/> Multi-Year Contract	
From:			To:		Contract Number:

\*\*Will there be additional costs in the subsequent years related to this purchase (maintenance agreements, repairs, server hosting, etc?)  Yes  No

Line Number	Quantity	Commodity Code	Unit of Issue	Commodity Description (Include suggested make, model & part numbers)	Unit Price	Amount
1	1				\$120,000.00	\$120,000.00
2	1				\$22,000.00	\$22,000.00
3	1				\$20,000.00	\$20,000.00
4	1				\$18,550.00	\$18,550.00
5	1				\$20,200.00	\$20,200.00
6	1				\$20,200.00	\$20,200.00
7	1				\$21,650.00	\$21,650.00
8	1	TRAIN		Training (tuition)	\$16,000.00	\$16,000.00
Previous Purchase Order Number 551				CS-138 Number (For Services)	TOTAL	\$258,600.00

**3 price quotes (written or telephone) from the vendor must be attached for all purchase requests not on contract  
SUGGESTED VENDORS MUST BE REGISTERED IN MAIN**

Vendor #1 MAIN ID Number/Mail code	Vendor #2 MAIN ID Number/Mail code	Vendor # 3 MAIN ID Number/ Mail code
Name & Address Harris Corp PO Box 9800, M/S R5-11A Melbourne, FL 32902-9800 Email: Telephone: 800-358-5297	Name & Address  Email: Telephone:	Name & Address  Email: Telephone:

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

i. 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 \_\_\_\_\_), 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.

Post/Unit Approval	Date 5-9-13	Purchasing Liaison Review	Date
District/Division Approval	Date 5-9-13	Fiscal Manager Approval <i>David M. Morris</i>	Date 5/9/13
Bureau Approval <i>[Signature]</i>	Date 5-9-13	Other Required Approval	Date

110 713

Director Approval

Date

MSP Purchasing

*Victoria Olwary* Date *5/13/13*



## Olivarez, Victoria (MSP)

---

**From:** Seiler, Leslie Ann <lseile01@harris.com>  
**Sent:** Tuesday, June 18, 2013 12:23 PM  
**To:** Olivarez, Victoria (MSP)  
**Cc:** Curry, Brian; Davis, Lisa (ldavis29); Moggio, Louise; Zelazny, Crystal  
**Subject:** Harris Quotation 3890 & 3883 attached  
**Attachments:** QTE6779-03890a.MSP.pdf; QTE6779-03883a.MSP.pdf;  
Harris\_WPG\_Terms\_and\_Conditions\_May\_2013.pdf; WPG Terms Addendum  
02-28-11.pdf

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

Regards,

Leslie Ann Seiler  
☎ 800-358-5297 (24/7 Assistance)  
[wpg@harris.com](mailto:wpg@harris.com)



Harris Proprietary

Quote	QTE6779-03890
Date	6/18/2013
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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

# Quotation

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

<b>Ship To:</b>
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.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	MICH-STATE-POL	WPG3	BEST WAY	Net 30	0/0/0000	4,655
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		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.	*			\$0.00
1			EA		\$169,500.00	\$169,500.00
1		Laptop PC	EA			\$0.00
1			EA			\$0.00
		The above software license is a no charge line item for :				
1			EA		\$22,000.00	\$22,000.00
1			EA		\$22,000.00	\$22,000.00
1			EA		\$20,000.00	\$20,000.00
1			EA		\$18,550.00	\$18,550.00
1			EA		\$20,200.00	\$20,200.00
1			EA		\$20,200.00	\$20,200.00



Harris Proprietary

Quote	QTE6779-03890
Date	6/18/2013
Page	2

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

# Quotation

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

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

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<b>Purchase Order No.</b>	<b>Customer ID</b>	<b>Salesperson ID</b>	<b>Shipping Method</b>	<b>Payment Terms</b>	<b>Req Ship Date</b>	<b>Master No.</b>
	MICH-STATE-POL	WPG3	BEST WAY	Net 30	0/0/0000	4,655

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1			EA		\$38,400.00	\$38,400.00
1	TRAIN-MLB	Training - Melbourne (tuition only)	EA		\$4,000.00	\$4,000.00
		NOTE	*			\$0.00
		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.				
		NOTE	*			\$0.00
		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				

<b>Remit Payment To:</b>		
<b>Electronic Funds Transfer (EFT):</b>	<b>GCSD Mail Deposits:</b>	<b>GCSD Overnight Deliveries:</b>
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6759 C/O Citibank Delaware Lockbox Operations 1615 Brett Road New Castle, DE 19720 Phone number: 302-323-3600
Please reference the invoice number with your payment.		Harris Tax ID# 34-0276860

<b>Subtotal</b>	\$334,850.00
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Purchase Price</b>	\$334,850.00



Harris Proprietary

Quote	QTE6779-03883
Date	6/18/2013
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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

# Quotation

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

<b>Ship To:</b>
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.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	MICH-STATE-POL	WPG3	BEST WAY	Net 30	0/0/0000	4,648
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		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.	*			\$0.00
1			EA		\$120,000.00	\$120,000.00
1		Laptop PC	EA			\$0.00
1			EA		\$21,650.00	\$21,650.00
1			EA		\$22,000.00	\$22,000.00
1			EA		\$20,000.00	\$20,000.00
1			EA		\$18,550.00	\$18,550.00
1			EA		\$20,200.00	\$20,200.00
1			EA		\$20,200.00	\$20,200.00
4	TRAIN- C	Training -	EA		\$4,000.00	\$16,000.00
		NOTE After PO is issued, please call 1-800-358-5297 or	*			\$0.00



Harris Proprietary

Quote	QTE6779-03883
Date	6/18/2013
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 P.O. BOX 9800, M/S R5-11A  
 MELBOURNE, FL 32902-9800  
 PH: 800-358-5297, FAX: 321-309-7437, wpgg@harris.com

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	MICH-STATE-POL	WPG3	BEST WAY	Net 30	0/0/0000	4,648

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		1-321-309-7535 to schedule training. Please have your P.O # ready when you call for scheduling.				
		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.	*			\$0.00

<b>Remit Payment To:</b>		
<b>Electronic Funds Transfer (EFT):</b>	<b>GCSD Mail Deposits:</b>	<b>GCSD Overnight Deliveries:</b>
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6759 C/O Citibank Delaware Lockbox Operations 1615 Brett Road New Castle, DE 19720 Phone number: 302-323-3600
Please reference the invoice number with your payment.		Harris Tax ID# 34-0276860

<b>Subtotal</b>	\$258,600.00
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Purchase Price</b>	\$258,600.00

## HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

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 18. Use of Equipment and/or software is strictly governed by applicable federal, state and local law associated with electronic surveillance. The Customers obligation 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 use, 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.

- 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 1-800-358-5297 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 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.

## HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

### 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.

**HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS  
TERMS AND CONDITIONS OF SALE FOR DOMESTIC  
WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES**

- 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 SUBJECT 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.



## HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

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.

### 15. Intellectual Property Indemnification.

- 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.

### 16. Technical Data and Inventions.

- 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

## HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

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.

### 19. Export and Re-Export Restrictions.

- 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 it 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

## HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS TERMS AND CONDITIONS OF SALE FOR DOMESTIC WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

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.



**HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS  
TERMS AND CONDITIONS OF SALE FOR DOMESTIC  
WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES**

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](mailto: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 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

Customer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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](http://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.

RW - 6/19/13 - TX with Amy Smith



This company cannot provide upgrades

DTC TV | Broadband | Phone | Wireless | Business | Support

## Support

### Quick Reference

- About DTC
- Bundles
- DTC Rewards
- Careers
- Newsletter
- DTC3 TV
- Comments
- Links
- Customer Care
- Speed Test

### Need HELP? Click for Info

- [View Your Bill](#)
- [Understanding Your Bill](#)
- [Our Locations](#)
- [Contact Us](#)
- [eNewsletter](#)
- [DTC Agents](#)



How May We Help You?



Customer Care	Technical Support
<p><b>DTC (Main Office)</b>                      P O Box 247                      Alexandria TN 37012                      615-529-2955 or                      615-588-1277 (Carthage Area)</p> <p><b>DTC E-Mail:</b>                      WeCare@DTCcom.net</p>	<p><b>Telephone Technical Support:</b>                      611 Inside DTC Area                      1-800-253-8121 Outside DTC Area                      615-588-1280 (Carthage Area)</p> <p><b>DTC TV Technical Support:</b>                      615-273-8288                      615-588-1282 (Carthage Area)                      DTC TV Training Videos</p>
<p><a href="#">View Your Bill</a></p>	<p><b>Internet Technical Support:</b>                      615-683-4033 or 866-232-8010</p>
<p><a href="#">Understanding Your Bill</a></p>	<p><b>Internet Support Hours:</b>                      24 hours a day, 7 days a week</p>
<p><b>Easy Ways to Pay:</b></p> <p><a href="#">Bank Draft Form (pdf)</a></p> <p><a href="#">Credit Card Authorization Form (pdf)</a></p>	<ul style="list-style-type: none"> <li>• <a href="#">Setting up Email in Outlook 2010</a></li> <li>• <a href="#">Setting up Email in Outlook 2007 &amp; 2003</a></li> <li>• <a href="#">Setting up Windows Live Mail</a></li> <li>• <a href="#">Setting up Thunderbird Email</a></li> <li>• <a href="#">Setting up Mac Mail</a></li> <li>• <a href="#">Setting up Spam Filter</a></li> <li>• <a href="#">Easy Reference Guide(PDF)</a></li> <li>• <a href="#">DTC Dial Up Instructions (PDF)</a></li> <li>• <a href="#">DSL Modem Instructions (PDF)</a></li> <li>• <a href="#">DSL Setup Instructions Vista Windows7 (PDF)</a></li> <li>• <a href="#">Speed Test</a></li> <li>• <a href="#">Show My PC</a></li> </ul>

Need Buried Service? Please view specifications: [Buried Service Specs](#)

[View Privacy Policy.](#)

[Freezepic Form.\(pdf\)](#)

[Customer Assistance Programs](#)

[Go to FAQ's - Frequently Asked Questions](#)

[Click here to REQUEST MORE INFORMATION.](#)

## Your TOTAL Communications Provider

Copyright 2008-2010 - DTC Communications - All rights Reserved

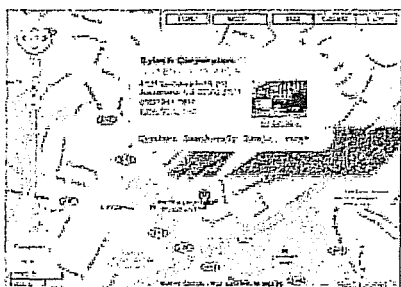
Customers and visitors to the DTCcom.net website agree to abide by the site Terms and Conditions & Acceptable Use Policy. | [Privacy Policy](#)

Additional Information

Please have a salesperson contact me



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.



click for directions

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

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[Pay an Invoice](#)



RW - 6/19/13 - TX with Matt Summers

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[Log In](#) or [Sign Up](#)

SyTech Corporation



Voice, Video, Data, Solutions

Your information was successfully saved

**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 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

Name	Title	Company
------	-------	---------

Address	Email	Phone
---------	-------	-------

Product Interest:

- ADACS
- RIOS
- iSPACE
- Other





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
LANSING

JOHN E. NIXON, CPA  
DIRECTOR

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,

A handwritten signature in black ink, appearing to read "Jeff Brownlee", written over a horizontal line.

Jeff Brownlee  
Chief Procurement Officer

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

Print Close

DTMB PURCHASE REQUEST FORM

ITRAC Reference #	C20130516-071110	Date	5/16/2013	Status	Submitted To DTMB
Agency Internal #	MSP 711	Status Date	5/16/2013		
Agency Name	Michigan State Police				
Office	TSU				
Agency Contact	Victoria Olivarez	Phone #	517-241-1064		
Contacts Email	Olivarezv1@michigan.gov	Fax #	517-241-1080		
Purchasing Contact	same	Phone #	same		
Purchasing Email	same@michigan.gov				

PURCHASE REQUEST CATEGORIES

Category: Requesting Delegated Authority

New - Over \$25,000
  RFP Project
  One Time Purchase
  Multi-year Purchase

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

Attachments

PURCHASE INFORMATION

Title of Purchase	Surveillance Equipment		
Vendor Name			
Vendor Contact			
Vendor Email			
Vendor Phone #		Vendor Fax #	
Contract/BPO #			
Requisition #			
CS-138 #		Previous BPO/PO #	
Requested Amount	600,000.00	Current BPO/PO Amount	0.00
Total Amount	600,000.00		
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.)**  
 Currently, TSU is

<b>Funding Source</b>			
State GF (%)		Federal (%)	
Restricted (%)	100	ARRA (%)	
Other (%)		Total (%)	100

Funding Source Comments: Forfeiture

Accounting Information

Agency Internal Funding Source	Appropriation Year				Amount
Agency Request	Index	PCA	AOBJ	AG3 Code	
IDG <input type="radio"/> Yes <input checked="" type="radio"/> No					
IDG <input type="radio"/> Yes <input checked="" type="radio"/> No					
IDG <input type="radio"/> Yes <input checked="" type="radio"/> No					
IDG <input type="radio"/> Yes <input checked="" type="radio"/> No					

#Qty	Unit Type	Commodity #	Description	Unit Price	Total Cost
1.					
2.					
3.					
Grand Total				0	

**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.

**DTMB**

Risk Assessment #

Buyer Assigned:

Buyer Phone

BPO #

PO #

RFP/ITB #

Ad Board Date

Bid Posted Date

SOW Ready Date

Q & A Date

Actual Purchase Amount

DTMB Comments:

Approvals

## Olivarez, Victoria (MSP)

---

**From:** Fortino, Diane (DTMB)  
**Sent:** Wednesday, May 22, 2013 2:01 PM  
**To:** Olivarez, Victoria (MSP)  
**Cc:** Bond, Sherry (DTMB); Edgett, Chelsea (DTMB); Cook, Rebecca (DTMB)  
**Subject:** MSP Del Authority--Surveillance Equip (C20130516-071110) (13-170)  
**Attachments:** 13-170 MSP Del Auth Signed Response.pdf

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](mailto:fortinod@michigan.gov)



**PURCHASE REQUEST FORM  
DEPARTMENT OF TECHNOLOGY,  
MANAGEMENT AND BUDGET**

Agency Reference Number:

No.:

**SECTION 1: REQUESTING AGENCY CONTACT INFORMATION**

1. Requesting Agency State Police	2. Office/Bureau/Division TSU	3. Agency Contact
4. Phone Number	5. Fax Number	6. E-Mail Address
		7. Date 05/16/13

**SECTION 2: PURCHASE REQUEST CATEGORIES (check all that apply):**

8a. <input checked="" type="checkbox"/> Commodities	8b. <input type="checkbox"/> Professional Services	8c. <input type="checkbox"/> IT Services	8d. <input type="checkbox"/> MRO
9. <input checked="" type="checkbox"/> New - Over \$25,000			
<input checked="" type="checkbox"/> Delegated Authority	<input type="checkbox"/> Contract/PO Change (select one)		
	- <input type="checkbox"/> Amount Change	<input type="checkbox"/> Option Year	<input type="checkbox"/> Other (explain):
<input type="checkbox"/> IT Changes Over \$500,000	<input type="checkbox"/> IT Contract Releases	<input type="checkbox"/> Restart	

**SECTION 3: PURCHASE INFORMATION**

10. Vendor Name:	11. Vendor Contact	12. Vendor Telephone Number
13. Vendor Fax Number	14. Title of Purchase: (Brief Description)	
15. Contract Number	16. Requisition Number	17. CS-138 #
18. Requested Amount \$600,000.00	19. Current BPO/PO	20. Total Amount \$ 0.00
21. Contract Period Start Date: _____ End Date: _____	22. Revised Contract End Date: _____	23. <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Multi-year Purchase

**SECTION 4: PURCHASE JUSTIFICATION**

24a. Description of Product/Service Requested: Purchase or surveillance equipment for undercover investigations.	24b. <input type="checkbox"/> Attachments
25. 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 Michgian 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 \_\_\_\_\_ Appropriation Year \_\_\_\_\_

Agency Request IDG <input type="checkbox"/> Yes <input type="checkbox"/> No	Index	PCA	Agency Object Code	Agency Code 3	Amount
IDG <input type="checkbox"/> Yes <input type="checkbox"/> No					
IDG <input type="checkbox"/> Yes <input type="checkbox"/> No					
IDG <input type="checkbox"/> Yes <input type="checkbox"/> No					

27a. Purchase Lines

Item No.	Qty. Req'd.	Commodity #	Unit Type	Description	Unit Price	Total Cost
						\$ 0.00
						\$ 0.00
						\$ 0.00
Grand Total						\$0.00

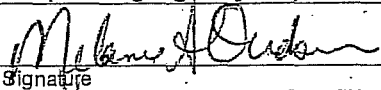
SECTION 5: APPROVALS

Requesting Agency Approvals

Requesting Agency (Internal Approval)

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Requesting Agency Department Director, Designee


 Assistant Director, Departmental Services      5/16/13  
 Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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 \_\_\_\_\_

## 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=3899956FCFF386E1642B47A28B04E724>

[Go To Welcome](#)

## Olivarez, Victoria (MSP)

---

**From:**  
**Sent:** Wednesday, May 15, 2013 9:49 AM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** FW: StingRay upgrade  
**Attachments:** QTE6779-03883.MICHPD.pdf; QTE6779-03884.MICHPD.pdf; Harris WPG Terms and Conditions June 2012.pdf; WPG Terms Addendum 02-28-11.pdf

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:** T  
**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](mailto: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: \_\_\_\_\_

C. Blanket Certificate  
Expiration Date (maximum of four years): \_\_\_\_\_

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, PO Box 9800, N/S R5-11A, Melbourne, FL 32902-9800

## SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

- All items purchased.
- Limited to the following items: \_\_\_\_\_

## SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

- For Resale at Retail. Enter Sales Tax License Number: \_\_\_\_\_
- For Lease. Enter Use Tax Registration Number: \_\_\_\_\_

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

- For Resale at Wholesale.
- Agricultural Production. Enter percentage: \_\_\_\_\_%
- Industrial Processing. Enter percentage: \_\_\_\_\_%
- Church, Government Entity Nonprofit School, or Nonprofit Hospital (Circle type of organization).
- Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form).
- 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).
- Rolling Stock purchased by an Interstate Motor Carrier.
- 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		Type of Business (see codes on page 2) Law Enforcement
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 Victoria Olivarez, Buyer Manager	Date Signed 06/18/13	

## Olivarez, Victoria (MSP)

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**From:**  
**Sent:** Wednesday, May 15, 2013 9:48 AM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** FW: KingFish upgrade  
**Attachments:** QTE6779-03890.MICHPD.pdf; Harris WPG Terms and Conditions June 2012.pdf; WPG Terms Addendum 02-28-11.pdf

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”

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**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](mailto:wpg@harris.com)



Harris Proprietary

Quote	QTE6779-03890
Date	4/22/2013
Page:	1

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

# Quotation

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

<b>Ship To:</b>
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. § 2512). 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.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	MICH-STATE-POL	WPG3	BEST WAY	Net 30	0/0/0000	4,655
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
		NOTE	*			\$0.00
		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.				
1			EA		\$169,500.00	\$169,500.00
1		Laptop PC	EA			\$0.00
1			EA			\$0.00
		The above software license is a no charge line item for				
1			EA		\$22,000.00	\$22,000.00
1			EA		\$22,000.00	\$22,000.00
1			EA		\$20,000.00	\$20,000.00
1			EA		\$18,550.00	\$18,550.00
1			EA		\$20,200.00	\$20,200.00
1			EA		\$20,200.00	\$20,200.00



Harris Proprietary

Quote	QTE6779-03890
Date	4/22/2013
Page:	2

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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<b>Bill To:</b>
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Lansing, MI 48909 USA

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Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	MICH-STATE-POL	WPG3	BEST WAY	Net 30	0/0/0000	4,655
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1			EA		\$38,400.00	\$38,400.00
1	TRAIN-	Training -	EA		\$4,000.00	\$4,000.00
	NOTE		*			\$0.00
	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.					
	NOTE		*			\$0.00
	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					

<b>Remit Payment To:</b>		
<b>Electronic Funds Transfer (EFT):</b>	<b>GCSD Mail Deposits:</b>	<b>GCSD Overnight Deliveries:</b>
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6759 C/O Citibank Delaware Lockbox Operations 1615 Brett Road New Castle, DE 19720 Phone number: 302-323-3600
Please reference the invoice number with your payment.		Harris Tax ID# 34-0276860

<b>Subtotal</b>	\$334,850.00
<b>Misc</b>	\$0.00
<b>Tax</b>	\$19,851.00
<b>Freight</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Purchase Price</b>	\$354,701.00

**Harris Government Communications Systems Division  
Terms and Conditions of Sale for  
Wireless Equipment, Software and Services**

**Effective Date: June 25, 2012**

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 1-800-358-5297 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 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.

#### 15. Intellectual Property Indemnification.

- 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.

## 16. Technical Data and Inventions.

- 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.

#### **19. Export and Re-Export Restrictions.**

- 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 it 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 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 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](mailto: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.

**Harris GCSD**

**Customer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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](http://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)**

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**From:** DMB-ACQ-Point  
**Sent:** Thursday, May 16, 2013 9:46 AM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** ITRAC PRF Request Alert - C20130516-071110

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

## Olivarez, Victoria (MSP)

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**From:**  
**Sent:** Wednesday, May 15, 2013 9:53 AM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** vendors

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”

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

File No.	Mode	Destination	Pg (s)	Result	Page Not Sent
5324	Memory TX	913134563826	P. 7	OK	

Reason for error

E. 1) Hang 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

**DRIVE  
 MICHIGAN  
 SAFELY**

DATE: June 19, 2013

TIME: \_\_\_\_\_

No. of pages (including cover): 7

TRANSMITTED TO: John Golawzewski, Civil Rights 313 456-3826  
FAX NO.

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
FAX NO.

FROM: Vickie Olivarez, DSD 517-241-1064 517 241-1080  
TELEPHONE NO. FAX NO.

- URGENT
- FYI
- At your request

ACKNOWLEDGMENT REQUESTED:  YES  NO

RECEIPT ACKNOWLEDGED BY: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Recipient: If "YES" is checked please complete this section and FAX this sheet to the sender.

COMMENTS OR INSTRUCTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FAXED BY: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_



MICHIGAN STATE POLICE

FAX

TRANSMITTAL SHEET

DRIVE MICHIGAN SEELY

DATE: June 19, 2013

TIME:

No. of pages (including cover): 7

- URGENT
FYI
At your request

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

FAX NO.

FAX NO.

FAX NO.

FAX NO.

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

TELEPHONE NO.

FAX NO.

ACKNOWLEDGMENT REQUESTED: YES NO

Recipient: If 'YES' is checked please complete this section and FAX this sheet to the sender.

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

	<b>MICHIGAN BUSINESS</b>	<b>ORIGINAL BID AMOUNT</b> Base year(s) price only	<b>REVISED BID</b> (Optional)
<b>RESPONDERS:</b> Harris Corporation, Melbourne, FL	<input type="checkbox"/>	\$593,450.00	

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

<b>AWARD RECOMMENDATION:</b>	<b>ESTIMATED 13 FISCAL YEAR COST</b>	<b>AWARD AMOUNT (BASE YEARS)</b>
Harris Corporation, Melborne, FL	\$593,450.00	\$593,450.00
<b>Totals</b>	\$593,450.00	\$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.

**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 determine 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

<b>FUNDING SOURCE:</b>	<b>PERCENTAGE</b>	<b>COMMENTS</b>
Restricted Fund	100	<i>Forfeiture</i>

**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**

<b>Percent of Total</b>	<b>0%</b>	<b>Amount</b>	<b>\$</b>
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**AGENCY APPROVALS**—for delegated authority purchases (including statutory and special), and provide information below(see example).

Victoria Olivarez
Authorized Agency Representative (printed)

Authorized Agency Representative Signature

Return Information:
Contact Name: Victoria Olivarez
ID Mail: MSP, Grand Ave., Purchasing
Phone No.: 517-241-1064
e-Mail: Olivarezv1@michigan.gov

**PROCUREMENT APPROVALS**

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Division Director Signature

\_\_\_\_\_  
Jeff Brownlee  
Chief Procurement Officer  
DTMB Procurement

**TO COMPLY WITH THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET AND THE DEPARTMENT OF CIVIL RIGHTS DATED 11/29/2010, PROVIDE THE FOLLOWING:**

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.

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

- Competitively Bid: *Award Recommendation Process*
  - o if so, how many vendors responded
  - o how many responded?
  - o if not, why not?
- Reciprocal Preference: *Award Recommendation Process*
- Award Methodology: *Award Recommendation Process*
  - o was this best value recommendation based on best price/highest technical, best price meeting specifications, best combination price/technical, etc.
  - o is the pricing appropriate considering the market, particular industry, and/or company operating costs vs. profit margins?
  - o how were these things assessed?
- Pricing:
  - o 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.
  - o 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.**



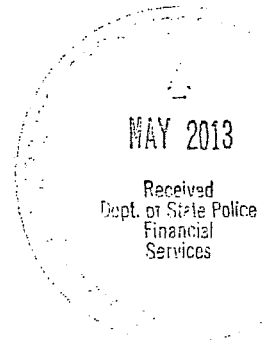
RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
LANSING

JOHN E. NIXON, CPA  
DIRECTOR

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.

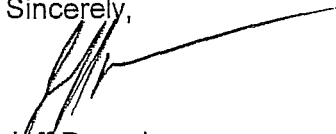
MSP must meet the following delegation requirements:

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

**Olivarez, Victoria (MSP)**

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**From:** Olivarez, Victoria (MSP)  
**Sent:** Wednesday, June 19, 2013 2:27 PM  
**To:** Bond, Sherry (DTMB)  
**Cc:** Rouse, Janet (DTMB)  
**Subject:** Ad Board Tab.  
**Attachments:** TSU C20130516-071110 06-19-13.pdf

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](mailto: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

<b>RESPONDERS:</b>	<b>MICHIGAN BUSINESS</b>	<b>ORIGINAL BID AMOUNT</b>	<b>REVISED BID (Optional)</b>
Harris Corporation, Melbourne, FL	<input type="checkbox"/>	Base year(s) price only \$593,450.00	

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

<b>AWARD RECOMMENDATION:</b>	<b>ESTIMATED 13 FISCAL YEAR COST</b>	<b>AWARD AMOUNT (BASE YEARS)</b>
Harris Corporation, Melbourne, FL	\$593,450.00	\$593,450.00
<b>Totals</b>	<b>\$593,450.00</b>	<b>\$593,450.00</b>

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.

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 determine 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

FUNDING SOURCE:	PERCENTAGE	COMMENTS
Restricted Fund	100	Forfeiture

**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**

Percent of Total	0%	Amount	\$
------------------	----	--------	----

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

Victoria Olivarez
Authorized Agency Representative (printed)

Authorized Agency Representative Signature

Return Information:
Contact Name: Victoria Olivarez
ID Mail: MSP, Grand Ave., Purchasing
Phone No.: 517-241-1064
e-Mail: Olivarezv1@michigan.gov

**PROCUREMENT APPROVALS**

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Division Director Signature

\_\_\_\_\_  
Jeff Brownlee  
Chief Procurement Officer  
DTMB Procurement

TO COMPLY WITH THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET AND THE DEPARTMENT OF CIVIL RIGHTS DATED 11/29/2010, PROVIDE THE FOLLOWING:

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.

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

- Competitively Bid: *Award Recommendation Process*
  - o if so, how many vendors responded
  - o how many responded?
  - o if not, why not?
- Reciprocal Preference: *Award Recommendation Process*
- Award Methodology: *Award Recommendation Process*
  - o was this best value recommendation based on best price/highest technical, best price meeting specifications, best combination price/technical, etc.
  - o is the pricing appropriate considering the market, particular industry, and/or company operating costs vs. profit margins?
  - o how were these things assessed?
- Pricing:
  - o 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.
  - o 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.**





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET  
LANSING

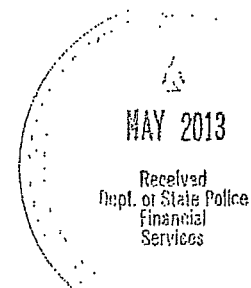
JOHN E. NIXON, CPA  
DIRECTOR

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

**Olivarez, Victoria (MSP)**

---

**From:** DMB-ACQ-Point  
**Sent:** Thursday, May 23, 2013 9:46 AM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** ITRAC PRF Request Alert - C20130516-071110

ITRAC PRF Request C20130516-071110 for Agency Reference MSP 711 for 'Surveillance Equipment' has been completed by MDTMB.

## Olivarez, Victoria (MSP)

---

**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"

## Olivarez, Victoria (MSP)

---

**From:**  
**Sent:** Thursday, May 23, 2013 1:39 PM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** RE: Harris PO

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”

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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:** lseile01@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: [Olivarezv1@michigan.gov](mailto:Olivarezv1@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: \_\_\_\_\_

C. Blanket Certificate  
Expiration Date (maximum of four years): \_\_\_\_\_

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, PO Box 9800, N/S R5-11A, Melbourne, FL 32902-9800
--

### SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

- All items purchased.
- Limited to the following items: \_\_\_\_\_

### SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

- For Resale at Retail. Enter Sales Tax License Number: \_\_\_\_\_
- For Lease. Enter Use Tax Registration Number: \_\_\_\_\_

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

- For Resale at Wholesale.
- Agricultural Production. Enter percentage: \_\_\_\_\_%
- Industrial Processing. Enter percentage: \_\_\_\_\_%
- Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization).
- Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form).
- 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).
- Rolling Stock purchased by an Interstate Motor Carrier.
- 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		Type of Business (see codes on page 2) Law Enforcement
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 Victoria Olivarez, Buyer Manager		Date Signed 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!

**Olivarez, Victoria (MSP)**

---

**From:** Moggio, Louise <lmoggioh@harris.com>  
**Sent:** Tuesday, June 18, 2013 2:12 PM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** My Full Contact Information

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](http://www.wpg.harris.com/wpg)  
**Cell:** :  
**Email:** [lmoggioh@harris.com](mailto: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."*



## **Olivarez, Victoria (MSP)**

---

**From:** Olivarez, Victoria (MSP)  
**Sent:** Wednesday, June 19, 2013 2:32 PM  
**To:** ); O'Neill, Stephen (MSP)  
**Subject:** Harris Corp. Equipment

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](mailto:Olivarezv1@michigan.gov)  
TX: (517) 241-1064  
Fax: (517) 241-1080

**Olivarez, Victoria (MSP)**

---

**From:**  
**Sent:** Wednesday, June 19, 2013 2:33 PM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** RE: Harris Corp. Equipment

Thanks for the update!

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

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

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333 S. Grand Ave.  
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**Olivarez, Victoria (MSP)**

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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,

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Victoria Olivarez  
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Departmental Services Division  
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### SECTION 1: TYPE OF PURCHASE

- A. One-Time Purchase  
Order or Invoice Number: \_\_\_\_\_
- C. Blanket Certificate  
Expiration Date (maximum of four years): \_\_\_\_\_
- 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, 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.

Business Name Michigan State Police		Type of Business (see codes on page 2) Law Enforcement
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 Victoria Olivarez, Buyer Manager	Date Signed 06/18/13	

**Olivarez, Victoria (MSP)**

---

**From:** Olivarez, Victoria (MSP)  
**Sent:** Thursday, July 25, 2013 7:10 AM  
**To:** lseile01@harris.com  
**Cc:**  
**Subject:** Purchase Order 551N3200558  
**Attachments:** 551N3200558 Harris Corp..pdf

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](mailto: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 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 | 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

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  
TECHNICAL SERVICES UNIT  
PO BOX 30634  
LANSING MI 48913

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

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER | 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

6	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

7	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

8	680-87	1.00	EA	38,400.0000	38,400.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

9	680-87	1.00	EA	4,000.0000	4,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

TRAINING

10	680-87	1.00	EA	120,000.0000	120,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

11	680-87	1.00	EA	22,000.0000	22,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

12	680-87	1.00	EA	20,000.0000	20,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

13	680-87	1.00	EA	18,550.0000	18,550.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

14	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

15	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					

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*  
 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



FORM DMB-287  
(REV 11/94)

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 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

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER |-----  
NUMBER | 551N3200558

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

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER

NUMBER 551N3200558

MANUFACTURER, OR SUPPLIER WHO IS SMILARLY 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.

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	43840	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 ---

## Olivarez, Victoria (MSP)

---

**From:** Olivarez, Victoria (MSP)  
**Sent:** Tuesday, July 30, 2013 6:34 AM  
**To:** Curry, Brian  
**Cc:** Vinson, Lin; Moggio, Louise; Zelazny, Crystal;  
**Subject:** RE: Purchase Order 551N3200558  
**Attachments:** 551N3200558 Harris Corp. Revised PO.pdf

Attached is the revised purchase order.

Please contact me if you have any questions.

Vickie

---

**From:** Olivarez, Victoria (MSP)  
**Sent:** Monday, July 29, 2013 12:25 PM  
**To:** Curry, Brian  
**Cc:** Vinson, Lin; Moggio, Louise; Zelazny, Crystal;  
**Subject:** RE: Purchase Order 551N3200558

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

Vickie

---

**From:** Curry, Brian [<mailto:bcurry@harris.com>]  
**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](mailto: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](mailto:Olivarezv1@michigan.gov)  
TX: (517) 241-1064  
Fax: (517) 241-1080

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER

NUMBER 551N3200558

*Revised P.O.*

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

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

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER | 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
6	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
7	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
8	680-87	1.00	EA	38,400.0000	38,400.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
9	680-87	1.00	EA	4,000.0000	4,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
TRAINING					
10	680-87	1.00	EA	120,000.0000	120,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
11	680-87	1.00	EA	22,000.0000	22,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
12	680-87	1.00	EA	20,000.0000	20,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
13	680-87	1.00	EA	18,550.0000	18,550.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
14	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					



- 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](mailto: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](mailto: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](http://www.wpg.harris.com/wpg)  
**Cell:**  
**Email:** [lmoggioh@harris.com](mailto: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](mailto: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

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

Vickie,

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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.
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v/r,

Brian W. Curry

Contracts Manager  
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Office: (321) 309-7163  
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E-Mail: [brian.curry@harris.com](mailto: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

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](mailto:Olivarezv1@michigan.gov)  
TX: (517) 241-1064  
Fax: (517) 241-1080

**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

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# 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](mailto: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

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](mailto:Olivarezv1@michigan.gov)

TX: (517) 241-1064

Fax: (517) 241-1080

**APPROVED**

July 23, 2013

Michigan State  
Administrative Board

Form No. DTMB-3528 (Rev. date form was last updated)

Ad Board Date: July 23, 2013 (ver. 1)

**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

<b>RESPONDERS:</b>	<b>MICHIGAN BUSINESS</b>	<b>ORIGINAL BID AMOUNT</b> Base year(s) price only	<b>REVISED BID</b> (Optional)
Harris Corporation, Melbourne, FL	<input type="checkbox"/>	\$593,450.00	

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

<b>AWARD RECOMMENDATION:</b>	<b>ESTIMATED 13 FISCAL YEAR COST</b>	<b>AWARD AMOUNT (BASE YEARS)</b>
Harris Corporation, Melborne, FL	\$593,450.00	\$593,450.00
<b>Totals</b>	\$593,450.00	\$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.



**APPROVED**

July 23, 2013

GOVERNMENT ESTIMATE for base years: \$600,000.00

AWARD RECOMMENDATION NOTIFICATION DATE: 06/19/13

Michigan State  
Administrative Board

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 determine 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

FUNDING SOURCE:	PERCENTAGE	COMMENTS
Restricted Fund	100	<i>Forfeiture</i>

**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**

Percent of Total	0%	Amount	\$
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**APPROVED**

July 23, 2013

**AGENCY APPROVALS**— *for delegated authority purchases (including statutory and special), and provide information below (see example).* Michigan State Administrative Board

Victoria Olivarez
Authorized Agency Representative (printed)

Authorized Agency Representative Signature

Return Information:
Contact Name: Victoria Olivarez
ID Mail: MSP, Grand Ave., Purchasing
Phone No.: 517-241-1064
e-Mail: Olivarezv1@michigan.gov

**PROCUREMENT APPROVALS**

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Division Director Signature

\_\_\_\_\_  
Jeff Brownlee  
Chief Procurement Officer  
DTMB Procurement

**APPROVED**

July 23, 2013

TO COMPLY WITH THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET AND THE DEPARTMENT OF CIVIL RIGHTS  
DATED 11/29/2010, PROVIDE THE FOLLOWING:

Michigan State  
Administrative Board

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.

**APPROVED**

July 23, 2013



STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

LANSING

Michigan State  
Administrative Board

JOHN E. NIXON, CPA  
DIRECTOR

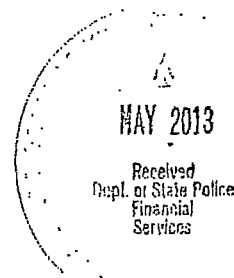
RICK SNYDER  
GOVERNOR

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,

A handwritten signature in black ink, appearing to read "Jeff Brownlee".

Jeff Brownlee  
Chief Procurement Officer

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

## Olivarez, Victoria (MSP)

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**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.

Sherry Bond, Secretary State Administrative Board  
2nd Floor Mason Bldg., Pillar 54  
517-335-2559 EMAIL - [bonds@michigan.gov](mailto:bonds@michigan.gov)  
WEBSITE - [www.michigan.gov/adboard](http://www.michigan.gov/adboard)

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**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](mailto: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.

DEPARTMENT OF STATE POLICE

Requests approval of the following:

NEW CONTRACTS

- 1) Harris Corporation  
Melbourne, FL  
\$ 593,450.00 Total  
FY13 100% Restricted Fund  
*Forfeiture Fund*  
Surveillance Equipment
  
- 2) 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)  
\$ 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  
\$ 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  
\$ 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

(Example of a fund explanation that is too long to be placed on the agenda)

3) Michigan Public Health Institute  
Okemos, MI

\$ 0.00 Amendment  
\$ 220,000.00 New Total  
FY13 100% Federal Fund  
To add certification of three additional National School Lunch Program requirements to the School Meals Training  
(Example of a scope change)

4) Klean As A Whistle  
Franklin, MI

\$ 153,000.00 Amendment  
\$ 1,159,175.54 New Total  
FY13 63% Federal Fund  
37% General Funds  
Additional funds for the Janitorial Services contract for Department of Human Services in Wayne County  
(Example of an amendment for additional funds only)

5) Patricia Boyer  
Sterling Heights, MI

\$ 239,500.00 Amendment  
\$ 597,500.00 New Total  
FY13 100% Restricted Fund  
*UP State Fair Fund*  
Additional funds for a six-month option to the contract for a Grounds Entertainment Coordinator for the UP State Fair  
(Example of an amendment for additional funds plus option)

#### NEW GRANTS

1) Grand Traverse Resort  
Acme, MI

\$ 250,000.00 Total  
FY13 100% Federal Fund  
For the Conference facility for the 2010 Rural Libraries Conference

2) Various  
(Listing attached)

\$ 2,741,415.00 Total  
FY13-14 29% Federal Fund  
71% Restricted Fund  
*Children's Trust Fund Check-off*  
*Children Trust Fund Reserve Funds*



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

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

STATE OF MICHIGAN

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER

NUMBER | 551N3200558

*Revised P.O.*

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

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

1	680-87	1.00	EA	169,500.0000	169,500.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

2	680-87	1.00	EA	22,000.0000	22,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

3	680-87	1.00	EA	22,000.0000	22,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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

PAGE : 2

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER

551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

## SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

6	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
7	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
8	680-87	1.00	EA	38,400.0000	38,400.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
9	680-87	1.00	EA	4,000.0000	4,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
TRAINING					
10	680-87	1.00	EA	120,000.0000	120,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
11	680-87	1.00	EA	22,000.0000	22,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
12	680-87	1.00	EA	20,000.0000	20,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
13	680-87	1.00	EA	18,550.0000	18,550.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
14	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					

## STATE OF MICHIGAN

PAGE : 3

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER | 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

15	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					

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
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ADDITIONAL REQUIREMENTS :

*Victoria Olivarez*  
 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 ACCPETABLE 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 WIRTTEN 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

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER |-----  
NUMBER | 551N3200558

-----  
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

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER 551N3200558

MANUFACTURER, OR SUPPLIER WHO IS SMILARLY 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.

-----  
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	43840	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 ---

## 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.curry@harris.com](mailto:brian.curry@harris.com)

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---

**From:** Olivarez, Victoria (MSP) [<mailto:OlivarezV1@michigan.gov>]  
**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

---

**From:** 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,

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.



Brian W. Curry

Contracts Manager

**Harris Corporation, GCS**

Office: (321) 309-7163

E-Fax: (321) 726-3123

E-Mail: [brian.curry@harris.com](mailto:brian.curry@harris.com)

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**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

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**From:** Curry, Brian [<mailto:bcurry@harris.com>]  
**Sent:** Monday, October 28, 2013 10:21 AM  
**To:** Olivarez, Victoria (MSP)  
**Cc:** 1 (MSP); 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.

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Brian W. Curry

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**Olivarez, Victoria (MSP)**

---

**From:**  
**Sent:** Tuesday, October 29, 2013 3:03 PM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** Re: Purchase Order No. 551N3200558

I'm good with the new delivery date.

*Sent from my Verizon Wireless 4G LTE DROID*

"Olivarez, Victoria (MSP)" <[OlivarezV1@michigan.gov](mailto: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

---

**From:**  
**Sent:** Monday, October 28, 2013 3:48 PM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** RE: Purchase Order No. 551N3200558

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  
1<sup>st</sup> District HQ  
Michigan State Police  
7119 N. Canal Rd.  
Lansing, MI 48913

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

---

**From:** Olivarez, Victoria (MSP)  
**Sent:** Monday, October 28, 2013 2:20 PM  
**To:**  
**Subject:** FW: Purchase Order No. 551N3200558

Do you approve the change in the delivery date?

Vickie

**From:** Curry, Brian [mailto:[bcurry@harris.com](mailto:bcurry@harris.com)]  
**Sent:** Monday, October 28, 2013 10:21 AM  
**To:** Olivarez, Victoria (MSP)  
**Cc:** 1 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.

Brian W. Curry

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**Olivarez, Victoria (MSP)**

---

**From:** Olivarez, Victoria (MSP)  
**Sent:** Tuesday, October 29, 2013 2:26 PM  
**To:**  
**Subject:** RE: Purchase Order No. 551N3200558

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

---

**From:**  
**Sent:** Monday, October 28, 2013 3:48 PM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** RE: Purchase Order No. 551N3200558

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  
1<sup>st</sup> District HQ  
Michigan State Police  
7119 N. Canal Rd.  
Lansing, MI 48913

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

---

**From:** Olivarez, Victoria (MSP)  
**Sent:** Monday, October 28, 2013 2:20 PM  
**To:**  
**Subject:** FW: Purchase Order No. 551N3200558

Sean,

Do you approve the change in the delivery date?

Vickie

---

**From:** 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,

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.

Brian W. Curry

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**Harris Corporation, GCS**

Office: (321) 309-7163

E-Fax: (321) 726-3123

E-Mail: [brian.curry@harris.com](mailto:brian.curry@harris.com)

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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	INV6779-03950
Date	11/21/2013
Page	1

# Invoice

551N4300558  
 Partial  
 1/23/14

<b>Bill To:</b>
Michigan State Police Field Services Bureau Administrative Section PO Box 30634 Lansing MI 48913

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

approved  
 for pmt. per  
 e-mail from  
 Victoria Olway 1/23-14

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Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt Terms	Req Ship Date	Harris Ord No.
551N3200558	MICH-STATE-POL	WPG3		Net 30	10/28/2013	ORD6779-02434

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext Price
1	1			Serial Number		\$169,500.00	\$169,500.00
1	1			Laptop PC			\$0.00
1	1			Serial Number			\$0.00
				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		\$18,550.00	\$0.00
1	1			Serial Number		\$20,200.00	\$20,200.00

*[Handwritten signature]*



Harris Proprietary

Invoice	INV6779-03950
Date	11/21/2013
Page	2

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

*Page Paid  
 on Voucher  
 551-4300770*

<b>Bill To:</b> Michigan State Police Field Services Bureau Administrative Section PO Box 30634 Lansing MI 48913
---

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

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Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt Terms	Req Ship Date	Harris Ord No.
551N3200558	MICH-STATE-POL	WPG3		Net 30	10/28/2013	ORD6779-02434

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext Price
1	1		Serial Number	Serial Number		\$20,200.00	\$20,200.00
1	1		Serial Number	Serial Number		\$38,400.00	\$38,400.00
1	1		TRAIN	Training - Melbourne (tuition only)		\$4,000.00	\$0.00
1	1			Laptop PC		\$120,000.00	\$0.00
1	1					\$21,650.00	\$0.00
1	1					\$22,000.00	\$0.00
1	1					\$20,000.00	\$0.00
1	1					\$18,550.00	\$0.00
1	1					\$20,200.00	\$0.00
1	1					\$20,200.00	\$0.00

*551-4300770  
 VO 1-23-14*





Harris Proprietary

Invoice	INV6779-03950
Date	11/21/2013
Page	3

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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Purchase Order No.	Customer ID	Salesperson	Shipping Method	Prmt. Terms	Req Ship Date	Harris Ord No.
551N3200558	MICH-STATE-POL	WPG3		Net 30	10/28/2013	ORD6779-02434

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

*Do not pay*

Remit Payment To:	Subtotal	\$312,300.00
Electronic Funds Transfer (EFT):	Deposit	\$0.00
GCSD Mail Deposits:		
GCSD Overnight Deliveries:		



SHIPPER

1. SHIPMENT NO.	2. REFERENCE # MICH 558	3. CONTRACT NUMBER/P.O. NUMBER 551N3200558	4. SUPPLEMENTS & CHANGE ORDERS	5. PROJECT/ACTIVITY or DEPT 6779-X953
-----------------	----------------------------	---	--------------------------------	--

6. SHIPPED VIA <b>FEDEX - 2D</b>	** SEE BELOW	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 BCURRY (BCURRY@HARRIS.COM/309-7163)	12. ACCEPTANCE POINT FOB DESTINATION
--	---	---

13. PRIME CONTRACTOR HARRIS CORPORATION, GCSD P.O. BOX 37 MELBOURNE, FL 32902	14. PRIME CONTRACT ADMINISTERED BY
--	------------------------------------

15. SHIPPED FROM(IF OTHER THAN 11.) HARRIS CORPORATION, GCSD 407 N. JOHN RODES BLVD MELBOURNE, FL 32934	16. PAYMENT WILL BE MADE BY
--	-----------------------------

17. SHIPPED TO MICHIGAN DEPT OF STATE POLICE SID - REGION 1 (LANSING) TSU 4000 COLLINS ROAD LANSING, MI 48910	18. MARKED FOR ATTN: RMA: PHONE: FAX:
---	---

19. ITEM NO.	20. DESCRIPTION	21. QTY TO SHIP	22. UNIT OF MEASURE	23. UNIT PRICE	24. EXTENDED PRICE
001	LAPTOP	1	EA	\$169,500.00	\$169,500.00
002		1	EA	\$0.00	\$0.00
003		1	EA	\$0.00	\$0.00
004		1	EA	\$22,000.00	\$22,000.00
005		1	EA	\$22,000.00	\$22,000.00
006		1	EA	\$20,000.00	\$20,000.00
007		1	EA	\$20,200.00	\$20,200.00
008		1	EA	\$20,200.00	\$20,200.00
009		1	EA	\$38,400.00	\$38,400.00

DIMS & TRACKING #'s:  
 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

25. EXPORT INFO	COUNTRY OF ORIGIN: TOTAL VALUE OF SHIPMENT (USD): LICENSE NUMBER: EXP DATE:                      LOGGED:	AES XTN: AES ITN: INCO: ENTRY NUMBER:
-----------------	---	--

26. REASON FOR SHIPMENT CONTRACTUAL	28. PACKAGED BY AP	DATE 20-Nov-13
--	-----------------------	-------------------

27. SHIPPING INSPECTOR M. STAZENSKI Q633 20-Nov-13	28. DIMENSIONS ** SEE ABOVE	30. TYPED BY rhl	DATE 20-Nov-13
---	--------------------------------	---------------------	-------------------

31. NUMBER OF PIECES                      32. WEIGHT (pounds)

**Olivarez, Victoria (MSP)**

---

**From:**  
**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](mailto: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 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](mailto: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

FORM DMB-287  
(REV 11/94)

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 | 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

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

1	680-87	1.00	EA	169,500.0000	169,500.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

2	680-87	1.00	EA	22,000.0000	22,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

3	680-87	1.00	EA	22,000.0000	22,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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

PAGE : 2

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER

551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

6	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

7	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

8	680-87	1.00	EA	38,400.0000	38,400.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

9	680-87	1.00	EA	4,000.0000	4,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

TRAINING

10	680-87	1.00	EA	120,000.0000	120,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

11	680-87	1.00	EA	22,000.0000	22,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

12	680-87	1.00	EA	20,000.0000	20,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

13	680-87	1.00	EA	18,550.0000	18,550.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

14	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

## STATE OF MICHIGAN

PAGE : 3

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER | 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

15	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

16	680-87	1.00	EA	21,650.0000	21,650.00
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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

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

## STATE OF MICHIGAN

PAGE : 4

FORM DMB-287 ;  
(REV 11/94)

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 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



## STATE OF MICHIGAN

PAGE : 5

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER | 551N3200558

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

STATE OF MICHIGAN

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER 551N3200558

MANUFACTURER, OR SUPPLIER WHO IS SMILARLY 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.

PARTIIAL 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	43840	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									77199.31
07	551	3	31000	43810	6500									83829.00
08	551	3	31000	43810	6245									42000.00
09	551	3	31000	43810	6125									16000.00
10	551	3	44500	43805	6500									19371.69

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

**Olivarez, Victoria (MSP)**

---

**From:** Ferris, Kelly (MSP)  
**Sent:** Thursday, January 23, 2014 10:05 AM  
**To:** Olivarez, Victoria (MSP)  
**Subject:** Harris Corp  
**Attachments:** HarrisCorp.pdf

See attached.

*Kelly S. Ferris*, Acct Tech  
DTMB Financial Services – MSP Accounting  
2<sup>nd</sup> Floor, Lewis Cass Bldg  
Phone (517) 241-1574  
Fax (517) 241-1859  
[ferrisk3@michigan.gov](mailto:ferrisk3@michigan.gov)

Jan. 15. 2014 3:55PM

No. 2306 P. 2

PCHL141@ V5.0

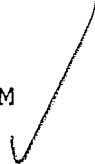
ADVANCED PURCHASING/INVENTORY

01/14/2014

2:31 PM

LINK TO:

VOUCHER HEADER ENTRY



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

1/16/14

Jan. 15. 2014 3:55PM

No. 2306 P. 3

551X3202836

551V4300770

Harris Proprietary



HARRIS CORP - WIRELESS PRODUCTS GROUP  
 P.O. BOX 9800, M/S R5-11A  
 MELBOURNE, FL 32902-9800  
 PH: 800-350-5297, FAX: 321-309-7437, wpg@harris.com

Invoice No:	INV6779-03960
Date:	11/21/2013
Page:	2

RECEIVED

JAN 14 2014

Invoice

FIELD SERVICE BUREAU

Bill To:  
 Michigan State Police  
 Field Services Bureau  
 Administrative Section  
 PO Box 30834  
 Lansing MI 48913

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

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.

Purchase Order No.	Customer ID	Salesperson	Shipping Method	Payment Terms	Req. Ship Date	Harris Ord No.
651N3200558	MICH-STATE-POL	WPGJ		Net 30	10/20/2013	ORD6779-02434

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		Serial Number			\$20,200.00	\$20,200.00
1	1		Serial Number			\$38,400.00	\$38,400.00
1	1	1	TRAIN-MLB	Training - Melbourne (tuition only)		- \$4,000.00	\$0.00
1	1	1				- \$120,000.00	\$0.00
1	1	1		Laptop PC			\$0.00
1	1	1				- \$21,650.00	\$0.00
1	1	1				\$22,000.00	\$0.00
1	1	1				\$20,000.00	\$0.00
1	1	1				- \$18,550.00	\$0.00
1	1	1				* \$20,200.00	\$0.00
1	1	1				* \$20,200.00	\$0.00

Jan. 15. 2014 3:55PM

No. 2306 P. 4



Harris Proprietary

Invoice	INV6779-03960
Date	11/21/2013
Page	3

HARRIS CORP - WIRELESS PRODUCTS GROUP  
 P.O. BOX 9800, M/S R5-11A  
 MELBOURNE, FL 32902-9800  
 PH: 800-368-5297, FAX: 321-309-7497, wpg@harris.com

# Invoice

<b>Bill To:</b> Michigan State Police Field Services Bureau Administrative Section PO Box 30634 Lansing MI 48913
---

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

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Purchase Order No.	Customer ID	Salesperson	Shipping Method	Bot. Terms	Req. Ship Date	Harris Ord. No.
551N3200658	MICH-STATE-POL	WPG3		Nat 30	10/28/2013	ORD6779-02434

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
4		4	TRAIN-MLB	Training - Melbourne (tu/lon only)		\$4,000.00	\$0.00

<b>Remit Payment To:</b>		
Electronic Funds Transfer (EFT):	GCSD Mail Deposits:	GCSD Overnight Deliveries:
	Harris GCSD	Harris GCSD - FR 6759

Subtotal	\$312,300.00
Deposit	\$0.00
Misc	\$0.00
	\$0.00

Jan. 15. 2014 3:56PM

No. 2306 P. 5



SHIPPER

1. SHIPMENT NO.		2. REFERENCE #		3. CONTRACT NUMBER/P.O. NUMBER		4. SUPPLEMENTS & CHANGE ORDERS		5. PROJECT/ACTIVITY or DEPT	
		MICH 553		651N3200668				6770-X953	
6. SHIPPED VIA				7. PAYMENT TERMS		8. DATE SHIPPED		9. PAGE OF	
FEDEX - 2D				** SEE BELOW		PREPAID		20-Nov-13 1 1	
10. SHIPMENT INITIATED BY			11. SHIPMENT AUTHORIZED BY			12. ACCEPTANCE POINT			
JRUBEL (JRUBEL@HARRIS.COM/309-7320)			BCURRY (BCURRY@HARRIS.COM/302-7163)			FOB DESTINATION			
13. PRIME CONTRACTOR					14. PRIME CONTRACT ADMINISTERED BY				
HARRIS CORPORATION, GCSD P.O. BOX 37 MELBOURNE, FL 32802									
15. SHIPPED FROM (IF OTHER THAN 11)					16. PAYMENT WILL BE MADE BY				
HARRIS CORPORATION, GCSD 407 N. JOHN RODES BLVD MELBOURNE, FL 32804									
17. SHIPPED TO					18. MARKED FOR				
MICHIGAN DEPT OF STATE POLICE SID - REGION 1 (LANSING) TSU 4000 COLLINS ROAD LANSING, MI 48910					ATTN: RMA: PHONE: FAX:				
19. ITEM NO.	20. DESCRIPTION			21. QTY TO SHIP	22. UNIT OF MEASURE	23. UNIT PRICE	24. EXTENDED PRICE		
001				1	EA	\$169,500.00	\$169,500.00		
002				1	EA	\$0.00	\$0.00		
003				1	EA	\$0.00	\$0.00		
004				1	EA	\$22,000.00	\$22,000.00		
005				1	EA	\$22,000.00	\$22,000.00		
006				1	EA	\$20,000.00	\$20,000.00		
007				1	EA	\$20,200.00	\$20,200.00		
008				1	EA	\$20,200.00	\$20,200.00		
009				1	EA	\$38,400.00	\$38,400.00		
<p>DIMS &amp; TRACKING #'s:</p> <p>1 CTN - 29 x 29 x 16 @ 54# - 7972 0666 0534</p> <p>1 CTN - 28 x 28 x 18 @ 104# - 7972 0666 0280</p> <p>1 CTN - 31 x 23 x 16 @ 75# - 7972 0666 0306</p> <p>1 CTN - 31 x 23 x 16 @ 75# - 7972 0666 0876</p>									
25. EXPORT INFO		COUNTRY OF ORIGIN:			AES XTN:				
		TOTAL VALUE OF SHIPMENT (USD):			AES ITN:				
		LICENSE NUMBER:			INCO:				
		EXP DATE:			ENTRY NUMBER:				
26. REASON FOR SHIPMENT					27. PACKAGED BY				
CONTRACTUAL					DATE				
					AP 20-Nov-13				
27. SHIPPING INSPECTOR			28. DIMENSIONS		29. TYPED BY			DATE	
M. STAZENSKI Q833 20-Nov-13					rhl			20-Nov-13	
					30. NUMBER OF PIECES		31. WEIGHT (pounds)		
					4 CTNS		308#		

Jan. 15. 2014 3:48PM

No. 2302 P. 2

PCHL1410 V5.0

ADVANCED PURCHASING/INVENTORY

01/14/2014 4:18 PM

LINK TO:

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:  
DEPARTMENT : 55125000 DEPARTMENTAL SERVICE DOC REF NO:  
AMOUNT VOUCHERED : 239,500.00 PART/FINAL: P (P/F) CREATE: 01/14/14  
PURCHASE ORDER NO : 551N3200558 CHANGE NO : 002 UPDATE: 01/14/14  
INVOICE NUMBER : INV6779-04003 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

167  
1/16/14



Jan. 15. 2014 3:49PM

No. 2302 P. 3



Harris Proprietary

Invoice:	INV6778-04003
Date:	12/20/2013
Pages:	1

551X4300602  
551V4300772

# Invoice

HARRIS CORP - WIRELESS PRODUCTS GROUP  
P.O. BOX 9600, M/S R6-11A  
MELBOURNE, FL 32902-9600  
PH: 800-368-6297, FAX: 321-308-7437, wpg@harris.com

<b>Bill To:</b>
Michigan State Police Field Services Bureau Administrative Section PO Box 30634 Lansing MI 48913

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

DISCLOSURE OF THIS DOCUMENT AND THE INFORMATION IT CONTAINS ARE STRICTLY PROHIBITED BY FEDERAL LAW (16 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.

Purchase Order No.	Customer ID	Shipperson	Shipping Method	Print Date	Req Ship Date	Plant Code
551N3200658	MICH-STATE-POL	WPG3		Net 30	10/28/2013	ORD6778-02434

Ordered	Shipped	Qty	Item Number	Description	Discount	Unit Price	Ext Price
1	1		Serial Number:			X \$18,550.00	\$18,550.00
1			TRAIN-MLB	Training - Melbourne (tuition only)		\$4,000.00	\$0.00
1	1		Serial Number			X \$120,000.00	\$120,000.00
1	1		Laptop PC				\$0.00
1	1		Serial Number			X \$21,850.00	\$0.00
1	1		Serial Number			X \$22,000.00	\$22,000.00
1	1		Serial Number			X \$20,000.00	\$20,000.00
1	1		Serial Number			X \$18,550.00	\$18,550.00
1	1		Serial Number			X \$20,200.00	\$20,200.00

Jan. 15. 2014 3:49PM

No. 2302 P. 4



Harris Proprietary

Invoice	INV6778-04003
Date	12/20/2013
Pages	2

HARRIS CORP - WIRELESS PRODUCTS GROUP  
 P.O. BOX 9800, M/S R6-11A  
 MELBOURNE, FL 32902-9800  
 PH: 800-368-6297, FAX: 321-309-7497, wpg@harris.com

# Invoice

<b>Bill To:</b>
Michigan State Police Field Services Bureau Administrative Section PO Box 30634 Lansing MI 48913

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

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Purchase Order No.	Customer ID	Salesperson	Shipping Method	Payment Terms	Requested Date	Harris Order No.
881N3200658	MICH-STATE-POL	WPG8		Net 30	10/28/2013	ORD6778-02434

Ordered	Shipped	EO	Item Number	Description	Discount	Unit Price	Ext Price
1	1			Serial Number		X \$20,200.00	\$20,200.00
4		4	TRAIN-MLB	Training - Melbourne (tullon only)		\$4,000.00	\$0.00

<b>Remit Payment To:</b>			<b>Subtotal</b>	\$238,600.00
<b>Electronic Funds Transfer (EFT):</b>	<b>GCSD Mail Deposits:</b>	<b>GCSD Overnight Deliveries:</b>	<b>Discount</b>	\$0.00
Harris GCSD	Harris GCSD	Harris GCSD - LB 6789	<b>Misc</b>	\$0.00
			<b>Tax</b>	\$0.00

Jan. 15. 2014 3:49PM

No. 2302 P. 5



SHIPPER

1. SHIPMENT NO.		2. REFERENCE # MICH 658		3. CONTRACT NUMBER/P.O. NUMBER 551N3200558		4. SUPPLEMENTS & CHANGE ORDERS		5. PROJECT/ACTIVITY or DEPT 0779-X053	
6. SHIPPED VIA <b>FEDEX - ON</b>				7. PAYMENT TERMS PREPAID		8. DATE SHIPPED 19-Dec-13		9. PAGE OF 1 1	
10. SHIPMENT ORIGINATED BY JRUBEL (JRUBEL@HARRIS.COM)309-7920				11. SHIPMENT AUTHORIZED BY BCURRY (BCURRY@HARRIS.COM)309-7165		12. ACCEPTANCE POINT FOB DESTINATION			
13. PRIME CONTRACTOR HARRIS CORPORATION, GCSD P.O. BOX 37 MELBOURNE, FL 32902				14. PRIME CONTRACT ADMINISTERED BY					
16. SHIPPED FROM (IF OTHER THAN 11.) HARRIS CORPORATION, GCSD 407 N. JOHN RODES BLVD MELBOURNE, FL 32934				18. PAYMENT WILL BE MADE BY					
17. SHIPPED TO MICHIGAN DEPT OF STATE POLICE SID - REGION 1 (LANSING) TSU 4000 COLLINS ROAD LANSING, MI 48910				19. MARKED FOR ATTN: RMA: PHONE: FAX:					
20. ITEM NO.	20. DESCRIPTION	21. QTY TO SHIP	22. UNIT OF MEASURE	23. UNIT PRICE	24. EXTENDED PRICE				
001		1	EA	\$120,000.00	\$120,000.00				
002		1	EA	\$0.00	\$0.00				
003		1	EA	\$22,000.00	\$22,000.00				
004		1	EA	\$20,000.00	\$20,000.00				
005		2	EA	\$18,550.00	\$37,100.00				
008		1	EA	\$20,200.00	\$20,200.00				
007		1	EA	\$20,200.00	\$20,200.00				
008		8	EA	\$410.00	\$3,280.00				
26. EXPORT INFO		COUNTRY OF ORIGIN:		TOTAL VALUE OF SHIPMENT (USD): \$242,780.00		AES XTN:			
		LICENSE NUMBER:		EXP DATE:		AES ITN:			
		LOADED:		ENTRY NUMBER:					
27. REASON FOR SHIPMENT CONTRACTUAL						28. PACKAGED BY AP			
						DATE 19-Dec-13			
27. SHIPPING INSPECTOR		29. DIMENSIONS 1 SKD 48 X 40 X 36 400 #				30. TYPED BY AP			
						DATE 19-Dec-13			
		31. NUMBER OF PIECES 1 SKD		32. WEIGHT (pounds) 400 #					
		33. SHIPPER NUMBER							



Harris Proprietary

Invoice	INV6779-04003
Date	12/20/2013
Page	1

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

<b>Bill To:</b>
Michigan State Police Field Services Bureau Administrative Section PO Box 30634 Lansing MI 48913

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

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Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt Terms	Req Ship Date	Harris Ord No.
551N3200558	MICH-STATE-POL	WPG3		Net 30	10/28/2013	ORD6779-02434

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext Price
1	1			Serial Number		\$18,550.00	\$18,550.00
1		1	TRAIN-MLB	Training - Melbourne (tuition only)		\$4,000.00	\$0.00
1	1			Serial Number		\$120,000.00	\$120,000.00
1	1			Laptop PC			\$0.00
1		1				\$21,650.00	\$0.00
1	1			Serial Number		\$22,000.00	\$22,000.00
1	1			Serial Number		\$20,000.00	\$20,000.00
1	1			Serial Number		\$18,550.00	\$18,550.00
1	1			Serial Number		\$20,200.00	\$20,200.00



Harris Proprietary

Invoice	INV6779-04003
Date	12/20/2013
Page	2

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

<b>Bill To:</b>
Michigan State Police Field Services Bureau Administrative Section PO Box 30634 Lansing MI 48913

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

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<b>Purchase Order No.</b>	<b>Customer ID</b>	<b>Salesperson</b>	<b>Shipping Method</b>	<b>Pmt Terms</b>	<b>Req Ship Date</b>	<b>Harris Ord No.</b>
551N3200558	MICH-STATE-POL	WPG3		Net 30	10/28/2013	ORD6779-02434

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1			Serial Number		\$20,200.00	\$20,200.00
4			4 TRAIN-MLB	Training - Melbourne (tuition only)		\$4,000.00	\$0.00

<b>Remit Payment To:</b>	<b>Subtotal</b>	\$239,500.00
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**SHIPPER**

1. SHIPMENT NO.	2. REFERENCE # MICH 558	3. CONTRACT NUMBER/P.O. NUMBER 551N3200558	4. SUPPLEMENTS & CHANGE ORDERS	5. PROJECT/ACTIVITY or DEPT 6779-X953
-----------------	----------------------------	---	--------------------------------	--

6. SHIPPED VIA <b>FEDEX - ON</b>	7. PAYMENT TERMS PREPAID	8. DATE SHIPPED 19-Dec-13	9. PAGE OF 1 1
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10. SHIPMENT INITIATED BY JRUBEL (JRUBEL@HARRIS.COM/309-7320)	11. SHIPMENT AUTHORIZED BY BCURRY (BCURRY@HARRIS.COM/309-7163)	12. ACCEPTANCE POINT FOB DESTINATION
--	---	---

13. PRIME CONTRACTOR HARRIS CORPORATION, GCSD P.O. BOX 37 MELBOURNE, FL 32902	14. PRIME CONTRACT ADMINISTERED BY
--	------------------------------------

15. SHIPPED FROM(IF OTHER THAN 11.) HARRIS CORPORATION, GCSD 407 N. JOHN RODES BLVD MELBOURNE, FL 32934	16. PAYMENT WILL BE MADE BY
--	-----------------------------

17. SHIPPED TO MICHIGAN DEPT OF STATE POLICE SID - REGION 1 (LANSING) TSU 4000 COLLINS ROAD LANSING, MI 48910	18. MARKED FOR ATTN: RMA: PHONE: FAX:
---	---

19. ITEM NO.	20. DESCRIPTION	21. QTY TO SHIP	22. UNIT OF MEASURE	23. UNIT PRICE	24. EXTENDED PRICE
001		1	EA	\$120,000.00	\$120,000.00
002		1	EA	\$0.00	\$0.00
003		1	EA	\$22,000.00	\$22,000.00
004		1	EA	\$20,000.00	\$20,000.00
005		2	EA	\$18,550.00	\$37,100.00
006		1	EA	\$20,200.00	\$20,200.00
007		1	EA	\$20,200.00	\$20,200.00
008		8	EA	\$410.00	\$3,280.00

25. EXPORT INFO	COUNTRY OF ORIGIN: TOTAL VALUE OF SHIPMENT (USD): \$242,780.00 LICENSE NUMBER: EXP DATE:                      LODGED:	AES XTN: AES ITN: INCO: ENTRY NUMBER:
-----------------	--	--

26. REASON FOR SHIPMENT CONTRACTUAL	29. PACKAGED BY AP	DATE 19-Dec-13
--	-----------------------	-------------------

27. SHIPPING INSPECTOR	28. DIMENSIONS 1 SKD 48 X 40 X 36 409 #	30. TYPED BY AP	DATE 19-Dec-13
------------------------	--	--------------------	-------------------

31. NUMBER OF PIECES	32. WEIGHT (pounds)
----------------------	---------------------

STATE OF MICHIGAN

PAGE : 1

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER

NUMBER 551N3200558

*Revised P.O.*

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

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

## STATE OF MICHIGAN

PAGE : 2

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER

551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

6	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
7	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
8	680-87	1.00	EA	38,400.0000	38,400.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
9	680-87	1.00	EA	4,000.0000	4,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
TRAINING					
10	680-87	1.00	EA	120,000.0000	120,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
11	680-87	1.00	EA	22,000.0000	22,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
12	680-87	1.00	EA	20,000.0000	20,000.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
13	680-87	1.00	EA	18,550.0000	18,550.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					
14	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					



## STATE OF MICHIGAN

PAGE : 3

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER | 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

15	680-87	1.00	EA	20,200.0000	20,200.00
SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES					

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 Alvarez*  
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

## STATE OF MICHIGAN

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER

PAGE : 4

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 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

## STATE OF MICHIGAN

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER

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551N3200558

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

STATE OF MICHIGAN

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FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER

NUMBER 551N3200558

MANUFACTURER, OR SUPPLIER WHO IS SMILARLY 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.

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	43840	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 ---

PCHL1515 V5.0

ADVANCED PURCHASING/INVENTORY

01/23/2014 9:39 AM

LINK TO:

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

F1-HELP

F5-NEXT

F6-VIEW DOC

F7-PRIOR BLK F8-NEXT BLK F9-LINK

F11-VW ACCTG

G692 - INQUIRY SUCCESSFUL, TRANSACTION READY FOR UPDATE

PCHL1515 V5.0

ADVANCED PURCHASING/INVENTORY

01/23/2014

9:40 AM

LINK TO:

INVOICE DETAIL ENTRY

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

F1-HELP

F5-NEXT

F6-VIEW DOC

F7-PRIOR BLK F8-NEXT BLK F9-LINK

F11-VW ACCTG.

G692 - INQUIRY SUCCESSFUL, TRANSACTION READY FOR UPDATE



Harris Proprietary

Invoice	INV6779-03950
Date	11/21/2013
Page	1

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

551N3200558  
 [Handwritten signature and scribbles]

**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 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.

Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt Terms	Req Ship Date	Harris Ord No.
551N3200558	MICH-STATE-POL	WPG3		Net 30	10/28/2013	ORD6779-02434

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1			Serial Number		\$169,500.00	\$169,500.00 ✓
1	1			Laptop PC			\$0.00
1	1			Serial Number			\$0.00
				The above software license is a no charge line item for th			
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	1				\$18,550.00	\$0.00 ✓
1	1					\$20,200.00	\$20,200.00 ✓



Harris Proprietary

Invoice	INV6779-03950
Date	11/21/2013
Page	2

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

<b>Bill To:</b>
Michigan State Police Field Services Bureau Administrative Section PO Box 30634 Lansing MI 48913

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

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<b>Purchase Order No.</b>	<b>Customer ID</b>	<b>Salesperson</b>	<b>Shipping Method</b>	<b>Pmt Terms</b>	<b>Req Ship Date</b>	<b>Harris Ord No.</b>
551N3200558	MICH-STATE-POL	WPG3		Net 30	10/28/2013	ORD6779-02434

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		Serial Number	Serial Number		\$20,200.00	\$20,200.00
1	1		Serial Number	Serial Number		\$38,400.00	\$38,400.00
1		1	TRAIN-MLB	Training - Melbourne (tuition only)		\$4,000.00	\$0.00
1		1				\$120,000.00	\$0.00
1		1		Laptop PC			\$0.00
1		1				\$21,650.00	\$0.00
1		1				\$22,000.00	\$0.00
1		1				\$20,000.00	\$0.00
1		1				\$18,550.00	\$0.00
1		1				\$20,200.00	\$0.00
1		1				\$20,200.00	\$0.00





Harris Proprietary

Invoice	INV6779-03950
Date	11/21/2013
Page	3

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

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<b>Purchase Order No.</b>	<b>Customer ID</b>	<b>Salesperson</b>	<b>Shipping Method</b>	<b>Pmt Terms</b>	<b>Req Ship Date</b>	<b>Harris Ord No.</b>
551N3200558	MICH-STATE-POL	WPG3		Net 30	10/28/2013	ORD6779-02434

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:

<b>Subtotal</b>	<b>\$312,300.00</b>
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STATE OF MICHIGAN

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FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER

NUMBER 551N3200558

*Revised P.O.*

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

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

## STATE OF MICHIGAN

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FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

## SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

6	680-87	1.00	EA	20,200.0000	20,200.00 ✓
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## SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

7	680-87	1.00	EA	20,200.0000	20,200.00 ✓
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## SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

8	680-87	1.00	EA	38,400.0000	38,400.00 ✓
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## SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

9	680-87	1.00	EA	4,000.0000	4,000.00 ✓
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## SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

## TRAINING

10	680-87	1.00	EA	120,000.0000	120,000.00 ✓
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## SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

11	680-87	1.00	EA	22,000.0000	22,000.00 ✓
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## SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

12	680-87	1.00	EA	20,000.0000	20,000.00 ✓
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## SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

13	680-87	1.00	EA	18,550.0000	18,550.00 ✓
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## SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

14	680-87	1.00	EA	20,200.0000	20,200.00 ✓
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## SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

## STATE OF MICHIGAN

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER | PAGE : 3  
NUMBER | 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

15	680-87	1.00	EA	20,200.0000	20,200.00 ✓
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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

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

TRAINING

GRAND TOTAL					593,450.00
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ADDITIONAL REQUIREMENTS :

*Victoria Olivarez*  
 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

## STATE OF MICHIGAN

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FORM DMB-287  
(REV 11/94)

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 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

## STATE OF MICHIGAN

PAGE : 5

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER

NUMBER | 551N3200558

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

STATE OF MICHIGAN

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER

551N3200558

MANUFACTURER, OR SUPPLIER WHO IS SMILARLY 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.

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	43840	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



**Olivarez, Victoria (MSP)**

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**From:**  
**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](mailto: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

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**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](mailto: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

FORM DMB-287  
(REV 11/94)

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
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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
COMMODITY NAME/SPECIFICATIONS					

1	680-87	1.00	EA	169,500.0000	169,500.00 ✓
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

2	680-87	1.00	EA	22,000.0000	22,000.00 ✓
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

3	680-87	1.00	EA	22,000.0000	22,000.00 ✓ - pdt.
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

4	680-87	1.00	EA	20,000.0000	20,000.00 ✓ - pdt.
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

5	680-87	1.00	EA	18,550.0000	18,550.00 ✓ - pdt.
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## STATE OF MICHIGAN

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FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER

NUMBER | 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

6	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

7	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

8	680-87	1.00	EA	38,400.0000	38,400.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

9	680-87	1.00	EA	4,000.0000	4,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

TRAINING

10	680-87	1.00	EA	120,000.0000	120,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

11	680-87	1.00	EA	22,000.0000	22,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

12	680-87	1.00	EA	20,000.0000	20,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

13	680-87	1.00	EA	18,550.0000	18,550.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

14	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

## STATE OF MICHIGAN

PAGE : 3

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

15	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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

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

TRAINING

GRAND TOTAL					593,450.00
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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

FORM DMB-287  
(REV 11/94)

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 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

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FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER

551N3200558

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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	43840	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									77199.31
07	551	3	31000	43810	6500									83829.00
08	551	3	31000	43810	6245									42000.00
09	551	3	31000	43810	6125									16000.00
10	551	3	44500	43805	6500									19371.69

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

--- END OF DOCUMENT ---



LINK TO: \_\_\_\_\_ DOCUMENT TRACKING INQUIRY NOTE: N PROD

AGY: 551 DOC NO: V4300770 FY: 14 STATUS: Y

TAPE NO: DOC AMT: 117,200.00 ARCHIVE REF NO:

BATCH - AGY: 551 DATE: 011414 TYPE: A NO: D2Q

RQ ACT:

COMPUTED COUNT: 00001 COMPUTED AMOUNT: 58,600.00 CNTL AGY:

\* \* \* \* \* ACTION HISTORY \* \* \* \* \*

DATE	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

PURCHASE ORDER/CONTRACT ID: 551N3200558

S REQ ID

INVOICE NUMBER	STATUS	DATE	COMMODITY	LINE	QTY INVOICED
----------------	--------	------	-----------	------	--------------

551N3200558

551N3200558

PVCH 01/14/14 680-87

002

551N3200558

PVCH

680-87

003

551N3200558

PVCH

680-87

004

551N3200558

PVCH

680-87

005

551N3200558

PVCH

680-87

006

551N3200558

PVCH

680-87

007

1.00

*20,000.00*

F1-HELP

F2-SEL INVOIC

F5-NEXT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

PURCHASE ORDER/CONTRACT ID: 551N3200558

-----

S REQ ID

INVOICE NUMBER	STATUS	DATE	COMMODITY	LINE	QTY INVOICED
551N3200558					
551N3200558	PVCH	01/14/14	680-87	008	38,400. 1.00
551N3200558					
	PVCH		680-87	009	
551N3200558					
	PVCH		680-87	010	
551N3200558					
	PVCH		680-87	011	
551N3200558					
	PVCH		680-87	012	
551N3200558					
	PVCH		680-87	013	

F1-HELP      F2-SEL INVOIC      F5-NEXT  
 F7-PRIOR PG   F8-NEXT PG   F9-LINK

-----

PURCHASE ORDER/CONTRACT ID: 551N3200558

S REQ ID

INVOICE NUMBER	STATUS	DATE	COMMODITY	LINE	QTY INVOICED
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551N3200558

INV6779-03950

NOPT 01/14/14 680-87

015

551N3200558

NOPT

680-87

016

551N3200558

NOPT

680-87

017

551N3200558

INV6779-04003

PVCH 01/14/14 680-87

001

551N3200558

PVCH

680-87

002

551N3200558

PVCH

680-87

003

1.00

*22,200*

F1-HELP

F2-SEL INVOIC

F5-NEXT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

LINK TO:

INVOICES BY PURCHASE ORDER/CONTRACT

PAGE 10 OF 12

PURCHASE ORDER/CONTRACT ID: 551N3200558

S REQ ID

INVOICE NUMBER	STATUS	DATE	COMMODITY	LINE	QTY INVOICED
551N3200558 INV6779-04003	PVCH	01/14/14	680-87	004	1.00
551N3200558	PVCH		680-87	005	1.00
551N3200558	PVCH		680-87	006	1.00
551N3200558	PVCH		680-87	007	
551N3200558	PVCH		680-87	008	
551N3200558	PVCH		680-87	009	

*20,000*

*18,550*

*20,200*

F1-HELP

F2-SEL INVOIC

F5-NEXT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

LINK TO:

INVOICES BY PURCHASE ORDER/CONTRACT

PURCHASE ORDER/CONTRACT ID: 551N3200558

S REQ ID

INVOICE NUMBER	STATUS	DATE	COMMODITY	LINE	QTY INVOICED
551N3200558 INV6779-04003	PVCH	01/14/14	680-87	010	1.00
551N3200558	PVCH		680-87	011	
551N3200558	PVCH		680-87	012	
551N3200558	PVCH		680-87	013	1.00
551N3200558	PVCH		680-87	014	
551N3200558	PVCH		680-87	015	1.00

*120,000*

*18,550*

*20,200*

F1-HELP

F2-SEL INVOIC

F5-NEXT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

**Olivarez, Victoria (MSP)**

---

**From:** Olivarez, Victoria (MSP)  
**Sent:** Thursday, January 23, 2014 8:11 AM  
**To:**  
**Subject:** FW: Harris Corp. Invoice No. INV6779-03950  
**Attachments:** INV6779-03950.MICHIGANPD.pdf

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 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](mailto: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.

**Olivarez, Victoria (MSP)**

---

**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  
**Attachments:** INV6779-03950.MICHIGANPD.pdf

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Thank you.

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STATE OF MICHIGAN

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER

NUMBER 551N3200558

*Revised P.O.*

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

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
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

2	680-87	1.00	EA	22,000.0000	22,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

3	680-87	1.00	EA	22,000.0000	22,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER

PAGE : 2

551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

6	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

7	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

8	680-87	1.00	EA	38,400.0000	38,400.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

9	680-87	1.00	EA	4,000.0000	4,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

TRAINING

10	680-87	1.00	EA	120,000.0000	120,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

11	680-87	1.00	EA	22,000.0000	22,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

12	680-87	1.00	EA	20,000.0000	20,000.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

13	680-87	1.00	EA	18,550.0000	18,550.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

14	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

## STATE OF MICHIGAN

PAGE : 3

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER |-----  
NUMBER | 551N3200558

ITEM	COMMODITY ID	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
COMMODITY NAME/SPECIFICATIONS					

15	680-87	1.00	EA	20,200.0000	20,200.00
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SURVEILLANCE AND COUNTERSURVEILLANCE EQUIPMENT AND SUPPLIES

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

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

TRAINING

GRAND TOTAL					593,450.00
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ADDITIONAL REQUIREMENTS :

*Victoria Olivarez*  
 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

FORM DMB-287  
(REV 11/94)

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 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

## STATE OF MICHIGAN

PAGE : 5

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER |  
NUMBER | 551N3200558

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

FORM DMB-287  
(REV 11/94)

PURCHASE ORDER

PURCHASE ORDER  
NUMBER 551N3200558

MANUFACTURER, OR SUPPLIER WHO IS SMILARLY 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.

## 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	43840	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

Invoice	INV6779-03950
Date	11/21/2013
Page	1

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

<b>Bill To:</b>
Michigan State Police Field Services Bureau Administrative Section PO Box 30634 Lansing MI 48913

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

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Purchase Order No.	Customer ID	Salesperson	Shipping Method	Pmt Terms	Req Ship Date	Harris Ord No.	
551N3200558	MICH-STATE-POL	WPG3		Net 30	10/28/2013	ORD6779-02434	
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1			Serial Number		\$169,500.00	\$169,500.00
1	1			Laptop PC			\$0.00
1	1			Serial Number			\$0.00
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				\$18,550.00	\$0.00
1	1					\$20,200.00	\$20,200.00



Harris Proprietary

Invoice	INV6779-03950
Date	11/21/2013
Page	2

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Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1		Serial Number			\$20,200.00	\$20,200.00
1	1		Serial Number			\$38,400.00	\$38,400.00
1		1	TRAIN-MLB	Training - Melbourne (tuition only)		\$4,000.00	\$0.00
1		1				\$120,000.00	\$0.00
1		1		Laptop PC		\$0.00	\$0.00
1		1				\$21,650.00	\$0.00
1		1				\$22,000.00	\$0.00
1		1				\$20,000.00	\$0.00
1		1				\$18,550.00	\$0.00
1		1				\$20,200.00	\$0.00
1		1				\$20,200.00	\$0.00





Harris Proprietary

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551N3200558	MICH-STATE-POL	WPG3		Net 30	10/28/2013	ORD6779-02434

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

<b>Remit Payment To:</b>		
<b>Electronic Funds Transfer (EFT):</b>	<b>GCSD Mail Deposits:</b>	<b>GCSD Overnight Deliveries:</b>
Harris Corporation, GCSD Citibank Delaware Philadelphia, PA Account No: 30523187 ABA Rtg No: 021000089	Harris GCSD P.O. Box 7247 - LB 6759 Philadelphia, PA 19170-6759	Harris GCSD - LB 6759 C/O Citibank Delaware Lockbox Operations 1615 Brett Road New Castle, DE 19720 Phone number: 302-323-3600

<b>Subtotal</b>	\$312,300.00
<b>Deposit</b>	\$0.00
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Purchase Price</b>	\$312,300.00

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



SHIPPER

1. SHIPMENT NO.		2. REFERENCE # MICH 658		3. CONTRACT NUMBER/P.O. NUMBER 551N3200558		4. SUPPLEMENTS & CHANGE ORDERS		5. PROJECT/ACTIVITY or DEPT 6779-X953		
6. SHIPPED VIA <b>FEDEX - 2D</b>				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 BCURRY (BCURRY@HARRIS.COM/309-7163)				12. ACCEPTANCE POINT FOB DESTINATION		
13. PRIME CONTRACTOR HARRIS CORPORATION, GCSD P.O. BOX 37 MELBOURNE, FL 32902				14. PRIME CONTRACT ADMINISTERED BY						
15. SHIPPED FROM (IF OTHER THAN 11.) HARRIS CORPORATION, GCSD 407 N. JOHN RODES BLVD MELBOURNE, FL 32934				16. PAYMENT WILL BE MADE BY						
17. SHIPPED TO MICHIGAN DEPT OF STATE POLICE SID - REGION 1 (LANSING) TSU 4000 COLLINS ROAD LANSING, MI 48910				18. MARKED FOR ATTN: RMA: PHONE: FAX:.						
19. ITEM NO.	20. DESCRIPTION			21. QTY TO SHIP	22. UNIT OF MEASURE	23. UNIT PRICE	24. EXTENDED PRICE			
001				1	EA	\$169,500.00	\$169,500.00			
002				1	EA	\$0.00	\$0.00			
003				1	EA	\$0.00	\$0.00			
004				1	EA	\$22,000.00	\$22,000.00			
005				1	EA	\$22,000.00	\$22,000.00			
006				1	EA	\$20,000.00	\$20,000.00			
007				1	EA	\$20,200.00	\$20,200.00			
008				1	EA	\$20,200.00	\$20,200.00			
009				1	EA	\$38,400.00	\$38,400.00			
<p><b>DIMS &amp; TRACKING #'s:</b>            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</p>										
25. EXPORT INFO		COUNTRY OF ORIGIN: TOTAL VALUE OF SHIPMENT (USD): LICENSE NUMBER: EXP DATE:                      LODGED:			AES XTN: AES ITN: INCO: ENTRY NUMBER:					
26. REASON FOR SHIPMENT CONTRACTUAL					29. PACKAGED BY                      DATE AP                      20-Nov-13					
27. SHIPPING INSPECTOR M. STAZENSKI Q633                      20-Nov-13			28. DIMENSIONS ** SEE ABOVE		30. TYPED BY                      DATE rhl                      20-Nov-13					
					31. NUMBER OF PIECES 4 CTNS			32. WEIGHT (pounds) 308#		
34. CHOOSE ONE					33. SHIPPER NUMBER R14-0739					
SIGNATURE					DATE					

2434

## Olivarez, Victoria (MSP)

---

**From:** Olivarez, Victoria (MSP)  
**Sent:** Friday, January 24, 2014 9:13 AM  
**To:** Curry, Brian  
**Cc:** Zelazny, Crystal  
**Subject:** RE: Harris Corp. Invoice No. INV6779-03950

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

---

**From:** Curry, Brian [<mailto:bcurry@harris.com>]  
**Sent:** Thursday, January 23, 2014 9:39 AM  
**To:** Olivarez, Victoria (MSP)  
**Cc:** Zelazny, Crystal  
**Subject:** RE: Harris Corp. Invoice No. INV6779-03950

Vickie,

~~Attached are the two invoices we have generate to date. There are a small number of items on backlog, including training on the equipment, that will be invoiced when the equipment ships and services rendered. Feel free to pay on this second invoice as well.~~

Thanks,  
Brian Curry

---

**From:** Olivarez, Victoria (MSP) [<mailto:OlivarezV1@michigan.gov>]  
**Sent:** Thursday, January 23, 2014 9:25 AM  
**To:** Curry, Brian  
**Cc:** Zelazny, Crystal  
**Subject:** RE: Harris Corp. Invoice No. INV6779-03950

I will have the payment made today. This is just a partial invoice correct? Is there another invoice for the remaining balance on the purchase order?

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 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](mailto:brian.curry@harris.com)

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**Olivarez, Victoria (MSP)**

---

**From:** Olivarez, Victoria (MSP)  
**Sent:** Tuesday, November 11, 2014 2:04 PM  
**To:** Curry, Brian  
**Cc:** Rosenblatt, David; Zelazny, Crystal; Pustay, Matthew  
**Subject:** RE: Michigan State Police

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

PCHL2360 V4.1      ADVANCED PURCHASING/INVENTORY    11/11/2014 1:59 PM  
LINK TO:            DIRECT PURCHASE ORDER WRITING  
PO/CONTRACT ID : 551N3200558    EFF DATE: 09/31/2013  
PURCHASING TYPE : DN    INTERFACE TYPE: DP      DEPT: 55125000  
ACTION INDICATOR: P      MATCH TYPE: P1      WAREHOUSE:  
ENCUMBRANCE AMT : 593,450.00    NOTE: Y      VENDOR CHG: N  
REMAINING VALUE : 41,650.00    STATUS: CLOS    CHANGE NO: 002  
VENDOR/MAIL CODE: 2340276860 / 016    HARRIS CORPORATION      PRINT: Y  
ADDRESS      P.O. BOX 9800                      COPIES: 01  
                    CITY: MELBOURNE      ST: FL ZIP: 94065      CTRY: USA  
P/O TITLE    : SURVEILLANCE EQUIPMENT  
RETAINAGE AMT :            RETAIN PCT:            CARRY FORWARD : N  
FREIGHT CARRIER :      CONTRACT AMOUNT:      PARE IND    : N  
DELIVERY DATE : 11/25/2013    BPO/SCHED/CALL :      /    /  
EXPIRATION DATE :      F.O.B. POINT : DEST      INSURANCE CERT: N  
TRACK DATE    :      DISCOUNT TERMS : NET      SUBCONTRACTOR : N  
DIST METHOD : M    EXPEDITOR CODE :    TRACK CODE :    SERVICE DATE: 07/24/2013  
SX AGY AY INDEX PCA    COBJ AOBJ GRANT PH PROJ PH AG1 AG2 AG3    PERCENT

F1-HELP    F2-SELECT    F3-DELETE    F4-COPY    F5-NEXT    F6-VIEW DOC  
F7-ADDRESS    F8-SEL TERMS    F9-LINK    F10-SAVE    F11-VW ACCT    F12-PRINT  
G112 - INQUIRY SUCCESSFUL

---

**From:** Curry, Brian [mailto:bcurry@harris.com]  
**Sent:** Tuesday, November 11, 2014 1:59 PM  
**To:** Olivarez, Victoria (MSP)  
**Cc:** Rosenblatt, David; Zelazny, Crystal; Pustay, Matthew  
**Subject:** RE: Michigan State Police

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.

v/r,

Brian W. Curry

Contracts Manager  
Government Communications Systems

**Harris Corporation**

Office - 321.729.3803

E-mail - [brian.curry@harris.com](mailto: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?

Michigan State Police  
7119 N. Canal Rd.  
Lansing, MI 48913

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

---

**From:** Rosenblatt, David [<mailto:drosenbl@harris.com>]  
**Sent:** Monday, October 20, 2014 10:32 AM  
**To:**  
**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](mailto:brian.curry@harris.com) or 321-309-7163

We will need to complete a modification.

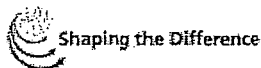
Thank you,  
Dave

**David Rosenblatt**

Harris Corporation  
Wireless Products Group  
443.829.0960

[david.rosenblatt@harris.com](mailto: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.***

SEMI-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 overweighing 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.

### CONFORMATION 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 via department memorandum, UD40. 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:

0900 – 42  
1000 – 3  
1100 – 9  
1200 – 12  
1300 – 12  
2200 – 18  
2600 – 3  
3500 – 8  
3600 – 3  
4800 – 5  
5800 – 2  
99003 - 11

**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.