

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B0200008
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Collaborative Testing Services, Inc. 21331 Gentry Drive Sterling, VA 20166	Lisa Christensen	lisa.christensen@cts-interlab.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(571) 434-1925 Ext. 117	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP	Victoria Olivarez	(517) 373-3267	olivarezv1@michigan.gov
BUYER	DTMB	Mary Ostrowski	(517) 373-3267	ostrowskim@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Proficiency Tests for Michigan State Police			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2009	September 30, 2010	4, 1 Yr. Options	September 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6 months	March 30, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$76,500.00		\$329,299.00		
Effective September 18, 2014, this contract is hereby extended 6 months, in accordance with Ad Board Resolutions 2014-1; the new contract end date is March 30, 2015. Contract is also increased by \$76,500.00. Please see the attached 2015 pricing. All other terms, conditions, specifications, pricing remain the same. Per contractor and agency agreement and DTMB Procurement approval.				

The logo for Collaborative Testing Services Inc. features the letters "CTS" in a bold, sans-serif font, enclosed within a white oval. This oval is centered on a dark, textured rectangular background that also contains the company name.

Collaborative Testing Services Inc

21331 Gentry Drive
Sterling, VA 20166
USA

Mailing Address
P.O. Box 650820
Sterling, VA 20165

Voice 571-434-1925
Fax 571-434-1937

U.S. Toll Free Fax 866-329-2287
www.collaborativetesting.com

September 3, 2014

Peggy E. Wells
Executive Secretary to Capt. Gregoire Michaud, Director
Michigan State Police
Forensics Science Division
7320 N. Canal Road
Lansing, MI 48913

RE: Contract No. 071B0200008

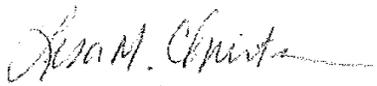
Dear Ms. Wilson:

Collaborative Testing Services, Inc. accepts the Michigan State Police's offer to extend Contract No. 071B0200008 through March 30, 2015. Pricing and test offerings are adjusted annually each summer and are published on our web site, ctsforensics.com, during the last week of July. The program operates as a prepaid subscription-based testing service, and the same terms and prices are offered to all subscribers.

The attached table shows the price and quantities of the tests proposed by the Michigan State Police.

Please advise if you have questions or require additional information. We look forward to serving the Michigan State Police in 2015.

Regards,

A handwritten signature in black ink, appearing to read "Lisa M. Christensen", with a long horizontal flourish extending to the right.

Lisa M. Christensen
Subscriber Services Manager



21331 Gentry Drive
Sterling, VA 20166
USA

Mailing Address
P.O. Box 650820
Sterling, VA 20165

Voice 571-434-1925
Fax 571-434-1937

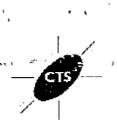
U.S. Toll Free Fax 866-329-2287
www.collaborativetesting.com

Price List for 2015 CTS Forensics Proficiency Tests

Test Name	Test No.	US	Canada, Mexico, Puerto Rico, Guam	All Others
Drug Analysis	501	\$180	international shipping not available	
Drug Analysis	502	\$180	\$205	\$245
Quantitative Drug Analysis	505	\$230	\$255	\$295
Latent Prints (photographs or DVD)	515-518	\$370	\$385	\$390
Latent Print Processing	519	\$220	\$250	\$280
Questioned Documents	521	\$165	\$180	\$190
Handwriting (photographs or DVD)	523, 524	\$275	\$290	\$305
Serial No. Restoration	5250, 5251	\$210	\$225	\$245
Firearms	526, 527	\$180	\$195	\$210
Toolmarks	528, 529	\$210	\$225	\$245
GSR - Distance Determination	530	\$250	\$280	\$310
Imprints/Impressions (photographs or DVD)	533, 534	\$240	\$255	\$270
Trace Evidence: Flammables	536	\$185	\$200	\$230
Trace Evidence: Fibers	539	\$155	\$170	\$180
Trace Evidence: Paint	545, 546	\$155	\$170	\$180
Trace Evidence: Glass	548	\$155	\$170	\$180
Mobile Digital Evidence	5550	\$525	\$525	\$525
Bloodstain Pattern (photographs or DVD)	560, 561	\$305	\$320	\$330
Blood Alcohol	564, 565	\$170	\$185	\$210
Blood-Drug	5661	\$405	\$430	\$445
Urine-Drug	5671	\$185	\$210	\$225
Breath Alcohol	568	\$160	\$175	\$215
Breath Alcohol Calibration	569	\$500	international shipping not available	
Forensic Biology	571-576	\$185	\$200	\$210
Body Fluid Identification	578-579	\$250	\$265	\$280
DNA - Sample Specific	581-586	\$185	\$200	\$210
Parentage	5870 - 5872	\$332	\$352	\$372
DNA Interpretation	588, 589	\$235	\$255	\$270

These prices are in effect for tests conducted during 2015.

Published 1 July 2014



2015 CTS SUBSCRIPTION RENEWAL & ORDER FORM

Renewal deadline is 1 November 2014

Lab Code: U7362

Organization: CODIS Laboratory

Phone: 517-241-1632

Contact Person: Mr. Scott Bruski

Fax: 517-241-1644

Email: bruskis@michigan.gov

Shipping Address: 333. S. Grand Ave
Lansing MI 48909

Mailing Address: 333. S. Grand Ave
Lansing MI 48909

Step 1: Review above information and update as necessary.

Step 2: Review your prior subscription and make any changes.

Test No	Test Series Name	Quantity- Current 2014 Enrollment	Revise Quantity for 2015 (if necessary)	Fee Per Test	Extended Amount (Using Current Enrollment)	Adjusted Amount (if quantity revised)
501-2015-1	Drug Analysis <i>ships 1st half of 2015</i>	0		\$180	---	
502-2015-1	Drug Analysis <i>ships 2nd half of 2015</i>	0		\$180	---	
505-2015-1	Quantitative Drug Analysis - Methamphetamine <i>ships 1st half of 2014</i> *NEW*	0		\$230	---	
515-2015-1	Latent Print Examination - DVD <i>ships 1st half of 2015</i>	0		\$370	---	
516-2015-1	Latent Print Examination - Photographs <i>ships 1st half of 2015</i>	0		\$370	---	
517-2015-1	Latent Print Examination - Photographs <i>ships 2nd half of 2015</i>	0		\$370	---	
518-2015-1	Latent Print Examination - DVD <i>ships 2nd half of 2015</i>	0		\$370	---	
519-2015-1	Latent Print Processing <i>ships 1st half of 2014</i> *NEW*	0		\$220	---	
521-2015-1	Questioned Documents Examination <i>ships 1st half of 2015</i>	0		\$165	---	
523-2015-1	Handwriting Examination - DVD <i>ships 2nd half of 2015</i>	0		\$275	---	
524-2015-1	Handwriting Examination - Photographs <i>ships 2nd half of 2015</i>	0		\$275	---	
5250-2015-1	Serial Number Restoration <i>ships 1st half of 2015</i>	0		\$210	---	
5251-2015-1	Serial Number Restoration <i>ships 2nd half of 2015</i>	0		\$210	---	
526-2015-1	Firearms Examination <i>ships 1st half of 2015</i>	0		\$180	---	
527-2015-1	Firearms Examination <i>ships 2nd half of 2015</i>	0		\$180	---	



2015 CTS SUBSCRIPTION RENEWAL & ORDER FORM

Renewal deadline is 1 November 2014

Lab Code: U7362

Test No	Test Series Name	Quantity- Current 2014 Enrollment	Revise Quantity for 2015 (if necessary)	Fee Per Test	Extended Amount (Using Current Enrollment)	Adjusted Amount (if quantity revised)
528-2015-1	Toolmarks Examination <i>ships 1st half of 2015</i>	0		\$210	---	
529-2015-1	Toolmarks Examination <i>ships 2nd half of 2015</i>	0		\$210	---	
530-2015-1	GSR - Distance Determination <i>ships 2nd half of 2015</i>	0		\$250	---	
533-2015-1	Imprint Impression Evidence - Photographs <i>ships 1st half of 2015</i>	0		\$240	---	
534-2015-1	Imprint Impression Evidence - DVD <i>ships 1st half of 2015</i>	0		\$240	---	
536-2015-1	Flammables Analysis <i>ships 2nd half of 2015</i>	0		\$185	---	
539-2015-1	Fibers Analysis <i>ships 1st half of 2015</i>	0		\$155	---	
545-2015-1	Paint Analysis <i>ships 1st half of 2015</i>	0		\$155	---	
546-2015-1	Paint Analysis <i>ships 2nd half of 2015</i>	0		\$155	---	
548-2015-1	Glass Analysis <i>ships 1st half of 2015</i>	0		\$155	---	
5550-2015-1	Mobile Digital Evidence <i>releases 1st half of 2015</i>	*NEW*	0	\$525	---	
560-2015-1	Bloodstain Pattern Analysis - Photographs <i>ships 1st half of 2015</i>	0		\$305	---	
561-2015-1	Bloodstain Pattern Analysis - DVD <i>ships 1st half of 2015</i>	0		\$305	---	
564-2015-1	Blood Alcohol Analysis <i>ships 1st half of 2015</i>	0		\$170	---	
565-2015-1	Blood Alcohol Analysis <i>ships 2nd half of 2015</i>	0		\$170	---	
5661-2015-1	Blood Drug Analysis <i>ships 1st half of 2015</i>	0		\$405	---	
5671-2015-1	Urine Drug Analysis <i>ships 2nd half of 2015</i>	0		\$185	---	
568-2015-1	Breath Alcohol Simulator Solution Analysis <i>ships 1st half of 2015</i>	0		\$160	---	
569-2015-1	Breath Alcohol Calibration <i>ships 2nd half of 2015</i>	*NEW*	0	\$500	---	



2015 CTS SUBSCRIPTION RENEWAL & ORDER FORM

Renewal deadline is 1 November 2014

Lab Code: U7362

Test No	Test Series Name	Quantity- Current 2014 Enrollment	Revise Quantity for 2015 (if necessary)	Fee Per Test	Extended Amount (Using Current Enrollment)	Adjusted Amount (if quantity revised)
571-2015-1	Forensic Biology: Screening, STR/YSTR/mtDNA <i>ships 1st week of January 2015</i>	0		\$185	---	
572-2015-1	Forensic Biology: Screening, STR/YSTR/mtDNA <i>ships 1st week of March 2015</i>	10		\$185	\$1,850	
573-2015-1	Forensic Biology: Screening, STR/YSTR <i>ships 3rd week of April 2015</i>	0		\$185	---	
574-2015-1	Forensic Biology: Screening, STR/YSTR/mtDNA <i>ships 1st week of July 2015</i>	0		\$185	---	
575-2015-1	Forensic Biology: Screening, STR/YSTR/mtDNA <i>ships 1st week of September 2015</i>	10		\$185	\$1,850	
576-2015-1	Forensic Biology: Screening, STR/YSTR <i>ships 3rd week of October 2015</i>	0		\$185	---	
578-2015-1	Body Fluid Identification <i>ships 2nd week of March 2015</i>	0		\$250	---	
579-2015-1	Body Fluid Identification <i>ships 2nd week of September 2015</i>	0		\$250	---	
581-2015-1	DNA-Mixture: STR/YSTR <i>ships 1st week of January 2015</i>	0		\$185	---	
582-2015-1	DNA-Semen: STR/YSTR <i>ships 1st week of March 2015</i>	0		\$185	---	
583-2015-1	DNA-Blood: STR/YSTR <i>ships 3rd week of April 2015</i>	0		\$185	---	
584-2015-1	DNA-Semen: STR/YSTR <i>ships 1st week of July 2015</i>	0		\$185	---	
585-2015-1	DNA-Blood: STR/YSTR <i>ships 1st week of September 2015</i>	0		\$185	---	
586-2015-1	DNA-Mixture: STR/YSTR <i>ships 3rd week of October 2015</i>	0		\$185	---	
5870-2015-1	DNA Parentage <i>ships 3rd week of January 2015</i>	*NEW*	0	\$332	---	
5871-2015-1	DNA Parentage <i>ships 2nd week of May 2015</i>	*NEW*	0	\$332	---	
5872-2015-1	DNA Parentage <i>ships 2nd week of August 2015</i>	*NEW*	0	\$332	---	
588-2015-1	DNA Interpretation <i>ships 2nd week of April 2015</i>	0		\$235	---	
589-2015-1	DNA Interpretation <i>ships 2nd week of October 2015</i>	0		\$235	---	
<i>Note: CTS test fees include all shipping charges.</i>				Total due for renewed tests: US\$	\$3,700	



2015 CTS SUBSCRIPTION RENEWAL & ORDER FORM

Renewal deadline is 1 November 2014

Lab Code: U7362

Step 3: Provide DEA Registration Number if necessary.

You must provide a US DEA Registration No. to enroll in Drug Tests 501 or 502: _____. By signing below and authorizing the order, you are confirming that the DEA Registration number will remain valid until samples are shipped.

Step 4: Order authorized by: (signed) Scott Bruski Print name: Scott Bruski

Step 5: Please note: orders will not be processed without purchase order or payment. This is a prepaid subscription test service. All fees must be received before samples are shipped. CTS accepts checks (in US dollars, drawn on a US bank), VISA/MasterCard/AMEX, and purchase orders. Invoice terms are Net Due. CTS Federal Tax ID No. is 54-1034280.

VISA/MasterCard/AMEX: Card # _____	Expiration Date _____	CID # (AMEX only) _____
Authorized User's Name _____	Telephone: _____	
Signature _____		
Charge receipt will be sent to the e-mail address provided here. E-mail: _____		

Step 6: Send order form AND payment or purchase order to:

Remit to: Collaborative Testing Services, Inc.
Email: subscriptions@cts-interlab.com
Fax: 1-571-434-1937

Mail or Courier: Collaborative Testing Services, Inc.
Mail: P.O. Box 650820
Sterling, VA 20165 USA

Courier: 21331 Gentry Drive
Sterling, VA 20166 USA



Inquiries: Subscriber Services (subscriptions@cts-interlab.com)

Voice: 1-571-434-1925

Further program information: www.ctsforensics.com



2015 CTS SUBSCRIPTION RENEWAL & ORDER FORM

Renewal deadline is 1 November 2014

Lab Code: U2639

Organization: Michigan State Police
Contact Person: Insp John Bowen

Phone: 517-322-6150
Fax: 517-322-6124
Email: bowenj1@michigan.gov

Shipping Address: Forensic Science Division
7320 N. Canal Road
Lansing MI 48913

Mailing Address: Forensic Science Division
7320 N. Canal Road
Lansing MI 48913

Step 1: Review above information and update as necessary.

Step 2: Review your prior subscription and make any changes.

Test No	Test Series Name	Quantity- Current 2014 Enrollment	Revise Quantity for 2015 (if necessary)	Fee Per Test	Extended Amount (Using Current Enrollment)	Adjusted Amount (if quantity revised)
501-2015-1	Drug Analysis <i>ships 1st half of 2015</i>	36		\$180	\$6,480	
502-2015-1	Drug Analysis <i>ships 2nd half of 2015</i>	0		\$180	---	
505-2015-1	Quantitative Drug Analysis - Methamphetamine <i>ships 1st half of 2014</i> *NEW*	0		\$230	---	
515-2015-1	Latent Print Examination - DVD <i>ships 1st half of 2015</i>	0		\$370	---	
516-2015-1	Latent Print Examination - Photographs <i>ships 1st half of 2015</i>	7		\$370	\$2,590	
517-2015-1	Latent Print Examination - Photographs <i>ships 2nd half of 2015</i>	0		\$370	---	
518-2015-1	Latent Print Examination - DVD <i>ships 2nd half of 2015</i>	0		\$370	---	
519-2015-1	Latent Print Processing <i>ships 1st half of 2014</i> *NEW*	0	1	\$220	---	\$220.00
521-2015-1	Questioned Documents Examination <i>ships 1st half of 2015</i>	2		\$165	\$330	
523-2015-1	Handwriting Examination - DVD <i>ships 2nd half of 2015</i>	2		\$275	\$550	
524-2015-1	Handwriting Examination - Photographs <i>ships 2nd half of 2015</i>	0		\$275	---	
5250-2015-1	Serial Number Restoration <i>ships 1st half of 2015</i>	8		\$210	\$1,680	
5251-2015-1	Serial Number Restoration <i>ships 2nd half of 2015</i>	0		\$210	---	
526-2015-1	Firearms Examination <i>ships 1st half of 2015</i>	6	7	\$180	\$1,080	\$1,260.00
527-2015-1	Firearms Examination <i>ships 2nd half of 2015</i>	0		\$180	---	



2015 CTS SUBSCRIPTION RENEWAL & ORDER FORM

Renewal deadline is 1 November 2014

Lab Code: U2639

Test No	Test Series Name	Quantity- Current 2014 Enrollment	Revise Quantity for 2015 (if necessary)	Fee Per Test	Extended Amount (Using Current Enrollment)	Adjusted Amount (if quantity revised)
528-2015-1	Toolmarks Examination <i>ships 1st half of 2015</i>	0		\$210	---	
529-2015-1	Toolmarks Examination <i>ships 2nd half of 2015</i>	6	7	\$210	\$1,260	\$1,470.00
530-2015-1	GSR - Distance Determination <i>ships 2nd half of 2015</i>	0	6	\$250	---	\$1,500.00
533-2015-1	Imprint Impression Evidence - Photographs <i>ships 1st half of 2015</i>	6		\$240	\$1,440	
534-2015-1	Imprint Impression Evidence - DVD <i>ships 1st half of 2015</i>	0		\$240	---	
536-2015-1	Flammables Analysis <i>ships 2nd half of 2015</i>	7		\$185	\$1,295	
539-2015-1	Fibers Analysis <i>ships 1st half of 2015</i>	5	4	\$155	\$775	\$620.00
545-2015-1	Paint Analysis <i>ships 1st half of 2015</i>	3	5	\$155	\$465	\$775.00
546-2015-1	Paint Analysis <i>ships 2nd half of 2015</i>	0		\$155	---	
548-2015-1	Glass Analysis <i>ships 1st half of 2015</i>	2		\$155	\$310	
5550-2015-1	Mobile Digital Evidence <i>releases 1st half of 2015</i>	0		\$525	---	
			NEW			
560-2015-1	Bloodstain Pattern Analysis - Photographs <i>ships 1st half of 2015</i>	6		\$305	\$1,830	
561-2015-1	Bloodstain Pattern Analysis - DVD <i>ships 1st half of 2015</i>	0		\$305	---	
564-2015-1	Blood Alcohol Analysis <i>ships 1st half of 2015</i>	0		\$170	---	
565-2015-1	Blood Alcohol Analysis <i>ships 2nd half of 2015</i>	2	1	\$170	\$340	\$170.00
5661-2015-1	Blood Drug Analysis <i>ships 1st half of 2015</i>	1		\$405	\$405	
5671-2015-1	Urine Drug Analysis <i>ships 2nd half of 2015</i>	0	1	\$185	---	\$185.00
568-2015-1	Breath Alcohol Simulator Solution Analysis <i>ships 1st half of 2015</i>	0		\$160	---	
569-2015-1	Breath Alcohol Calibration <i>ships 2nd half of 2015</i>	0		\$500	---	
			NEW			



2015 CTS SUBSCRIPTION RENEWAL & ORDER FORM

Renewal deadline is 1 November 2014

Lab Code: U2639

Test No	Test Series Name	Quantity- Current 2014 Enrollment	Revise Quantity for 2015 (if necessary)	Fee Per Test	Extended Amount (Using Current Enrollment)	Adjusted Amount (if quantity revised)
571-2015-1	Forensic Biology: Screening, STR/YSTR/mtDNA <i>ships 1st week of January 2015</i>	37	54	\$185	\$6,845	\$9,990.00
572-2015-1	Forensic Biology: Screening, STR/YSTR/mtDNA <i>ships 1st week of March 2015</i>	35	36	\$185	\$6,475	\$6,660.00
573-2015-1	Forensic Biology: Screening, STR/YSTR <i>ships 3rd week of April 2015</i>	0		\$185	---	
574-2015-1	Forensic Biology: Screening, STR/YSTR/mtDNA <i>ships 1st week of July 2015</i>	37	48	\$185	\$6,845	\$8,880.00
575-2015-1	Forensic Biology: Screening, STR/YSTR/mtDNA <i>ships 1st week of September 2015</i>	35	36	\$185	\$6,475	\$6,660.00
576-2015-1	Forensic Biology: Screening, STR/YSTR <i>ships 3rd week of October 2015</i>	0		\$185	---	
578-2015-1	Body Fluid Identification <i>ships 2nd week of March 2015</i>	60	70	\$250	\$15,000	\$17,500.00
579-2015-1	Body Fluid Identification <i>ships 2nd week of September 2015</i>	0		\$250	---	
581-2015-1	DNA-Mixture: STR/YSTR <i>ships 1st week of January 2015</i>	0		\$185	---	
582-2015-1	DNA-Semen: STR/YSTR <i>ships 1st week of March 2015</i>	0		\$185	---	
583-2015-1	DNA-Blood: STR/YSTR <i>ships 3rd week of April 2015</i>	0		\$185	---	
584-2015-1	DNA-Semen: STR/YSTR <i>ships 1st week of July 2015</i>	0		\$185	---	
585-2015-1	DNA-Blood: STR/YSTR <i>ships 1st week of September 2015</i>	0		\$185	---	
586-2015-1	DNA-Mixture: STR/YSTR <i>ships 3rd week of October 2015</i>	0		\$185	---	
5870-2015-1	DNA Parentage <i>ships 3rd week of January 2015</i>	*NEW* 0		\$332	---	
5871-2015-1	DNA Parentage <i>ships 2nd week of May 2015</i>	*NEW* 0		\$332	---	
5872-2015-1	DNA Parentage <i>ships 2nd week of August 2015</i>	*NEW* 0		\$332	---	
588-2015-1	DNA Interpretation <i>ships 2nd week of April 2015</i>	0		\$235	---	
589-2015-1	DNA Interpretation <i>ships 2nd week of October 2015</i>	0		\$235	---	
<i>Note: CTS test fees include all shipping charges.</i>				Total due for renewed tests:	US\$ 62,470	\$72,800.00



2015 CTS SUBSCRIPTION RENEWAL & ORDER FORM

Renewal deadline is 1 November 2014

Lab Code: U2639

Step 3: Provide DEA Registration Number if necessary.

The US DEA Registration No. we have on file for your laboratory is RM0278235. For continued enrollment in Drug Analysis Test 501 or 502 please make any corrections here: _____ . By signing below and authorizing the order, you are confirming that the DEA Registration number will remain valid until samples are shipped.

Step 4: Order authorized by: (signed) John E. Bowen Print name: JOHN E. BOWEN

Step 5: Please note: orders will not be processed without purchase order or payment. This is a prepaid subscription test service. All fees must be received before samples are shipped. CTS accepts checks (in US dollars, drawn on a US bank), VISA/MasterCard/AMEX, and purchase orders. Invoice terms are Net Due. CTS Federal Tax ID No. is 54-1034280.

VISA/MasterCard/AMEX: Card # _____	Expiration Date _____	CID # (AMEX only) _____
Authorized User's Name _____	Telephone: _____	
Signature _____		
Charge receipt will be sent to the e-mail address provided here. E-mail: _____		

Step 6: Send order form AND payment or purchase order to:

Remit to: Collaborative Testing Services, Inc.
Email: subscriptions@cts-interlab.com
Fax: 1-571-434-1937

Mail or Courier: Collaborative Testing Services, Inc.
Mail: P.O. Box 650820
Sterling, VA 20165 USA

Courier: 21331 Gentry Drive
Sterling, VA 20166 USA



Inquiries: Subscriber Services (subscriptions@cts-interlab.com)

Voice: 1-571-434-1925

Further program information: www.ctsforensics.com

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B0200008
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Collaborative Testing Services, Inc. 21331 Gentry Drive Sterling, VA 20166	Lisa Christensen	lisa.christensen@cts-interlab.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(571) 434-1925 Ext. 117	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP	Victoria Olivarez	(517) 373-3267	olivarezv1@michigan.gov
BUYER	DTMB	Mary Ostrowski	(517) 373-3267	ostrowskim@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Proficiency Tests for Michigan State Police			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2009	September 30, 2010	4, 1 Yr. Options	September 30, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Yr.	September 30, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$65,635.00		\$252,799.00		

Effective October 1, 2013, this Contract is hereby utilizing an option year through September 30, 2014 and is INCREASED by \$65,635.00. Please see attached the FY 2014 Proficiency Tests and pricing.

All other terms, conditions, specifications, pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and the approval of the State Administrative Board dated September 30, 2013.

**Michigan State Police
 Forensic Science Division
 Proficiency Tests FY-14**

Line Number	Quantity	Unit of Issue	Commodity/Service Description	Unit Price	Amount
001	36	ea	Drug Analysis (501)	\$180.00	\$6,480.00
002	7	ea	Latent Prints Examination (516)	\$370.00	\$2,590.00
003	2	ea	Questioned Documents (521)	\$160.00	\$320.00
004	2	ea	Handwriting Examination (523)	\$270.00	\$540.00
005	6	ea	Firearms Examination (526)	\$175.00	\$1,050.00
006	6	ea	Toolmarks Examination (529)	\$210.00	\$1,260.00
007	6	ea	Imprint/Impression Evidence Examination (533)	\$235.00	\$1,410.00
008	7	ea	Flammables Analysis (536)	\$185.00	\$1,295.00
009	5	ea	Fibers Analysis (539)	\$155.00	\$775.00
010	3	ea	Paint Analysis (545)	\$155.00	\$465.00
011	2	ea	Glass Analysis (548)	\$155.00	\$310.00
012	6	ea	Bloodstain Pattern Analysis (560)	\$300.00	\$1,800.00
013	8	ea	Serial # Restoration (5250)	\$210.00	\$1,680.00
014	2	ea	Blood Alcohol Analysis (565)	\$160.00	\$320.00
015	37	ea	Forensic Biology (571)	\$185.00	\$6,845.00
016	45	ea	Forensic Biology (572)	\$185.00	\$8,325.00
017	37	ea	Forensic Biology (574)	\$185.00	\$6,845.00
018	45	ea	Forensic Biology (575)	\$185.00	\$8,325.00
019	60	ea	Body Fluid Identification (578)	\$250.00	\$15,000.00
322					\$65,635.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 17, 2012

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B0200008
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Collaborative Testing Services, Inc. 21331 Gentry Drive Sterling, VA 20166	Lisa Christensen	lisa.christensen@cts-interlab.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(571) 434-1925 Ext. 117	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP	Victoria Olivarez	(517) 373-3267	olivarezv1@michigan.gov
BUYER	DTMB	Mary Ostrowski	(517) 373-3267	ostrowskim@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Proficiency Tests for Michigan State Police			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2009	September 30, 2010	4, 1 Yr. Options	September 30, 2012
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Yr.	September 30, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$52,964.00		\$187,164.00		
Effective immediately, this Contract is hereby EXTENDED through September 30, 2013 and INCREASED by \$52,964.00. Please see attached the FY 2013 Proficiency Tests and pricing. Also note, that the vendor contact information for this Contract has changed to:				
Lisa Christensen (571)434-1925 Ext. 117 lisa.christensen@cts-interlab.com				
All other terms, conditions, specifications, pricing remain the same. Per contractor and agency agreement and the				

approval of DTMB Procurement.

C 20120816-100847

**Michigan State Police
 Forensic Science Division
 Proficiency Tests FY-13
 Proposed Order Outline Draft**

Line Number	Quantity	Unit of Issue	Commodity/Service Description	Unit Price	Amount
001	35	ea	Drug Analysis (501)	\$165.00	\$5,775.00
002	7	ea	Latent Prints Examination (516)	\$370.00	\$2,590.00
003	1	ea	Questioned Documents (521)	\$155.00	\$155.00
004	1	ea	Handwriting Examination (523)	\$265.00	\$265.00
005	6	ea	Firearms Examination (526)	\$175.00	\$1,050.00
006	6	ea	Toolmarks Examination (528)	\$195.00	\$1,170.00
007	1	ea	GSR-Distance Determination (530)	\$235.00	\$235.00
007	6	ea	Imprint/Impression Evidence Examination (533)	\$235.00	\$1,410.00
008	8	ea	Flammables Analysis (536)	\$180.00	\$1,440.00
009	7	ea	Fibers Analysis (539)	\$150.00	\$1,050.00
010	5	ea	Paint Analysis (545)	\$150.00	\$750.00
011	2	ea	Glass Analysis (548)	\$150.00	\$300.00
012	6	ea	Bloodstain Pattern Analysis (560)	\$300.00	\$1,800.00
013	1	ea	Blood Alcohol Analysis (565)	\$150.00	\$150.00
014	30	ea	Forensic Biology (571)	\$180.00	\$5,400.00
015	30	ea	Forensic Biology (572)	\$180.00	\$5,400.00
016	30	ea	Forensic Biology (574)	\$180.00	\$5,400.00
017	30	ea	Forensic Biology (575)	\$180.00	\$5,400.00
018	57	ea	Body Fluid Identification (578)	\$232.00	\$13,224.00
	269				\$52,964.00



21331 Gentry Drive
Sterling, VA 20166
USA

Mailing Address
P.O. Box 650820
Sterling, VA 20165

Voice 571-434-1925
Fax 571-434-1937

U.S. Toll Free Fax 866-329-2287
www.collaborativetesting.com

September 6, 2012

Suzanne Wilson
Executive Secretary to Mr. John Collins
Michigan State Police
Forensics Science Division
7320 N. Canal Road
Lansing, MI 48913

RE: Contract No. 071B0200008

Dear Ms. Wilson:

This letter replaces our previous letter dated July 27, 2012, which we have updated to include the revised contract end date.

Collaborative Testing Services, Inc., accepts the Michigan State Police's offer to extend Contract No. 071B0200008 through September 30, 2013. Pricing and test offerings are adjusted annually each summer and are published on our web site, ctsforensics.com, during the last week of July. The program operates as a prepaid subscription-based testing service, and the same terms and prices are offered to all subscribers.

The attached table shows the price and quantities of the tests proposed by the Michigan State Police.

Please advise if you have questions or require additional information. We look forward to serving the Michigan State Police in 2013.

Regards,

A handwritten signature in blue ink that reads 'Lisa M. Christensen'.

Lisa M. Christensen
Subscriber Services Manager

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET September 23, 2011
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B0200008
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (571) 434-1925 Subscriber Services	
Collaborative Testing Services, Inc. 21331 Gentry Drive Sterling, VA 20166 subscriptions@cts-interlab.com			
		BUYER/CA (517) 373-3267 Mary Ostrowski	
Contract Compliance Inspector: Victoria Olivarez (517) 241-1064 Proficiency Tests for Michigan State Police			
CONTRACT PERIOD:		From: October 1, 2009	To: September 30, 2012
TERMS	N/A	SHIPMENT	N/A
F.O.B.	N/A	SHIPPED FROM	N/A
MINIMUM DELIVERY REQUIREMENTS		N/A	

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby **EXTENDED** through **September 30, 2012** and **INCREASED** by \$53,650.00. Please note that the buyer has been **CHANGED** to **Mary Ostrowski**.

Please see attached for FY 2012 Proficiency Tests and pricing.

All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per contractor and agency agreement and the approval of DTMB Purchasing Operations.

INCREASE: \$53,650.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$134,200.00

**Michigan State Police
Forensic Science Division
Proficiency Tests FY-12
Proposed Order Outline Draft**

Line Number	Quantity	Unit of Issue	Commodity/Service Description	Unit Price	Amount
001	37	ea	Drug Analysis (501)	\$165.00	\$6,105.00
002	7	ea	Latent Prints Examination (516)	\$355.00	\$2,485.00
003	1	ea	Questioned Documents (521)	\$155.00	\$155.00
004	1	ea	Handwriting Examination (523)	\$265.00	\$265.00
005	7	ea	Firearms Examination (526)	\$165.00	\$1,155.00
006	7	ea	Toolmarks Examination (528)	\$195.00	\$1,365.00
007	6	ea	Imprint/Impression Evidence Examination (533)	\$230.00	\$1,380.00
008	8	ea	Flammables Analysis (536)	\$180.00	\$1,440.00
009	7	ea	Fibers Analysis (539)	\$140.00	\$980.00
010	6	ea	Paint Analysis (545)	\$140.00	\$840.00
011	5	ea	Glass Analysis (548)	\$140.00	\$700.00
012	10	ea	Bloodstain Pattern Analysis (560)	\$294.00	\$2,940.00
013	2	ea	Blood Alcohol Analysis (565)	\$150.00	\$300.00
014	30	ea	Forensic Biology (571)	\$175.00	\$5,250.00
015	30	ea	Forensic Biology (572)	\$175.00	\$5,250.00
016	30	ea	Forensic Biology (574)	\$175.00	\$5,250.00
017	30	ea	Forensic Biology (575)	\$175.00	\$5,250.00
018	57	ea	Body Fluid Identification (578)	\$220.00	\$12,540.00
					\$53,650.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 5, 2010

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B0200008
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (571) 434-1925 Subscriber Services	
Collaborative Testing Services, Inc. 21331 Gentry Drive Sterling, VA 20166 subscriptions@cts-interlab.com			
		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB	
Contract Compliance Inspector: Gregoire Michaud (517) 322-6156 Proficiency Tests for Michigan State Police			
CONTRACT PERIOD:		From: October 1, 2009	To: September 30, 2011
TERMS	N/A	SHIPMENT	N/A
F.O.B.	N/A	SHIPPED FROM	N/A
MINIMUM DELIVERY REQUIREMENTS		N/A	

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby **EXTENDED** through September 30, 2011 and **INCREASED** by \$42,050.00. A revised pricelist is attached. All other terms, conditions and specifications remain the same.

AUTHORITY/REASON(S):

Per agreement of MSP and DTMB Purchasing Operations and the approval of the State Ad Board on September 30, 2010.

INCREASE: \$42,050.00

TOTAL REVISED ESTIMATED CONTRACT VALUE:: \$80,550.00

**Michigan State Police
Forensic Science Division
Proficiency Tests FY-11
Proposed Order Outline Draft**

Line Number	Quantity	Unit of Issue	Commodity/Service Description	Unit Price	Amount
001	39	ea	Drug Analysis (501)	\$160.00	\$6,240.00
002	8	ea	Latent Prints Examination (516)	\$355.00	\$2,840.00
003	1	ea	Questioned Documents (521)	\$150.00	\$150.00
004	1	ea	Handwriting Examination (524)	\$260.00	\$260.00
005	7	ea	Firearms Examination (526)	\$165.00	\$1,155.00
006	7	ea	Toolmarks Examination (528)	\$185.00	\$1,295.00
007	6	ea	Imprint/Impression Evidence Examination (533)	\$225.00	\$1,350.00
008	8	ea	Flammable Analysis (536)	\$175.00	\$1,400.00
009	11	ea	Fibers Analysis (539)	\$140.00	\$1,540.00
010	6	ea	Paint Analysis (545)	\$140.00	\$840.00
011	2	ea	Glass Analysis (548)	\$140.00	\$280.00
012	10	ea	Bloodstain Pattern Analysis (560)	\$280.00	\$2,800.00
013	1	ea	Blood Alcohol Analysis (565)	\$140.00	\$140.00
014	28	ea	Forensic Biology (571)	\$170.00	\$4,760.00
015	40	ea	Forensic Biology (572)	\$170.00	\$6,800.00
016	28	ea	Forensic Biology (574)	\$170.00	\$4,760.00
017	32	ea	Forensic Biology (575)	\$170.00	\$5,440.00
					\$42,050.00

AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 23, 2009

NOTICE
 TO
 CONTRACT NO. 071B0200008
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (571) 434-1925 Susan Roberts	
Collaborative Testing Services, Inc. 21331 Gentry Drive Sterling, VA 20166			
sroberts@cts-interlab.com		BUYER/CA (517) 373-7396 Andy Ghosh, CPPB	
Contract Compliance Inspector: Gregoire Michaud (517) 322-6156 Proficiency Tests for Michigan State Police			
CONTRACT PERIOD: From: October 1, 2009 To: September 30, 2010			
TERMS	N/A	SHIPMENT	N/A
F.O.B.	N/A	SHIPPED FROM	N/A
MINIMUM DELIVERY REQUIREMENTS N/A			

The terms and conditions of this Contract are those of RFP #071I9200252, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Current Authorized Spend Limit: **\$38,500.00**

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B0200008
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Collaborative Testing Services, Inc. 21331 Gentry Drive Sterling, VA 20166 <p style="text-align: right;">sroberts@cts-interlab.com</p>	TELEPHONE (571) 434-1925 Susan Roberts BUYER/CA (517) 373-7396 Andy Ghosh, CPPB
Contract Compliance Inspector: Gregoire Michaud (517) 322-6156 <p style="text-align: center;">Proficiency Tests for Michigan State Police</p>	
CONTRACT PERIOD: From: October 1, 2009 To: September 30, 2010	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of RFP #071I9200252, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Current Authorized Spend Limit: \$38,500.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP #071I9200252. Orders for delivery may be issued directly by the Michigan State Police through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR: Collaborative Testing Services, Inc. _____ Firm Name _____ Authorized Agent Signature _____ Authorized Agent (Print or Type) _____ Date	FOR THE STATE: _____ Signature Andy Ghosh, CPPB, Buyer Specialist _____ Name/Title Services Division, Purchasing Operations _____ Division _____ Date
--	--



**STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations**

**Contract No. 071B0200008
Proficiency Tests for Michigan State Police**

Buyer Name: Andy Ghosh, CPPB
Telephone Number: 517-373-7396
E-Mail Address: ghosha@michigan.gov



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Attachment A - Pricing



DEFINITIONS

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of this Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” has the meaning given in **Section 2.112**.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work.

“DMB” means the Michigan Department of Management and Budget.

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.244**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of this Contract).

“Incident” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders.

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of this Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.



“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

Annual Proficiency Tests are provided to the analytical staff of the Michigan State Police, (MSP) Forensic Science Division (FSD) and semi-annual Proficiency Tests are provided to the DNA analytical staff. These tests are required by the American Society of Crime Lab Directors (ASCLD)/Laboratory Accreditation Board and by the FBI Quality Assurance standards in order maintain national laboratory accreditation. MSP has seven (7) forensic laboratories, which have been accredited since 1985, and these tests are needed to maintain the accreditation.

This Contract is to enable the MSP to purchase forensic proficiency tests from Collaborative Testing Services, Inc. (CTS). CTS is an ASCLD/LAB approved provider of these tests. The MSP will select and order these tests which meet their requirements within CTS enrollment deadlines and test availability. The content, conduct, and scheduling of tests and reports is determined by CTS in compliance with ASCLD/LAB guidelines. All work produced by CTS is the property of CTS and published works are governed by copyright laws. The CTS test program is conducted as a prepaid subscription test service and the terms, conditions, and pricing are governed by the applicable annual CTS Catalogue.

This Contract is between the State and Contractor, whose terms are limited by Article 2.

1.012 Background

MSP FSD is a fully accredited laboratory and in order to maintain this accreditation have to semi-annually be subject to proficiency testing.

1.020 Scope of Work and Deliverables

1.021 In Scope

The scope of this Contract shall include, but not limited to, the following: Bloodstain Pattern Analysis, Latent Prints Examination, Drug Analysis, Blood Alcohol Analysis, Questioned Documents Examination, Handwriting Examination, Firearms Examination, Questioned Toolmarks, Flammables Analysis, Paint Analysis, Glass Analysis, and Forensic Biology.

Bidder Response:

CTS is an ASCLD/LAB approved provider of all tests listed above. Please see the applicable annual CTS Catalogue for test descriptions, prices, and enrollment deadlines.
The 2010 Catalogue is enclosed. Attachment A Price Proposal lists the pricing for 2010 tests.

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:



Proficiency Test Area	Specification
Bloodstain Pattern	
Bloodstain Pattern Analysis	Contains two sections: <ul style="list-style-type: none"> • Angle of Impact - Determine the angle that blood has impacted target surface. • Pattern Description - Recognize and describe patterns on bloodstained objects/targets. Scenarios and questions concerning the patterns may be included. <p>* Samples consist of digitally produced photographs.</p>
Prints	
Latent Prints Examination	Comparison of 4 sets of inked exemplar prints with 8-12 latent prints. <p>Samples consist of digitally produced photographs.</p>
Drug Analysis	
Drug Analysis	Qualitative analysis of two suspected controlled substance / drug samples.
Toxicology	
Blood Alcohol Analysis	Samples consist of four vials with varying concentrations of whole blood and ethanol or other volatiles. <p>Analysis requires quantitative results.</p>
Questioned Documents	
Questioned Documents Examination	May encompass any aspect of the questioned documents discipline, including handwriting comparison.
Handwriting Examination	Designed solely for the examination and comparison of handwriting. <p>Samples consist of digitally produced photographs.</p>
Firearms and Tool marks	
Firearms Examinations	Comparison and/or identification of firearms evidence such as expended bullets, ammunition components, expended cartridge cases, etc.
Tool marks Examination	Examination of toolmarks evidence such as the comparison of a suspect tool with questioned toolmarks.

**Bidder Response to Task:**

Please note: the paragraphs below explain the conduct and features of the CTS testing program; CTS reserves the right to make changes during the test year as required by ASCLD/LAB or any other program adjustments that CTS considers necessary.

Test descriptions in the previous page of the RFP are as listed in the annual CTS Catalogue of Forensic Proficiency Tests. The annual CTS Catalogue contains all pricing and enrollment deadlines. This is a prepaid, subscription test service. Our enrollment deadlines are firm and all fees must be remitted prior to CTS shipping the tests. CTS offers the same terms and prices to all subscribers.

All tests are conducted 1 time per year. The participant laboratories select the test and test combinations that best meet their test requirements. CTS offers multiple Forensic Biology/DNA tests so labs may select from a number of pairings to meet twice a year test requirements. Our Catalogue details all relevant dates to assist in test selection.

Upon receipt of a complete order (test selections and form of payment), CTS provides a letter listing the test enrollment so the participant laboratory may confirm their test selections.

All test elements, including scheduling, test manufacture, and report generation and distribution are at the discretion of CTS in compliance with ASCLD/LAB protocols.

Tests materials are shipped via traceable courier to the Michigan State Police. MSP personnel conduct the testing in their own facilities using their own laboratory procedures and return written test results to CTS. CTS provides data sheets on which test results are recorded.

Paperwork enclosed with each test shipped to the laboratory lists the date test results are due at CTS. At the conclusion of each test, CTS analyzes all test responses, and provides the following reports:

Within 3 weeks from the date test results are due at CTS: a Manufacture's Information Statement which contains design details of the test is posted on our Web site.

Within 10 weeks from data due date: an Individual Report is mailed to each participant laboratory which contains the responses submitted by that lab and consensus data from the population taking the test. Concurrently, a Summary Report containing all responses from all participants is posted on our Web site. This Summary Report is a comprehensive multi-table report that allows for review of all responses received, including methodologies used, conclusions reported and comments.

Within 13 weeks from data due date: A comprehensive report is forwarded to ASCLD/LAB containing data accredited labs have authorized CTS to release to that Board.

CTS reports are designed for clarity and ease of self-assessment by the participant laboratories. The CTS Web site contains complete, updated schedules for test and report distribution to facilitate a laboratory's management of their test program. Web based Reports allow for early test review.

CTS staff members are available by phone or email at all times to assist participants with understanding the content of tests, analyses or reports except for disclosure of details which might compromise a test in progress.

Please note: other than the Individual Report mentioned above, there are no documents/reports prepared exclusively for a specific participant. No documents or deliverables are prepared for your evaluation and acceptance. Any party who wishes to review the status of tests and reports at any given time may do so simply by checking the complete schedule on our Web site. The Reports CTS provides are to assist labs in evaluating their test performance.



1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

- Test enrollment deadlines and scheduling are determined by CTS in accordance with ASCLD/LAB guidelines. The exact time and scheduling of the Contractor's services shall be between the State agency's coordinator and the Contractor at the time of need.
- The Contractor will provide those services requested based on their ability to conform to the Work and Deliverables specified in this Contract.
- The Contractor must obtain a Purchase Order number from the requesting agency prior to filling any order..

Bidder Response:

Scheduling of the CTS proficiency tests - test availability, enrollment deadlines, ship dates, and report distribution dates – is determined by CTS in accordance with ASCLD/LAB protocols.

Please see the applicable annual CTS Catalogue for enrollment deadlines; test ship schedules and report distribution dates are posted at www.ctsforensics.com. Tests are shipped exclusively on a prepaid basis.

1.040 Project Plan

1.041 Project Plan Management

Identify the project plan:

Bidder Response:

The CTS schedule is posted on our Web site at www.ctsforensics.com. Ship dates, due dates, and report dates are listed for each test. Enrollment deadlines are found in the applicable annual CTS Catalogue, also posted on the Web site.

The coordinator from MSP is welcome to contact CTS at any time to confirm test availability or test and report distribution dates. CTS program managers are always available to provide additional information regarding the conduct of any test, the analysis, or the reports. When a test is in progress, specific test details that might compromise the test cannot be discussed.

1.042 Reports

Each test, distributed by the test provider, requires that the analytical staff at MSP take the test and submit the test results by a specific deadline (varies throughout the year). Once the test is submitted to the test provider, it is also sent to the American Society of Crime Laboratory Directors (ASCLD) as part of our accreditation requirement. The accreditation standards of MSP require that all analysts in the Forensic Science Division are required to take one proficiency test per year in the forensic discipline in which they conduct casework. The one exception is in DNA. All DNA scientists are required to take two tests per year according to the FBI Quality Assurance Guidelines.

**Bidder Response:**

All tests offered by CTS are listed in our annual Catalogue. CTS offers multiple Forensic Biology/DNA tests so labs may select from a number of pairings to meet twice a year test requirements.

Test schedule is determined by CTS in accordance with ASCLD/LAB protocols. At the conclusion of each test, CTS analyzes all test responses, and provides the following reports:

Within 3 weeks from the date test results are due at CTS: a Manufacture's Information Statement which contains design details of the test is posted on our Web site.

Within 10 weeks from data due date: a Individual Report is mailed to each participant laboratory which contains the responses submitted by that lab and consensus data from the population taking the test and a Summary Report containing all responses from all participants is posted on our Web site. This Summary Report is a comprehensive multi-table report that allows for review of all responses received, including methodologies used, conclusions reported and comments.

Within 13 weeks from data due date: A comprehensive report is forwarded to ASCLD/LAB containing data accredited labs have authorized CTS to release to that Board.

CTS reports are designed for clarity and ease of self-assessment by the participant laboratories. The CTS Web site contains complete, updated schedules for test and report distribution to facilitate a laboratory's management of their test program. Web based Reports allow for early test review.

CTS staff members are available by phone or email at all times to assist participants with understanding the content of tests, analyses or reports except for disclosure of details which might compromise a test in progress.

1.050 Acceptance**1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this SOW. Services must be presented in writing to the Agency Project Manager. Services must meet the agreed upon criteria between the Agency Project Manager and the Contractor. The Agency Project Manager must approve the services in writing to the Contractor within two (2) weeks from the date of submittal. Any rejections of services shall be in writing to the Contractor and shall outline the reasons for rejection.

1.052 Final Acceptance

The agency has the right to determine if the services are acceptable and the specified requirements are complete. Any intermediate acceptance of sub-Deliverables does not complete the requirement of Final Acceptance.

**1.060 Proposal Pricing****1.061 Proposal Pricing**

For authorized Services and Price List, see Attachment A.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.

1.062 Price Term

Prices are firm for 2010 only. Subsequent year pricing will be governed by the applicable annual CTS Catalogue of Forensic Proficiency tests. The Catalogue will be available each August for the coming test year.

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback - RESERVED**1.070 Additional Requirements****1.071 Additional Terms and Conditions specific to this Contract – RESERVED.**



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of one (1) years beginning October 1, 2009, through September 30, 2010. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of this Contract, unless otherwise extended under this Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of this Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. This Contract may be renewed for up to four (4) additional one (1) year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of this Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under this Contract, including the purchase of necessary materials, until both parties have signed this Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against this Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during this Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of this Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of this Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**2.008 Form, Function & Utility**

If this Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of this Contract is severable from all other provisions of this Contract and, if one or more of the provisions of this Contract is declared invalid, the remaining provisions of this Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

2.012 Survival

Any provisions of this Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration**2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and Michigan State Police (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Andy Ghosh, CPPB, Contract Administrator
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: ghosha@michigan.gov
Phone: 517-373-7396

2.022 Contract Compliance Inspector (CCI)

After DMB-Purchasing Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with Michigan State Police, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for this Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of this Contract as that authority is retained by DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:

Gregoire Michaud
Michigan State Police
Forensic Science Division
7320 N. Canal Road
Lansing, MI 48913
Ph: 517-322-6156
michaudg@michigan.gov

**2.023 Project Manager**

See 2.022

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

2.025 Notices

Any notice given to a party under this Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

Andy Ghosh, CPPB, Contract Administrator
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: ghosha@michigan.gov
Phone: 517-373-7396

Contractor:

Susan Roberts
Collaborative Testing Services, Inc.
21331 Gentry Drive
Sterling, VA 20166

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

**2.027 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of this Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in this Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under this Contract.

2.029 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform this Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under this Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under this Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions**2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

**2.036 Freedom of Information**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions**2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

The CTS tests are provided as Prepaid Subscription Test Service. CTS will provide invoice; terms are Net, as no tests are shipped until invoices are paid in full.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under this Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.48 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).



2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel: Not Applicable.

2.063 Re-assignment of Personnel at the State's Request: Not Applicable.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on this Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for this Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for this Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

**2.068 Contract Management Responsibilities**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, this Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of this Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor**2.071 Contractor Full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.080 State Responsibilities**2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

**2.082 Facilities**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security**2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by this Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.100 Confidentiality**2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.



2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of this Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records Retention

Record Retention is done in compliance with ASCLD/LAB protocols.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of this Contract, whichever is earlier.



(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations -

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with this Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.



(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of this Contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability - RESERVED

2.123 Warranty of Fitness for a Particular Purpose - RESERVED

2.124 Warranty of Title - RESERVED

2.125 Equipment Warranty - RESERVED

2.126 Equipment to be New - RESERVED

2.127 Prohibited Products - RESERVED

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage's provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/dleg.



Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$100,000.00) each occurrence and three million dollars (\$100,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

**2.132 Subcontractor Insurance Coverage**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification**2.141 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under this Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

**2.144 Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.



(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches this Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate this Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).



(b) If funding for this Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under this Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of this Contract and which are resulting from this Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.



2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches this Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.190** before it terminates this Contract.

2.170 Transition Responsibilities

2.171 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work - RESERVED

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to this Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under this Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.



(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under this Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of this Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate this Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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 disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of this Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to this Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.



The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this Contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in this Contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 Governing Law

This Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of this Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities.



The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
- (2) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure - RESERVED

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance -RESERVED

2.241 Time of Performance - RESERVED

2.242 Service Level Agreements (SLAs) - RESERVED

2.243 Liquidated Damages - RESERVED

**2.244 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations under this Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under this Contract for so long as the delay in performance continues; (b) the State may terminate any portion of this Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under this Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables – Deleted - Not Applicable.**2.260 Ownership - RESERVED****2.270 State Standards - RESERVED****2.280 Extended Purchasing - RESERVED****2.281 MIDEAL - RESERVED****2.290 Environmental Provision - RESERVED**



2.300 Other Provisions

2.311 Forced Labor, Convict Labor, or Indentured Servitude Made Materials

Contractor represents and certifies that, to the best of its knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, will be furnished to the State under any resulting Contract, that have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

_____ (Initial)

2.321 Knowledge of Child Labor for Listed End Products

(a) "Forced or indentured child labor" means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (ii) Performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Country of Origin

(c) *Certification.* The State will not make award to a Contractor unless the Contractor, by checking the appropriate block, certifies to one of the following:

- () The Contractor will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- () The Contractor may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Contractor certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture the end product. On the basis of those efforts, the Contractor certifies that it is not aware of any the use of child labor.

_____ (Initial)



Contractor must accept all the terms and conditions indicated in Article 2 of this Contract. Please confirm acceptance below:

Bidder Response:

We accept the Terms & Conditions with the following exceptions:

2.044 Invoicing and Payment: The tests offered by CTS are a prepaid subscription test service; all invoices must be paid prior to shipment; subscriptions do not commence until all fees are remitted.

2.052 Taxes. CTS is not empowered to collect any taxes. CTS has no nexus in Michigan.

2.062/3 Contractor Key Personnel. CTS personnel must offer the same service and consideration to all program participants. No specific staff members are assigned to any participant and the participants may not review, approve, remove, or reassign CTS staff members. This is a proficiency testing program involving hundreds of laboratories all of whom must be treated with equal consideration.

2.091 Background checks. Not applicable; CTS performs no work in Michigan.

2.101/2; 2.110 Confidentiality. Record Retention. Inspection. Confidentiality protocols prohibit the disclosure by CTS of current or past program participants or the content of their test programs. Record retention is at the discretion of CTS in compliance with ASCLD/LAB protocols. CTS cannot make records or facilities available for review due to our confidentiality agreements with our participants.

2.130 Insurance, Professional Liability. CTS will provide the certificates of insurance as requested, except CTS does not carry Professional Liability because the service we provide does not fall under those guidelines.

2.170 Transition Responsibilities. There exists no "transition period" between providers. Participants may change their test selection or provider from year to year and the provider may change test offerings. No work is shared; all work produced is the property of the provider, CTS. Published reports are governed by copyright laws.

2.250 Approval of deliverables. All participants receive the same tests and reports within the same time frame; schedules are at the discretion of the provider in accordance with ASCLD/LAB protocols; there are no additional "deliverables" to be reviewed or approved by the participants. Other than CTS Individual Reports, which are specific to each participant's responses and are sent to every participant laboratory at the conclusion of each test, there are no unique documents created for any participant. Should any test sample prove defective, CTS liability is limited to replacement if time/supplies permit or refund of test fee if sample cannot be replaced.

CTS terms and policies are governed by the applicable annual Catalogue and must prevail as the same terms must be offered to all program participants. Copy of the CTS Forensic Subscription Information & Policies from the 2010 Catalogue follows.

All work produced by CTS is the property of CTS; published reports are governed by copyright laws.



Attachment A, Price Proposal

Items	Description	QTY	Unit Cost	Amount
Bloodstain pattern				
1. Bloodstain Pattern Analysis	Contains two sections: • Angle of Impact - Determine the angle that blood has impacted target surface. • Pattern Description - Recognize and describe patterns on bloodstained objects/targets. Scenarios and questions concerning the patterns may be included. * Samples consist of digitally produced photographs.	10	\$280	\$2800
Prints				
2. Latent Prints Examination	Comparison of 4 sets of inked exemplar prints with 8-12 latent prints. Samples consist of digitally produced photographs.	8	\$355	\$2840
Drug Analysis				
3. Drug Analysis	Qualitative analysis of two suspected controlled substances/drug samples	38	\$155	\$5890
Toxicology				
4. Blood Alcohol Analysis	Samples consist of four vials with varying concentrations of whole blood and ethanol or other volatiles. Analysis requires quantitative results.	1	\$130	\$130
Questioned Documents				
5. Questioned Documents	May encompass any aspect of the questioned documents discipline, including handwriting comparison.	1	\$145	\$145
6. Handwriting Examination	Designed solely for the examination and comparison of handwriting. Samples consist of digitally produced photographs.	1	\$260	\$260
Firearms and Toolmarks				
7. Firearms Examinations	Comparison and/or identification of firearms evidence such as expended bullets, ammunition components, expended cartridge cases, etc.	7	\$160	\$1120
8. Toolmarks Examination	Examination of toolmarks evidence such as the comparison of a suspect tool with questioned toolmarks.	7	\$185	\$1295

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Trace Evidence				
9. Imprint/Impression Evidence	Examination and comparison of footwear impressions or other types of imprint/impressions. Samples consist of digitally produced 18 photographs.	6	\$225	\$1350
10. Flammables Analysis	Detection, identification and/or comparison of flammable residues. Samples are contained within nylon arson bags and include a control bag.	7	\$170	\$1190
11. Fibers Examination	Examination, identification and comparison of synthetic and/or processed natural fibers.	4	\$135	\$540
12. Paint Analysis	Analysis and comparison of paint. Samples are restricted to materials which meet the definition of paint as outlined by the Federation of Societies for Coatings Technology.	3	\$135	\$405
13. Glass Analysis	Analysis and comparison of glass.	3	\$135	\$405
Forensic Biology				
14. Forensic Biology	Forensic Biology samples consist of bloodstain standards and suspected dried body fluid stains.	26	\$165	\$4290
	Forensic Biology samples consist of bloodstain standards and suspected dried body fluid stains.	39	\$165	\$6435
	Forensic Biology samples consist of bloodstain standards and suspected dried body fluid stains.	26	\$165	\$4290
	Forensic Biology samples consist of bloodstain standards and suspected dried body fluid stains.	31	\$165	\$5115

TOTAL BID AMOUNT - \$ 38,500

Please note: CTS understands that the test quantities specified in the RFP for this Contract were the total anticipated test requirements for MSP for the next 3 years. CTS can provide a firm price quotation only for 2010. Subsequent year pricing will be governed by the applicable annual CTS Catalogue of Forensic Proficiency Tests which is available each August for the coming test year. The test fees quoted above are valid for 2010 only and the quantities listed are based on 1/3 those requested in the original RFP. CTS cannot offer discounts; the same terms and prices must be offered to all program participants.

CTS cannot offer discounts; the same terms must be offered to all program participants.