

CONTRACT RELEASE: M-476

DATE: May 25, 2023

PRODUCT/SERVICE: MAINTENANCE: SECURITY SYSTEM – CAPITOL COMPLEX

CONTRACT PERIOD: JUNE 1, 2020 TO MAY 31, 2025

EXTENSION OPTIONS: 0 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER: MANDY FLUM

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WEB SITE: www.mn.gov/admin/osp/

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
HUNTINGTON TECHNICAL SERVICES, INC.	179776	1% 10, NET 30	AS SPECIFIED
MP NEXLEVEL, LLC.	179774	NET 30	AS SPECIFIED

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below.

- State agencies
- Cooperative Purchasing Venture (CPV) members
- Limited to the following entities only: MN.IT Services, Facilities Management Division and State Agencies Located in the Capitol Complex only

STATE AGENCY CONTRACT USE. State agencies should make every effort to use the Contractors listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other contractors.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contractor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

PURCHASE ORDER LIMITS. Individual purchase orders issued against this Contract for the repair or expansion of any system must not exceed \$175,000 including change orders for unforeseen conditions, unless approval is granted by the

Contract Administrator. State requirements for \$175,000 or more may be solicited and contracted for through established public works construction contracting procedures.

SPECIAL TERMS AND CONDITIONS

SCOPE. This establishes a Contract with a qualified Closed-Circuit TV (CCTV), Intercom service, and access control system provider that can provide the State with 24-hour full-service maintenance, emergency services and repairs for security systems being used within the Capitol Complex. The Capitol Complex includes all the buildings under the custodial control or management of Facilities Management Division and their associated grounds and parking facilities. This Contract is available to the Minnesota Department of Administration, Facilities Management Division and State Agencies located on the Capitol Complex.

VERIFYING THE CONTRACT PRICES. *The following information explains the methods for calculating and/or confirming the contract prices.*

This contract for maintenance, testing, repair materials and repair services contains FIXED, HOURLY RATE and COST-PLUS pricing.

- For FIXED pricing the price offered must match or be lower than that detailed herein.
- For HOURLY RATE pricing, confirm that the correct rate has been utilized by the Contractor and that the number of hours worked are properly calculated/subtotaled. Review the number of hours quoted/invoiced against the scope of your project or record of actual hours of work performed.
- For COST-PLUS pricing, calculate the Contract Price following these four steps:
 - 1) Request a copy of the supplier invoice or supplier quote from the Contractor.
 - 2) Locate the Contractor's Percentage Markup detailed below on this contract release.
 - 3) Apply the Contractor's Percentage Markup to the cost identified in Step 1.
 - 4) Confirm the price offered is equal to, or lower than, the price calculated in Step 3.

Only accept Contractor quotes that provide itemized contract pricing (lump sum quotes must be rejected and revised by the Contractor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, confirm that the services and materials ordered conform with the specifications, terms, and conditions of the contract and the pricing matches, or is lower than, contract pricing.

Contact the AMS detailed on the first page of this release to report any discrepancies or for assistance in confirming/calculating contract pricing.

PRICES. Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

CONTRACTOR INFORMATION. The following is a list of the services provided by Contractor.

Huntington Technical Services, Inc.

- Bosch Video Management System Software Maintenance
- Repair and Installation of Systems

MP Nexlevel, LLC

- Preventative Maintenance Inspections
- Repair and Installation of Systems

Note: State agencies are encouraged to obtain written price quotes from both contractors prior to issuing a purchase order for the repair and installation of systems.

ESTIMATES AND QUOTES WHEN REPAIRING OR INSTALLING SYSTEMS.

Prior to commencing work, the State may request and obtain a firm price quote from the Contractor. The Contractor and State will mutually agree upon the work to be done. Payment shall be for actual work performed and shall not exceed any price quote, unless the Contractor receives prior written acceptance from the State. The Contractor will be entitled to be paid (up to a maximum of \$50.00) as long as the Contractor stated, and the State agreed to the cost of the quote before the quote was performed. If the State pays for an estimate and the Contractor proceeds with the work, the Contractor shall deduct the cost of the estimate from the invoice amount.

At a minimum the price quote must include when repair or installation work is being performed:

- Customer name
- State Contract number
- Estimated number of hours
- Time of day services to be provided
- Labor rate applied
- Total labor cost
- Item description of the material to be used
- Item quantity
- Each material actual cost
- % mark up on material
- Price after cost plus mark up
- Total material cost

INVOICES. At a minimum each invoice must include the following when repair or installation work is being performed:

- Customer name
- State Contract number
- Actual number of hours worked
- Time of day services provided
- Labor rate applied
- Total labor cost
- Item description of the material used
- Item quantity
- Each material actual cost
- % mark up on material
- Price after cost plus mark up
- Total material cost
- Total invoice

WARRANTY.

The Contractor warrants to the ordering entity that parts and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All repair and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor and parts, at the Contractor's expense.

WORKMANSHIP AND LICENSES.

Employ personnel skilled and experienced for the specific task required. Licensed journeymen shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when work is progressing.

All Contractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

CAPITOL COMPLEX IDENTIFICATION BADGE AND UNIFORMS. The Contractor's staff members who will be working on the Capitol Complex will be required to be badged through the State Patrol Capitol Security Division. Should the Contractor have additional employees that need to be added at a later time, the Contractor shall submit the information for the background check to Scott Miron, Systems/Automation Supervisor, at Scott.Miron@state.mn.us or fax at 651.296.5158.

Each employee will have a uniform identifying the Contractor's organization for security reasons.

FIRE SAFETY INSTRUCTION FOR CONTRACTORS.

Contractors are required to adhere to all current codes, standards and safety rules that are in effect at the time of the work being performed. These include, but are not limited to, building codes, electrical codes, safety codes, and ordering entity's personnel/property protection codes. Contractors are responsible for obtaining the ordering entity's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of their work if applicable.

RIGHT TO INSPECT AND REQUIRE WORK.

Any work performed that is not in conformance with the specifications of the Contract, or the legal requirements governing the work, shall be subject to rejection. All rejected work shall be immediately replaced or modified at the Contractor's expense so as to conform to the Contract. If the State determines that the work being performed by the Contract is not in strict conformance with the Contract, the State shall have the right to order the work of the Contractor wholly or partially stopped, or suspended until any nonconforming work has been corrected. Such stoppage or suspension shall not invalidate or modify any terms of the Contract and no extra compensation or reimbursement will be allowed to the Contractor by reason of such stoppage or suspension.

CONDUCT.

All employees of the Contractor(s) shall conduct themselves in a professional and courteous manner at all times. Personnel deemed unacceptable by the State shall be replaced immediately. The State reserves the right to reject any employee.

SAFETY.

The ordering entity agrees to furnish safe and free access to all areas of work covered by this Contract for the purpose of executing the terms of this Contract. At its option, the ordering entity may request, and the Contractor will comply, that a member of the Contractor's staff be removed from working on projects for unsafe practices, violations of the Contract procedures, or other problems.

The Contractor shall take all reasonably necessary steps to provide for the safety of, and prevent damage, injury, or loss to:

- All persons
- All real or personal property at the work site.
- All material at the site, under the care, custody or control of the Contractor or any of its employees.

The Contractor shall promptly notify the ordering entity if, during the term of the Contract, the Contractor observes or otherwise learns of any conditions which:

- In the Contractor's judgment, poses a threat to the safety of person or property;
- Adversely affects the structure; or
- Is in violation of any applicable codes or regulations.

DAMAGE.

At its expense, the Contractor shall promptly remedy and repair all damage or loss to any property caused by the Contractor. The Contractor shall not be liable for any loss, delay, injury, or damage, whether direct or consequential, that may be caused by conditions beyond its control relating to acts of government, strikes, lockouts, fire explosion, theft, riot, civil commotion, war, malicious mischief, floods, or other acts unforeseen, or other situations beyond the Contractor's control. The Contractor shall not be responsible for damage or loss attributable to the fault or negligence of the ordering entity. The Contractor shall not be held liable for back charges if the delay of response time is caused by strikes, any

preference or priority allocation order issued by the government, or any unforeseeable cause beyond the Contractor's control, or any cause the State determines justifies the delay.

DELAYS.

The Contractor shall notify the ordering entity immediately of any prospective delays in the completion of the projects. Such notice shall be given in writing as soon as the contractor recognizes the prospect of delay. The ordering entity must approve all such requests.

PREVAILING WAGES.

All State funded or partially State funded work against this contract is subject to the prevailing wage requirements pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120 as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Work under this contract includes, but is not limited to, Electricians, Wiring Systems Installers and Wiring Systems Technicians. See <https://www.revisor.mn.gov/rules/?id=5200.1102> and <https://www.revisor.mn.gov/rules/?id=5200.1100>.

The Contractor and Subcontractor shall furnish to the ordering entity all payrolls, of all workers on the project, via email as attachments, to the email address provided on the purchase order. If an email address is not included on the purchase order, contact the ordering entity to obtain the appropriate email address.

The Contractor and Subcontractor must submit the State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form within fourteen (14) days after the end of each pay period. The forms are available on the Office of State Procurement (OSP) website at <https://mn.gov/admin/osp/vendors/vendor-documents/>. No other payroll forms will be accepted to meet this requirement.

The Contractor and Subcontractor must complete the Prevailing Wage Payroll Report in Microsoft Excel, and the Statement of Compliance in an Adobe PDF format. The subject line of the email must provide the company name, contract/purchase order number, and pay period ending dates.

The Department of Labor and Industry has a web page with Frequently Asked Questions about prevailing wages at <http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>

Federal Davis-Bacon Prevailing Wage.

Federally funded or partial federally funded projects are subject to the Davis-Bacon Act which requires that all contractors and all tier of subcontractors performing on federally funded projects (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area.

If a project is federally funded and Davis-Bacon prevailing wages are required, the ordering entity shall notify the contractor of this requirement upon a request for quotation. The ordering entity must download the Davis-Bacon wage determination for the county in which the project will take place. See Federal Wage Determinations Onlin.gov at <http://www.wdol.gov/dba.aspx>. If State and federal funds are being used to fund a project both State and federal prevailing wage requirements and wage rates must be included on the order. If the Davis-Bacon hourly rate classification is higher than the State's prevailing wage classification contractors may adjust their labor rate per classification.

TAXES.

The contract pricing includes any applicable State or Federal sales, excise, or use tax on all materials, supplies, and equipment that are to be utilized.

DEFINITION OF WORK HOURS AND HOLIDAYS:

Weekday Cost: Monday through Friday, 7:30 a.m. to 4:00 p.m.

Weekday Evening Cost: Monday through Friday, 4:01 p.m. to 7:29 a.m.

Weekend/Holiday Cost: 4:01 p.m. (Friday) to 7:29 a.m. (Monday) - includes State designated holidays.

The following days shall be defined as State Holidays:

New Year's Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

SPECIFICATIONS, DUTIES AND SCOPE OF WORK

A) Preventative Maintenance.

[Preventative Maintenance Services can only be performed by MP Nexlevel, LLC]

The Contractor may be requested to perform up to two (2) pre-scheduled preventive maintenance inspections per year and will be notified by the Automation Supervisor seven to ten days prior to the pre-scheduled preventive maintenance inspection. The Contractor shall provide a report on the findings after each preventive maintenance inspection which shall also include any recommendations to the Systems/Automation Supervisor. Preventive maintenance and service shall include, but not be limited to the following:

1. All components in the system shall be tested and inspected for proper performance and operation including the cleaning of all domes and housings and to check back boxes and connections on intercoms.
2. All parts that are required for normal preventative maintenance of the Capitol Complex security system shall be covered under this Contract. This does include replacement parts and equipment. This does not include point-to-point wiring, cable or equipment damaged by abuse, power surge, neglect or acts of nature (such as lightning strikes, fire, flooding etc.). All labor to service or maintain the Capitol Complex security system is covered under this Contract. This includes any destination charge, labor spent on site and in-house repair labor.
3. All front-end equipment (i.e. monitoring equipment) shall be tested for proper operation and full functionality.
4. The Contractor must stock sufficient supply of spare parts per the requirements of the maintenance agreement for repair of approximately 410 intercoms and 590 cameras, 170 PCSC panels, and approximately 1700 card readers. Materials or parts to be used are to be the original manufacturer's renewal parts or approved equal. An inventory list of parts to be stocked shall be furnished by the Contractor if requested by the State. The Contractor shall own and have available in stock and/or be able to acquire within 24-hours, all parts necessary to fulfill this maintenance Contract. The Contractor must maintain a stock of IQ 400 and IQ 1000 parts for the PCSC panels and card readers. The on hand spare parts list shall also include the following (or equivalent):

Quantity	Manufacturer: Bosch
1	VG4-324-ECEOM Autodome
2	VIPX1600M4S VIP X1600 4CH Video Module
1	LTC 8821 Video Input Card
1	NV652R Active Video Balun

Quantity	Manufacturer: Zenitel/Stentofon
4	62927 Weather Resistant Substations
1	9202 AMC-IP controller board
3	9101 ASLT2 Subscriber Line Boards
1	Master Station

Quantity	Manufacturer: PCSC
2	PCB IQ412 Circuit Board
2	IQ400 8U Expansion Card

5. If parts routinely replaced under this Contract are not identical to the original equipment or to the equipment manufacturer's recommended replacement parts, then prior written approval from the Division of Facilities Management shall be obtained for any substitute part or device not of the above description.

Approval requests shall be made in writing, prior to installation, and shall include the reasons for the proposed substitution and a full technical description of the part or device.

6. Any upgrades, replacements, or installations involving labor and/or materials not covered by the maintenance portion of specifications must be pre-arranged and approved in writing by the Division of Facilities Management, before proceeding. Otherwise, payment for these services will not be made.
7. Any device that is in need of service repair or replacement shall be brought to the attention of the Automation Supervisor for approval prior to the start of any work.
8. The Contractor shall provide to the State a check list of all equipment that has been serviced and is in need of replacement, and/or repair or is being repaired, the dates and times the device was worked on and its location. All equipment shall be recorded on this check list and any notation as to abnormal operation shall be noted. These check lists shall be turned over to the Division of Facilities Management when requested and are to remain the property of the State.
9. The Contractor shall also maintain a complete maintenance log which includes a record of all call backs and the repairs that were completed, the dates and times the device was worked on and its location. This log shall be available for inspection at any time by the State of Minnesota and shall remain as property of the State.

Any equipment maintenance performed that is not in conformance with this agreement shall be subject to rejection. All rejected work shall be immediately replaced or modified at the Contractor's expense, so as to conform with this Contract. If in the judgment of the State or its authorized representative, the parts furnished or the work being performed by the Contractor is not in strict conformance with this Contract, the State or its authorized representative shall have the right to order the work of the Contractor wholly or partially stopped, or suspended until any nonconforming work has been corrected. Such stoppage or suspension shall not invalidate or modify any terms of this Contract and no extra compensation or reimbursement will be allowed to the Contractor by reason of such stoppage or suspension. The Contractor is not responsible for components that require repair or replacement due to misuse, vandalism, or acts of God. However, verification and confirmation of such exceptions by representatives of the State is required.

B) Equipment.

The video equipment for the facility locations consists of Panasonic, Sanyo, Sony, Billie, Kalatel, American Dynamics, Videoalarm Pelco, Javelin, Ikagami, Rainbow, Cosicar, Computar, Vivtar, Philips, and Bosch. The Intercom phone entry and paging systems consists of Kalatel, Airphone, Ranland, Philips, Steno, and Zenitel. The access control system consists of PSCS IQ-series controllers and HID card readers. The system includes an integrated CCTV Bosch Video Management System (BVMS) software with i-scsi video recording system and Zenitel/Stentofon Alphacom "E" IP intercom network and associated software.

C) Repair Services.

The Contractor shall provide 24-hour callback service. Emergency callback service will consist of a prompt response, within two hours of a request from the Division of Facilities Management or Capitol Security by telephone for emergency service on any day of the work week (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. Response time for emergency callback service after hours (5:01 p.m. to 6:59 a.m.), weekends and holidays shall be within four hours after the call is placed to the Contractor for service.

D) Expansion of Systems.

The Contractor shall provide expansion and installation services to the existing video, security, access control and intercom systems as needed. Requests made by the State for installation services shall include a walkthrough for estimate by the Contractor within seven days of written request. Written estimates should be provided by Contractor within seven days of walkthrough.

E) Locations. All the buildings under the custodial control or management of Facilities Management Division and their associated grounds and parking facilities are included. Responders shall note that this system consists of Philips/Allegiant, Bosch, and Zenitel/Stentofon equipment with approximately 375 intercoms, 926 cameras, and 1262 card readers attached to satellite locations for the following sites.

- Administration Building, 50 Sherburne Avenue, St. Paul, MN
- Ag/Health Laboratory Building, 601 Robert Street North, St. Paul, MN
- Andersen Building, 540 Cedar St., St. Paul, MN
- BCA Building, 1430 Maryland Avenue E., St. Paul, MN
- Capitol Building, 75 Rev. Dr. Martin Luther King Jr. Blvd., St. Paul, MN

- Centennial Office Building, 658 Cedar Street, St. Paul, MN
- Freeman Building, 625 Robert St. N., St. Paul, MN
- Fleet & Surplus Services, 5420 Old Highway 8 (I-35W and County Rd I) Arden Hills, MN 55112
- Governor's Residence, 1006 Summit Avenue, St. Paul, MN
- Grounds Maintenance Building, 603 Pine St., St. Paul, MN
- History Center Building, 345 Kellogg Blvd. W, St. Paul, MN.
- Judicial Center, 25 Rev. Dr. Martin Luther King Jr. Blvd., St. Paul, MN
- Minnesota Senate Building, 95 University Ave. W., St. Paul, MN
- Minnesota State Retirement, 60 Empire Drive, Suite 300, St. Paul, MN
- MnDOT Office of Aeronautics, 222 East Plato Boulevard, St. Paul, MN
- Revenue Ramp, 14th St. Ramp, St. Paul, MN
- Stassen Building, 600 North Robert Street, St. Paul, MN
- State Office Building, 100 Rev. Dr. Martin Luther King Jr. Blvd., St. Paul, MN
- Transportation Building, 395 John Ireland Blvd., St. Paul, MN
- Veteran Services Building, 20 West 12th Street St., St. Paul, MN
- Tunnels in the Capitol Complex, St. Paul, MN
- 691 N. Robert Street Facility, St. Paul, MN

All of the above sites are tied to the Capitol Security via fiber and the system is in continuous operation 365 days per year, 24-hours per day.

F) **Bosch Video Management System Software Maintenance.**

[The Bosch Video Management System Software Maintenance service can only be performed by Huntington Technical Services, Inc]

1. **Maintenance Services.** Maintenance Services include:

- 1.1 bug-fixing ("Support Services"); and
- 1.2 issuing "new Releases" of the Software

2. **Support.**

2.1 Support Services are comprised of the analysis and correction of an "Error" (define below) in the Software.

2.2 An "Error" is a "Reproducible" (defined below) malfunction or issue in the Software that causes the Software to operate in a way that is materially different from what is described in the applicable documentation.

2.3 "Reproducible" means that the issue that causes the Error must re-occur when the operation and configuration of the State implemented version of the Software is repeated in Contractor's support center, indicating that the issue is caused by a bug or other issue inherent to the software, rather than caused by the specific State environment or use.

2.4 In case of doubt on the Reproducible character of an issue, Contractor will normally provide Services as if the issue was reproducible (i.e. without any additional fee); provided, however, if, at any time during analysis or resolution, an issue appears to be not Reproducible, Contractor's continued resolution efforts will be subject to the State agreeing to pay Contractor's then current fees and charges for such efforts.

2.5 If, on initial analysis, an issue appears not be Reproducible, Contractor may still choose to assist the State in finding a solution, but Contractor does not have any contractual duty to do so, and Contractor is entitled to charge additional fees, and such continued Contractor assistance will be subject to the State agreeing to pay Contractor's then current fees and charges for such efforts.

2.6 If, after final analysis, an issue is found to be Reproducible (even if it appeared as non-Reproducible at initial logging), Contractor will not charge any additional such fees.

3. **Different levels of Errors.** Errors shall be categorized in accordance to their severity as defined in the following four (4) Severity Levels:

3.1 **Severity Level 1 (Critical)**. An Error is Severity Level 1, when, in the production environment, the Software is completely down, or a major function of the Software is not working at all or is inaccessible, and there is no workaround available.

3.2 **Severity Level 2 (Serious)**. An Error is Severity Level 2, when, in the production environment, the Software is significantly impaired (e.g. loss or degradation of a substantial functionality), which causes the Software to perform materially less than as described in the applicable documentation, or, in a test or back-up environment, the Software is completely down, or a major function of the Software is not working at all or is inaccessible, and there is no workaround available.

3.3 **Severity Level 3 (Moderate)**. An Error is Severity Level 3, when, in the production environment, the Software encounters a technical or functional problem, but a temporary workaround is available, or, in a test or back-up environment, the Software is significantly impaired (e.g. loss or degradation of a substantial functionality), which causes the Software to perform materially less than as described in the applicable documentation.

3.4 **Severity Level 4 (Minor)**. An Error is Severity Level 4, when there is an issue that relates to improvement of performance or functionality, or there is an issue for which a permanent workaround has been provided.

4. Support Services.

4.1 Errors have to be logged by the State through the designed telephone hotline, or via a dedicated support helpdesk website or email address ("First Line Support"). Contractor will indicate to the State the exact contact details for First Line Support.

4.2 Contractor will use all of its reasonable efforts to provide the State with a solution to the Error.

4.3 **Solution times.** Since Contractor will not know in advance of receipt of the State's notice of an Error what the cause of an Error is, or how it can be resolved, Contractor cannot commit to solution times. Contractor will use all reasonable commercial efforts to resolve the Error as soon as possible, taking into account the Severity Level of the Error.

5. Availability of First Line Support.

5.1 First Line Support is available during normal business hours, excluding weekends and holidays.

6. Remote Access and On-Site Support.

6.1 It is an essential condition of Support Services that the State provides on-line remote access to the production environment of the Software. If no such remote access is provided, the level of Service may be severely impacted, and the response times will be delayed as a result.

6.2 The standard Support Services do not include On-Site Support. Upon the State's written request, and subject to the State's agreement to pay Contractor's then current fees and charges therefor, Contractor may (but is under no obligation to) agree to provide On-Site Support. In such case, all travel and accommodation costs shall be charged in addition to Contractor's then current fees and charges.

7. Conditions to be able to call upon Support Services.

7.1 In order to be able to call upon Support Services, the State must:

7.1.1 have a valid user license to the Software, and not be in breach of any of the terms of the Software license;

7.1.2 have effectively paid all due and owing license, maintenance, and other fees owed to Contractor;

7.1.3 use the Software strictly in accordance with the applicable documentation and the Contractor instructions (including but not limited to the hardware and technological environment and usage instructions as issued by Contractor from time to time);

7.1.4 comply with the instructions on installment of the latest Software release as set out in this document or as instructed by Contractor from time to time;

7.1.5 ensure that the Software is only used by the State's personnel that is properly qualified and trained in the use of the Software;

7.2 Contractor is entitled to request the State to impose certain minimum training and certification requirements to the staff using the Software, in order to comply with the latest condition above.

7.3 If at the time the State contacts First Line Support, it appears that the State does not comply with one or more of the above conditions, Contractor will be entitled (but is not obligated) to make the provision of Support Services subject to payment of additional fees and charges.

7.4 If at the time the State contacts First Line Support, it appears that the issue to be logged has been resolved by a new Release (either a Major or Minor Release, including fixes and hot patches) that has already been made generally available by Contractor, then the State will first have to implement such Release, prior to Contractor performing any Support Services.

7.5 The following are not included in Software Support Services (“Out-of-Scope Services”):

7.5.1 data retrieval;

7.5.2 support of issues that are not Reproducible, or that otherwise fail to be qualified as Errors;

7.5.3 support of interfaces;

7.5.4 support of State-specific development software;

7.5.5 support of the technological environment in which the Software is installed;

7.5.6 support of hardware (Bosch cameras, or other parts of the Bosch hardware configuration are covered by separate parts of the Agreement, and are specifically excluded from Software Support Services); and

7.5.7 support of third-party software.

7.6 Upon the State’s request, Contractor may (but has no obligation to) accept to provide Out-of-Scope Services, subject to the State agreeing to pay Contractor’s then current fees and charges therefor for time and materials. Any such Out-of-Scope Services will be provided on a reasonable effort basis, without any commitment as to Response or Solution times.

8. New Releases.

8.1 For avoidance of doubt, new Releases include, but are not limited to, any upgrades, updates, version changes, new versions, revisions, patches, fixes, or any other changes to the Software.

8.2 Contractor will make available to the State new Releases of the Software as and when they are made “generally available” by Contractor to similarly situated customers. New Releases are made available to the State at no additional cost.

8.3 Implementation (e.g. installation, license activation, and configuration) of new Releases is not included in the Maintenance Services. If the State wants to receive such implementation services, they need to be ordered separately.

Contractor will use commercially reasonable efforts to ensure compatibility between releases. The state will make a full back-up of all data the state wishes to retain prior to the implementation of any new release.

APPROVAL OF AGENCY ORDER BY FACILITIES MANAGEMENT
Contract No. _____, Release No. #M-476

AGENCY INSTRUCTIONS: A copy of form with acknowledgment signature must be attached to purchase orders.

Fill in and email this form to:

TO: Scott Miron, MN.IT
Email: Scott.Miron@state.mn.us

FROM: Contact Name _____

Phone Number _____

Agency Name _____

Address _____

Description of work and/or list equipment to be installed:

Agency Signature _____

Print name _____

Date _____

Facilities Management to return signed copy for agency to attach to purchase order.

Facilities Management Approval _____

Approved by _____

Date _____

PRICE SCHEDULE

CONTRACT VENDOR

MP NEXLEVEL, LLC
 500 County Road 37 East
 Maple Lake, MN 55358

CONTRACT NO.

179774

TERMS

NET 30

DELIVERY

AS SPECIFIED

VENDOR NO.: 0000252906

CONTACT: Chad Gerth
 Email: Cgerth@mpnexus.com

PHONE: 320.963.2400
FAX: 320.963.2428

1. Preventative Maintenance Price

Annual Cost	SWIFT Line No.
\$ 1,985.00	1

2. Labor:

Labor Cost	Type	Unit Type	Unit Price	SWIFT Line No.
A) Weekday Cost	Camera installation and repairs	Hour	\$65.00	2
	Intercom call boxes installation and repairs	Hour	\$65.00	3
	Use of bucket truck	Hour	\$115.00	4
	Repair work, including emergency calls	Hour	\$65.00	5
	Access Card Installation and Repair	Hour	\$65.00	6
	Data Network Installation and Repair	Hour	\$65.00	7
B) Weekday Evening Cost	Repair work, including emergency calls	Hour	\$90.00	8
C) Weekend/Holiday Cost	Repair work, including emergency calls	Hour	\$110.00	9

3. Parts and Equipment is at cost-plus percentage markup. The State of Minnesota may request from the Contractor copies of invoices from its supplier.

Contractor's Cost-Plus Percentage Markup	18	%	SWIFT Line No. 10
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CONTRACT VENDOR

HUNTINGTON TECHNICAL SERVICES, INC
 15110 Galaxie Ave
 Apple Valley, MN 55124

CONTRACT NO.

179776

TERMS

1% 10, NET 30

DELIVERY

AS SPECIFIED

VENDOR NO.: 0000207507

CONTACT: Kim Foley
 Email: Kimf@Huntingtontech.com

PHONE: 952.891.1473
FAX: 952.891.1469

- 1. Bosch Video Management System Software Maintenance

Annual Cost	SWIFT Line No.
\$ 28,000.00	1

- 2. Labor:

Labor Cost	Type	Unit Type	Unit Price	SWIFT Line No.
A) Weekday Cost	Camera installation and repairs	Hour	\$95.00	2
	Intercom call boxes installation and repairs	Hour	\$95.00	3
	Use of bucket truck	Hour	\$131.00	4
	Repair work, including emergency calls	Hour	\$95.00	5
	Access Card Installation and Repair	Hour	\$95.00	6
	Data Network Installation and Repair	Hour	\$95.00	7
B) Weekday Evening Cost	Repair work, including emergency calls	Hour	\$132.00	8
C) Weekend/Holiday Cost	Repair work, including emergency calls	Hour	\$160.00	9

- 3. Parts and Equipment is at cost-plus percentage markup. The State of Minnesota may request from the Contractor copies of invoices from its supplier.

Contractor's Cost-Plus Percentage Markup	18	%	SWIFT Line No. 10
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REVISIONS.

- 5.25.2023 Huntington Technical Services, Inc. has been extended to 5/31/2025 with an increase in prices.
- 5.25.2023 MP Nexlevel has been extended to 5/31/2025 at the same prices, terms, and conditions.
- 3.28.2023 AMS/Buyer changed from Duane Kroll to Mandy Flum.
- 6.10-2022 Contract #179776 with Huntington Technical Services, Inc has been extended to 5-31-23 with an increase in prices. Contract #179774 with MP Nexlevel has been extended to 5-31-23 at the same prices.