

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

July 22, 2011

**CHANGE NOTICE NO.2**  
**TO**  
**CONTRACT NO. 071B0200278**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>W. Nuhsbaum, Inc.</b> <b>760 Ridgeview Drive</b> <b>McHenry, IL 60050</b>  Email: <a href="mailto:tinapeterson@nuhsbaum.com">tinapeterson@nuhsbaum.com</a>	TELEPHONE (800) 368-3368 <b>Tina Peterson</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 <b>Kristen Robel</b>
Contract Compliance Inspector: Insp. Gregoire Michaud <b>Steremicroscopes – Michigan State Police</b>	
CONTRACT PERIOD: <b>3 yrs. + 2 one-year options</b> From: <b>July 21, 2010</b> To: <b>July 20, 2013</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective July 22, 2011, prices have been increased per the attached item listing.

All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON(S):**

Per vendor request (emailed dated 7/8/2011), agency agreement (email dated 7/22/2011) and DTMB-Purchasing Operations approval.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,062,115.70**

**Contract 071B0200278  
Change Notice No. 2  
Revised Item Listing**

**W. NUHSBAUM, INC.**

Page 1 of 22

(800) 368-3368  
(815) 385-5200  
(815) 385-5236 FAX

760 Ridgeview Drive  
McHenry, IL 60050

Quotation: 0044372  
July 07, 2011  
Salesperson: FE

WITH REPRESENTATIVES LOCATED IN  
ILLINOIS, INDIANA, KENTUCKY, MICHIGAN,  
OHIO, PENNSYLVANIA, WEST VIRGINIA AND WISCONSIN

**Q U O T A T I O N**

Especially prepared for:

0529Q02

**Ms. Kristen Robel, Buyer**  
STATE OF MICHIGAN  
DEPT. TECH, MGMT & BUDGET  
530 W. ALLEGAN  
Lansing, MI 48933

Please visit our website  
[www.nuhsbaum.com](http://www.nuhsbaum.com)

(517) 373-7396 FAX  
by Fred Erdmann

[robek@michigan.gov](mailto:robek@michigan.gov)

Catalog #	Description	Total Price
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THE FOLLOWING PRICES ARE REQUESTED FOR CONTRACT  
#071B0200278 FOR THE PERIOD JULY 21, 2011 THROUGH  
JULY 20, 2012.

LINE ITEM ONE: LEICA M125 TRACE EVIDENCE  
STEREMICROSCOPE WITH LED5000 RINGLIGHT AND DFC295  
DIGITAL CAMERA ACCESSORIES (NV)

UOM: PRICE/EACH \$16,565.54

10450034	Leica M125 optics carrier, with zoom magnification changer 12.5:1, APO corrected optics, objective thread M65	\$3,334.00
10450252	Inclined binocular tube 45°	\$678.00
10450023	2.00 @ \$267.00 Eyepiece 10x/23B, adjustable	\$534.00
10450048	Focus drive c/f, inclinable	\$1,804.00
10447099	Horizontal arm, heavy Duty	\$1,056.00
10446437	Base plate, large	\$528.00
10447014	Column 560/57 mm	\$587.00
10450028	Objective Planapo 1.0x, M-seri	\$1,897.00
10450266	Power Supply for LED3000/LED50	\$83.00
10450061	LED5000 RL-80/48	\$1,083.00

Catalog #	Description	Total Price
10446309	DOCUMENTATION TUBE HD V FEATURING THREE DIFFERENT BEAMSPLITTING OPTIONS: 100% TO EACH EYEPIECE, 50% TO EACH EYEPIECE & 50% TO PHOTOPORT, AND 100% TO PHOTOPORT WITH 100% TO RIGHT EYEPIECE	\$1,839.00
10450288	Dust cover (80 x 50 x 50 cm),	\$59.00
10445661	2.00 @ \$18.00 POWER CABLE, 2M, USA	\$36.00
12730209	DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max.18 frames per sec. (depending on the PC performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac	\$3,054.00
12730188	Firewire Camera Laptop Power Kit	\$134.00
10445929	VIDEO OBJECTIVE 0.5X	\$385.00
SUB-TOTAL		\$17,091.00
SPECIAL PACKAGE DISCOUNT		\$-1,025.46
TRAINING	INSTALLATION & TRAINING FEE	\$250.00
SHIPPING	SHIPPING	\$250.00
TOTAL		\$16,565.54
<b>LINE ITEM TWO: LEICA M80 STEREO MICROSCOPE WITH LED2000 ILLUMINATION</b>		
<b>UOM PRICE/EACH \$4,095.38</b>		
10450155	18.00 @ \$1751.00 Leica M80 optics carrier	\$31,518.00
10450023	36.00 @ \$267.00 Eyepiece 10x/23B, adjustable	\$9,612.00
10450252	18.00 @ \$678.00 Inclined binocular tube 45°	\$12,204.00
10447347	18.00 @ \$993.00 Leica LED2000, Stand w. IL LED	\$17,874.00
10450160	18.00 @ \$306.00	\$5,508.00

Catalog #	Description	Total Price
10447039	Objective achromat 0.63x, WD = 18.00 @ \$15.00 Dust cover antistatic, small	\$270.00
SUB-TOTAL		\$76,986.00
SPECIAL PACKAGE DISCOUNT		\$-4,619.16
SHIPPING	18.00 @ \$75.00 SHIPPING	\$1,350.00
TOTAL		\$73,716.84
<b>LINE ITEM THREE: LEICA S4E STEREO MICROSCOPE</b>		
<b>UOM PRICE/EACH: \$1868.94</b>		
10446293	9.00 @ \$1079.00 LEICA S4E POD AVAILABLE: >WITH 4.8:1 ZOOM AND 38° VIEWING ANGLE FOR QUALITY INSPECTIONS, ASSEMBLY, OEM AND EDUCATION >6.3X-30X TOTAL MAGNIFICATION, 110mm WORKING DISTANCE >6 ACHROMATIC SUPPLEMENTAL OBJECTIVES >EYEPIECES FOR EYEGGLASS WEARERS >ESD SAFE CONSTRUCTION (ANTI-STATIC)	\$9,711.00
10447136	9.00 @ \$97.00 10X/23 B FIXED EYEPIECE WITH EYEGUARD	\$873.00
10447137	9.00 @ \$110.00 10X/23 B FOCUSABLE EYEPIECE WITH EYEGUARDS	\$990.00
10446339	9.00 @ \$259.00 Focus column for S4/S6/S8	\$2,331.00
10446340	9.00 @ \$108.00 Incident light base, small	\$972.00
10447039	9.00 @ \$15.00 Dust cover antistatic, small	\$135.00
31600100	9.00 @ \$283.00 Easy LED spot illumination sys	\$2,547.00
SUB-TOTAL		\$17,559.00
SPECIAL PACKAGE DISCOUNT		\$-1,053.54
SHIPPING	9.00 @ \$35.00 SHIPPING	\$315.00
TOTAL		\$16,820.46
<b>LINE ITEM FOUR: LEICA DFC295 DIGITAL CAMERA WITH</b>		
<b>PAX-IT IMAGE ACQUISITION SYSTEM</b>		
<b>(SH-2 DMC, LG DMC, GY DMC, MQ FSC)</b>		
<b>UOM PRICE/EACH: \$10,369.88</b>		

Catalog #	Description	Total Price
12730209	5.00 @ \$3054.00 DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max.18 frames per sec. (depending on the PC performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac	\$15,270.00
11541016	4.00 @ \$698.00 C-mount adapter 0,5x, Delta	\$2,792.00
11541544	C-Mount HC 0.55x	\$525.00
PIDV24M1	5.00 @ \$3490.00 COMBO OF PAX-IT DIGITAL ACQUISITION SOFTWARE AND PAX-IT BASIC MEASUREMENT MODULE (PIM100A), SINGLE USER LICENSE. INCLUDES PAX-IT SOFTWARE (PIDV24) TO SCAN, STORE, MEASURE, DATABASE AND REPORT IMAGES. WORKS WITH TWAIN SCANNERS AND DIGITAL CAMERAS.	\$17,450.00
22FP	5.00 @ \$315.00 22" WIDESCREEN LCD MONITOR	\$1,575.00
TI1394ABPCI	5.00 @ \$149.00 A B FIREWARE CARD	\$745.00
E17-R2880	4.00 @ \$1005.00 Epson Printer	\$4,020.00
	SUB-TOTAL	\$42,377.00
	SPECIAL PACKAGE DISCOUNT	\$-2,542.62
WSHUTTLEXPCEC	5.00 @ \$1495.00 SHUTTLE PC COMPUTER ECON VERSION	\$7,475.00
M17-7804C	5.00 @ \$333.00 MICROSOFT OFFICE 2007 OEM INCLUDES POWERPOINT	\$1,665.00
TRAINING	5.00 @ \$500.00 INSTALLATION & TRAINING	\$2,500.00
SHIPPING	5.00 @ \$75.00 SHIPPING	\$375.00
	TOTAL	\$51,849.38

LINE ITEM FIVE: LEICA DFC295 PLUS PHOTOTUBES (NV)

Catalog #	Description	Total Price
<b>UOM PRICE/EACH: \$4,793.50</b>		
12730209	5.00 @ \$3054.00 DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max.18 frames per sec. (depending on the PC performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac	\$15,270.00
12730188	5.00 @ \$134.00 Firewire Camera Laptop Power Kit	\$670.00
10445929	3.00 @ \$385.00 VIDEO OBJECTIVE 0.5X	\$1,155.00
11541016	2.00 @ \$698.00 C-mount adapter 0.5x, Delta	\$1,396.00
10446309	3.00 @ \$1839.00 DOCUMENTATION TUBE HD V FEATURING THREE DIFFERENT BEAMSPLITTING OPTIONS: 100% TO EACH EYEPIECE, 50% TO EACH EYEPIECE & 50% TO PHOTOPORT, AND 100% TO PHOTOPORT WITH 100% TO RIGHT EYEPIECE	\$5,517.00
SUB-TOTAL		\$24,008.00
SPECIAL PACKAGE DISCOUNT		\$-1,440.48
TRAINING	5.00 @ \$250.00 INSTALLATION & TRAINING FEE	\$1,250.00
SHIPPING	5.00 @ \$30.00 SHIPPING	\$150.00
TOTAL		\$23,967.52
<b>LINE ITEM SIX: LEICA DFC295 (GR)</b>		
<b>UOM PRICE/EACH: \$4,072.90</b>		
12730209	2.00 @ \$3054.00 DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max.18 frames per sec. (depending on the PC	\$6,108.00

Catalog #	Description	Total Price
	performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac	
12730188	2.00 @ \$134.00 Firewire Camera Laptop Power Kit	\$268.00
11541016	2.00 @ \$698.00 C-mount adapter 0.5x, Delta	\$1,396.00
TH1394ABPCI	2.00 @ \$149.00 A B FIREWARE CARD	\$298.00
SUB-TOTAL		\$8,070.00
SPECIAL PACKAGE DISCOUNT		\$-484.20
TRAINING	2.00 @ \$250.00 INSTALLATION & TRAINING FEE	\$500.00
SHIPPING	2.00 @ \$30.00 SHIPPING	\$60.00
TOTAL		\$8,145.80
<p><b>LINE ITEM SEVEN: PAX-IT WARRANTY UPGRADES (SH)</b>  <b>(NV), SERIAL #0602023-D-Z-M-ZM, 0812026DZMZ,</b>  <b>0812027DZMZ, 0812028DZMZ AND 0903016DZMZ</b>  <b>UOM PRICE/EACH: \$1,364.55 (PLEASE NOTE: THESE TWO</b>  <b>ARE NOT EQUIVALENT ITEMS)</b></p>		
WCSX	2.00 @ \$495.00 PAX-IT SOFTWARE ONLY WARRANTY	\$990.00
WCSX4MSP	PAX-IT WARRANTY UPGRADE FOR FOUR MICHIGAN STATE POLICE LICENSES. INCLUDES NEW VERSION UPDATES AND UNLIMITED TECHNICAL SUPPORT FOR THE COMING YEAR. WARRANTY COVERS THE PERIOD 01/15/10 THROUGH 01/15/2011. SERIAL NUMBERS ARE 0812026-D-Z-M-Z, 0812027-D-Z-M-Z, 0812028-D-Z-MZ AND 0903016-D-Z-M-Z	\$1,875.00
SUB-TOTAL		\$2,865.00
SPECIAL PACKAGE DISCOUNT		\$-171.90
SHIPPING	SHIPPING	\$36.00
TOTAL		\$2,729.10
<p><b>LINE ITEM EIGHT: FLUORESCENCE LIGHTING FOR</b>  <b>EXISTING DMC (SH)</b></p> <p><b>UOM PRICE/EACH \$2,651.20</b></p>		

Catalog #	Description	Total Price
11581114	Fluo tube illumination, pair,	\$846.00
11581088	2.00 @ \$922.00 PLATFORM, ROTATABLE WITH ARTICULATING ARM	\$1,844.00
SUB-TOTAL		\$2,690.00
SPECIAL PACKAGE DISCOUNT		\$-53.80
SHIPPING	SHIPPING	\$15.00
TOTAL		\$2,651.20
<b>LINE ITEM NINE: LEICA DM2500 P POLARIZED LIGHT MICROSCOPES</b>		
<b>UOM PRICE/EACH: \$13,552.90</b>		
11888506	7.00 @ \$2276.00 Pol Stand Leica DM2500 P for I	\$15,932.00
11888507	7.00 @ \$761.00 Revolving Nosepiece 5-fold, ce	\$5,327.00
11888717	7.00 @ \$285.00 Focusing drive 2-step for DM25	\$1,995.00
11888146	7.00 @ \$151.00 Ground plate w. filter magaz.	\$1,057.00
11521577	7.00 @ \$87.00 DAYLIGHT FILTER, 40MM	\$609.00
11504080	7.00 @ \$545.00 LAMPHOUSE 107/2 12V 100 WATT 0.55M	\$3,815.00
11500974	14.00 @ \$14.00 BULB 12V 100W (LB3014, W038101092000)	\$196.00
13587040	7.00 @ \$900.00 Analyzer/Bertand Lens Module	\$6,300.00
11551078	7.00 @ \$2582.00 Pol rotating stage with clamp	\$18,074.00
13613661	7.00 @ \$859.00 object guide without point counting	\$6,013.00
11888135	7.00 @ \$24.00 FOCUS KNOBS FOR DM2000/2500/3000	\$168.00
11551506	7.00 @ \$1841.00 Tube HC L1TP 4/5/7, binoc. ph	\$12,887.00
11501183	7.00 @ \$562.00 Condenser achr.-apl. A 0.9 (P) CC	\$3,934.00
11553388	7.00 @ \$344.00	\$2,408.00

Catalog #	Description	Total Price
11555034	LAMBDA PLATE FOR COMPENSATOR SLOT GYPSUM PLATE, FIRST ORDER RED IN DIN SLIDER 20 X 6MM. 7.00 @ \$1026.00 POLARIZER	\$7,182.00
11556060	7.00 @ \$192.00 Obj. HI PLAN 4x/0.10 POL -, 1	\$1,344.00
11556061	7.00 @ \$269.00 Obj. HI PLAN 10x/0.25 POL	\$1,883.00
11556071	7.00 @ \$302.00 Obj. HI PLAN 20x/0.40 POL	\$2,114.00
11556065	7.00 @ \$542.00 Obj. HI PLAN 40x/0.65 POL	\$3,794.00
11501074	7.00 @ \$58.00 DUST COVER FOR DML/2000/2500/3000 fluo/photo	\$406.00
11557801	7.00 @ \$452.00 HC L PLAN 10X/20 M EYEPIECE WITH CROSSLINE	\$3,164.00
11507802	7.00 @ \$199.00 EYEPIECE HC PLAN 10X/20 FOCUSING	\$1,393.00
SUB-TOTAL		\$99,995.00
SPECIAL PACKAGE DISCOUNT		\$-5,999.70
SHIPPING	7.00 @ \$125.00 SHIPPING	\$875.00
TOTAL		\$94,870.30
<b>LINE ITEM TEN: LEICA DM2500P TRACE EVIDENCE COMPARISON MICROSCOPES WITH DFC425C DIGITAL CAMERA ACCESSORIES UOM PRICE/EACH: \$72,256.29</b>		
11888506	14.00 @ \$2276.00 Pol Stand Leica DM2500 P for I	\$31,864.00
11888507	14.00 @ \$761.00 Revolving Nosepiece 5-fold, ce	\$10,654.00
11888717	14.00 @ \$285.00 Focusing drive 2-step for DM25	\$3,990.00
11888146	14.00 @ \$151.00 Ground plate w. filter magaz.	\$2,114.00
11521577	14.00 @ \$87.00 DAYLIGHT FILTER, 40MM	\$1,218.00
11551078	14.00 @ \$2582.00	\$36,148.00

Catalog #	Description	Total Price
	Pol rotating stage with clamp	
11555079	14.00 @ \$854.00 Analyzer 180?, rotatable	\$11,956.00
11505121	14.00 @ \$397.00 Analyzer mount TL L1/25	\$5,558.00
13613661	14.00 @ \$859.00 object guide without point counting	\$12,026.00
11888135	14.00 @ \$24.00 FOCUS KNOBS FOR DM2000/2500/3000	\$336.00
11501183	14.00 @ \$562.00 Condenserachr.-apl. A 0.9 (P) CC	\$7,868.00
11553388	14.00 @ \$344.00 LAMBDA PLATE FOR COMPENSATOR SLOT GYPSUM PLATE, FIRST ORDER RED IN DIN SLIDER 20 X 6MM.	\$4,816.00
11555034	14.00 @ \$1026.00 POLARIZER	\$14,364.00
11556060	14.00 @ \$192.00 Obj. HI PLAN 4x/0.10 POL -/, 1	\$2,688.00
11556061	14.00 @ \$269.00 Obj. HI PLAN 10x/0.25 POL	\$3,766.00
11556071	14.00 @ \$302.00 Obj. HI PLAN 20x/0.40 POL	\$4,228.00
11556065	14.00 @ \$542.00 Obj. HI PLAN 40x/0.65 POL	\$7,588.00
11551511	7.00 @ \$1922.00 Tube BDTP 25 100/50/0 with fix	\$13,454.00
11581109	7.00 @ \$15807.00 Comparison Bridge FS CB	\$110,649.00
11555082	14.00 @ \$2276.00 Pol Axis 4 Position	\$31,864.00
11555081	14.00 @ \$809.00 Cube P to Smith, fixed	\$11,326.00
11581071	7.00 @ \$1142.00 Cold light illuminator 110V, K	\$7,994.00
11581065	7.00 @ \$814.00 Fibre-optics lightguide (d=9.0	\$5,698.00
11600218	14.00 @ \$500.00 Light guide coupler, 1.5", D	\$7,000.00

Catalog #	Description	Total Price
11555005	14.00 @ \$603.00 Polarizer R/P for incident light, with 3 resting positions 0°/45°/90°	\$8,442.00
11581083	7.00 @ \$109.55 Dust cover for Leica FSC	\$766.85
11507807	14.00 @ \$248.00 Eyepiece HC PLAN s 10x/22 Br.	\$3,472.00
11513875	14.00 @ \$1128.00 Filter system D; size 'k'	\$15,792.00
11513882	14.00 @ \$1007.00 Filter system N2.I; size 'k'	\$14,098.00
11513878	14.00 @ \$1007.00 Filter system I3; size 'k'	\$14,098.00
11504069	14.00 @ \$1881.00 LAMP HOUSING 106Z 4L FOR HBO 100 WITHOUT IGNITER	\$26,334.00
11500334	14.00 @ \$1991.00 Power supply EBQ 100-04-L	\$27,874.00
LB1005	14.00 @ \$180.00 HBO 100W/2 MERCURY	\$2,520.00
12730222	7.00 @ \$6456.00 Leica DFC425 C Digital Camera	\$45,192.00
11541543	7.00 @ \$525.00 C-Mount adapter 0.70x for 2/3"	\$3,675.00
22FP	7.00 @ \$315.00 22" WIDESCREEN LCD MONITOR	\$2,205.00
TU1394ABPCI	7.00 @ \$149.00 A B FIREWARE CARD	\$1,043.00
E17-R2880	7.00 @ \$1005.00 Epson Printer	\$7,035.00
	SUB-TOTAL	\$521,713.85
	SPECIAL PACKAGE DISCOUNT	\$-31,302.83
WSHUTTLEXPCEC	7.00 @ \$1650.00 SHUTTLE PC COMPUTER ECON VERSION	\$11,550.00
M17-7804C	MICROSOFT OFFICE 2007 OEM INCLUDES POWERPOINT	\$333.00
TRAINING	7.00 @ \$250.00 TRAINING FEE	\$1,750.00
SHIPPING	7.00 @ \$250.00 SHIPPING	\$1,750.00

Catalog #	Description	Total Price
TOTAL		\$505,794.02
<b>LINE ITEM ELEVEN: LEICA FSC COMPARISON MICROSCOPE</b>		
<b>UOM PRICE/EACH: \$80,768.55</b>		
11581105	7.00 @ \$32607.00 Leica FSC stand with compariso	\$228,249.00
11581083	7.00 @ \$109.55 Dust cover for Leica FSC	\$766.85
11581084	7.00 @ \$154.00 Accessorie case - Leica FSC	\$1,078.00
11600272	7.00 @ \$2699.00 Motorized height-adjust. ergo-	\$18,893.00
11581031	14.00 @ \$528.00 ATTACHABLE, TILTABLE OBJECT STAGE FOR INCIDENT LIGHT, FOR THE MECHANICAL AND ROTATING STAGES.	\$7,392.00
11520261	7.00 @ \$537.00 PAIR OF OBJECT STAGES 60MM	\$3,759.00
11581056	14.00 @ \$1235.00 Universal adjustable holder	\$17,290.00
11520220	14.00 @ \$399.00 Attachm. for mounting and fixi	\$5,586.00
11520221	14.00 @ \$54.00 CENTERING DEVICE	\$756.00
11520222	14.00 @ \$63.00 Rubber armored pressure plate	\$882.00
11520687	7.00 @ \$507.00 PAIR OF ATTACHABLE TILTING STAGES, RD. 25	\$3,549.00
11520685	7.00 @ \$260.00 PAIR OF MOUNT FOR LOCK CYLINDER	\$1,820.00
11520260	7.00 @ \$248.00 PAIR OF WIRE HOLDERS	\$1,736.00
11553408	28.00 @ \$18.00 OBJECT CLAMP SG	\$504.00
11581046	14.00 @ \$1175.00 Obj.PL APO MACRO 0.4x/0.014-0.	\$16,450.00
11581047	14.00 @ \$1127.00 Obj.M PL APO MACRO 1x/0.035-0.	\$15,778.00
11581048	14.00 @ \$1127.00 Obj. M PL APO MACRO 2x/0.07-0.	\$15,778.00

Catalog #	Description	Total Price
11581049	14.00 @ \$1127.00 Obj. M PL APO MACRO 4x/0.14-0.	\$15,778.00
11581091	14.00 @ \$229.00 Anti reflection module lambda/	\$3,206.00
11507807	14.00 @ \$248.00 Eyepiece HC PLAN s 10x/22 Br.	\$3,472.00
11520684	7.00 @ \$88.00 PAIR OF MOUNTS FOR AIR-GUN AMMUNITION	\$616.00
11520277	7.00 @ \$87.00 PAIR OF CYLINDER MOUNTS 5MM	\$609.00
11520278	7.00 @ \$87.00 PAIR OF CYLINDER MOUNTS 6MM	\$609.00
11520279	7.00 @ \$87.00 PAIR OF CYLINDER MOUNTS 8MM	\$609.00
11520280	7.00 @ \$87.00 PAIR OF CYLINDER MOUNTS 10MM	\$609.00
11520276	7.00 @ \$87.00 PAIR OF CEMENTING STAGES 20MM	\$609.00
11520686	7.00 @ \$174.00 PAIR OF PIN MOUNTS FOR SPORT, CARTRIDGES	\$1,218.00
11520223	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 0.22	\$763.00
11520224	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 6.35	\$763.00
11520225	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 7.65	\$763.00
11520226	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 7.63 M	\$763.00
11520227	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 9	\$763.00
11520228	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 0.45	\$763.00
11581111	14.00 @ \$134.00 Brushes for cartidge cases	\$1,876.00
11520328	7.00 @ \$490.00 PAIR OF HOLDERS W/BALL + SOCKET	\$3,430.00
11520229	7.00 @ \$126.00 PAIR OF SLEEVE MOUNTS	\$882.00

Catalog #	Description	Total Price
11519963	14.00 @ \$262.00 MICROMETER FOR DMC 10MM=100 DIVISIONS	\$3,668.00
11581053	14.00 @ \$2871.00 Coaxial light equipment, RL	\$40,194.00
11581071	14.00 @ \$1142.00 Cold light illuminator 110V, K	\$15,988.00
11581086	7.00 @ \$187.00 Tray for two cold light source	\$1,309.00
11581088	14.00 @ \$922.00 PLATFORM, ROTATABLE WITH ARTICULATING ARM	\$12,908.00
11581089	14.00 @ \$274.00 Cold light illumination bar	\$3,836.00
31155103	14.00 @ \$235.00 Flexible light guide, 8 mm / 1	\$3,290.00
31258306	14.00 @ \$39.00 Insert filter d28 mm, daylight	\$546.00
11581099	7.00 @ \$675.00 Smart Move for Leica FS C	\$4,725.00
11581092	7.00 @ \$145.00 Segment for joint arm	\$1,015.00
11541544	7.00 @ \$525.00 C-Mount HC 0.55x	\$3,675.00
12730221	7.00 @ \$5352.00 Leica DFC425 Digital Camera &	\$37,464.00
TI1394ABPCI	7.00 @ \$149.00 A B FIREWARE CARD	\$1,043.00
PIDV24M1	7.00 @ \$3490.00 COMBO OF PAX-IT DIGITAL ACQUISITION SOFTWARE AND PAX-IT BASIC MEASUREMENT MODULE (PIM100A), SINGLE USER LICENSE. INCLUDES PAX-IT SOFTWARE (PIDV24) TO SCAN, STORE, MEASURE, DATABASE AND REPORT IMAGES. WORKS WITH TWAIN SCANNERS AND DIGITAL CAMERAS.	\$24,430.00
22FP	7.00 @ \$315.00 22" WIDESCREEN LCD MONITOR	\$2,205.00
E17-R2880	7.00 @ \$1005.00 Epson Printer	\$7,035.00
WSHUTTLEXPCEC	7.00 @ \$1650.00 SHUTTLE PC COMPUTER ECON VERSION	\$11,550.00

Catalog #	Description	Total Price
M17-7804C	7.00 @ \$333.00 MICROSOFT OFFICE 2007 OEM INCLUDES POWERPOINT	\$2,331.00
TRAINING	7.00 @ \$500.00 TRAINING FEE	\$3,500.00
SHIPPING	7.00 @ \$900.00 SHIPPING	\$6,300.00
TOTAL		\$565,379.85

**LINE ITEM TWELVE: LEICA FSM NON-MOTORIZED  
FIREARMS COMPARISON MICROSCOPES WITH TEACHING  
BRIDGE  
UOM PRICE/EACH: \$67,112.69**

11581113	7.00 @ \$26298.00 FSM stand with comparison bridge	\$184,086.00
11581083	7.00 @ \$109.55 Dust cover for Leica FSC	\$766.85
11600272	7.00 @ \$2699.00 Motorized height-adjust. ergo-workbench, with universal power supply 90V-250V, 50Hz-60Hz and motorized height-adjustable column with integrated toggle switch or optional foot pedal operation, table area = 1200 x 560MM, height adjustment range = 619mm + 300mm, Z-movement, lifting capacity = 2000 N, load capacity = 200kg	\$18,893.00
11501502	7.00 @ \$1996.00 TUBE L VT 25-0/4 VARIABLE TRINOCULAR WITH ADJUSTABLE INCLINATION FROM 0-35 DEGREES, AUTOMATIC COMPENSATION FOR IPD ADJUSTMENTS, IPD RANGE 55-75MM	\$13,972.00
11507807	14.00 @ \$248.00 Eyepiece HC PLAN s 10x/22 Br.	\$3,472.00
11581046	14.00 @ \$1175.00 Obj.PL APO MACRO 0.4x/0.014-0.	\$16,450.00
11581047	14.00 @ \$1127.00 Obj.M PL APO MACRO 1x/0.035-0.	\$15,778.00
11581048	14.00 @ \$1127.00 Obj. M PL APO MACRO 2x/0.07-0.	\$15,778.00
11581049	14.00 @ \$1127.00 Obj. M PL APO MACRO 4x/0.14-0.	\$15,778.00
11505252	7.00 @ \$3007.00 Magnification Changer 1x, 1.5	\$21,049.00
11581114	7.00 @ \$846.00 Fluo tube illumination, pair,	\$5,922.00

Catalog #	Description	Total Price
11581088	14.00 @ \$922.00 PLATFORM, ROTATABLE WITH ARTICULATING ARM	\$12,908.00
11520261	7.00 @ \$537.00 PAIR OF OBJECT STAGES 60MM	\$3,759.00
11520685	7.00 @ \$260.00 PAIR OF MOUNT FOR LOCK CYLINDER	\$1,820.00
11520260	7.00 @ \$248.00 PAIR OF WIRE HOLDERS	\$1,736.00
11581056	14.00 @ \$1235.00 Universal adjustable holder	\$17,290.00
11520220	14.00 @ \$399.00 Attachm. for mounting and fixi	\$5,586.00
11520221	14.00 @ \$54.00 CENTERING DEVICE	\$756.00
11520222	14.00 @ \$63.00 Rubber armored pressure plate	\$882.00
11520276	7.00 @ \$87.00 PAIR OF CEMENTING STAGES 20MM	\$609.00
11520686	7.00 @ \$174.00 PAIR OF PIN MOUNTS FOR SPORT. CARTRIDGES	\$1,218.00
11520687	7.00 @ \$507.00 PAIR OF ATTACHABLE TILTING STAGES, RD. 25	\$3,549.00
11520328	7.00 @ \$490.00 PAIR OF HOLDERS W/BALL + SOCKET	\$3,430.00
11520223	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 0.22	\$763.00
11520224	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 6.35	\$763.00
11520225	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 7.65	\$763.00
11520226	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 7.63 M	\$763.00
11520227	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 9	\$763.00
11520228	7.00 @ \$109.00 PAIR OF PIN MOUNTS FOR CALIBER 0.45	\$763.00
11581085	7.00 @ \$93.00 Pair of pin mounts for caliber 10	\$651.00

Catalog #	Description	Total Price
11581084	7.00 @ \$154.00 Accessorie case - Leica FSC	\$1,078.00
11581111	14.00 @ \$134.00 Brushes for cartidge cases	\$1,876.00
33000084	14.00 @ \$38.00 Line Lens for Spot	\$532.00
33000076	14.00 @ \$223.00 MV LED Spot illuminator 6500K	\$3,122.00
33000074	7.00 @ \$647.00 MV CoolContol Advanced 3-Chann	\$4,529.00
13411-001	7.00 @ \$6.00 Power Cord Set for 110V countr	\$42.00
11541544	7.00 @ \$525.00 C-Mount HC 0.55x	\$3,675.00
12730221	7.00 @ \$5352.00 Leica DFC425 digital microscope camera with software kit, resolution 5Mpixels, 0.5" CCD sensor, progressive scan, pixel size 2.77 µm x 2.77 µm, colour filter RGB (Bayer), colour depth 3x12 bits, exposure time 1msec- 60sec, A/D converter 14 bit, dynamic range >57dB, fast XGA live image with approx 18 frames per sec (depending on the PC performance), gain 1x - 10x, shading correction, recommended c-mount adapter 0.5x, supported operating systems WindowsXP or WindowsVista, single cable Firewire # IEEE1394b 9-pin connection, Leica DFC Twain Software for PC, Leica LAS application suite for PC, 3m bilingual Firewire cable (6pin-9pin)	\$37,464.00
TI1394ABPCI	7.00 @ \$149.00 A B FIREWARE CARD	\$1,043.00
PIDV24M1	7.00 @ \$3490.00 COMBO OF PAX-IT DIGITAL ACQUISITION SOFTWARE AND PAX-IT BASIC MEASUREMENT MODULE (PIM100A), SINGLE USER LICENSE. INCLUDES PAX-IT SOFTWARE (PIDV24) TO SCAN, STORE, MEASURE, DATABASE AND REPORT IMAGES. WORKS WITH TWAIN SCANNERS AND DIGITAL CAMERAS.	\$24,430.00
22FP	7.00 @ \$315.00 22" WIDESCREEN LCD MONITOR	\$2,205.00
E17-R2880	7.00 @ \$1005.00 Epson Printer	\$7,035.00
SUB-TOTAL		\$457,747.85
SPECIAL PACKAGE DISCOUNT		\$-9,154.96

Catalog #	Description	Total Price
WSHUTTLEXPCEC	7.00 @ \$1495.00 SHUTTLE PC COMPUTER ECON VERSION	\$10,465.00
M17-7804C	7.00 @ \$333.00 MICROSOFT OFFICE 2007 OEM INCLUDES POWERPOINT	\$2,331.00
TRAINING	7.00 @ \$500.00 TRAINING FEE	\$3,500.00
SHIPPING	7.00 @ \$700.00 SHIPPING	\$4,900.00
TOTAL		\$469,788.89

**LINE ITEM THIRTEEN: LEICA DM750 BRIGHTFIELD  
MICROSCOPES  
UOM PRICE/EACH: \$3415.24**

13613513	7.00 @ \$1394.00 DM 750 RH Klr Stand, and 5 Ho	\$9,758.00
13613520	7.00 @ \$470.00 45 degree Binocular Tube	\$3,290.00
13613550	7.00 @ \$156.00 Abbe Condenser 0.9Dry/1.25 Oil	\$1,092.00
11505507	7.00 @ \$52.00 Condenser lens f.5x and 2.5x o	\$364.00
11506226	7.00 @ \$93.00 Obj. HI PLAN 4x/0.10	\$651.00
11506228	7.00 @ \$165.00 Obj. HI PLAN 10x/0.25	\$1,155.00
11506276	7.00 @ \$232.00 Obj. HI PLAN 20x/0.40	\$1,624.00
11506236	7.00 @ \$300.00 Obj. HI PLAN 40x/0.65	\$2,100.00
11506238	7.00 @ \$493.00 Obj. HI PLAN 100x/1.25 OIL	\$3,451.00
13613530	14.00 @ \$110.00 10X/20 eyepiece w/eyeguard	\$1,540.00
13613900	7.00 @ \$11.00 U.S. power cord	\$77.00
13614800	7.00 @ \$10.00 IMMERSION OIL	\$70.00
SUB-TOTAL		\$25,172.00
SPECIAL PACKAGE DISCOUNT		\$-1,510.32

Catalog #	Description	Total Price
SHIPPING	7.00 @ \$35.00 SHIPPING	\$245.00
TOTAL		\$23,906.68
<b>LINE ITEM FOURTEEN: LEICA DMD108 DIGITAL MICROSCOPE UOM PRICE/EACH: \$15,395.10</b>		
11888400	7.00 @ \$13141.00 DMD108 Digital Micro Video Terminal with integrated voice recorder, macro unit, embedded camera and processor function, coded ceramic-coated stage-plate with coaxial drive left/right and 6-fold motorized nosepiece. With external power supply 90-250V-50/60Hz and LAN connection cable (RJ45).	\$91,987.00
11888402	7.00 @ \$1269.00 TFT 19"	\$8,883.00
11544001	7.00 @ \$443.00 Monitor-swivel arm	\$3,101.00
11505221	7.00 @ \$419.00 Foot switch for DM3000 and DMD	\$2,933.00
11942154	7.00 @ \$26.00 USB STICK 4 GB	\$182.00
11600220	7.00 @ \$49.00 Keyboard US ;USB Hub	\$343.00
11600226	7.00 @ \$28.00 USB 2-button Mouse,optical	\$196.00
11506226	7.00 @ \$93.00 Obj. HI PLAN 4x/0.10	\$651.00
11506228	7.00 @ \$165.00 Obj. HI PLAN 10x/0.25	\$1,155.00
11506276	7.00 @ \$232.00 Obj. HI PLAN 20x/0.40	\$1,624.00
11506236	7.00 @ \$300.00 Obj. HI PLAN 40x/0.65	\$2,100.00
SUB-TOTAL		\$113,155.00
SPECIAL PACKAGE DISCOUNT		\$-6,789.30
SHIPPING	7.00 @ \$200.00 SHIPPING	\$1,400.00
TOTAL		\$107,765.70
<b>LINE ITEM FIFTEEN: LEICA LMD6500 LASER MICRODISSECTION</b>		

Catalog #	Description	Total Price
<p>SYSTEM WITH SCANNING STAGE UOM PRICE/EACH: \$182,484.00</p>		
<p>PLEASE NOTE: THE 11501450 VIDEO CAMERA IS NO LONGER AVAILABLE AND IT'S REPLACEMENT, 11547002, IS QUOTED HEREIN.</p>		
11888825	<p>Leica LMD6500 Laser Microdissection System Contact and contamination free dissection by gravity Laser movement by optics for highest cutting speed and precision Laser with 50µJ maximal pulse energy and a wavelength of 355 nm Maintenance-free diode pumped solid state laser for a long lifetime Adjustable laser aperture and UV-offset Fully automated upright high-end research microscope Leica DM6000B Hewlett-Packard PC-system with 3 years warranty next business day</p>	\$76,804.00
11888827	<p>Dissection and Collection Unit for LMD based on scanning stage with 2 µm precision Provided dissection modes: Draw &amp; Cut, Move &amp; Cut (direct online cutting), and "Draw &amp; Scan" (dot dissection scan) Including holder for one slide (25 x 76mm) 4x Collectors for 0.2 ml and 0.5 ml standard PCR-tubes (each) Controlling-unit and software for full laser and microscope control with</p> <ul style="list-style-type: none"> <li>- Autofocus</li> <li>- Serial section cutting</li> <li>- Automated collection devies and positioning of the PCR tubes</li> <li>- Fully automated inspection mode</li> <li>- Multi-cutting over the entire slide</li> <li>- Free scaling of live images and drawn shapes</li> <li>- Export of shape list data for MS-Excel or OpenOffice</li> </ul>	\$46,827.00
11888831	Stand top LMD, 5-fold Fluo, IF	\$9,337.00
11504115	Leica EL6000 with attenuator and fast shutter. Lifetime of bulb in average 2000h. For all Leica upright and inverted microscopes and stereomicroscopes.	\$4,616.00

Catalog #	Description	Total Price
11504117	Lightguide coupler 1"	\$451.00
11504116	Liquid Light Guide for EL6000, 2m	\$451.00
11513911	Filter system LMD-BGR	\$3,406.00
11547002	Leica DFC310 FX is a digital CCD colour camera with a 1392 x 1040 pixel interline transfer sensor. Pixel size 6.45 µm x 6.45 µm, colour filter RGB (Bayer), high dynamic range >60dB, 12 bit A/D converter, and trigger capability. Active Peltier cooling allows exposure times between 4 µsec- 10 minutes. Two pixel clock rates (40 MHz and 20 MHz) with max. 20 full frames per second. Various black/white binning modes (2x2, 4x4, 8x8). Fast data transfer and power supply via FireWire # IEEE1394b 9-pin cable. Ideal suited for multicolour fluorescence applications including time lapse recordings and documentation of stained morphological specimen with high colour fidelity. Recommended video adapter 0.7x. Supported operating system: PC Win2000, XP, Leica DFC Twain Software for PC included	\$8,500.00
11541543	C-Mount adapter 0.70x for 2/3"	\$525.00
11505161	Tube adapter for mounting on documentation tubes BDT (11505146) or MBDT (11505145), with port for 1 documentation device	\$473.00
11505180	Smart Move for DM/DMI Series	\$1,035.00
11888830	Condenser DIC for LMD	\$4,230.00
11506215	Obj. HCX PL FL 1.25x/0.04	\$1,763.00
11518146	Obj. UVI 5x/0.12 Microdissecti	\$696.00
11506505	HC PLAN FLUOTAR 10X/0.30 OBJECTIVE; COVER GLASS 0.17; OBJECTIVE PRISM A; CONDENSER PRISM K2/D1 (SUITABLE FOR UV); WORKING DISTANCE=11MM	\$1,034.00
11506242	Obj. HCX PL FL L 20x/0.40 CORR	\$1,968.00
11506208	HCX PL FL L40X/0.60 CORR XT 0-2/C OBJECTIVE	\$3,707.00
11506222	Obj. HCX PL FLUOTAR L 63x/0.70	\$4,809.00
11505216	Patho diffusor plate for 1.25-	\$118.00
11505241	LIVE CELL CUTTING MODULE FOR FAST SCANNING	\$1,738.00
8079309	21" TOUCH SCREEN MONITOR WITH PEN	\$3,090.00
11600261	LCD MONITOR 22"	\$433.00

Catalog #	Description	Total Price
11600220	Keyboard US ;USB Hub	\$49.00
8093579	Vistek A/V platform for LMD 65	\$1,790.00
11505158	GLASS SLIDES 76X26 PEN FILM SEALED ON ALL FOUR SIDES 50/box	\$253.00
11505172	FOIL BOTTOM PETRI DISHES (20 PCS, STERILE)	\$246.00
11505151	STAINLESS STEEL SLIDE CARRIER PET FOIL, 50/box	\$275.00
INSTALLATION	SETUP, INSTALLATION AND INSERVICE TRAINING	\$3,000.00
SHIPPING	SHIPPING	\$800.00
TOTAL		\$182,424.00

MICROSCOPE(S) WARRANTY: 5 Years on Parts, 2 Years on Labor, 1 Year on Electronics & Electrical Components

DMD108 WARRANTY: 1 Year

LMD6500 WARRANTY: 1 Year

CAMERA(S)/VIDEO WARRANTY: 1 Year

FIBEROPTICS WARRANTY: 1 Year

WARRANTY ON COMPUTER -- 1 YEAR

**PRICING IS IN EFFECT FOR THROUGH 07/20/2012**

FIBEROPTICS WARRANTY: 1 Year

DMD108 MICROSCOPE: 1 YEAR

LMD6500 WARRANTY: 1 YEAR

COMPUTER WARRANTY: 1 YEAR

SHIPPED VIA :  
F.O.B. :  
TERMS : Net 30 Days  
SERVICE : Available by Dealer/Manufacturer

Total price includes widefield microscope  
installation, operational instruction,  
and unlimited consultation regarding  
the proper use of this equipment within  
the field of applied microscopy.

NOTE : The prices quoted are subject to local  
and/or state sales tax if applicable.

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W. NUHSBAUM, INC.

**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

March 15, 2011

**CHANGE NOTICE NO.1**  
**TO**  
**CONTRACT NO. 071B0200278**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>W. Nuhsbaum, Inc.</b> <b>760 Ridgeview Drive</b> <b>McHenry, IL 60050</b>  Email: <a href="mailto:tinapeterson@nuhsbaum.com">tinapeterson@nuhsbaum.com</a>	TELEPHONE (800) 368-3368 <b>Tina Peterson</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 <b>Kristen Robel</b>
Contract Compliance Inspector: Insp. Gregoire Michaud <b>Steremicroscopes – Michigan State Police</b>	
CONTRACT PERIOD: <b>3 yrs. + 2 one-year options</b> From: <b>July 21, 2010</b> To: <b>July 20, 2013</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE(S):**

Effective immediately, the buyer for this contract is hereby CHANGED to Kristen Robel.  
 All other terms, conditions, specifications and pricing remain the same.

**AUTHORITY/REASON(S):**

Per DTMB Purchasing Operations

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,062,115.70**

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET August 23, 2010  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE  
 OF  
 CONTRACT NO. 071B0200278  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR  <p style="text-align: center;"><b>W. Nuhsbaum, Inc.</b>  <b>760 Ridgeview Drive</b>  <b>McHenry, IL 60050</b></p> <p style="text-align: right;">Email: <a href="mailto:tinapeterson@nuhsbaum.com">tinapeterson@nuhsbaum.com</a></p>	TELEPHONE (800) 368-3368 <b>Tina Peterson</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517)241-1647 <b>Irene Pena, Buyer Specialist</b>
Contract Compliance Inspector: Insp. Gregoire Michaud <p style="text-align: center;"><b>Steremicroscopes – Michigan State Police</b></p>	
CONTRACT PERIOD: <b>3 yrs. + 2 one-year options</b> From: <b>July 21, 2010</b> To: <b>July 20, 2013</b>	
TERMS  <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT  <p style="text-align: center;"><b>N/A</b></p>
F.O.B.  <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM  <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.**

The terms and conditions of this Contract are those of ITB #07110200109, this Contract Agreement and the vendor's quote dated 5/25/10. 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.

Estimated Contract Value: **\$2,062,115.70**

**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**

**CONTRACT NO. 071B0200278**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>W. Nuhsbaum, Inc.</b> <b>760 Ridgeview Drive</b> <b>McHenry, IL 60050</b>	TELEPHONE (800) 368-3368 <b>Tina Peterson</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517)241-1647 <b>Irene Pena, Buyer Specialist</b>
Contract Compliance Inspector: Insp. Gregoire Michaud <p style="text-align: center;"><b>Steremicroscopes – Michigan State Police</b></p>	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: <b>July 21, 2010</b> To: <b>July 20, 2013</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <p style="color: blue;"><b>THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.</b></p> <p>The terms and conditions of this Contract are those of ITB #07110200109, this Contract Agreement and the vendor's quote dated 5/25/10. 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>Estimated Contract Value:    <b>\$2,062,115.70</b></p>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No07110200109. Orders for delivery will be issued directly by the Department of Michigan State Police through the issuance of a Purchase Order Form. All terms and conditions of the invitation to bid are made a part hereof.

**FOR THE CONTRACTOR:**

**FOR THE STATE:**

**W. Nuhsbaum, Inc.**  
 \_\_\_\_\_  
 Firm Name

\_\_\_\_\_  
 Authorized Agent Signature

\_\_\_\_\_  
 Authorized Agent (Print or Type)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature

**William C. Walsh, Buyer Manager**  
 \_\_\_\_\_  
 Name/Title

**Commodities Division, Purchasing  
 Operations**  
 \_\_\_\_\_  
 Division

\_\_\_\_\_  
 Date



## **Article 1 – Statement of Work (SOW)**

### **1.010 Project Identification**

#### **1.011 Project Request**

This is a Contract for the procurement of stereomicroscopes for the physical forensic examination of controlled substances, firearms (bullet fragments) and trace (hairs and fibers) for the Michigan State Police (MSP).

#### **1.012 Background**

Stereo and comparison microscopes are invaluable pieces of equipment utilized by forensic scientists on a daily basis in the analysis of physical evidence associated with crimes across the State of Michigan. They are used by multiple forensic disciplines, such as Trace Evidence, Firearms & Toolmarks, Biology and Questioned Documents. They are tools that allow forensic scientists to observe and document physical properties of evidence as well as compare known exemplars to unknown exemplars. A large portion of physical evidence collected from crime scene would go unanalyzed without the use of these microscopes.

### **1.020 Scope of Work and Deliverables**

#### **1.021 In Scope**

This contract is for stereomicroscopes that will be shipped to MSP Forensic Laboratories. Specific microscope models will be shipped to various MSP as needed. See Attachment A for ship to addresses. The following are complete descriptions for each item listed on the separate pricing spreadsheet:

#### **Line item #1: Leica M125 stereomicroscopes**

Leica M125 optics carrier, with zoom magnification changer 12,5:1 ratio (8x – 100x) with engagable click stops for intermediate magnifications, APO corrected parallel optical system with 435 lp/mm resolution, built in iris diaphragm, internal wiring for for LED5000, 16 accessory objective available, heavy duty boom stand with crank Z axis and rotatable vertical column  
 DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max.18 frames per sec. (depending on the PC performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac

#### **Line item #2: Leica M80 stereomicroscopes**

Leica M80 optics carrier, M80 optics carrier with zoom magnification changer 8:1 (7x – 60x), 8 click stop positions, optics parfocal, modular system, suitable for achromatic, plan or planapo objectives, Leica LED2000, LED stand with integrated 4 point ringlight and patented adjustable arc lighting for multiple contrast methods in incident light, 25 000 hours LED service life time, Daylight quality 6500°K color temperature light, integrated light manager and adjustable focus torque



**Line item #3: Leica S4E stereomicroscopes**

Leica S4 E Stereozoom 0.63x-3.0x, Leica S4 E Stereozoom 6.3x – 30x, Zoom range 4.8:1, viewing angle 38°, 100 mm working distance (standard), standard field of view of 36.5mm/128mm, ergoobjective available for adjustable height working distance, antistatic design  
Easy LED illumination provides LED illumination module to fit into Stereozoom reflected or transmitted light port. Control unit for on/off and intensity control provided.

**Line item #4: Leica DFC295 Digital Cameras with Paxit**

DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max.18 frames per sec. (depending on the PC performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac

COMBO OF PAX-IT DIGITAL ACQUISITION SOFTWARE AND PAX-IT BASIC MEASUREMENT MODULE (PIM100A), SINGLE USER LICENSE. INCLUDES PAX-IT SOFTWARE (PIDV24) TO SCAN, STORE, MEASURE, DATABASE AND REPORT IMAGES. WORKS WITH TWAIN SCANNERS AND DIGITAL CAMERAS.

**Line item #5: Leica DFC295 Digital Cameras with Paxit and phototubes**

DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max.18 frames per sec. (depending on the PC performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac

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Documentation tube HDV, M-series, beam splitting switchable 0/50/100 % visual to photo port. Modular phototube can be attached to existing Leica MZ & M series stereomicroscopes.

**Line item #6: Leica DFC295 Digital Cameras**

DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max.18 frames per sec. (depending on the PC performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac

**Line item #7: Paxit warranty upgrades**

Paxit warranty upgrades for 4 MSP licenses include new version updates and unlimited technical support for the coming year.

**Line item #8: Firearms fluorescence illuminators with rotating articulating support arms**

Fluo tube illumination, set, including power supply and holder, 110V. FSC/M Platform, rotatable with short articulating arm for universal holder

**Line item #9: Leica DM2500 P Polarized Light Microscopes**

Leica DM2500 P stand for Pol Applications for reflected and transmitted light, 12V/100W illumination, with dovetail for interchangeable stages, 5 position nosepiece with individual centration for each objective, stand includes adjustable height focus knobs for comfort of use, integrated focus stop and torque adjustment, with integrated Microscope Assistant. Power supply 90-250V, 50/60Hz. Color coded objectives, condenser and reflected light module for easy matching of lens to condenser/illuminator.

**Line item #10: Leica DM2500 P Trace Evidence Polarized Light comparison Microscopes**

Leica DM2500 P stand for Pol Applications for reflected and transmitted light, single fiber optic illuminator provides transmitted light to both stands, with dovetail for interchangeable stages, 5 position nosepiece with individual centration for each objective, stand includes adjustable height focus knobs for comfort of use, integrated focus stop and torque adjustment, with integrated Microscope Assistant. Power supply 90-250V, 50/60Hz. Color coded objectives, condenser and reflected light module for easy matching of lens to condenser/illuminator.

Motorized Comparison Bridge with integrated, tiltable observation Tube, 5-35 degree including operating panel with plug-in power supply. The tube produces an upright, side correct images with FOV= 22 mm and incorporates a documentation port with 50%/50% beamsplitting. Switching between all observation modes is motorized including the size and position of the dividing line. It further includes a motorized magnification changer with factors 1x and 1.5x. The bridge allows for a +/- 5% magnification adjustment built-in the right imaging light path.

Leica DFC425 C digital microscope camera with sw kit, resolution 5Mpixels, peltier cooled for reduced noise, 0.5" CCD sensor, progressive scan, pixel size 2.77  $\mu\text{m}$  x 2.77  $\mu\text{m}$ , colour filter RGB (Bayer), colour depth 3x12 bits, exposure time 1msec- 600sec, A/D converter 14 bit, dynamic range >58dB, fast XGA live image with approx 18 frames per sec (depending on the PC performance), gain 1x - 10x, shading correction, recommended c-mount adapter 0.5x, supported operating systems WindowsXP or WindowsVista, single cable Firewire # IEEE1394b 9-pin connection, Leica DFC Twain Software for PC, Leica LAS application suite for PC, 3m bilingual Firewire cable (6pin-9pin)

**Line item #11: Leica FSC Automated Firearms Comparison Microscopes**

Leica FSC comparison microscope basic stand with height-adjustable motorized column (Z-range 255 mm), including motorized comparison bridge with four push button operated comparison modes (full left image, full right image, split left/right image, superimposition of left & right images) with integrated +/- 4 % zoom adaptation, integrated tilting ergo-binocular viewing port (5 - 35 degree, FOV = 22 mm, upright & non-reversed image), micro-photo & video documentation port, motorized magnification changer with factor = 1x and 1,5x, two macro carrier with macro tube lens, filter slots and coded 6-fold objective turret with M 32x0.75 thread, two motorized X-Y stages (160 x 220 mm with glass insert 80 x 80 mm and travel range = 50x50 mm), integrated operating panel for the control of the bridge functions, motorized focusing, motorized X-Y movement of the stages, remote control of two cold light sources. Smart Move remote for controlling XYZ functions of each stage with ability to switch between coarse & fine modes. Multiple Telecentric Plan Apo chromatically corrected objectives with integrated click stop iris diaphragms. Motorized height adjustable work table.



Leica DFC425 digital microscope camera with sw kit, resolution 5Mpixels, 0.5" CCD sensor, progressive scan, pixel size 2.77  $\mu\text{m}$  x 2.77  $\mu\text{m}$ , colour filter RGB (Bayer), colour depth 3x12 bits, exposure time 1msec- 60sec, A/D converter 14 bit, dynamic range >57dB, fast XGA live image with approx 18 frames per sec (depending on the PC performance), gain 1x - 10x, shading correction, recommended c-mount adapter 0.5x, supported operating systems WindowsXP or WindowsVista, single cable Firewire # IEEE1394b 9-pin connection, Leica DFC Twain Software for PC, Leica LAS application suite for PC, 3m bilingual Firewire cable (6pin-9pin)  
 COMBO OF PAX-IT DIGITAL ACQUISITION SOFTWARE AND PAX-IT BASIC MEASUREMENT MODULE (PIM100A), SINGLE USER LICENSE. INCLUDES PAX-IT SOFTWARE (PIDV24) TO SCAN, STORE, MEASURE, DATABASE AND REPORT IMAGES. WORKS WITH TWAIN SCANNERS AND DIGITAL CAMERAS.

**Line item #12: Leica FSM Firearms Comparison Microscopes**

A high quality comparison bridge supports two precisely matched sets of apochromatic corrected objectives on quintuple ball-bearing nosepieces. An ingenious opto- mechanical design provides split image view, full left and right view as well as superimposed imaging of the objects. By rotating the conveniently located split-image knob, the field is continuously adjusted between viewing the left and right object. Full left or full right viewing as well as switching between all imaging modes, is achieved in less than a second. The operator has the possibility to adjust the split line- width and tilt. The optical system also includes a variety of binocular and trinocular observation tubes, including a discussion bridge, for comfortable long term viewing. The familiar excellent workmanship and superior optics provide 22mm field of view with erect, un-reversed images. The image moves in the same direction as the object for quick and easy manipulation of the specimen. Multiple Telecentric Plan Apo chromatically corrected objectives with integrated click stop iris diaphragms. Motorized height adjustable work table.

MV LED Spot Illuminator with Color temperature: 6500 K (daylight)

Leica DFC425 digital microscope camera with sw kit, resolution 5Mpixels, 0.5" CCD sensor, progressive scan, pixel size 2.77  $\mu\text{m}$  x 2.77  $\mu\text{m}$ , colour filter RGB (Bayer), colour depth 3x12 bits, exposure time 1msec- 60sec, A/D converter 14 bit, dynamic range >57dB, fast XGA live image with approx 18 frames per sec (depending on the PC performance), gain 1x - 10x, shading correction, recommended c-mount adapter 0.5x, supported operating systems WindowsXP or WindowsVista, single cable Firewire # IEEE1394b 9-pin connection, Leica DFC Twain Software for PC, Leica LAS application suite for PC, 3m bilingual Firewire cable (6pin-9pin)  
 COMBO OF PAX-IT DIGITAL ACQUISITION SOFTWARE AND PAX-IT BASIC MEASUREMENT MODULE (PIM100A), SINGLE USER LICENSE. INCLUDES PAX-IT SOFTWARE (PIDV24) TO SCAN, STORE, MEASURE, DATABASE AND REPORT IMAGES. WORKS WITH TWAIN SCANNERS AND DIGITAL CAMERAS.

**Line item #13: Leica DM750 Microscopes**

DM 750 Right Hand Stage Stand with Koehler Illumination, Add on Lens for condenser, 5 Position Nosepiece, Universal Power Supply, mechanical stage with non-extending rack and slide holder, LED illumination, built in EZStore handle and cord wrap, unique stand shape protects focus knobs & controls when moved from storage to lab desk. EZLite LED illumination provides >20 years of lifetime with average use and includes delayed auto shutoff if light is left on for 2 hours of non use, AgTreat additive on all microscope touch-points to inhibit the growth of bacteria. This helps to prevent the spread of disease via the microscope surfaces and leads to a healthier laboratory environment.

**Line item #14: Leica DMD108 Digital Microscopes**

DMD108 Digital Micro Video microscope with integrated voice recorder, macro unit, embedded camera and processor function, coded ceramic-coated stage-plate with coaxial drive left/right and 6-fold



motorized nosepiece and manual focus. 10 programmable buttons on stand. With external power supply 90-250V-50/60Hz and LAN connection cable (RJ45). 19" TFT display, foot switch.

**Line item #15: Leica LMD6500 Laser Microdissection System**

LMD6500 microdissection system based on an upright fully automated microscope, motorized 7 position nosepiece, X-Y motorized scanning stage for specimen movement, X-Y motorized stage for specimen collection, separate remote control device for automated microscope functions and X-Y stage, Class 1 laser safety rating for the complete system, computer controlled laser control module, color camera and computer.

The LMD application software must also be capable of laser microdissection of tissue or cells from a membrane coated glass slide or special membrane petri dishes by outlining an area to be microdissected of any size and any shape on a computer monitor with a mouse, using objective magnifications of 5.0x, 6.45x, 10x, 20x, 40x, 63x and having the tissue fall directly into pre-designated positions within a robotic tray holding 4 interchangeable generic 0.2 or 0.5 ml PCR tubes or optional 8 well strips containing chemical reagents for immediate biochemical processing. The application software is capable of limiting the laser exposure during laser microdissection to only the actual cut regions of the tissues.

LMD6500 microscope stand is capable of Koehler illumination with fully automated and motorized 7 place nosepiece, motorized Z-focus drive, motorized X-Y stage, fully motorized fluorescence filter changer and motorized illumination path (motorized field and aperture diaphragm and preset intensity control), motorized specimen collection system, motorized transmitted field and condenser apertures, and lamp intensity control linked to each objective setting and optical techniques such as Brightfield, phase contrast, polarized light, and DIC-Nomarski.

LMD6500 system is capable of having a fast internal filter wheel allowing the rapid changeover between blue, green and red excitation with a software dialog without changing filter cube sets.

LMD6500 system is capable of computer control of a solid state pulse laser which will produce 355 nm pulses with 80 Hz pulse rate. This solid state laser will be steered with an adjustable beam steering system within the microscope imaging beam path so as not having the laser cutting limited by the stepper resolution of a motorized scanning stage.

LMD6500 system is capable of saving user profiles by file name for recalling all laser module parameters (laser power, speed, UV focus offset, and alignment) specific to each objective.

LMD6500 system is able to save and restore during actual use, the last microscope and objective parameters such as the focus position, focus sensitivity, light intensity, and condenser aperture setting as each objective is rotated into place.

LMD6500 system is capable of selecting a "Move + Cut" (or real time) mode where the laser cutting will be activated by simply holding down the left mouse button. In this mode the laser will only continue to fire as long as the left mouse button is depressed.

LMD6500 system is capable of designating multiple cutting areas within a given field and allowing the system to cut designated areas sequentially.



LMD6500 system is capable of creating and saving an overview image of the entire microscope slide area in Brightfield and or Fluorescence. This montage overview image is utilized as a convenient navigation tool to move the motorized stage to any area of the entire microscope slide.

LMD6500 system is capable of an optional module for live cell cutting (LCC) for the isolation, capture and reculturing of adherent cells grown in special petri dishes. This module allows laser microdissection and direct capture of specific cells growing on special petri dishes into an eight well strip array for reculture or capture into one of 4 PCR tube caps for analysis.

LMD6500 system can allow for automatic or user specified UV offset correction as each objective is rotated into the beam path.

LMD6500 system is capable laser microdissection and the simultaneous live observation of the following optical techniques: brightfield, phase contrast, DIC Nomarski, and fluorescence in determining the region of interest for laser microdissection.

LMD6500 system is capable of the laser microdissection of fluorescent samples under real time observation or from a frozen image.

LMD6500 software must be capable of allowing the use of an optional Pen Touch Screen Monitor that allows the real time laser cutting with the Pen Mouse.

Contractor Response:

W. Nuhsbaum, Inc. meets all specifications. Note: due to a policy of continuous improvement and innovation, Leica Microsystems may introduce changes to, or even new generations of, the products quoted herein over the life of the contract. This may result in changes in specification as well as in pricing.

**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:

The contract shall provide shipment of stereomicroscopes as requested by MSP.

Contractor Response to Task:

W. Nuhsbaum, Inc. agrees to the provision 1.022

**1.030 Roles and Responsibilities**

**1.031 Contractor Staff, Roles, and Responsibilities**

Contractor shall discuss their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. Contractors shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The contractor shall verify orders that have quantities that appear to be abnormal or excessive.

It is the preference of the State of Michigan that the Contractor have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. It is the preference of the State of Michigan that the Contractor has experienced sales representatives make timely personal visits to State accounts.



The Contractor's customer service must respond to State agency inquiries promptly. It is the preference of the State of Michigan that the Contractor provides a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this contract shall be ordered by issuance of a purchase order, unless otherwise defined within the Contract, orders will be issued by the Michigan State Police.

All purchase orders are subject to the terms and conditions of this Contract. In the event of a conflict between a purchase order and the contract, the contract shall control.

If mailed, a purchase order is considered "issued" when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

**Contractor Response:**

W. Nuhsbaum, Inc. can receive orders via e-mail, fax, telephone, or mail. W. Nuhsbaum, Inc. requests that the State of Michigan provide a list of authorized buyers for e-mail and telephone orders to Tina Peterson at [tinapeterson@nuhsbaum.com](mailto:tinapeterson@nuhsbaum.com). Signed purchase orders, whether mailed, e-mailed or faxed, will be assumed to be authorized.

Customer Service is available Monday through Friday from 8:30 a.m. until 5:00 p.m. Central Time. Tina Peterson is the designated customer service representative for this account. Madeline McClain is the alternate customer service representative. Fred Erdmann is the project manager and the sales representative for all the lower Michigan locations and Craig Wollschlager is the sales representative for the upper Peninsula locations. Joe Delli is the imaging specialist for the entire state of Michigan, and Dave Olney is the factory trained service representative. All contacts may be reached by phone 1-800-368-3368 or they can be reached via e-mail at the following addresses: [tinapeterson@nuhsbaum.com](mailto:tinapeterson@nuhsbaum.com), [madclain@nuhsbaum.com](mailto:madclain@nuhsbaum.com), [ferdmann@nuhsbaum.com](mailto:ferdmann@nuhsbaum.com), [cwollschlager@nuhsbaum.com](mailto:cwollschlager@nuhsbaum.com), [jdelli@nuhsbaum.com](mailto:jdelli@nuhsbaum.com), [dolney@nuhsbaum.com](mailto:dolney@nuhsbaum.com).

**1.040 Project Plan**

**1.041 Project Plan Management**

The contractor will carry out this project under the direction and control of MSP, Forensic Science Division.

Although there will be continuous liaison with the contractor team, the client agency's project director will meet as required, with the contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems that arise.

The contractor will submit brief written semi-annual summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real and anticipated, which should be brought to the attention of the client agency' project manager; and notification of any significant deviation from previously agreed upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.

Within thirty (30) working days of the award the contract, the contractor will submit to the Michigan State Police project manager for final approval a work plan, which must include the following:

The contractor's project organizational structure. The contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposals. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.



The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

Contractor Response:

W. Nuhsbaum, Inc. agrees to the provisions of 1.041.

**1.042 Reports- Reserved**

**1.050 Acceptance**

**1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

The vendor shall supply all specific models requested that the state requires.

**1.052 Final Acceptance- Reserved**

**1.060 Proposal Pricing**

**1.061 Proposal Pricing**

For authorized Price List, see Bid4Michigan pricing spreadsheet.

Contractors are encouraged to offer quick payment terms (i.e. \_\_\_\_\_% discount off invoice if paid within \_\_\_\_\_ days). This information can be noted on the Contractors price proposal (see Attachment A) and/or a separated attachment. This may be a factor considered in our award decision. W. Nuhsbaum, Inc. offers net 30 days payment terms.

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](http://www.michigan.gov/dmb) for current rates.

**1.062 Price Term**

( X ) Fixed with prospective re-determination at an agreed upon time

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. **The Contractor remains responsible for performing according to the contract terms at the contract price for all orders received before price revisions are approved or before the contract is cancelled.**



**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 Commodity Requirements and Terms**

***Product Quality***

**1.0701 Specifications**

Approved Brands or Manufacturers' lines - Acceptable brands are noted on the "Invitation To Bid" or lists attached. Contractor shall quote only on such brands. **Bids on alternates will not be accepted.**

**1.0702 Alternate Bids- Reserved**

**1.0703 Research and Development**

Contractor shall discuss their ability to invest in new product development and research to stay current with ongoing demands.

Contractor Response:

Leica Microsystems, Inc. (the manufacturer) is committed to continuous product improvement and advances. As a result, products quoted may experience changes in technical specifications over the life of the contract, which may or may not impact pricing.

**1.0704 Quality Assurance Program**

Contractors to provide detail regarding any Quality Assurance Program(s) that are currently in place within their organization.

Contractor Response:

Leica Microsystems, Inc., the manufacturer, is ISO9001 certified at the factory.

**1.0705 Warranty for Products or Services**

Contractors shall discuss all aspects of their warranty. This shall include the warranty associated with the actual product being proposed, as well as the warranty associated with any service work performed under the contract. Contractors shall also discuss how they will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process State agencies should follow to report warranty issues.

Contractor Response:

All warranties are against defects in materials and workmanship, and do not cover preventive maintenance. The warranty coverage on microscopes is five years parts, two years labor and one year on electronic components. Warranty coverage on cameras and computers is one year. Warranty work will be performed on-site, except for camera and computer repair which must be performed in shop. If a problem occurs, the end-user should contact the sales representative, and the sales representative will make arrangements for the warranty repair.



**1.0706 Training**

Contractors shall discuss their training capabilities and the training to be included in the Contract. The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

Contractor Response:

W. Nuhsbaum, Inc. takes exception to training state personnel in state ordering or receiving procedures. We hope that as state employees, they will be well versed in the state’s procedures for purchasing and receiving. We will be glad to discuss our company’s billing and shipping procedures with any Michigan State Police employee.  
W. Nuhsbaum, Inc. will provide training as specified on our quotation 0038445. We will also provide additional joint training with the State and agency jointly at no additional charge.

**1.0707 Special Programs**

The State is interested in any other special programs that vendor’s may have. Please discuss these programs, such as return policies, trade-in programs allowing the return of new product not needed, quantity discounts, etc.

Contractor Response:

W. Nuhsbaum, Inc. will give full credit for equipment returned within 30 days from the date of invoice provided that the equipment is in “as new” condition and still has the original packaging. W. Nuhsbaum, Inc. will give 50% credit for equipment returned in excellent condition from 31 to 90 days after the date of the invoice and 25% credit for equipment returned in excellent condition from 91 days to six months after invoice date. Equipment must be of current manufacture and not obsolete.

**1.0708 Security**

This Contract may require frequent deliveries to State of Michigan facilities. Contractors shall discuss in their proposals all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, Contractors shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, Contractors shall provide the results of all security background checks.

Upon review of the security measures included in a Contractor’s proposal and if that Contractor is awarded the contract, the State will decide whether to issue State ID badges to the Contractor’s delivery personnel or accept the ID badge issued to delivery personnel by the Contractor.

The State may decide to also perform a security background check. If so, Contractors will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities; see section 2.051, Background Checks and Security.



Contractor Response:

Deliveries are made by standard carriers such as UPS, Federal Express and shipping companies. W. Nuhsbaum, Inc. has not conducted background checks on our employees. Fred Erdmann, Madeline McClain and Dave Olney have worked for the company since the 1980's, Tina Peterson has worked for W. Nuhsbaum, Inc. since 1992, Dr. Joe Delli has worked here since 2008 and Craig Wollschlager has been employed by us since 2009. Craig worked for Leica Microsystems (our primary supplier) for several years before he was employed by us. Our employees do not wear badges or uniforms, but they may wear shirts with the Nuhsbaum name embroidered on the chest.

**Delivery Capabilities**

**1.0709 Time Frames**

It is requested that all orders be delivered within 30-45 calendar days after receipt of order. However, vendors shall discuss in detail the various delivery programs available. The State is interested in both a standard delivery program and a quick-ship program. Please discuss the delivery time associated with each program, as well as if there are quantity and other limitations for the quick ship program.

Contractor Response:

W. Nuhsbaum, Inc. accepts this provision as written. We do not offer quick delivery programs, but if there is an urgent need, we will do our best to accommodate it.

**1.0710 Minimum Order**

It is requested that the minimum order is one (1)

Contractor Response:

W. Nuhsbaum, Inc. accepts this provision as written.

**1.0711 Packaging**

The Contractor is requested to provide packaging that most closely meets these packaging sizes. However, Contractors can submit alternates. The state reserves the right of final approval on packaging offered by the Contractor.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of the Michigan Department of Transportation (MDOT) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

Contractor Response:

W. Nuhsbaum, Inc. accepts this provision as written.

**1.0712 Palletizing**

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturer's standard 4-way shipping pallets are acceptable.

Contractor Response:

W. Nuhsbaum, Inc. accepts this provision as written.



**1.0713 Delivery Term**

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders of one (1) or more to the State, or on all orders totaling or in excess of the Contractor's minimum order requirement stated on the Item Listing. Other F.O.B. terms will not be accepted and shall disqualify a Contractor from further consideration. This supersedes "Instructions" contained within the DMB-285, Request for Proposal form.

Freight Charges - Should an agency order below the minimum order requirement of a Contract, or should a vendor quote F.O.B. Shipping Point on one-time purchases, the Contractor should choose the most economically advantageous carrier and must be approved by the using agency.

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages

If the Contractor fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from the Contractor's invoice for the amount that was charged and the amount that would have been charged if the requested carrier had been used.

Contractor Response:

W. Nuhsbaum, Inc. has included shipping charges in our quotation 0038445 which was included with our bid response. We will retain title to the product until it reaches the State's dock.

**1.0714 Contract Performance**

Indicate if the Contractor has had a contract terminated for default in the last three years. Termination for default is defined as notice to stop performance which was delivered to the Contractor due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and determined that the Contractor was in default. If the Contractor has not had a contract terminated for default, the Contractor must affirmatively state this under "Reason" below.

If no terminations exist, the Contractor must affirmatively state this. **W. Nuhsbaum, Inc. has not had any contract terminated for default in the last three years.**

**1.0715 Place of Performance**

Contractors, in the performance of any resulting contract, must state if they intend to use one or more plants or facilities located at a different address from the address indicated in section 4.011. The following information must be provided for these plants or facilities:

<b>Place of Performance Full address</b>	<b>Owner/Operator of facility to be used</b>	<b>Percent (%) of Contract value to be Performed at listed Location</b>
The microscopes and cameras are manufactured in facilities all around the world. They are dropshipped directly to the State.	Leica Microsystems, Inc.	98%
Computers are assembled by W. Nuhsbaum, Inc. staff from components made all over the world.	W. Nuhsbaum, Inc.	1%
PAX-It! Imaging items are made in the United States (Illinois)	Midwest Information Systems	1%



**1.0716 Environmental Requirements**

Energy Efficiency Purchasing Policy – The State shall seek wherever possible to purchase energy efficient products. This may include giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable bids. Where possible, Leica Microsystems, Inc. has begun to move toward the use of LED light from halogen light in certain microscopes and illumination system, resulting in more energy efficiency and lower cost of operation.

Environmental Purchasing Policy – The State of Michigan has committed to encourage the use of products and services that impact the environment less than competing products. This can be best accomplished by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that may be considered in Best Value Purchasing evaluation include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bio-accumulative. Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**I. Recycled Content and Recyclability**

A. Recycled Packaging. Contractors may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Contractors offer packaging which:

- a. is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- b. minimizes or eliminates the use of polystyrene or other difficult to recycle materials
- c. minimizes or eliminates the use packaging and containers and, in the alternative, minimizes or eliminates the use of non-recyclable packaging and containers
- d. provides for a return program where packaging can be returned to a specific location for recycling
- e. contains materials which are easily recyclable in Michigan.

All Contractors are requested to indicate below an estimate of the percentage of recycled materials, if any, contained in each item bid. Higher percentages of recycled materials are preferred. Product performance is paramount, whether containing recycled material or not; however, preference will be given to products that perform up to specification and are environmentally preferable without compromising quality.

\_\_\_\_0\_\_\_\_ % (Total estimated percentage of recovered material)

\_\_\_\_0\_\_\_\_ % (Estimated percentage of post-consumer material)

\_\_\_\_0\_\_\_\_ % (Estimated percentage of post-industrial waste)

**Certification**

I, Fred Erdmann, am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

FE (Initial)



II. Materials Identification and Tracking

A. Hazardous Material Identification. ‘Hazardous material’, as used in this clause, includes 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 the contract).

- (1) The Contractor must list any hazardous material, as defined in §370.20 (a) of 40 CFR, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Table with 2 columns: Material (if none, enter 'None?') and Identification Number. Row 1: None known. Row 2: (empty). Row 3: (empty).

- (2) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (3) The apparently successful Contractor agrees to submit, for each item as required prior to award, a Material Safety Data Sheet for each hazardous material identified in paragraph (1) of this clause. Data shall be submitted in accordance with Section 312 of the federal Emergency Planning and Community Right-to-Know Act, whether or not the apparently successful Contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Contractor being considered non-responsive and ineligible for award.

B. Mercury Content. It is the clear intent of state agencies to avoid purchasing products that contain intentionally-added mercury whenever possible. Contractors shall offer mercury-free product alternatives whenever available. Should mercury-free alternatives not exist, as presently is the case with a few select products and devices such as fluorescent lamps or where the alternative is not yet cost competitive, such as dental amalgam, Contractors shall offer the lowest mercury content available for a given application. Contractors shall disclose whenever products contain added-mercury by using the following format.

( x ) Product contains added-Mercury (attach an explanation that includes: the amount or concentration of mercury and justification as to why this particular product is essential). The fluorescent bulbs for the trace evidence microscope and the fluorescent bulbs for the DMC illuminator contain mercury. Mercury bulbs are the standard for fluorescence microscopy and cast certain spectrums of light.

In addition, the Contractor shall also ensure that all products to be purchased containing intentionally added-mercury shall be labeled as: “product contains mercury/recycle or dispose of properly.” For instances where space constraints limit the amount or size of print, the chemical symbol “Hg” followed by a picture of a trash container with a diagonal line through it shall suffice for labeling requirements.

CONTRACTORS PLEASE NOTE: Michigan Law prohibits the sale of mercury-containing thermostats, thermometers, sphygmomanometers (blood pressure monitors) and other types of medical devices. For specific details visit: [http://www.michigan.gov/deq/0,1607,7-135-3307\\_29693\\_4175-160230--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3307_29693_4175-160230--,00.html)



C. Brominated Flame Retardants (BFR). Contractors shall disclose whether the products being offered contain toxic flame retardants. Contractors are encouraged to provide BFR-free alternatives when available.

( x ) Product does not contain BFR's

( ) Product does contain BFR's (attach an explanation)

D. Ozone Depleting Substances

'Ozone-depleting substance', as used in this clause, 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.

The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

'Warning: Contains (or manufactured with, if applicable) \_\_\_\_\_ (insert the name of the substance(s).), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

A. Clean Air and Water

Vendor certifies that any facility to be used in the performance of this contract has all the necessary environmental permits and is in consistent compliance with all applicable environmental requirements and has no outstanding unresolved violations.

The vendor will immediately notify the state, before award, of the receipt of any communication from the Environmental Protection Agency or any state environmental agency, of civil or criminal enforcement for any facility that the vendor proposes to use in the performance of this contract.

FE (Initial)

B. Emergency Planning and Community Right-to-Know Reporting - By signing this offer, the Contractor certifies that:

(1) The owner or operator of each facility that will be used in the performance of this contract is in compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.). EPCRA filing and reporting requirements include emergency planning notification, release reporting, hazardous chemical inventory reporting, and toxic chemical release inventory (TRI) reporting.

(2) The owner or operator of each facility that will be used in the performance of this contract will maintain compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.) for the life of the contract.

FE (Initial)



**1.0717 Subcontractors**

Indicate below **ALL** work to be subcontracted under this Contract (use additional attachment if necessary; estimates are acceptable):

<b>Description of Work to be sub-contracted</b>	<b>Percent (%) of total contract value to be sub-contracted</b>	<b>Sub-contractor's name and principal place of business (City and State)</b>
Warranty repairs on Leica cameras, the LMD6500 and the DMD108	Probably Zero – warranty work is at no charge within the first year	Leica Microsystems, Inc. Northbrook, IL

**1.0718 Reports and Meetings- Reserved**

**1.0719 Samples/Models- Reserved**

**1.080 Additional Requirements- Reserved**

**1.81 Additional Terms and Conditions specific to this RFP**

By submitting a bid response, the vendor agrees to all terms and conditions contained in this contract.



**Article 2, Terms and Conditions**

**2.000 Contract Structure and Term**

**2.001 Contract Term**

This Contract is for a period of three (3) years beginning July 21, 2010 through July 20, 2013. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the 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. The Contract may be renewed for up to two (2) additional one (1) year periods.

**2.003 Legal Effect**

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the 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 the 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 the 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) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the 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 the 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 the Contract, which may be modified or amended only by a formal Contract amendment.



**2.007 Headings**

Captions and headings used in the 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 the Contract.

**2.008 Form, Function & Utility**

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

**2.010 Consents and Approvals**

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the 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 the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

**2.012 Survival**

Any provisions of the 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 the Contract for any reason. Specific references to survival in the 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 the 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:

Irene Pena, Buyer Specialist  
Purchasing Operations  
Department of Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
Email: Penail@michigan.gov  
Phone: (517) 241-1647

**2.022 Contract Compliance Inspector (CCI)**

After DMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with MSP, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the 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 the Contract as that authority is retained by DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:

Insp. Gregoire Michaud  
Department Michigan State Police  
7320 N. Canal Road  
Lansing, MI 48913  
Email MichaudG@michigan.gov  
Phone 517-322-6156  
Fax 517-3226124

**2.023 Project Manager**

The following individual will oversee the project:

Insp. Gregoire Michaud  
Department Michigan State Police  
7320 N. Canal Road  
Lansing, MI 48913  
Email MichaudG@michigan.gov  
Phone 517-322-6156  
Fax 517-3226124

**2.024 Change Requests**

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the 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 must 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 the Contract.



**2.025 Notices**

Any notice given to a party under the 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:  
State of Michigan  
Purchasing Operations  
Attention: Irene Pena, Buyer Specialist  
PO Box 30026  
530 West Allegan  
Lansing, Michigan 48909

Contractor:  
W. Nuhsbaum, Inc.  
760 Ridgeview Drive  
McHenry, IL 60050  
Attn: Tina Peterson

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 the table. 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 the Contract.

**2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the 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 the Contract.

**2.029 Assignments**

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the 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 the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the 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 the 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 the 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 the Contract that all payments must be made to one entity continues.



(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the 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 Contractor if the State determines that the Contractor 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**

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.
- (c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government 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.

**2.045 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 the 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.



**2.048 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.cpeexpress.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**

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other



job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless

parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

**2.063 Re-assignment of Personnel at the State's Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

**2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the 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 the 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 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, the 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 the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.



**2.068 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 the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

**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 in 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. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

**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 the 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 the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

**2.093 PCI Data Security Requirements- Reserved**

**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 the 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 2.080** 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 2.080** 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 and Inspections**

**2.111 Inspection of Work Performed**

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.



**2.112 Examination of Records**

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

**2.113 Retention of Records**

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

**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 the 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 the 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 neither 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 Contractor for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Contractor; 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 the 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**

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

**2.123 Warranty of Fitness for a Particular Purpose**

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

**2.124 Warranty of Title**

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

**2.125 Equipment Warranty**

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of microscope(s) warranty to be five (5) years on parts, two (2) years on labor, one (1) year on electronics and electrical components, camera(s)/video warranty will one (1) year commencing upon the first day following Final Acceptance.

Within One (1) business day of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

**W. Nuhsbaum, Inc. can adjust, repair or replace the equipment within 7-10 business days.**

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor. 1-800-368-3368.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

All warranty work must be performed on the State of Michigan worksite(s).

**Warranty work on cameras and computers will be performed in shop.**

**2.126 Equipment to be New**

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or



serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

**2.127 Prohibited Products**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the

State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

**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 coverages 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](http://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 INSURED 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 (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) 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-PurchOps, 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 NO. 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the Contract and which are resulting from the 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 the 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 2.160** before it terminates the Contract.

**2.170 Transition Responsibilities**

**2.171 Contractor Transition Responsibilities**

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 30 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145**.

**2.172 Contractor Personnel Transition**

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as



necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

**2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

**2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

**2.175 Transition Payments**

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

**2.176 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**

**2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

**2.182 Cancellation or Expiration of Stop Work Order**

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.



### 2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150**.

### 2.190 Dispute Resolution

#### 2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the 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 the 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 the 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 2.163**.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the 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 2.162** is where a party makes a good faith determination that a breach of the terms of the 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 the 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 the 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 the 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 the 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 the 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 the 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**

The 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 the 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 lack 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.

**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 the 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 PurchOps.
  - (2) Contractor must also notify DMB PurchOps 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 PurchOps 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**

**2.242 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 the 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 the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the 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 the 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**

**2.251 Delivery Responsibilities**

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

- (a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
- (b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.
- (c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage. Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

**2.252 Delivery of Deliverables**

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

**2.253 Testing**

- (a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms to its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.
- (b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.



**2.254 Approval of Deliverables, In General**

- (a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.
- (b) The State’s obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.
- (c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.223**.
- (d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor’s expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.
- (e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State’s general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.
- (f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

**2.255 Process for Approval of Written Deliverables**

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State’s election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the



original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

**2.256 Process for Approval of Services**

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The

State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

**2.257 Process for Approval of Physical Deliverables**

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

**2.258 Final Acceptance**

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

**2.260 Ownership- Reserved**

**2.261 Ownership of Work Product by State- Reserved**

**2.262 Vesting of Rights- Reserved**

**2.263 Rights in Data- Reserved**

**2.264 Ownership of Materials- Reserved**

**2.270 State Standards**

**2.271 Existing Technology Standards**

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.



**2.272 Acceptable Use Policy**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

**2.273 Systems Changes**

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

**2.280 Extended Purchasing**

**2.281 MiDEAL**

Public Act 431 of 1984 permits DMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: [www.michigan.gov/buymichiganfirst](http://www.michigan.gov/buymichiganfirst). Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to and pay the local unit of government on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

Please Visit Mi DEAL at [www.michigan.gov/buymichiganfirst](http://www.michigan.gov/buymichiganfirst) under MiDEAL.

Estimated requirements for authorized local units of government are not included in the quantities shown in this contract.

**State Administrative Fee**

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals one (1) percent of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: *Applicable State BPO Number, report amount(s), and reporting period covered.*

Contractor must forward the check to the following address:

*Department of Management and Budget  
Financial Services – Cashier Unit  
Lewis Cass Building  
320 South Walnut St.  
P.O. Box 30681  
Lansing, MI 48909*

Please make check payable to: State of Michigan



**2.282 State Employee Purchases- Reserved**

**2.290 Environmental Provision**

**2.291 Environmental Provision**

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**Hazardous Materials:**

For the purposes of this Section, “Hazardous Materials” is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) “Hazardous Materials” under the Hazardous Materials Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor’s Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State’s convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.



(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

**Refrigeration and Air Conditioning:**

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

**Environmental Performance:**

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

**2.300 Other Provisions**

**2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured**

**Servitude Made Materials**

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service: 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 performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.



Attachment A

MSP Ship to Locations

Michigan State Police  
Bridgeport Lab.  
6296 Dixie Hwy.  
Bridgeport, MI 48722

Michigan State Police  
Grayling Lab.  
103 James Street  
Grayling, MI 49738

Michigan State Police  
Marquette Lab.  
1924 Industrial Parkway  
Marquette, MI 49855

Michigan State Police  
Sterling Heights Lab.  
42800 Merrill  
Sterling Heights, MI 48314

Michigan State Police  
Grand Rapids Lab.  
720 Fuller Ave., N.E.  
Grand Rapids, MI 49503

Michigan State Police  
Lansing Lab  
7320 N. Canal Road  
Lansing, MI 48913

Michigan State Police  
Northville Lab.  
42145 W. Seven Mile Road  
Northville, MI 48167



**W. NUHSBAUM, INC.**

760 Ridgeview Drive  
McHenry, IL 60050

(800) 368-3368  
(815) 385-5200  
(815) 385-5236 FAX

Quotation: 0038445  
June 22, 2010  
Salesperson: FE

WITH REPRESENTATIVES LOCATED IN  
ILLINOIS, INDIANA, KENTUCKY, MICHIGAN,  
OHIO, PENNSYLVANIA, WEST VIRGINIA AND WISCONSIN

**Q U O T A T I O N**

Especially prepared for:

0529Q02

**Ms. Irene Pena, Buyer**  
**MICHIGAN STATE POLICE**

Please visit our website  
[www.nuhsbaum.com](http://www.nuhsbaum.com)

517-241-1647 FAX  
by Fred Erdmann

PENAI1@MICHIGAN.GOV

Catalog #	Description	Total Price
<p><b>REVISION ONE:</b>  <b>WE ARE PLEASED TO PROVIDE THIS QUOTATION IN</b>  <b>RESPONSE TO YOUR ITB IT-07110200109 WHICH IS DUE</b>  <b>MAY 25, 2010.</b></p>		
<p><b>LINE ITEM ONE: LEICA M125 TRACE EVIDENCE</b>  <b>STEREMICROSCOPE WITH LED5000 RINGLIGHT AND DFC295</b>  <b>DIGITAL CAMERA ACCESSORIES (NV)</b></p>		
<p><b>UOM: PRICE/EACH \$16,097.42</b></p>		
10450034	Leica M125 optics carrier, with zoom magnification changer 12,5:1, APO corrected optics, objective thread M65	\$3,236.00
10450252	Inclined binocular tube 45°	\$658.00
10450023	2.00 @ \$254.00 Eyepiece 10x/23B, adjustable	\$508.00
10450048	Focus drive c/f, inclinable	\$1,751.00
10447099	Horizontal arm, heavy Duty	\$1,025.00
10446437	Base plate, large	\$512.00
10447014	Column 560/57 mm	\$569.00
10450028	Objective Planapo 1.0x, M-series	\$1,841.00
10450266	Power Supply for LED3000/LED50	\$80.00
10450061	LED5000 RL-80/48	\$1,051.00

Contract No. 07B0200278



Quotation: 0038445  
Page 2 of 21

W. NUHSBAUM, INC.  
June 22, 2010

Catalog #	Description	Total Price
10446309	DOCUMENTATION TUBE HD V FEATURING THREE DIFFERENT BEAMSPLITTING OPTIONS; 100% TO EACH EYEPIECE, 50% TO EACH EYEPIECE & 50% TO PHOTOPORT, AND 100% TO PHOTOPORT WITH 100% TO RIGHT EYEPIECE	\$1,839.00
10450288	Dust cover (80 x 50 x 50 cm),	\$57.00
10445661	2.00 @ \$16.00 POWER CABLE, 2M, USA	\$32.00
12730209	DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max.18 frames per sec. (depending on the PC performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac	\$2,936.00
12730188	Firewire Camera Laptop Power Kit	\$128.00
10445929	VIDEO OBJECTIVE 0.5X	\$370.00
SUB-TOTAL		\$16,593.00
SPECIAL PACKAGE DISCOUNT		\$-995.58
TRAINING	INSTALLATION & TRAINING FEE	\$250.00
SHIPPING	SHIPPING	\$250.00
TOTAL		\$16,097.42
<b>LINE ITEM TWO: LEICA M80 STEREO MICROSCOPE WITH LED2000 ILLUMINATION</b>		
<b>UOM PRICE/EACH \$3,947.80</b>		
10450155	18.00 @ \$1700.00 Leica M80 optics carrier	\$30,600.00
10450023	36.00 @ \$254.00 Eyepiece 10x/23B, adjustable	\$9,144.00
10450252	18.00 @ \$658.00 Inclined binocular tube 45°	\$11,844.00
10447347	18.00 @ \$945.00 Leica LED2000, Stand w. IL LED	\$17,010.00
10450160	18.00 @ \$297.00 Objective achromat 0.63x, WD =	\$5,346.00

Contract No. 07B0200278



W. NUHSBAUM, INC.  
June 22, 2010

Quotation: 0038445  
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Catalog #	Description	Total Price
10447039	18.00 @ \$12.00 Dust cover antistatic, small	\$216.00
	SUB-TOTAL	\$74,160.00
	SPECIAL PACKAGE DISCOUNT	\$-4,449.60
SHIPPING	18.00 @ \$75.00 SHIPPING	\$1,350.00
	TOTAL	\$71,060.40

**LINE ITEM THREE: LEICA S4E STEREOMICROSCOPE**  
**UOM PRICE/EACH: \$1772.12**

10446293	9.00 @ \$1027.00 LEICA S4E POD AVAILABLE: >WITH 4.8:1 ZOOM AND 38° VIEWING ANGLE FOR QUALITY INSPECTIONS, ASSEMBLY, OEM AND EDUCATION >6.3X-30X TOTAL MAGNIFICATION, 110mm WORKING DISTANCE >6 ACHROMATIC SUPPLEMENTAL OBJECTIVES >EYEPIECES FOR EYEGGLASS WEARERS >ESD SAFE CONSTRUCTION (ANTI-STATIC)	\$9,243.00
10447136	9.00 @ \$88.00 10X/23 B FIXED EYEPIECE WITH EYEGUARD	\$792.00
10447137	9.00 @ \$100.00 10X/23 B FOCUSABLE EYEPIECE WITH EYEGUARDS	\$900.00
10446339	9.00 @ \$246.00 Focus column for S4/S6/S8	\$2,214.00
10446340	9.00 @ \$101.00 Incident light base, small	\$909.00
10447039	9.00 @ \$12.00 Dust cover antistatic, small	\$108.00
31600100	9.00 @ \$274.00 Easy LED spot illumination sys	\$2,466.00
	SUB-TOTAL	\$16,632.00
	SPECIAL PACKAGE DISCOUNT	\$-997.92
SHIPPING	9.00 @ \$35.00 SHIPPING	\$315.00
	TOTAL	\$15,949.08

**LINE ITEM FOUR: LEICA DFC295 DIGITAL CAMERA WITH**  
**PAX-IT IMAGE ACQUISITION SYSTEM**  
**(SH-2 DMC, LG DMC, GY DMC, MQ FSC)**  
**UOM PRICE/EACH: \$10,194.47**

Contract No. 07B0200278



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Catalog #	Description	Total Price
12730209	5.00 @ \$2936.00 DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max.18 frames per sec. (depending on the PC performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac	\$14,680.00
11541016	4.00 @ \$645.00 C-mount adapter 0,5x, Delta	\$2,580.00
11541544	C-Mount HC 0.55x	\$514.00
PIDV24M1	5.00 @ \$3490.00 COMBO OF PAX-IT DIGITAL ACQUISITION SOFTWARE AND PAX-IT BASIC MEASUREMENT MODULE (PIM100A), SINGLE USER LICENSE. INCLUDES PAX-IT SOFTWARE (PIDV24) TO SCAN, STORE, MEASURE, DATABASE AND REPORT IMAGES. WORKS WITH TWAIN SCANNERS AND DIGITAL CAMERAS.	\$17,450.00
22FP	5.00 @ \$315.00 22" WIDESCREEN LCD MONITOR	\$1,575.00
TI1394PCI	5.00 @ \$100.00 6 PIN FIREWIRE "A" CARD FOR DESKTOP ONLY	\$500.00
525INTJUMPER	5.00 @ \$25.00 JUMPER CABLE FOR DESKTOP COMPUTER	\$125.00
E17-R2880	4.00 @ \$1005.00 Epson Printer	\$4,020.00
	SUB-TOTAL	\$41,444.00
	SPECIAL PACKAGE DISCOUNT	\$-2,486.64
WSHUTTLEXPCEC	5.00 @ \$1495.00 SHUTTLE PC COMPUTER ECON VERSION	\$7,475.00
M17-7804C	5.00 @ \$333.00 MICROSOFT OFFICE 2007 OEM INCLUDES POWERPOINT	\$1,665.00
TRAINING	5.00 @ \$500.00 INSTALLATION & TRAINING	\$2,500.00
SHIPPING	5.00 @ \$75.00 SHIPPING	\$375.00
	TOTAL	\$50,972.36

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Catalog #	Description	Total Price
<b>LINE ITEM FIVE: LEICA DFC295 PLUS PHOTOTUBES (NV)</b>		
<b>UOM PRICE/EACH: \$4,648.56</b>		
12730209	5.00 @ \$2936.00 DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max. 18 frames per sec. (depending on the PC performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac	\$14,680.00
12730188	5.00 @ \$128.00 Firewire Camera Laptop Power Kit	\$640.00
10445929	3.00 @ \$370.00 VIDEO OBJECTIVE 0.5X	\$1,110.00
11541016	2.00 @ \$645.00 C-mount adapter 0.5x, Delta	\$1,290.00
10446309	3.00 @ \$1839.00 DOCUMENTATION TUBE HD V FEATURING THREE DIFFERENT BEAMSPLITTING OPTIONS; 100% TO EACH EYEPIECE, 50% TO EACH EYEPIECE & 50% TO PHOTOPORT, AND 100% TO PHOTOPORT WITH 100% TO RIGHT EYEPIECE	\$5,517.00
	SUB-TOTAL	\$23,237.00
	SPECIAL PACKAGE DISCOUNT	\$-1,394.22
TRAINING	5.00 @ \$250.00 INSTALLATION & TRAINING FEE	\$1,250.00
SHIPPING	5.00 @ \$30.00 SHIPPING	\$150.00
	<b>TOTAL</b>	<b>\$23,242.78</b>
<b>LINE ITEM SIX: LEICA DFC295 (GR)</b>		
<b>UOM PRICE/EACH: \$3883.96</b>		
12730209	2.00 @ \$2936.00 DFC295 digital camera with sw kit, colour digital camera for on-screen microscope image display, resolution 2048x1536 pixels, 3.1 Mpixels, 1/2" CMOS sensor progressive scan, pixel size 3.2 µm x 3.2 µm, colour filter RGB (Bayer), colour depth 30 bits, exposure time 0.1msec- 2 sec, A/D converter 10 bit, dynamic range >55dB, full size live image, max. 18 frames per sec. (depending on the PC	\$5,872.00

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Catalog #	Description	Total Price
	performance), gain 1x - 4x, shading correction, optical C- mount, recommended video adapter 0.5x, supported operating systems WindowsXP or WindowsVista, Firewire 1394b interface, Firewire a-b cable 3m, Leica DFC Twain Software for PC, Leica LAS application suite for PC, Leica Firecam Software for Mac	
12730188	2.00 @ \$128.00 Firewire Camera Laptop Power Kit	\$256.00
11541016	2.00 @ \$645.00 C-mount adapter 0,5x, Delta	\$1,290.00
TI1394PCI	2.00 @ \$100.00 6 PIN FIREWIRE "A" CARD FOR DESKTOP ONLY	\$200.00
525INTJUMPER	2.00 @ \$25.00 JUMPER CABLE FOR DESKTOP COMPUTER	\$50.00
SUB-TOTAL		\$7,668.00
SPECIAL PACKAGE DISCOUNT		\$-460.08
TRAINING	2.00 @ \$250.00 INSTALLATION & TRAINING FEE	\$500.00
SHIPPING	2.00 @ \$30.00 SHIPPING	\$60.00
TOTAL		\$7,767.92
<p><b>LINE ITEM SEVEN: PAX-IT WARRANTY UPGRADES (SH) (NV), SERIAL #0602023-D-Z-M-ZM, 0812026DZMZ, 0812027DZMZ, 0812028DZMZ AND 0903016DZMZ UOM PRICE/EACH: \$1,364.55 (PLEASE NOTE: THESE TWO ARE NOT EQUIVALENT ITEMS)</b></p>		
WCSX	2.00 @ \$495.00 PAX-IT SOFTWARE ONLY WARRANTY	\$990.00
WCSX4MSP	PAX-IT WARRANTY UPGRADE FOR FOUR MICHIGAN STATE POLICE LICENSES. INCLUDES NEW VERSION UPDATES AND UNLIMITED TECHNICAL SUPPORT FOR THE COMING YEAR. WARRANTY COVERS THE PERIOD 01/15/10 THROUGH 01/15/2011. SERIAL NUMBERS ARE 0812026-D-Z-M-Z, 0812027-D-Z-M-Z, 0812028-D-Z-MZ AND 0903016-D-Z-M-Z	\$1,875.00
SUB-TOTAL		\$2,865.00
SPECIAL PACKAGE DISCOUNT		\$-171.90
SHIPPING	SHIPPING	\$36.00
TOTAL		\$2,729.10
<p><b>LINE ITEM EIGHT: FLUORESCENCE LIGHTING FOR EXISTING DMC (SH)</b></p>		

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Catalog #	Description	Total Price
<b>UOM PRICE/EACH \$2570.78</b>		
11581114	Fluo tube illumination, pair,	\$821.00
11581088	2.00 @ \$895.00 PLATFORM, ROTATABLE WITH ARTICULATING ARM	\$1,790.00
SUB-TOTAL		\$2,611.00
SPECIAL PACKAGE DISCOUNT		\$-52.22
SHIPPING	SHIPPING	\$12.00
TOTAL		\$2,570.78
<b>LINE ITEM NINE: LEICA DM2500 P POLARIZED LIGHT MICROSCOPES</b>		
<b>UOM PRICE/EACH: \$13,245.90</b>		
11888506	7.00 @ \$2231.00 Pol Stand Leica DM2500 P for I	\$15,617.00
11888507	7.00 @ \$746.00 Revolving Nosepiece 5-fold, ce	\$5,222.00
11888717	7.00 @ \$279.00 Focusing drive 2-step for DM25	\$1,953.00
11888146	7.00 @ \$137.00 Ground plate w. filter magaz.	\$959.00
11521577	7.00 @ \$80.00 DAYLIGHT FILTER, 40MM	\$560.00
11504080	7.00 @ \$529.00 LAMPHOUSE 107/2 12V 100 WATT 0.55M	\$3,703.00
11500974	14.00 @ \$12.00 BULB 12V 100W (LB3014, W038101092000)	\$168.00
13587040	7.00 @ \$900.00 Analyzer/Bertand Lens Module	\$6,300.00
11551078	7.00 @ \$2531.00 Pol rotating stage with clamp	\$17,717.00
13613661	7.00 @ \$850.00 Object Guide without Point Cou	\$5,950.00
11888135	7.00 @ \$21.00 Focus knobs for DM2000/2500/30	\$147.00
11551506	7.00 @ \$1804.00 Tube HC L1TP 4/5/7, binoc. ph	\$12,628.00
11501183	7.00 @ \$545.00 Condenser achr.-apl. A 0.9 (P)	\$3,815.00
11553388	7.00 @ \$337.00	\$2,359.00

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Catalog #	Description	Total Price
	Whole-wave plate f. compensato	
11555034	7.00 @ \$1005.00 POLARIZER	\$7,035.00
11556060	7.00 @ \$188.00 Obj. HI PLAN 4x/0.10 POL -/, 1	\$1,316.00
11556061	7.00 @ \$263.00 Obj. HI PLAN 10x/0.25 POL	\$1,841.00
11556071	7.00 @ \$296.00 Obj. HI PLAN 20x/0.40 POL	\$2,072.00
11556065	7.00 @ \$531.00 Obj. HI PLAN 40x/0.65 POL	\$3,717.00
11501074	7.00 @ \$52.00 DUST COVER FOR DML/2000/2500/3000 fluo/photo	\$364.00
11557801	7.00 @ \$443.00 HC L PLAN 10X/20 M EYEPIECE WITH CROSSLINE	\$3,101.00
11507802	7.00 @ \$193.00 EYEPIECE HC PLAN 10X/20 FOCUSING	\$1,351.00
	SUB-TOTAL	\$97,895.00
	SPECIAL PACKAGE DISCOUNT	\$-5,873.70
SHIPPING	7.00 @ \$100.00 SHIPPING	\$700.00
	TOTAL	\$92,721.30
<p><b>LINE ITEM TEN: LEICA DM2500P TRACE EVIDENCE COMPARISON MICROSCOPES WITH DFC425C DIGITAL CAMERA ACCESSORIES UOM PRICE/EACH: \$69,903.66</b></p>		
11888506	14.00 @ \$2231.00 Pol Stand Leica DM2500 P for I	\$31,234.00
11888507	14.00 @ \$746.00 Revolving Nosepiece 5-fold, ce	\$10,444.00
11888717	14.00 @ \$279.00 Focusing drive 2-step for DM25	\$3,906.00
11888146	14.00 @ \$137.00 Ground plate w. filter magaz.	\$1,918.00
11521577	14.00 @ \$80.00 DAYLIGHT FILTER, 40MM	\$1,120.00
11551078	14.00 @ \$2531.00 Pol rotating stage with clamp	\$35,434.00
11555079	14.00 @ \$837.00	\$11,718.00

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Catalog #	Description	Total Price
	Analyzer 180?, rotatable	
11505121	14.00 @ \$363.00 Analyzer mount TL L1/25	\$5,082.00
13613661	14.00 @ \$850.00 object guide without point counting	\$11,900.00
11888135	14.00 @ \$21.00 FOCUS KNOBS FOR DM2000/2500/3000	\$294.00
11501183	14.00 @ \$545.00 Condenser achr.-apl. A 0.9 (P) CC	\$7,630.00
11553388	14.00 @ \$337.00 LAMBDA PLATE FOR COMPENSATOR SLOT GYPSUM PLATE, FIRST ORDER RED IN DIN SLIDER 20 X 6MM.	\$4,718.00
11555034	14.00 @ \$1005.00 POLARIZER	\$14,070.00
11556060	14.00 @ \$188.00 Obj. HI PLAN 4x/0.10 POL -, 1	\$2,632.00
11556061	14.00 @ \$263.00 Obj. HI PLAN 10x/0.25 POL	\$3,682.00
11556071	14.00 @ \$296.00 Obj. HI PLAN 20x/0.40 POL	\$4,144.00
11556065	14.00 @ \$531.00 Obj. HI PLAN 40x/0.65 POL	\$7,434.00
11551511	7.00 @ \$1884.00 Tube BDTP 25 100/50/0 with fix	\$13,188.00
11581109	7.00 @ \$15346.00 Comparison Bridge FS CB	\$107,422.00
11555082	14.00 @ \$2231.00 Pol Axis 4 Position	\$31,234.00
11555081	14.00 @ \$793.00 Cube P to Smith, fixed	\$11,102.00
11581071	7.00 @ \$1108.00 Cold light illuminator 110V, K	\$7,756.00
11581065	7.00 @ \$790.00 Fibre-optics lightguide (d=9.0	\$5,530.00
11600218	14.00 @ \$485.00 Light guide coupler, 1,5" , D	\$6,790.00
11555005	14.00 @ \$551.00 Polarizer R/P for incident light, with 3 resting positions 0°/45°/90°	\$7,714.00

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Catalog #	Description	Total Price
11581083	7.00 @ \$42.00 Dust cover for Leica FSC	\$294.00
11507807	14.00 @ \$240.00 Eyepiece HC PLAN s 10x/22 Br.	\$3,360.00
11513875	14.00 @ \$1033.00 Filter system D; size 'k'	\$14,462.00
11513882	14.00 @ \$977.00 Filter system N2.1; size 'k'	\$13,678.00
11513878	14.00 @ \$977.00 Filter system I3; size 'k'	\$13,678.00
11504069	14.00 @ \$1722.00 LAMP HOUSING 106Z 4L FOR HBO 100 WITHOUT IGNITER	\$24,108.00
11500334	14.00 @ \$1823.00 Power supply EBQ 100-04-L	\$25,522.00
LB1005	14.00 @ \$180.00 HBO 100W/2 MERCURY	\$2,520.00
12730222	7.00 @ \$6207.00 Leica DFC425 C Digital Camera	\$43,449.00
11541543	7.00 @ \$514.00 C-Mount adapter 0.70x for 2/3"	\$3,598.00
22FP	7.00 @ \$315.00 22" WIDESCREEN LCD MONITOR	\$2,205.00
TI1394BPCIE	7.00 @ \$149.00 800"B" FIREWIRE CARD, PCI EXPRESS	\$1,043.00
525INTJUMPER	7.00 @ \$25.00 JUMPER CABLE FOR DESKTOP COMPUTER	\$175.00
E17-R2880	7.00 @ \$1005.00 Epson Printer	\$7,035.00
	SUB-TOTAL	\$503,223.00
	SPECIAL PACKAGE DISCOUNT	\$-30,193.38
WSHUTTLEXPCEC	7.00 @ \$1495.00 SHUTTLE PC COMPUTER ECON VERSION	\$10,465.00
M17-7804C	7.00 @ \$333.00 MICROSOFT OFFICE 2007 OEM INCLUDES POWERPOINT	\$2,331.00
TRAINING	7.00 @ \$250.00 TRAINING FEE	\$1,750.00
SHIPPING	7.00 @ \$250.00 SHIPPING	\$1,750.00
	TOTAL	\$489,325.62

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Catalog #	Description	Total Price
<b>LINE ITEM ELEVEN: LEICA FSC COMPARISON MICROSCOPE</b>		
<b>UOM PRICE/EACH: \$76,856.38</b>		
11581105	7.00 @ \$31657.00 Leica FSC stand with compariso	\$221,599.00
11581083	7.00 @ \$42.00 Dust cover for Leica FSC	\$294.00
11581084	7.00 @ \$149.00 Accessorie case - Leica FSC	\$1,043.00
11600272	7.00 @ \$2620.00 Motorized height-adjust. ergo-	\$18,340.00
11581031	14.00 @ \$512.00 ATTACHABLE, TILTABLE OBJECT STAGE FOR INCIDENT LIGHT, FOR THE MECHANICAL AND ROTATING STAGES.	\$7,168.00
11520261	7.00 @ \$521.00 PAIR OF OBJECT STAGES 60MM	\$3,647.00
11581056	14.00 @ \$1199.00 Universal adjustable holder	\$16,786.00
11520220	14.00 @ \$387.00 Attachm. for mounting and fixi	\$5,418.00
11520221	14.00 @ \$52.00 CENTERING DEVICE	\$728.00
11520222	14.00 @ \$61.00 Rubber armored pressure plate	\$854.00
11520687	7.00 @ \$492.00 PAIR OF ATTACHABLE TILTING STAGES, RD. 25	\$3,444.00
11520685	7.00 @ \$252.00 PAIR OF MOUNT FOR LOCK CYLINDER	\$1,764.00
11520260	7.00 @ \$240.00 PAIR OF WIRE HOLDERS	\$1,680.00
11553408	28.00 @ \$17.00 OBJECT CLAMP SG	\$476.00
11581046	14.00 @ \$1140.00 Obj.PL APO MACRO 0.4x/0.014-0.	\$15,960.00
11581047	14.00 @ \$1094.00 Obj.M PL APO MACRO 1x/0.035-0.	\$15,316.00
11581048	14.00 @ \$1094.00 Obj. M PL APO MACRO 2x/0.07-0.	\$15,316.00
11581049	14.00 @ \$1094.00 Obj. M PL APO MACRO 4x/0.14-0.	\$15,316.00

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Catalog #	Description	Total Price
11581091	14.00 @ \$222.00 Anti reflection module lambda/	\$3,108.00
11507807	14.00 @ \$240.00 Eyepiece HC PLAN s 10x/22 Br.	\$3,360.00
11520684	7.00 @ \$85.00 PAIR OF MOUNTS FOR AIR-GUN AMMUNITION	\$595.00
11520277	7.00 @ \$84.00 PAIR OF CYLINDER MOUNTS 5MM	\$588.00
11520278	7.00 @ \$84.00 PAIR OF CYLINDER MOUNTS 6MM	\$588.00
11520279	7.00 @ \$84.00 PAIR OF CYLINDER MOUNTS 8MM	\$588.00
11520280	7.00 @ \$84.00 PAIR OF CYLINDER MOUNTS 10MM	\$588.00
11520276	7.00 @ \$84.00 PAIR OF CEMENTING STAGES 20MM	\$588.00
11520686	7.00 @ \$168.00 PAIR OF PIN MOUNTS FOR SPORT, CARTRIDGES	\$1,176.00
11520223	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 0.22	\$735.00
11520224	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 6.35	\$735.00
11520225	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 7.65	\$735.00
11520226	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 7.63 M	\$735.00
11520227	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 9	\$735.00
11520228	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 0.45	\$735.00
11581111	14.00 @ \$130.00 Brushes for cartidge cases	\$1,820.00
11520328	7.00 @ \$475.00 PAIR OF HOLDERS W/BALL + SOCKET	\$3,325.00
11520229	7.00 @ \$122.00 PAIR OF SLEEVE MOUNTS	\$854.00
11519963	14.00 @ \$239.00 MICROMETER FOR DMC 10MM=100 DIVISIONS	\$3,346.00
11581053	14.00 @ \$2787.00 Coaxial light equipment, RL	\$39,018.00

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Catalog #	Description	Total Price
11581071	14.00 @ \$1108.00 Cold light illuminator 110V, K	\$15,512.00
11581086	7.00 @ \$181.00 Tray for two cold light source	\$1,267.00
11581088	14.00 @ \$895.00 Platform, rotatable w. articul	\$12,530.00
11581089	14.00 @ \$266.00 Cold light illumination bar	\$3,724.00
31155103	14.00 @ \$228.00 Flexible light guide, 8 mm / 1	\$3,192.00
31258306	14.00 @ \$37.00 Insert filter d28 mm, daylight	\$518.00
11581099	7.00 @ \$655.00 Smart Move for Leica FS C	\$4,585.00
11581092	7.00 @ \$140.00 Segment for joint arm	\$980.00
11541544	7.00 @ \$514.00 C-Mount HC 0.55x	\$3,598.00
12730221	7.00 @ \$5146.00 Leica DFC425 Digital Camera &	\$36,022.00
TI1394BPCIE	7.00 @ \$149.00 800"B" FIREWIRE CARD, PCI EXPRESS	\$1,043.00
525INTJUMPER	7.00 @ \$25.00 JUMPER CABLE FOR DESKTOP COMPUTER	\$175.00
PIDV24M1	7.00 @ \$3490.00 COMBO OF PAX-IT DIGITAL ACQUISITION SOFTWARE AND PAX-IT BASIC MEASUREMENT MODULE (PIM100A), SINGLE USER LICENSE. INCLUDES PAX-IT SOFTWARE (PIDV24) TO SCAN, STORE, MEASURE, DATABASE AND REPORT IMAGES. WORKS WITH TWAIN SCANNERS AND DIGITAL CAMERAS.	\$24,430.00
22FP	7.00 @ \$315.00 22" WIDESCREEN LCD MONITOR	\$2,205.00
E17-R2880	7.00 @ \$1005.00 Epson Printer	\$7,035.00
	SUB-TOTAL	\$525,917.00
	SPECIAL PACKAGE DISCOUNT	\$-10,518.34
WSHUTTLEXPCEC	7.00 @ \$1495.00 SHUTTLE PC COMPUTER ECON VERSION	\$10,465.00
M17-7804C	7.00 @ \$333.00 MICROSOFT OFFICE 2007 OEM INCLUDES POWERPOINT	\$2,331.00

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TRAINING	7.00 @ \$500.00 TRAINING FEE	\$3,500.00
SHIPPING	7.00 @ \$900.00 SHIPPING	\$6,300.00
TOTAL		\$537,994.66

**LINE ITEM TWELVE: LEICA FSM NON-MOTORIZED  
FIREARMS COMPARISON MICROSCOPES WITH TEACHING  
BRIDGE  
UOM PRICE/EACH: \$65,262.90**

11581113	7.00 @ \$25532.00 FSM stand with comparison bridge	\$178,724.00
11581083	7.00 @ \$42.00 Dust cover for Leica FSC	\$294.00
11600272	7.00 @ \$2620.00 Motorized height-adjust. ergo-	\$18,340.00
11501502	7.00 @ \$1937.00 TUBE L VT 25-0/4 VARIABLE TRINOCULAR WITH ADJUSTABLE INCLINATION FROM 0-35 DEGREES, AUTOMATIC COMPENSATION FOR IPD ADJUSTMENTS, IPD RANGE 55-75MM	\$13,559.00
11507807	14.00 @ \$240.00 Eyepiece HC PLAN s 10x/22 Br.	\$3,360.00
11581046	14.00 @ \$1140.00 Obj.PL APO MACRO 0.4x/0.014-0.	\$15,960.00
11581047	14.00 @ \$1094.00 Obj.M PL APO MACRO 1x/0.035-0.	\$15,316.00
11581048	14.00 @ \$1094.00 Obj. M PL APO MACRO 2x/0.07-0.	\$15,316.00
11581049	14.00 @ \$1094.00 Obj. M PL APO MACRO 4x/0.14-0.	\$15,316.00
11505252	7.00 @ \$2948.00 Magnification Changer 1x, 1.5	\$20,636.00
11581114	7.00 @ \$821.00 Fluo tube illumination, pair,	\$5,747.00
11581088	14.00 @ \$895.00 PLATFORM, ROTATABLE WITH ARTICULATING ARM	\$12,530.00
11520261	7.00 @ \$521.00 PAIR OF OBJECT STAGES 60MM	\$3,647.00
11520685	7.00 @ \$252.00 PAIR OF MOUNT FOR LOCK CYLINDER	\$1,764.00

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Catalog #	Description	Total Price
11520260	7.00 @ \$240.00 PAIR OF WIRE HOLDERS	\$1,680.00
11581056	14.00 @ \$1199.00 Universal adjustable holder	\$16,786.00
11520220	14.00 @ \$387.00 Attachm. for mounting and fixi	\$5,418.00
11520221	14.00 @ \$52.00 CENTERING DEVICE	\$728.00
11520222	14.00 @ \$61.00 Rubber armored pressure plate	\$854.00
11520276	7.00 @ \$84.00 PAIR OF CEMENTING STAGES 20MM	\$588.00
11520686	7.00 @ \$168.00 PAIR OF PIN MOUNTS FOR SPORT, CARTRIDGES	\$1,176.00
11520687	7.00 @ \$492.00 PAIR OF ATTACHABLE TILTING STAGES, RD. 25	\$3,444.00
11520328	7.00 @ \$475.00 PAIR OF HOLDERS W/BALL + SOCKET	\$3,325.00
11520223	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 0.22	\$735.00
11520224	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 6.35	\$735.00
11520225	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 7.65	\$735.00
11520226	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 7.63 M	\$735.00
11520227	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 9	\$735.00
11520228	7.00 @ \$105.00 PAIR OF PIN MOUNTS FOR CALIBER 0.45	\$735.00
11581085	7.00 @ \$90.00 Pair of pin mounts for caliber 10	\$630.00
11581084	7.00 @ \$149.00 Accessorie case - Leica FSC	\$1,043.00
11581111	14.00 @ \$130.00 Brushes for cartidge cases	\$1,820.00
33000084	14.00 @ \$36.00 Line Lens for Spot	\$504.00
33000076	14.00 @ \$216.00	\$3,024.00

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Catalog #	Description	Total Price
33000074	MV LED Spot illuminator 6500K 7.00 @ \$628.00 MV CoolContol Advanced 3-Chann	\$4,396.00
13411-001	7.00 @ \$5.00 Power Cord Set for 110V countr	\$35.00
11541544	7.00 @ \$514.00 C-Mount HC 0.55x	\$3,598.00
12730221	7.00 @ \$5146.00 Leica DFC425 digital microscope camera with software kit, resolution 5Mpixels, 0.5" CCD sensor, progressive scan, pixel size 2.77 µm x 2.77 µm, colour filter RGB (Bayer), colour depth 3x12 bits, exposure time 1msec- 60sec, A/D converter 14 bit, dynamic range >57dB, fast XGA live image with approx 18 frames per sec (depending on the PC performance), gain 1x - 10x, shading correction, recommended c-mount adapter 0.5x, supported operating systems WindowsXP or WindowsVista, single cable Firewire # IEEE1394b 9-pin connection, Leica DFC Twain Software for PC, Leica LAS application suite for PC, 3m bilingual Firewire cable (6pin-9pin)	\$36,022.00
TI1394PCI	7.00 @ \$100.00 6 PIN FIREWIRE "A" CARD FOR DESKTOP ONLY	\$700.00
525INTJUMPER	7.00 @ \$25.00 JUMPER CABLE FOR DESKTOP COMPUTER	\$175.00
PIDV24M1	7.00 @ \$3490.00 COMBO OF PAX-IT DIGITAL ACQUISITION SOFTWARE AND PAX-IT BASIC MEASUREMENT MODULE (PIM100A), SINGLE USER LICENSE. INCLUDES PAX-IT SOFTWARE (PIDV24) TO SCAN, STORE, MEASURE, DATABASE AND REPORT IMAGES. WORKS WITH TWAIN SCANNERS AND DIGITAL CAMERAS.	\$24,430.00
22FP	7.00 @ \$315.00 22" WIDESCREEN LCD MONITOR	\$2,205.00
E17-R2880	7.00 @ \$1005.00 Epson Printer	\$7,035.00
	SUB-TOTAL	\$444,535.00
	SPECIAL PACKAGE DISCOUNT	\$-8,890.70
WSHUTTLEXPCEC	7.00 @ \$1495.00 SHUTTLE PC COMPUTER ECON VERSION	\$10,465.00
M17-7804C	7.00 @ \$333.00 MICROSOFT OFFICE 2007 OEM INCLUDES POWERPOINT	\$2,331.00
TRAINING	7.00 @ \$500.00 TRAINING FEE	\$3,500.00

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Catalog #	Description	Total Price
SHIPPING	7.00 @ \$700.00 SHIPPING	\$4,900.00
TOTAL		\$456,840.30
<b>LINE ITEM THIRTEEN: LEICA DM750 BRIGHTFIELD MICROSCOPES UOM PRICE/EACH: \$3,330.64</b>		
13613513	7.00 @ \$1380.00 DM 750 RH Klr Stand, and 5 Ho	\$9,660.00
13613520	7.00 @ \$465.00 45 degree Binocular Tube	\$3,255.00
13613550	7.00 @ \$154.00 Abbe Condenser 0.9Dry/1.25 Oil	\$1,078.00
11505507	7.00 @ \$47.00 Condenser lens f.5x and 2.5x o	\$329.00
11506226	7.00 @ \$84.00 Obj. HI PLAN 4x/0.10	\$588.00
11506228	7.00 @ \$160.00 Obj. HI PLAN 10x/0.25	\$1,120.00
11506276	7.00 @ \$212.00 Obj. HI PLAN 20x/0.40	\$1,484.00
11506236	7.00 @ \$291.00 Obj. HI PLAN 40x/0.65	\$2,037.00
11506238	7.00 @ \$478.00 Obj. HI PLAN 100x/1.25 OIL	\$3,346.00
13613530	14.00 @ \$108.00 10X/20 eyepiece w/eyeguard	\$1,512.00
13613900	7.00 @ \$10.00 U.S. power cord	\$70.00
13614800	7.00 @ \$9.00 IMMERSION OIL	\$63.00
SUB-TOTAL		\$24,542.00
SPECIAL PACKAGE DISCOUNT		\$-1,472.52
SHIPPING	7.00 @ \$35.00 SHIPPING	\$245.00
TOTAL		\$23,314.48
<b>LINE ITEM FOURTEEN: LEICA DMD108 DIGITAL MICROSCOPE UOM PRICE/EACH: \$14,839.56</b>		
11888400	7.00 @ \$12758.00	\$89,306.00

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Catalog #	Description	Total Price
	DMD108 Digital Micro Video Terminal with integrated voice recorder, macro unit, embedded camera and processor function, coded ceramic-coated stage-plate with coaxial drive left/right and 6-fold motorized nosepiece. With external power supply 90-250V-50/60Hz and LAN connection cable (RJ45).	
11888402	7.00 @ \$1162.00 TFT 19"	\$8,134.00
11544001	7.00 @ \$430.00 Monitor-swivel arm	\$3,010.00
11505221	7.00 @ \$383.00 Foot switch for DM3000 and DMD	\$2,681.00
11942154	7.00 @ \$24.00 USB STICK 4 GB	\$168.00
11600220	7.00 @ \$45.00 Keyboard US ;USB Hub	\$315.00
11600226	7.00 @ \$25.00 USB 2-button Mouse,optical	\$175.00
11506226	7.00 @ \$84.00 Obj. HI PLAN 4x/0.10	\$588.00
11506228	7.00 @ \$160.00 Obj. HI PLAN 10x/0.25	\$1,120.00
11506276	7.00 @ \$212.00 Obj. HI PLAN 20x/0.40	\$1,484.00
11506236	7.00 @ \$291.00 Obj. HI PLAN 40x/0.65	\$2,037.00
	SUB-TOTAL	\$109,018.00
	SPECIAL PACKAGE DISCOUNT	\$-6,541.08
SHIPPING	7.00 @ \$200.00 SHIPPING	\$1,400.00
	TOTAL	\$103,876.92
<b>LINE ITEM 15: LEICA LMD6500 LASER MICRODISSECTION SYSTEM WITH SCANNING STAGE</b>		
<b>UOM PRICE/EACH: \$186,556.00</b>		
11888825	Leica LMD6500 Laser Microdissection System Contact and contamination free dissection by gravity Laser movement by optics for highest cutting speed and precision Laser with 50µJ maximal pulse energy and a wavelength of 355 nm Maintenance-free diode pumped solid state laser	\$74,567.00

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Catalog #	Description	Total Price
1188827	<p>for a long lifetime Adjustable laser aperture and UV-offset Fully automated upright high-end research microscope Leica DM6000B Hewlett-Packard PC-system with 3 years warranty next business day</p> <p>Dissection and Collection Unit for LMD based on scanning stage with 2 µm precision Provided dissection modes: Draw &amp; Cut, Move &amp; Cut (direct online cutting), and "Draw &amp; Scan" (dot dissection scan) Including holder for one slide (25 x 76mm) 4x Collectors for 0.2 ml and 0.5 ml standard PCR-tubes (each) Controlling-unit and software for full laser and microscope control with</p> <ul style="list-style-type: none"> <li>- Autofocus</li> <li>- Serial section cutting</li> <li>- Automated collection devies and positioning of the PCR tubes</li> <li>- Fully automated inspection mode</li> <li>- Multi-cutting over the entire slide</li> <li>- Free scaling of live images and drawn shapes</li> <li>- Export of shape list data for MS-Excel or OpenOffice</li> </ul>	\$56,829.00
1188831	Stand top LMD, 5-fold Fluo, IF	\$9,065.00
11504115	External light source EL 6000	\$4,481.00
11504117	Lightguide coupler 1"	\$437.00
11504116	Liquid Light Guide for EL6000;	\$437.00
11513911	Filter system LMD-BGR	\$3,119.00
11501450	Video camera 3CCDHitachi HV-D2	\$7,119.00
11541543	C-Mount adapter 0.70x for 2/3"	\$514.00
11505161	Tube adapter for mounting on documentation tubes BDT (11505146) or MBDT (11505145), with port for 1 documentation devicet	\$459.00
11505180	Smart Move for DM/DMI Series	\$1,004.00
11888830	Condenser DIC for LMD	\$3,789.00
11506215	Obj. HCX PL FL 1.25x/0.04	\$1,711.00
11518146	Obj. UVI 5x/0.12 Microdissecti	\$637.00

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Catalog #	Description	Total Price
11506505	HC PLAN FLUOTAR 10X/0.30 OBJECTIVE; COVER GLASS 0.17; OBJECTIVE PRISM A; CONDENSER PRISM K2/D1 (SUITABLE FOR UV); WORKING DISTANCE=11MM	\$1,003.00
11506242	Obj. HCX PL FL L 20x/0.40 CORR	\$1,910.00
11506208	HCX PL FL L40X/0.60 CORR XT 0-2/C OBJECTIVE	\$3,395.00
11506222	Obj. HCX PL FLUOTAR L 63x/0.70	\$4,668.00
11505216	Patho diffusor plate for 1.25-	\$107.00
11505241	LIVE CELL CUTTING MODULE FOR FAST SCANNING	\$1,591.00
8079309	21" TOUCH SCREEN MONITOR WITH PEN	\$3,000.00
11600261	LCD MONITOR 22"	\$400.00
11600220	Keyboard US ;USB Hub	\$45.00
8093579	Vistek A/V platform for LMD 65	\$1,754.00
11505158	GLASS SLIDES 76X26 PEN FILM SEALED ON ALL FOUR SIDES 50/box	\$238.00
11505172	FOIL BOTTOM PETRI DISHES (20 PCS, STERILE)	\$239.00
11505151	STAINLESS STEEL SLIDE CARRIER PET FOIL, 50/box	\$238.00
INSTALLATION	SETUP, INSTALLATION AND INSERVICE TRAINING	\$3,000.00
SHIPPING	SHIPPING	\$800.00

**TOTAL** \$186,556.00

MICROSCOPE(S) WARRANTY: 5 Years on Parts, 2 Years on Labor, 1 Year on Electronics & Electrical Components

DMD108 MICROSCOPE: 1 YEAR

LMD6500 WARRANTY: 1 YEAR

CAMERA(S)/VIDEO WARRANTY: 1 Year

FIBEROPTICS WARRANTY: 1 Year

COMPUTER WARRANTY: 1 YEAR

DELIVERY: Within 30-45 Days ARO  
**PRICING IS IN EFFECT FOR 1 YEAR FROM DATE OF AWARD**

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SHIPPED VIA :  
F.O.B. :  
TERMS : Net 30 Days  
SERVICE : Available by Dealer/Manufacturer

Total price includes installation,  
operational instruction,  
and unlimited consultation regarding  
the proper use of this equipment within  
the field of applied microscopy.

NOTE : The prices quoted are subject to local  
and/or state sales tax if applicable.

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W. NUHSBAUM, INC.

Microscopes / Measuring Instruments / Image Analysis / Photo Equipment /  
Stereo Microscopes / Fiber Lights / Video Equipment