

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

CHANGE NOTICE NO. 2
to
CONTRACT NO. 071B1300216
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Canberra Industries, Inc. 800 Research Parkway Meriden, CT 06450	Shannon Stewart	Shannon.stewart@canberra.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(203) 639-2559	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DEQ	Robert Skowronek	517-241-1253	Skowronekr@michigan.gov
BUYER	DTMB	Chelsea Edgett	517-284-7031	edgettc@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Canberra Equipment Maintenance Agreement for the Department of Natural Resources and Environment (DNRE)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 1, 2011	February 28, 2014	2, one year	February 28, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	February 28, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$38,260.00		\$184,485.00		
Effective March 1, 2015, this Contract is exercising the 2 nd option year and is INCREASED by \$38,260.00. The REVISED Contract expiration date is February 28, 2016. Please note the Contractor's Contact has been changed to Shannon Stewart. The attached agreement and service support quotation dated 11-20-14 (Revised 1-22-15) is hereby incorporated into the Contract. All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement, and DTMB Procurement approval.				



November 20, 2014 (Revision 2: 01/22/2015)

Ms. Jillian Yeates
State of Michigan
Michigan Department of Environmental Quality
815 Terminal Road
Lansing, MI 48906

Dear Ms. Yeates,

Re: Your Current Purchase Order # 071B1300216 Change Notice 1
Basic On-Site Service Agreement #1007
Systems #200965900, 200970499, 200971740

CANBERRA appreciates the privilege of providing you with maintenance and support services. We trust that you found our services to be fully supportive of your needs this past year. Because of your high priority as a contract customer, you have seen and will continue to see service that guarantees maximum available use of your systems.

Your present contract is due to expire on February 28, 2015. We would like to continue providing you with the customized assistance and repair service you have been receiving. CANBERRA is the only manufacturer in its field that maintains a well-qualified, trained and equipped field service organization. We propose the following renewal costs, terms, and conditions:

BASIC ON-SITE SERVICE AGREEMENT:

- 3rd Business Day (72 Hour) On-Site Response Time
- Two (2) Scheduled On-Site Customized Assistance/Performance Verification Visits
- Unlimited Emergency Visits
- Unlimited Replacement Parts
- Toll-Free Technical Support during Standard Business Hours
- Remote Assistance during Standard Business hours
- Standard Business Hours:
 - Monday through Friday 8:30 a.m. through 5:00 p.m. EST
 - Excluding CANBERRA Designated Holidays
 - Telephone: 1-800-255-6370
 - Email: techsupport@canberra.com
- Software and Documentation Update Releases*
- Immediate Notification of Critical Software Problems

*On-Site support for software customization is not included as part of the contract.

Please contact Customer Service for quotes concerning on-site customization services.

Coverage Dates: 03/01/2015 through 02/28/2016



CUSTOMER: State of Michigan
ATTN: Ms. Jillian Yeates

PAGE: 2

SPECIAL OFFER: At this time, Canberra is offering a 10% discount on in-house training to all of our service contract customers, at any of Canberra's training facilities. If you are interested in joining an in-house training class, please contact Nicole Guglietta at (203) 639-2467 or nicole.guglietta@canberra.com.

Please review the enclosed Service Agreement Form and select your choice of payment terms from the paragraph labeled number 1. It is necessary that upon acceptance of this Agreement, you return this form signed by your company's representative along with your confirming Purchase Order. For your convenience, we also accept MasterCard and VISA. This quotation is valid to 02/28/2015. If the contract is not renewed prior to the expiration date, an equipment inspection, billable at our standard time and material rates will be required to reinstate the contract. To ensure that your system is properly covered, please review the enclosed equipment list. If there are any deletions or additions that should be made, please contact me.

It has been a pleasure to be of service to you during the past year. If you should have any questions regarding the contract renewal, please contact me directly at (203) 639-2022 or (800) 255-6370 extension 2022.

Sincerely,
Canberra Industries, Inc.

Sharon Kaika
Sr. Service Contract Support Specialist

c: Joe Cotton
David Taylor
Rob Maddox



CUSTOMER: State of Michigan, DEQ
ADDRESS: 815 Terminal Road
Lansing, MI 48906

CONTACT: Jillian Yeates
PHONE: 517/284-7019

SYSTEMS: 200965900, 200970499, 200971740

TERM: 03/01/2015 to 02/28/2016

AGREEMENT NO: 1007 (New: Renewal: X Modification: Rev. 2)

This agreement is entered into between Canberra Industries, Inc. (herein called CANBERRA) and The State of Michigan (herein called customer), and it covers the items delineated in the system equipment list attached to this agreement. The initial term of this agreement shall be for one year unless terminated by either party at any time giving written notice not less than 30 days prior to the effective date of such termination to the other party.

1. Validity: Valid to 02/28/2015
Payment terms: Net 45, as previously agreed upon under
The State of Michigan Contract No. 071B1300216 for the final opt. yr. 2.

[] a. Monthly, Billing in Advance:	\$ 3,188 /Monthly
[] b. Quarterly, Billing in Advance:	\$ 9,565 /Quarterly
[] c. Annually, Billing in Advance:	\$38,260 /Annually

2. CANBERRA will provide all, labor and travel expenses necessary to keep the equipment in the same good operating condition as it was when the agreement went into effect. Spare or replacement parts are provided on an exchange basis*. CANBERRA will provide two (2) days on-site customized assistance at mutually convenient times on the equipment covered by this agreement. CANBERRA will also provide emergency service within the specified number of days covered by this agreement. All labor will be provided during the normal business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding CANBERRA designated holidays, unless otherwise agreed upon in writing. Response times are based on service requests made during normal business hours or the next working day following a request made outside of normal business hours.

* CANBERRA may exchange a defective unit with a comparable working unit at no charge. As part of this exchange program, the defective unit must be returned to CANBERRA within 30 days or the customer will be invoiced for the list price of the unit.

* Exclusion: Coverage excludes items that require a Commercial Grade Dedication Plan (CGDP).

3. Unless the period of coverage begins immediately upon expiration of a similar maintenance agreement, or at the end of the warranty period, CANBERRA will require an inspection of the equipment by our field service engineer. All labor, materials and travel expenses incurred during this visit will be billed at our standard rates.

4. Service under this agreement is contingent upon the proper use of all equipment and does not cover (1) equipment which has been subjected to unusual physical or electrical stress; (2) damage due to accident, neglect, misuse, electrical storms, air conditioning, humidity control, failure of specified manufacturer, transportation, or causes other than ordinary use; (3) equipment maintained (other than preventive maintenance - i.e., cleaning fan filters, head cleaning, changing ribbons, etc.), modified, repaired, or repair attempted by other than CANBERRA personnel without the prior approval of CANBERRA; or (4) equipment removed from location of initial installation.

5. Service calls that are the result of computer viruses or conflicting non CANBERRA software, installed by the customer, or the result of customer use of the computer while connected to the Internet, will be treated as "billable" service calls, billed at our normal time and material rates. The computer systems sold by CANBERRA as part of our data acquisition systems are guaranteed to be free of software conflicts and viruses upon delivery. The customer assumes full responsibility for any other uses or software added to the system. The customer is responsible for, on a regular basis, backing up their computer files (application and data). Canberra will not be responsible for attempting to recover data from damaged disk drives. On-Site support for software customization is not included as part of the

SERVICE AGREEMENT

TYPE OF CONTRACT: Basic On-Site Service Agreement***

***Consumables such as paper, detector windows, disks, etc. are not covered under any agreement.

BEST EFFORT: CANBERRA appreciates the privilege of providing maintenance and support services. The DSA-2000 MCA used with System # 200965900 is obsolete and replacement parts that may be difficult to obtain. Should this obsolete MCA fail, CANBERRA will put forth our best efforts to obtain repair parts or replace with a refurbished MCA. In the event where we exhaust our obsolete parts inventory, we will notify you as soon as possible.

software contract. Please contact Customer Service for quotes concerning on-site customization services.

6. This agreement does not cover detector damage caused by customer misuse, contamination, warm-up or by neutrons or heavy charged particles. Performance deterioration due to aging or depletion region deterioration is not covered. If service is required, in CANBERRA's opinion, as a result of causes stated above, such repairs will be made at CANBERRA's time and material call rates and terms then in effect. Detector failure may require the return of the detector to CANBERRA for repairs. Gas Flow detector windows are considered consumables and are not covered under any service agreement unless specifically acknowledged as a deliverable in the contract scope. Loaner detectors, if available, can be provided at an additional cost (exact replacements are not available). Please reference the attached "Detector Restoration Policy" document for detailed detector repair information and policies. Detector service contract support covers up through Detector Service Level 3 (Applies to detectors up to 15 years old only). Lead shields and sources are not covered under any service agreement.

7. Equipment relocation, moving or reinstalling, and the installation of new accessories are not covered as part of this agreement. CANBERRA will provide the labor and materials required to perform these services at our current rates.

8. CANBERRA shall have complete and free access to the equipment when providing service called for in this agreement. Security escort or clearances are the responsibility of the customer. Any "site specific or site required training" is the customer's responsibility. Customer is responsible for providing the CANBERRA Field Service Engineer with sufficient access to the system to allow proper inspection, testing, repair, and/or replacement of system components, as required. This includes providing all necessary ladders, mechanized lift equipment, cranes, etc. to safely reach and/or move selected system components.

9. This service does not contain any provision for state or local taxes except as specifically set forth. It is understood and agreed that if any state and/or local jurisdiction requires and/or assesses CANBERRA for any taxes, however designated, levied or based on, relating to, or as a result of the work to be performed in accordance with this agreement, then the customer agrees that such taxes will be in addition to the agreed price for any services and/or material furnished or provided by CANBERRA and will be paid promptly by the customer upon receipt of an invoice from CANBERRA.

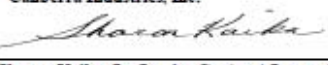
10. This agreement and the previously agreed upon State of Michigan Contract No. 071B1300216 are the entire agreement between the parties, and supersede and cancel all prior oral or written agreements between the parties covering the subject matter of this agreement. No term or provision of this agreement will be modified except in writing and signed by both parties.

11. This agreement shall be governed by the laws of the State of Michigan.

FOR: State of Michigan

BY: _____
TITLE: _____
DATE: _____
PO#: _____

FOR: Canberra Industries, Inc.

BY: 
TITLE: Sharon Kaika, Sr. Service Contract Support Specialist
DATE: January 22, 2015



Service Support Quotation

Customer:	State of Michigan, DEQ	System #:	200965900
Address:	815 Terminal Road	Contract #:	1007
	Lansing, MI 48906	Quote #:	2014-11-1007-REV.2
		Effective:	03/01/2015
Customer #:	1000641	Expires:	02/28/2016
		Term (Months):	12
User:	Mike McCarty	Contract Type:	Basic On-Site Service Agreement
Phone:	517/335-8196		
Email:	mccartym1@michigan.gov	Service Eng:	Rob Maddox
System:	1 of 3	Quote Date:	11/20/2014 (Revision 2: 01/22/2015)
Quoted By:	Sharon Kaika 23/639-222	Quote Validity:	Valid through 02/28/2015

Item #	Description	Qty.	Serial #	Cost
<u>Gamma Spectroscopy System #200965900</u>				
			base system cost	\$5,320
DSA-1000	Digital Spectrum Analyzer	1	one MCA	Included
DSA-1000	Digital Spectrum Analyzer	1	addtn'l MCA	\$1,760
DSA-1000	Digital Spectrum Analyzer	1	addtn'l MCA	\$1,760
DSA-1000	Digital Spectrum Analyzer	1	addtn'l MCA	\$1,760
DSA-2000	Digital Spectrum Analyzer	1	07004116 addtn'l MCA	\$2,600
1786	Liquid Nitrogen Monitor	2		Included
C13806-3	System Controller WIN XP PRO	1		Included
C1362-4	4 Port USB HUB, Powered	1		Included
C13505-3	Belkin USB Cable, 10'	1		Included
C13505-4	HP Deskjet 5650 Printer	1		Included
- The PC is an integral part of this system, as such, support for the PC is included in the base system cost; removing this item will not change the system's support cost				
<u>Detectors</u>				
7229P-1519	Ge Coaxial Detector *	1	980438	\$2,400
7229P-1519	Ge Coaxial Detector *	1	980436	\$2,400
GC4019	7229P-4019 Ge Coaxial Detector *	1	6943327	\$2,400
GC4019	7229P-4019 Ge Coaxial Detector *	1	7973861	\$2,400
GC5019	Germanium Coaxial Detector *	1	06007253	\$2,400
* Return-to-Factory for Repair				
<u>Software</u>				
S500CS	Genie-2000 Basic Spectroscopy Support	1		Included
S501CS	Genie-2000 Gamma Analysis Support	1		Included
Gamma Spectroscopy System #200965900:				\$25,200



Service Support Quotation

Customer:	State of Michigan, DEQ	System #:	200970499
Address:	815 Terminal Road	Contract #:	1007
	Lansing, MI 48906	Quote #:	2014-11-1007-REV.2
		Effective:	03/01/2015
Customer #:	1000641	Expires:	02/28/2016
User:	Mike McCarty	Term (Months):	12
Phone:	517/335-8196	Contract Type:	Basic On-Site Service Agreement
Email:	mccartym1@michigan.gov	Service Eng:	Rob Maddox
System:	2 of 3	Quote Date:	11/20/2014 (Revision 2: 01/22/2015)
Quoted By:	Sharon Kaika 23/639-222	Quote Validity:	Valid through 02/28/2015

<u>Item #</u>	<u>Description</u>	<u>Qty.</u>	<u>Serial #</u>	<u>Cost</u>
	<u>Alpha/Beta Counting System #200970499</u>			
S5XLB	Low Background Series 5 XLB Alpha/Beta Counter	1	41733	\$6,530
PCHDWR	Computer, Monitor, Printer	1		Included
	- The PC is an integral part of this system, as such, support for the PC is included in the base system cost; removing this item will not change the system's support cost			
	<u>Software</u>			
S550CS	Eclipse Software Support	1		Included
Alpha/Beta Counting System #200970499				\$6,530



Service Support Quotation

Customer:	State of Michigan DEQ	System #:	200971740
Address:	815 Terminal Road Lansing, MI 48906	Contract #:	1007
		Quote #:	2014-11-1007-REV.2
		Effective:	03/01/2015
Customer #:	1000641	Expires:	02/28/2016
		Term (Months):	12
User:	Mike McCarty	Contract Type:	Basic On-Site Service Agreement
Phone:	517/335-8196		
Email:	mccartym1@michigan.gov	Service Eng:	Rob Maddox
System:	3 of 3	Quote Date:	11/20/2014 (Revisoin 2: 01/22/2015)
Quoted By:	Sharon Kaika 23/639-222	Quote Validity:	Valid through 02/28/2015

<u>Item #</u>	<u>Description</u>	<u>Qty.</u>	<u>Serial #</u>	<u>Cost</u>
<u>Alpha/Beta Countng System #200971740</u>				
S5XLB	Low Background Series 5 XLB Alpha/Beta Counter	1	69269	\$6,530
PCHDWR	Computer, Monitor, Printer	1		Included
- The PC is an integral part of this system, as such, support for the PC is included in the base system cost; removing this item will not change the system's support cost				
<u>Software</u>				
S550CS	Eclipse Software Support	1		Included
Alpha/Beta Countng System #200971740:				\$6,530

BASIC ON-SITE SERVICE AGREEMENT

- > 3rd Business Day (72 Hour) On-Site Response Time
- > Two (2) Scheduled On-Site Customized Assistance/Performance Verification Visits
- > Unlimited Emergency Visits
- > Unlimited Replacement Parts
- > Toll-Free Technical Support during Standard Business Hours
- > Remote Assistance during Standard Business Hours
- > Standard Business Hours:
 - Monday through Friday 8:30 a.m. through 5:00 p.m. Local Time
 - Excluding CANBERRA Designated Holidays
 - Telephone: 1-800-255-6370
 - Email: techsupport@canberra.com
- > Software and Documentation Update Releases*
- > Immediate Notification of Critical Software Problems
- > Free Upgrade to Most Current Software Version
- > Free Shipping and Media Costs

* On-Site support for software customization is not included as part of the contract.
Please contact Customer Service for quotes concerning on-site customization services.

Please Note: Lead Shields and Sources are not covered under any service agreement

Basic On-Site Service Agreement #1007 ... 3 Systems: \$38,260

Standard Support Contract Options Effective January 1, 2015

BASIC ON-SITE SERVICE AGREEMENT

- > 3rd Business Day (72 Hour) On-Site Response Time **
 - > Two (2) Scheduled On-Site Customized Assistance/Performance Verification Visits
 - > Unlimited Emergency Visits
 - > Unlimited Replacement Parts
 - > Toll-Free Technical Support during Standard Business Hours
 - > Remote Assistance during Standard Business hours
 - > Standard Business Hours:
 - Monday through Friday 8:30 a.m. through 5:00 p.m. Local Time
 - Excluding CANBERRA Designated Holidays
 - Telephone: 1-800-255-6370
 - Email: techsupport@canberra.com
 - > Software and Documentation Update Releases*
 - > Immediate Notification of Critical Software Problems
 - > Free Upgrade to Most Current Software Version
 - > Free Shipping and Media Costs
- * On-Site support for software customization is not included as part of the contract.
Please contact Customer Service for quotes concerning on-site customization services.

ADVANCED ON-SITE SERVICE AGREEMENT

Basic plus 25%

- > 2nd Business Day (48 Hour) On-Site Response Time **
 - > Three (3) Scheduled On-Site Customized Assistance/Performance Verification Visits
 - > Unlimited Emergency Visits
 - > Unlimited Replacement Parts
 - > Toll-Free Technical Support during Standard Business Hours
 - > Remote Assistance during Standard Business hours
 - > Standard Business Hours:
 - Monday through Friday 8:30 a.m. through 5:00 p.m. Local Time
 - Excluding CANBERRA Designated Holidays
 - Telephone: 1-800-255-6370
 - Email: techsupport@canberra.com
 - > Software and Documentation Update Releases*
 - > Immediate Notification of Critical Software Problems
 - > Free Upgrade to Most Current Software Version
 - > Free Shipping and Media Costs
- * On-Site support for software customization is not included as part of the contract.
Please contact Customer Service for quotes concerning on-site customization services.

(\$10,000 per system
minimum contract)

CRITICAL ON-SITE SERVICE AGREEMENT

Consult Factory

> **Next Business Day (24 Hour) On-Site Response Time ****

> **Four (4) Scheduled On-Site Customized Assistance/Performance Verification Visits**

> Unlimited Emergency Visits

(\$25,000 per system
minimum contract)

> Unlimited Replacement Parts

> Toll-Free Technical Support during Standard Business Hours

> Remote Assistance during Standard Business hours

> Standard Business Hours:

- Monday through Friday 8:30 a.m. through 5:00 p.m. Local Time

- Excluding CANBERRA Designated Holidays

- Telephone: 1-800-255-6370

- Email: techsupport@canberra.com

> Software and Documentation Update Releases*

> Immediate Notification of Critical Software Problems

> Free Upgrade to Most Current Software Version

> Free Shipping and Media Costs

* On-Site support for software customization is not included as part of the contract.

Please contact Customer Service for quotes concerning on-site customization services.

** Response time is Monday through Friday, 8:30 a.m. to 5:00 p.m. local time.

Excludes CANBERRA Designated Holidays.

Next Business Day response defined as on-site service prior to 12:00 Noon local time.

SOFTWARE SUPPORT (OFF-SITE) SERVICE AGREEMENT

> CANBERRA Software and Documentation Updates, As Released *

> Toll-Free Technical Support during Standard Business Hours

> Remote Assistance during Standard Business hours

> Standard Business Hours:

- Monday through Friday 8:30 a.m. through 5:00 p.m. Local Time

- Excluding CANBERRA Designated Holidays

- Telephone: 1-800-255-6370

- Email: techsupport@canberra.com

> Software and Documentation Update Releases*

> Immediate Notification of Critical Software Problems

> Free Upgrade to Most Current Software Version

> Free Shipping and Media Costs

* On-Site support for software customization is not included as part of the software contract.

Please contact Customer Service for quotes concerning on-site customization services.

EXTENDED WARRANTY (Return-To-Factory) Support Program

> Return-To-Factory For Repair Services

> Labor Included

> Unlimited Replacement Parts

> Toll-Free Technical Support during Standard Business Hours

> Remote Assistance during Standard Business hours

> Standard Business Hours:

- Monday through Friday 8:30 a.m. through 5:00 p.m. Local Time

- Excluding CANBERRA Designated Holidays

- Telephone: 1-800-255-6370

- Email: techsupport@canberra.com

All contract customers receive a 10% discount off all in-house classes during contract period.

2015 Flat Rate Support Contract Pricing

	Basic On-Site
Standard Gamma Spectroscopy System - PC (LYNX, ICB NIM)	\$6,500
(1) MCA front end - Additional - \$2,400 each	
S500CS, S501CS, S502CS, S503CS, S505CS, S506CS software	
Standard Gamma Spectroscopy System - PC (DSA1K, Inspector-2000)	\$5,320
(1) MCA front end - Additional - \$1,760 each	
S500CS, S501CS, S502CS, S503CS, S504CS, S505CS, S506CS software	
Alpha Spectrometer - PC (7401)	\$6,400
7401 Single Alpha Spec - Additional - \$460 each	
S500CS, S501CS, S502CS, S504CS, S505CS, S506CS software	
Alpha Analyst - PC	\$7,660
Console, Controller, (1) 7200 Dual Alpha Spectrometer	
Additional 7200 Dual Alpha Spectrometers - \$570 each	
S500CS, S505CS, S506CS, S509CS, S570CS,	
S770CS (includes server or desktop, each client additional) software	
TGS - Tomographic Gamma Scanner	\$22,340
One Detector Included	
S500CS, S501CS, S505CS, S506CS, S529CS software	
SGS - Segmented Gamma Scanner - PC (LYNX, DSA1K, ICB NIM)	\$18,870
One Detector Included - Additional detector - \$2,400 each	
S500CS, S501CS, S505CS, S506CS, S529CS software	
Gamma Analyst - PC (LYNX, DSA1K, ICB NIM)	\$18,870
One Detector Included in base price - Additional detector - \$2,400 each	
S500CS, S501CS, S505CS, S506CS, S590CS,	
S705CS (includes server or desktop, each client additional) software	
Q SQUARED - PC (LYNX, DSA1K, ICB)	\$18,870
Three Detectors Included - Additional detector - \$2,400 each	
S500CS, S501CS, S505CS, S529CS software	
WBC, ACCUSCAN & ACCUSCAN-II - PC (LYNX, DSA1K, ICB NIM)	\$16,630
(1) MCA front end - Additional - \$2,400 each	
One Detector Included in base price - Additional detector - \$2,400 each	
Additional charge for each electrically-cooled detector - \$3,260	
S500CS, S501CS, S505CS, S506CS, S534CS, S537CS,	
S734CS, S738CS (includes server or desktop, each client additional) software	
WBC, FASTSCAN - PC (LYNX, DSA1K, ICB NIM)	\$16,830
Two NaI Detectors Included in base price	
Two NaI Stabilized Detectors (NAIS) - Additional - \$1,390 each	
S500CS, S501CS, S505CS, S506CS, S534CS	
S734CS, S738CS (includes server or desktop, each client additional) software	
FALCON	\$11,120
Gamma Spec PC, Portable Germanium System	
S504CS, S501CS, S513 software	
Sirius 2AB, 4AB	\$5,120
Alpha Beta Gas Flow Hand and Foot Contamination Monitor	
Additional Units - \$3,670 each (same location)	
SRSFSK4A Support Included	
CRONOS - 4, 11	\$7,390
Gamma Object/Tool Monitor	
Additional Units - \$5,255 each (same location)	
ARGOS - XXXX	\$7,950
Alpha Beta Gas Flow Whole Body Contamination Monitor	
Additional Units - \$5,780 each (same location)	
Zeus option - \$1,580 additional cost per unit	
Head detector option - \$790 additional cost per unit	
Door option - \$790 additional cost per unit	
Camera option - \$790 additional cost per unit	
GEM-5	\$6,020
Gamma Exit/Entrance Contamination Monitor	
Additional Units - \$4,200 each	

A/B CALIB	Annual Alpha/Beta System Calibration (Per System)	Contract Customer Pricing
	Calibration combined with concurrent on-site PV/repair visit	\$2,100
	Standalone Calibration (per calibration, per system)	\$3,100
	Basic Annual Calibration Services for the Tennelec S5XLB includes the following:	
	<ul style="list-style-type: none"> - Alpha & Beta Plateaus - ROI Discriminator Setting - System Background Count - Single Geometry Alpha Efficiency - Single Geometry Beta Efficiency - Official Calibration Documentation 	
	The customer is required to provide the correct sources for their requested efficiency geometries and nuclide of interest. Sources shall be of sufficient strength to complete counts in a reasonable amount of time (' 10,000 counts in < 5 minutes), where applicable.	
LB4200-1	Alpha/Beta Counter 1 Drawer, 4 Detector OSUM or APEX Alpha/Beta	\$6,080
LB4200-2	Alpha/Beta Counter 2 Drawer, 8 Detector OSUM or APEX Alpha/Beta	\$8,050
LB4200-3	Alpha/Beta Counter 3 Drawer, 12 Detector OSUM or APEX Alpha/Beta	\$10,730
LB4200-4	Alpha/Beta Counter 4 Drawer, 16 Detector OSUM or APEX Alpha/Beta	\$12,900
S5XLB	Alpha/Beta Counter Series 5 XLB Gas Flow Porportional Detector Eclipse or Apex AB	\$6,530
S5XLB - Gamma	Alpha/Beta Counter with Gamma Option Series 5 XLB Gas Flow Porportional and Gamma Detectors Eclipse or Apex AB	\$6,830
LB5500W	Alpha/Beta Counter with 5 inch Detector LB5500 Gas Flow Porportional with 5 inch detector Eclipse or Apex AB	\$9,280
IMATIC2305	Alpha/Beta Counter Automatic iSERIES PIPS Detector Gasless IS-2300 DET 50 Sample	\$6,020
IMATIC2310	Alpha/Beta Counter Automatic iSERIES PIPS Detector Gasless IS-2300 DET 100 Sample	\$6,020
SOLO300U	iSolo Alpha/Beta Counter, 300 μ M-2000 mm ² w/o Guard Det (\$4,000 when added to an existing contract)	\$5,200
SOLO300G	iSolo Alpha/Beta Counter, 300 μ M-2000 mm ² w/Guard Det (\$4,000 when added to an existing contract)	\$5,460
SOLO500G	iSolo Alpha/Beta Counter, 500 μ M-2000 mm ² w/Guard Det (\$4,000 when added to an existing contract)	\$5,460
Modified Basic On-Site		
Alpha Sentry	Additional units - \$3,770 each (same location) One (1) Scheduled On-Site PV Visit Maximum One (1) Emergency Visit (per contract year)	\$5,300
NET-CAM	Networked Continuous Alpha/Beta Air Monitor Additional units - \$4230 each (same location) Annual System Calibration - One (1) Scheduled, On-Site Visit Maximum One (1) Emergency Visit (per contract year)	\$5,750
ECAM	Environmental Continuous Alpha/Beta Air Monitor Additional units - \$4230 each (same location) Annual System Calibration - One (1) Scheduled, On-Site Visit Maximum One (1) Emergency Visit (per contract year)	\$5,750

iCAM	Alpha Beta Air Monitor Additional units - \$3,700 each (same location) Annual System Calibration - One (1) Scheduled, On-Site Visit Maximum One (1) Emergency Visit (per contract year)	\$5,220
Alpha Sentry	Additional units - \$3,700 each (same location) One (1) Scheduled On-Site PV Visit Maximum One (1) Emergency Visit (per contract year)	\$5,220
MiniSentry	Transportable Gamma Portal Monitor Additional units - \$1,900 each (same site) or \$3,700 each (same local area sites) One (1) Scheduled, On-Site PV/Calibration per system (executed during ONE same site visit) - Appropriate calibration/check sources are required, and should be provided by customer Maximum One (1) Emergency Visit (per contract year)	\$5,220
TAM100D	Transportable Tritium Air Monitor Additional units - \$3,700 each (same site) One (1) Scheduled, On-Site PV Visit Per Site Maximum One (1) Emergency Visit (per contract year)	\$5,100

2015 Percentage Support Contract Pricing

Pricing Policy

Support Contract pricing not listed in the published Flat Rate Contract Pricing schedule or the Discontinued Products Support Contract Price Schedule is generally calculated using a percentage scale based on current Product Price Lists. The current percentage factor for each type of contract is outlined below. Discontinued products are evaluated on a case-by-case basis and a best and reasonable estimate will be calculated and may not follow the outlined percentage scale below.

VMS Support Surcharge:

It is necessary for CANBERRA to include a \$2,500, per system, surcharge to support obsolete VMS equipment under a Service Agreement. This is due to the difficulty in obtaining, maintaining inventory and supporting obsolete equipment. We strongly recommend that you upgrade to current technology, as soon as possible.

Pricing Percentages

<u>Agreement Type</u>	<u>% of Domestic Sales List Price</u>
Extended Warranty Return-to-Factory Service Agreement	12%
Basic On-Site Service Agreement	16%
Advanced On-Site Service Agreement	Basic plus 25%
Critical On-Site Service Agreement	Contact Service for quote

Contract Minimums - per system

Extended Warranty Return-to-Factory Service Agreement	\$1,000
Basic On-Site Service Agreement	\$5,100
Advanced On-Site Service Agreement	\$10,000
Critical On-Site Service Agreement	\$25,000

SYSTEM PRICING NOTES:

- Service Contract prices do not include applicable taxes.
- Gas flow and PIPS detectors are considered consumables are not covered under service contracts.
- HPGe Detectors - (Return to factory for repair - Detector and Service Level 1-3 covered under contract)
- HPGe Detectors with *SOCS Characterization (Return to factory for repair - Detector Service Level 1-3 covered under contract)

DETECTOR PRICING:

HPGe Detector (Return-to-Factory Repair - Detector Service Level 1-3 covered under contract)	\$2,400
CryoCycle and CryoPulse Cryostat (Return-to-Factory Repair)	\$3,260
ISOCS/LABSOCS Detector Coverage w/Characterization Support - Detector Service Level 1-3	\$3,470
ISOCS/LABSOCS Detector Characterization Support	\$1,040
ACT II Detectors - (Return-to-Factory Repair -Detector Service Level 1-3 covered under contract)	\$4,860
Nal Detectors (Special Stabilized NAIS 3x5x16) - (Return-to-Factory Repair)	\$3,910
Nal Detectors Fastscan (2259A) - 3x5x16 - (Return-to-Factory Repair)	\$3,060
Nal Detectors (802 & 803) - replacement or return to factory repair	\$520

All contract customers receive a 10% discount off all in-house classes during contract period.

2015 Discontinued Product Support Contract Pricing *

	Basic On-Site	Year
Standard Gamma Spec. System-PC (with obsolete DSA2K)	\$6,900	2007
(1) MCA front end - Additional DSA2K - (\$2,600 each) S500CS, S501CS, S502CS, S503CS, S505CS, S506CS software		
Standard Gamma Spec. System-VMS	\$10,150	2007
(1) MCA front end - Additional - (\$2,600 each) 480198AS, 480201AS, 480206AS, 480258AS, 480539AS software		
Alpha Spectrometer-PC	\$6,700	1998
7404 Quad Alpha Spec - (one 7404 included) (\$950 each) (Best Effort) S500CS, S501CS, S502CS, S504CS, S505CS, S506CS software PIPS Detectors are not covered under any support agreement.		
Alpha Analyst-VMS	\$13,775	2005
Console, Controller, (1) 7200 Dual Alpha Spectrometer Additional 7200 Dual Alpha Spectrometers - (\$660 each) 480198AS, 480201AS, 480206AS, 480258AS, 480268AS, 480292AS, 480686AS, 480717AS, 480720AS, 480721AS software PIPS Detectors are not covered under any support agreement.		
WBC, ACCUSCAN & ACCUSCAN-II-VMS	\$20,000	2005
(1) MCA front end - Additional - (\$2,600 each) One Detector Included in base price - Additional detector - \$2,300 each Additional charge for each electrically-cooled detector - \$3,200 480198AS, 480258AS, 480206AS, 480239AS, 480292AS, 480502AS, 480539AS, 480686AS software		
WBC, FASTSCAN-VMS	\$20,800	2005
Two NaI Detectors Included in base price 480198AS, 480258AS, 480206AS, 480239AS, 480292AS, 480502AS, 480539AS, 480686AS software		
RADSENTRY Portal Monitor ** (Includes 2 RSP Panels) S585CS, Security Portal Software Support Prior Site Survey visit required Additional RSP - add \$2,700 per RSP Note: Gamma / Neutron Systems - He3 Tubes: Due to the very limited availability industry wide, He3 tubes are not supported or included in any service agreement	\$12,700	
NucMed (1) NaI detector S500CS, S502CS, S504CS, S501CS, S505CS, S561CS, S586CS software Annual System Certification - One (1) Scheduled, On-Site Visit Maximum One (1) Emergency Visit	\$6,000	2006
LB41W121/122 Alpha/Beta Counter 1 Drawer, 4 Detectors OSUM or APEX Alpha/Beta	\$7,300	2011
LB41W221/222 Alpha/Beta Counter 2 Drawer, 8 Detector OSUM or APEX Alpha/Beta	\$9,750	2011
LB41W321/322 Alpha/Beta Counter 3 Drawer, 12 Detector OSUM or APEX Alpha/Beta	\$13,800	2011

LB41W421/422	Alpha/Beta Counter 4 Drawer, 16 Detector OSUM or APEX Alpha/Beta	\$16,550	2011
S5HP	Alpha/Beta Counter LB5100 Series 5 HP	\$5,600	2011
S5APC	Alpha/Beta Counter LB5100 Series 5 APC Gas Flow Porportional Detector	\$5,600	2011
S5APC	Alpha/Beta Counter LB5100 Series 5 APC Gas Flow Proportional Detector	\$5,600	2011
S5E	Alpha/Beta Counter LB5100 Series 5 E Gas Flow Porportional Detector	\$5,600	2010
S5E - Gamma	Alpha/Beta Counter with Gamma Option Series 5 E Gas Flow Porportional and Gamma Detector	\$5,600	2010
LB5100 S54	Alpha/Beta Counter LB5100 Series 4 Gas Flow Porportional Detector Eclipse	\$8,360	2010
LB5100 S53	Alpha/Beta Counter LB5100 Series 3 Gas Flow Porportional Detector Eclipse	\$8,760	2009
LB5100 S52	Alpha/Beta Counter LB5100 Series 2 Gas Flow Porportional Detector Eclipse	\$9,790	2008

* Best Effort: CANBERRA appreciates the privilege of providing maintenance and support services. The obsolete products listed above contain parts that may be difficult to obtain; some parts are no longer available. Should any part of an obsolete system fail, CANBERRA will put forth our best efforts to obtain repair parts, or replace with a refurbished part. In the event where we exhaust our obsolete parts inventory, we will notify you as soon as possible.

All contract customers receive a 10% discount off all in-house classes during contract period.

2015 Software Support Contract Pricing

Genie-2000 Software Support		
S500CS	GENIE-2000 BASIC SPECTROSCOPY SUPPORT	\$690
S501CS	GENIE-2000 GAMMA ANALYSIS SUPPORT	\$690
S502CS	GENIE-2000 BASIC SPECTROSCOPY SUPPORT	\$690
S504CS	INSPECTOR BASIC SPECTROSCOPY SUPPORT	\$690
S505CS	GENIE-2000 QUALITY ASSURANCE SUPPORT	\$300
S506CS	INTERACTIVE PEAK FIT SUPPORT	\$140
S507CS	GENIE-2000 MGA-U SOFTWARE SUPPORT	\$640
S508CS	GENIE-2000 MGA SOFTWARE SUPPORT	\$1,020
S509CS	GENIE-2000 ALPHA ANALYSIS SUPPORT	\$690
S511CS	GENIE-2000 RIGHT-TO-COPY SUPPORT	\$690
S520CS	GENIE-2000 NETWORK COPY SUPPORT	\$690
S529CS	NDA-2000 SOFTWARE SUPPORT	\$2,400
S529RTCS	NDS-2000 RIGHT-TO-COPY SUPPORT	\$2,400
S530CS	NDA-2000 NEUTRON ASSAY SUPPORT	\$1,600
S531CS	NDA-2000 GAMMA ANALYSIS SUPPORT	\$1,600
S532CS	NDA-2000 ATTENUATION CORRECTION SPRT	\$320
S535CS	GENIE-2000 U-PU INSPECTOR SUPPORT	\$940
S537CS	GENIE-2000 LUNG COUNTING SUPPORT	\$1,340
S539CS	NDA 2000 ADD A SOURCE OPTION SUPPORT	\$350
S544CS	GENIE-2000 NUCHART SUPPORT	\$250
S550CS	ECLIPSE ALPHA/BETA SUPPORT	\$690
S556CS	APEX ALPHA/BETA SUPPORT	\$800
S560CS	PROGRAMMING LIBRARIES SUPPORT	\$300
S561CS	BATCH PROGRAMMING LIBRARIES SUPPORT	\$110
S572CS	GENIE-2000 IMCA SOFTWARE SUPPORT	\$320
S573CS	GENIE-2000 ISOCS CALIBRATION SUPPORT	\$1,100
S574CS	LABSOCS CALIBRATION SUPPORT	\$1,100
S600CS	PROSPECT SUPPORT	\$310
S700CS	APEX DESKTOP LICENSE ANNUAL SUPPORT	\$1,340
S701CS	APEX-GAMMA SERVER LICENSE ANNUAL SUPPORT	\$1,070
S702CS	APEX-GAMMA CLIENT LICENSE ANNUAL SUPPORT	\$800
S703CS	APEX NUCLEAR POWER OPTION ANNUAL SUPPORT	\$1,340
S705CS	APEX-GAMMA DESKTOP/GENIE 2K SUPPORT (SUPPORTS: S500CS, S501CS, S505CS, S506CS, S700CS)	\$1,450
S734CS	APEX-INVIVO COUNTER WORKSTATION SUPPORT	\$2,490
S735CS	APEX-INVIVO REVIEW CLIENT SUPPORT	\$1,800
S738CS	APEX-INVIVO SERVER SUPPORT	\$3,130
S770CS	APEX-ALPHA DESKTOP LICENSE ANNUAL SUPPORT	\$1,340
S771CS	APEX-ALPHA SERVER LICENSE ANNUAL SUPPORT	\$1,050
S772CS	APEX-ALPHA CLIENT LICENSE ANNUAL SUPPORT	\$1,070
S775CS	APEX-ALPHA DESKTOP/GENIE 2K SUPPORT (SUPPORTS: S500CS, S505CS, S506CS, S509CS, S770CS)	\$1,450
Database Software Support		
OpenEMS Database		
480930	OPENEMS ADDITIONAL NODE SUPPORT-12 MONTH	\$4,330
480930	OPENEMS ADDITIONAL NODE SUPPORT-9 MONTH	\$3,140
OECONT12 CS	OPENEMS SOFTWARE SUPPORT-12 MONTHS	\$19,910
OECONT9 CS	OPENEMS SOFTWARE SUPPORT-9 MONTHS	\$14,995



Semiconductor Detector Restoration and Cryocooler Service Policy

(Effective April 15th, 2014)

CANBERRA offers several levels of service for the purpose of restoration or reconfiguration of Germanium (HPGe) and Silicon(Lithium) Si(Li) detectors to like-new condition for a small fraction of replacement cost. When a detector system is returned for service, a preliminary inspection and diagnosis is performed. The appropriate level of detector service and / or cryocooler service is determined and reported to the customer.

Services are divided into three categories, each charged separately, depending on the configuration of the detector system and service required:

- **Detector Service:** applies to HPGe or Si(Li) detector element(s) and liquid nitrogen (LN₂)-cooled cryostats
- **ISOCS™ Re-characterization:** for previously ISOCS-characterized detectors
- **Electric Cryocooler Service:** for CANBERRA-manufactured electric or hybrid cryocoolers

DETECTOR SERVICE

For a variety of reasons, not all detectors can be repaired successfully. CANBERRA does not guarantee that any attempted repair will be successful. In the event that a detector is determined to be unrepairable, a trade-in allowance will be offered towards the purchase of a new detector. Our liability is limited to forfeiture of the restoration charge.

Detector restoration is done on a fixed fee rather than a time and materials basis.

Pricing of Detector service levels 2 and 3 depend on the age of the detector.

- ≤ 15 year's old detectors: Pricing policy described here-under applies.
- > 15 year's old detectors: Consult factory. Repair conditions will be determined on a case by case basis. If appropriate and more cost effective, alternatives like a reconfiguration or a new detector will be proposed. A trade-in allowance will be offered towards the purchase of a new detector.

Service Level - 1: Inspection and Diagnosis

Detectors returned for service are diagnosed for the fault as reported. The inspection and diagnosis fee will be credited towards the restoration of the detector should Service Level -2, -3 or -4 be performed.

Service Level 1	Comments
	Inspection and Diagnosis Applies only if no further service is performed

Service Level - 2: Cryostat Vacuum Restoration (Applies to CANBERRA detectors up to 15 years old)

This includes:

- Diagnosis and restoration, cryostat cleaning and leak checking, repairing of cryostat leaks, replacement of the seals and the molecular sieves if necessary.
- Repair of the preamplifier and testing and fine-tuning of the preamplifier and electronics.

The detector will be re-tested completely, including several thermal cycles, a long term stability test and a vacuum integrity test before shipment..

Replacement of the end-cap and/or repair of the cooled FET assembly can be carried out under Service Level 2, but note that the base service charge does not include replacement items such as end-cap, Dewar, preamplifier, FET, etc.

Service Level 2	Comments
	1 year return to factory warranty on services performed

Service Level- 3: Comprehensive Detector and Cryostat Restoration (Applies to detectors up to 15 years old only)

Besides the services offered in service-level 2, service level 3 includes repair of the detector element as required.

The detector will be re-tested completely, including several thermal cycles, a long term stability test and a vacuum integrity test before shipment.

The base service charge does not include major replacement items such as Dewar, end-cap, window, preamplifier, FET, etc.

Service Level 3	Comments
	1-year return to factory warranty on services performed, for CANBERRA manufactured detectors less than 15 years old
	90-day return to factory warranty on services performed, for detectors not manufactured by CANBERRA

Service Level - 4: Detector Reconfiguration

Not covered under Service Contract

CANBERRA can reconfigure your existing HPGe detector into a new cryostat of choice including electrically cooled cryostats manufactured by CANBERRA.

The geometry of older CANBERRA detectors and of non-CANBERRA detectors will be upgraded to the latest CANBERRA standard wrap around geometry and the old contacts will be replaced by new ones. This will reduce the efficiency of the detector somewhat. Non-CANBERRA detectors will be equipped with new internal and external electronics and the crystal will be built in new hardware.

Because of the complex nature of this service, all jobs are priced on an individual basis. Contact CANBERRA for a price quotation for the specific services required. All reconfigured detectors carry a full one year return-to-factory warranty once the reconfiguration service has been completed.

Service Level 4	Comments
	1-year return to factory warranty on services performed

Service Level - 5: Array Detector Service

Due to the complexity of array detectors, these services are handled on a case-by-case basis starting with a base service charge, a per detector element charge, plus the cost of incremental work required to restore the array to proper operation. Contact CANBERRA for a detailed restoration estimate.

Service Level 5	Comments
	1-year return to factory warranty on services performed

Detector Replacement Hardware

Pricing for the base service levels does not include major replacement parts such as Dewar's, End-caps, Be windows, Preamplifiers, etc. Replacement hardware will be quoted/billed in addition to the restoration charges listed above.

ISOCS Warranty and Re-Characterization

The ISOCS detector characterization is provided with a 1-year warranty from the date of shipment to customer. If the detector is shipped back to the factory for repair within the 1-year warranty, the characterization will be evaluated for validity by the factory free of charge. If the characterization is determined by the factory to be invalid after repair, then a new characterization will be provided free of charge. This characterization will be covered by warranty for an additional 1 year after delivery of the repaired detector. Otherwise, if a new characterization is not deemed necessary, the original 1-year warranty will be respected for the original characterization, which will not be extended.

The detector characterization includes CANBERRA Models ISOXCAL, ISOXCAL2, and ISOXCALU. Within scope of this warranty, we guarantee that the computed efficiency response from the detector characterization and accompanying software agree with the true detector efficiency to within the accuracy and uncertainty as described in the detector characterization report.

1. Calibration Validation of ISOCS calibrated detectors that are returned to the factory.

If a detector is returned for repair after the 1-year warranty has expired for the ISOCS Detector characterization, the customer may select to purchase a calibration validation (model ISOXCALVAL). This service will evaluate the validity of the original characterization after detector repair, and is highly recommended (especially with Service Levels 3 and 4 which may impact the geometry – and thus the calibration – of the detector).

Such Calibration Validation measurement has to be ordered from CANBERRA Olen when a Return Authorization Number (RAN) is requested.

Prior to contacting the factory please check the detector label indicating if the detector has been ISOCS-characterized.



Purchasing the ISOCS CALVAL will not renew the original warranty of the ISOCS detector characterization. A CALVAL report will be provided to the local service entity concerning the validity of the old ISOCS characterization. A new ISOXSRCE will be shipped from CANBERRA Olen together with the restored detector (unless this is expressly denied).

If the characterization is deemed invalid, the customer can order a re-characterization service. If the customer elects to purchase an ISOCS characterization within 3 months of the CALVAL, the ISOXCALU will be discounted by the price of the ISOXCALVAL and the detector then does not need to be returned to the factory for such re-characterization; as the CALVAL data will be used for this new ISOCS calibration. The newly generated characterization will be provided with a 1-year warranty.

Item	Comments
Calibration Validation (CALVAL)	CALVAL check of previous ISOCS characterization. This fee applies only to non-warranty detectors. (CALVAL fee will be credited if the re-characterization service is performed.) Typical lead time: 4 weeks

2. Detectors returned to the factory for a new ISOCS/LabSOCS calibration.

Before such calibration is made, we advise to have the detector checked and repaired where needed. In most cases, a vacuum reconditioning (service level 2) will be needed and charged. More comprehensive repairs or upgrades may be needed for older detectors. Please consult factory before accepting old or non-CANBERRA detectors for ISOCS/LabSOCS calibration.

ELECTRIC CRYOCOOLER SERVICE

Electric cryocooler service varies by the model of cryocooler. Any detector service, for example Service Level-1, -2 or -3, is charged separately and is not included in the cryocooler warranties. Major replacement parts and ISOCS re-characterization are also charged separately.

Cryo-JT™ Service

The Cryo-JT base service consists of evaluation, cleanout, top-off of the refrigerant, and replacement of the filter/dryer. Major replacement parts and detector restoration are priced separately.

Cryo-JT Service	Comments
	90-day return to factory warranty on services performed

Cryo-Pulse®5 Service (*)

The Cryo-Pulse 5 base service consists of evaluation and cleanout. After evaluation, CANBERRA will provide a written service proposal for restoration services required, inclusive of parts and labor.

Cryo-Pulse 5 Service	Comments
	Return to factory warranty on services performed for the balance of the equipment prorated warranty. If equipment warranty period has expired, then a 90-day return to factory warranty on services performed will be issued

Cryo-Pulse® 5 Plus Service ()**

Cryo-Pulse 5 Plus Service	Comments
	Return to factory warranty on services performed for the balance of the equipment prorated warranty. If equipment warranty period has expired, then a 1 year return to factory warranty on services performed will be issued

Cryo-Cycle™ (*) and Cryo-Cycle II (*) Service**

The base service for the Cryo-Cycle consists of evaluation, cleanout, and filter cleaning. After evaluation, CANBERRA will provide a written service proposal for restoration services required, inclusive of parts and labor.

Cryo-Cycle Service	Comments
	Return to factory warranty on services performed for the balance of the equipment prorated warranty. If equipment warranty period has expired, then a 90-day return to factory warranty on services performed will be issued

(*) The Cryo-Cycle and Cryo-Pulse 5 are sold with a pro-rated, Return-to-Factory 5-year warranty. While equipment is under warranty, the cost on the cooler and controller parts only are charged per the following schedule (parts only):

Year of Service	Factory Coverage	Customer Portion
1	100%	0%
2	80%	20%
3	60%	40%
4	40%	60%
5	20%	80%
5 +	0%	100%

(**) The Cryo-Pulse 5 Plus is sold with 2-year full warranty on the coldhead, controller and detector and a pro-rated, Return-to-Factory warranty on the coldhead during years 3-5. While equipment is under warranty, the cost on the coldhead and controller parts only are charged per the following schedule (parts only):

Year of Service	Factory Coverage	Customer Portion
1	100%	0%
2	100%	0%
Coldhead only		
3	60%	40%
4	40%	60%
5	20%	80%
5 +	0%	100%

(***) The Cryo-Cycle II is sold with 2-year full warranty on the complete system (including detector if purchased together) and a pro-rated, Return-to-Factory warranty on the cooler only during years 3-5. While equipment is under warranty, the cost of a cooler repair or replacement is charged per the following schedule:

Year of Service	Factory Coverage	Customer Portion
1	100%	0%
2	100%	0%
Cooler only		
3	60%	40%
4	40%	60%
5	20%	80%
5 +	0%	100%

SERVICE TERMS AND CONDITIONS

ACCEPTANCE FOR RESTORATION

Detector Products Division reserves the right to refuse to attempt restoration of detectors which, in our opinion, have little chance of recovery or which are not worth restoring for other reasons. Consult our Detector Service Department for help in deciding a course of action.

Upon agreement to attempt restoration, the Detector Service Department will ask the customer to fill out a Return Authorization Request Form, and assign a Return Authorization Number (RAN) to the job. A Return Authorization Request Form is attached. The shipment to CANBERRA and all paperwork must reference the Return Authorization Number. A purchase order must accompany the detector or be sent to CANBERRA in advance of shipment.

SHIPMENT

A. Liability

The customer assumes all responsibility for the safe transport of the detector to and from CANBERRA including the cost thereof.

B. Traffic Services

CANBERRA offers a service to help in returning detectors. Consult our Traffic Department for advice on shipping methods, carriers, etc.

C. Shipping Container

If the customer does not have a suitable shipping container, CANBERRA will provide one for standard detectors. The container will be used to return the repaired unit and becomes the property of the customer. The cost of a standard container is \$200 plus freight cost.

Detectors shipped to CANBERRA for repair in a container deemed not suitable for the return shipment once the repairs have been completed will be replaced by a CANBERRA-supplied shipping container. CANBERRA can dispose of the customer provided shipping container or return it at the customer's expense. There will be a \$100 handling fee plus freight cost for all containers that must be returned separate from the restored detector.

D. Freight Billing

Detectors are to be returned to CANBERRA freight prepaid and will be returned to the customer freight collect, unless otherwise specifically negotiated by the customer.

PERFORMANCE GUARANTEE

There will be no repair charge if the detector does not recover to within 20% of the specifications at the time of return, i.e., Resolution (FWHM) and Efficiency at 1.33 MeV unless agreed otherwise. This will be judged on a composite basis so as to allow a maximum loss of 20% on resolution and no loss on efficiency or 10% on one and 10% on another, etc.

No performance guarantee is given for reconfigurations of non-CANBERRA detectors.

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

CHANGE NOTICE NO. 1
to
CONTRACT NO. 071B1300216
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Canberra Industries, Inc. 800 Research Parkway Meriden, CT 06450	Robin Jakiela	Robin.Jakiela@canberra.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(203) 639-2559	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DNRE	Robert Skowronek	517-241-1253	Skowronekr@michigan.gov
BUYER	DTMB	Chelsea Edgett	517-284-7031	edgettcc@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Canberra Equipment Maintenance Agreement for the Department of Natural Resources and Environment (DNRE)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 1, 2011	February 28, 2014	2, one year	February 28, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	Feb. 28, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$40,710.00		\$146,225.00		
Effective immediately, this contract hereby utilizes a contract option year. The new contract end date is February 28, 2015. Contract is also increased by \$40,710.00. Please note that the buyer has been changed to Chelsea Edgett. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.				

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 4, 2011

NOTICE
TO
CONTRACT NO. 071B1300216
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Canberra Industries Inc. 800 Research Parkway Meriden, CT 06450 Rebecca.Johnson@canberra.com	TELEPHONE (203) 639-2430 Rebecca Johnson
	BUYER/CA (517) 373-0325 Angela Buren
Contract Compliance Inspector: Robert Skowronek (517) 241-1253 Canberra Equipment Maintenance Agreement for the Department of Natural Resources and Environment (DNRE)	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: March 1, 2011 To: February 28, 2014	
TERMS Net 45	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are those of RFP-AB-07111300067, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$105,515.00

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

CONTRACT NO. 071B1300216
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (203) 639-2430
Canberra Industries Inc.		Rebecca Johnson
800 Research Parkway		
Meriden, CT 06450		BUYER/CA (517) 373-0325
Rebecca.Johnson@canberra.com		Angela Buren
Contract Compliance Inspector: Robert Skowronek (517) 241-1253		
Canberra Equipment Maintenance Agreement for the Department of Natural Resources and Environment (DNRE)		
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: March 1, 2011 To: February 28, 2014		
TERMS	SHIPMENT	
Net 45	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS		
N/A		
MISCELLANEOUS INFORMATION:		
<p>The terms and conditions of this Contract are those of RFP-AB-07111300067, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p>		
Estimated Contract Value: \$105,515.00		

FOR THE CONTRACTOR:

Canberra Industries Inc.
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature
Angela Buren, Buyer

Name/Title
Services Division, Purchasing Operations

Division

Date

**Article 1 – Statement of Work (SOW)****1.010 Project Identification****1.011 Project Request**

This Contract is to provide vendor maintenance and/or service of Canberra Industries radiological laboratory instrumentation currently owned by the Department of Natural Resources and Environment (DNRE). The Contract will be for a three year period beginning approximately March 1, 2010.

1.012 Background

The DNRE has radiological laboratory instruments that are integral to: monitoring the environs of Michigan's nuclear power plant sites; providing radioactive sample analysis for radiological emergencies; and supporting efforts of the State's control of the use and possession of radioactive material. Required preventative maintenance and/or service is necessary to ensure the instruments are maintained fully operational.

1.020 Scope of Work and Deliverables**1.021 In Scope**

The DNRE radiological instrument components and software are identified below. The maintenance/ service support must include two on-site preventative maintenance visits per year, unlimited emergency response on-site visits within three business days (Monday – Friday) of notification of need of service, unlimited replacement parts, and upgrades to the most current software versions.

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:

Contractor must maintain and repair the Canberra radiological analysis equipment and software identified below. All service calls including replacement Canberra (or exact specification) parts, technician's repair time, travel time, mileage, meals, and lodging (excluding consumables: liquid nitrogen, P-10 gas, and alpha/beta detector windows) must be included in the proposal price. In addition the below services must be a part of the maintenance agreement:

1. Semi annual (every six months) on-site preventative maintenance (PM) visits, by a service engineer, customized to the laboratory equipment and its usual procedures are to be performed to ensure continued function of the equipment and software. All hardware is to be cleaned, adjusted, and lubricated according to the manufacturer's specifications. Electronic systems and individual components are to be inspected, adjusted, and replaced (as needed) to correct current malfunctions and to prevent eminent malfunctions. Firmware and software updates are to be installed in conjunction with regular PM visits.
2. Unlimited service calls are to be covered in addition to the PM visits to perform repairs. All expenses for service calls are to be covered to the same level as specified in the PM visits above.
3. Turn around time for service calls is to be 3 business days, Monday through Friday.
4. Unlimited replacement parts are to be included in the maintenance agreement. These parts are to be provided by the service engineer or shipped directly to the laboratory to arrive on a timely basis and in conjunction with PM visits and repair calls if the presence of the service engineer is required.
5. Refurbishment/rebuilding of the five HP Ge gamma detectors at an off-site facility is to be fully covered including labor, parts, testing and certification, and return shipment fully insured for the replacement value of the detector. Refurbishment of detectors will begin upon receipt of detector at the off-site service facility.



6. Unlimited Toll-Free telephone support for both hardware and software is to be fully covered in the maintenance agreement.
7. Unlimited software upgrades are to be fully covered and provided as released including software and firmware media, manuals, shipping, and installation.
8. Immediate notification of critical software problems is to be fully covered in the maintenance agreement.
9. Unlimited internet support for software is to be fully covered in the maintenance agreement.

Equipment to be serviced:

Manufacturer: Canberra Industries, Inc. Type: Gamma Spectroscopy System

<u>Quantity</u>	<u>Model</u>	<u>Description</u>
2	7229P-1519	Ge Coaxial Detector
2	7229P-4019	Ge Coaxial Detector
1	7229P-5019	Ge Coaxial Detector
2	1786	Liquid Nitrogen Monitor
1	2100-1	NIM Bin/Power Supply (6, 12, 24 VDC) 110 VAC
4	DSA-1000	Digital Spectrum Analyzer
1	DSA-2000	Digital Spectrum Analyzer

Manufacturer: Canberra Industries, Inc. Type: Alpha/Beta Counter

<u>Quantity</u>	<u>Model</u>	<u>Description</u>
2	S5XLB	XLB Series 5 Alpha/Beta Counting System

Manufacturer: Canberra Industries, Inc. Type: Software Support

<u>Quantity</u>	<u>Model</u>	<u>Description</u>
1	Genie-2000	Basic Gamma Spectroscopy Support
1	Genie-2000	Gamma Analysis Support
1	Eclipse	Alpha/Beta Firmware and Counting Software Support

Other equipment supporting Canberra products

<u>Quantity</u>	<u>Model</u>	<u>Description</u>
1	Dell Computer	Optiplex 755, w/ Dell LCD monitor controlling Gamma Spectroscopy System
1	E-machines Computer	EL 1200-05w, w/ Hanspree LCD monitor controlling Alpha/Beta System
1	HP printer	Deskjet F4280 All-in-one
1	HP printer	Deskjet 5650

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

The Contractor's field service engineer and the Contractor's service office staff must work with the DNRE Radiological Protection staff to schedule on-site visits and make arrangements for shipping/receiving of necessary parts and supplies. On-site service and maintenance activities must be coordinated so as to minimize the impact on laboratory sample analysis.

The DNRE Radiological Protection Laboratory staff shall make the instruments available for on-site service and return replaced components to the Contractor, as necessary.

1.040 Project Plan**1.041 Project Plan Management – Deleted/Not Applicable****1.042 Reports – Deleted/Not Applicable****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:

Service and repair expectations and timeframes are identified in the Statement of Work.

1.052 Final Acceptance – Deleted/Not Applicable**1.060 Proposal Pricing****1.061 Proposal Pricing**

For authorized Services and Price List, see Attachment A.

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

1.062 Price Term

Prices quoted are firm for the entire length of the Contract.

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 – Deleted/Not Applicable**1.070 Additional Requirements****1.071 Additional Terms and Conditions specific to this RFP – Deleted – Not Applicable**



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 March 1, 2011, through February 28, 2014. 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

The 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 must show acceptance of the Contract by signing two (2) copies of the Contract and returning them to the Contract Administrator. The Contractor must 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 the Contract, until Contractor is notified in writing that the 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 the Contract, are incorporated in their entirety and form part of the 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 the Contract. All orders are subject to the terms and conditions of the 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 must 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 (1) 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 (1) 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**

The Contract is issued by the Department of Technology Management and Budget, Purchasing Operations and the Department of Natural Resources and Environment (DNRE) (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 the Contract.** The Contractor Administrator within Purchasing Operations for the Contract is:

Angela Buren
Purchasing Operations
Department of Technology Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Burena@michigan.gov
Phone: (517) 373-0325

2.022 Contract Compliance Inspector

After DTMB-Purchasing Operations receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with DNRE, 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 the 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 DTMB Purchasing Operations.** The CCI for the Contract is:

Robert Skowronek
Department of Natural Resources and Environment
525 W. Allegan, Lansing MI 48933
Phone: (517) 241-1253
Fax: (517) 373-4797

**2.023 Project Manager**

The following individual will oversee the project:

Robert Skowronek
Department of Natural Resources and Environment
525 W. Allegan, Lansing MI 48933
Phone: (517) 241-1253
Fax: (517) 373-4797

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 the Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DTMB-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 the 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 State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, 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.

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 Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be deemed to be an employee, agent or servant of the State for any reason. Contractor is 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 must 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 requirements of 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 (1) 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 must 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 the Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, 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 the Contract must 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 the Contract must 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 the Contract is subsequently reduced by the State, the parties must 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 the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under the Contract must 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 must 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 must 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 PA 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 CCI and the Contractor.

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

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 CCI, 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 must 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 the 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 (1) party against the other arising from unsettled claims or failure by a party to comply with the 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 the Contract must constitute a waiver of all claims by Contractor against the State for payment under the 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. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must 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.

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 (2) 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 the 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 the 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 the 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 CCI 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 reserves 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 must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must 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 must 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 must 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 must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel must, 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 must 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 must 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 the 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 must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under the Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources

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

**2.068 Contract Management Responsibilities**

The Contractor must assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State considers 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.

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

Contractor has 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 the Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation

Contractor must not delegate any duties under the Contract to a Subcontractor unless the DTMB-Purchasing Operations has given written consent to such delegation. The State reserves 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 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 Subcontractor(s) for the removed Subcontractor must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the 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 is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must 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 the Contract will not relieve Contractor of any obligations or performance required under the Contract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor must 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 must 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 must 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 must 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 must 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 must 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. The Contractor must present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must 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 – Deleted/Not Applicable**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 the Contract, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

**2.102 Protection and Destruction of Confidential Information**

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

2.104 No Implied Rights

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

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of the 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 (7) years after the Contractor provides any work under the 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, 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 must 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 (4) invoices. If a balance remains after four (4) 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 the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the 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 the 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 the 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 the 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 the 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 the 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 the 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 (2) days of learning about it.

(h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DTMB-Purchasing Operations.

2.122 Warranty of Merchantability – Deleted/Not Applicable

2.123 Warranty of Fitness for a Particular Purpose – Deleted/Not Applicable

2.124 Warranty of Title

Contractor must, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor must 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 the Contract, must be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty

If applicable, all equipment provided under the Contract by Contractor must 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 – Deleted/Not Applicable

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 the Contract.

2.129 Performance Warranty

The Contractor represents and warrants that the Deliverable(s), after Final Acceptance, will perform in compliance with the requirements of this Contract for a period of ninety (90) days. The Contractor will promptly correct any breach of this warranty at no charge to the State.

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 the 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 the Contract.

All insurance coverage's provided relative to the 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 the 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 the Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/deleg.

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 INSURED 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 the 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 \$1,000,000.00 with a maximum deductible of \$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: \$3,000,000.00 each occurrence and \$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 the 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 the 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 must fully comply with the insurance coverage required in this Section. Failure of Subcontractor 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 DTMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER 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 **MUST 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, DTMB. 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 (3) years following the expiration or termination for any reason of the 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 the 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 the Contract, or if any insurer cancels or significantly reduces any required insurance as specified in the 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 the 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 must 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 the 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 the 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 the 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 must 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 the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the 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 the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the 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 the 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 the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the 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 the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the 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 the Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate the 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 the 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 the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the 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 the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the 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 the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the 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 the 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 the 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 must 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 the 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 the 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 the 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 the 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 the 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 the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

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

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates the 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 the 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 thirty (30) days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175**.

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 the 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 must 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 the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must 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 the Contract. This must include any documentation being used by the Contractor to perform the Services under the 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 the 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 must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that the 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 2.180**. 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 2.150**.

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 must 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 2.150**, 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 liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

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 the 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, DTMB, 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 (1) party to another for non-privileged information reasonably related to the Contract must 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, DTMB, 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 must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under 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 2.192** 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, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must 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 the Contract in privity of contract with the Contractor must not be less than the wage rates and fringe benefits established by the Michigan Department of Energy, 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 must 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 the Contract in privity of contract with the Contractor must 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 Energy, Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. The Contractor must keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with the Contract. This record must 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 must 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 must 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**

The Contractor's liability for damages to the State is limited to two times the value of the Contract. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks 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 attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the 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 the Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform the 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 the 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 must be able to continue to perform the 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 DTMB-Purchasing Operations.
- (2) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all Subcontractors involved in the performance of the Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of the Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate the 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 the 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****2.241 Time of Performance**

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs) – Deleted/Not Applicable**2.243 Liquidated Damages – Deleted/Not Applicable****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, 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 – Deleted/Not Applicable****2.260 Ownership – Deleted/Not Applicable****2.270 State Standards****2.271 Existing Technology Standards**

The Contractor must 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 – Deleted/Not Applicable**2.290 Environmental Provision****2.291 Environmental Provision**

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 such 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 **Section 2.242** for a 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

Refrigeration and Air Conditioning:

The Contractor must 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 the Contract.

Environmental Performance:

Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must 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, Price Proposal

FIELD SERVICE REPAIR RATES:

Monday through Friday – 8:00 AM to 5:00 PM (excluding Holidays)	\$250.00 per hour
Other Hours	\$350.00 per hour
Priority Service (Guaranteed 48 hour response)	\$350.00 per hour
Saturday, Sundays and Holidays (Nationally observed)	\$350.00 per hour

SERVICE DEPOT RATES:

Monday through Friday – 8:00 AM to 5:00 PM (excluding Holidays)	\$250.00 per hour
Priority Service	\$350.00 per hour
Evaluation Fee	\$225.00 per hour
Shipping & Handling	Actual Cost Plus Handling and Materials
Minimum Parts Order	\$100.00



Service Support Quotation

Customer: Michigan Dept. of Env. Quality
 Address: 815 Terminal Road
 Lansing, MI 48906

Equipment #: 200 96-5900
 Contract #: 1007
 Quote #: 2011-01-1007
 Effective: 03/01/2011
 Expires: 02/28/2014

Customer #: 1000641

Term (Months): 36
 Contract Type: **Basic On-Site Agreement**

User: Mike McCarty
 Phone: 517/335-8196
 Email: mccartym1@michigan.gov

Service Eng: Jacob Orsini

System: 1 of 3

Quote Date: 01/28/2011

Quoted By: Rebecca Johnson 203/639-2430

Quote Validity: 120 Days

<u>Item #</u>	<u>Description</u>	<u>Qty.</u>	<u>Serial #</u>	<u>Cost</u>
DSA-2000 Equipment# 200 96-5900				
DSA-2000	Digital Spectrum Analyzer	1	07004116	\$5,775
DSA-1000	Digital Spectrum Analyzer	1		Included
DSA-1000	Digital Spectrum Analyzer	1		\$1,575
DSA-1000	Digital Spectrum Analyzer	1		\$1,575
DSA-1000	Digital Spectrum Analyzer	1		\$1,575
C13806	System Controller	1		
1786	Liquid Nitrogen Monitor	2		
<u>Detectors</u>				
7229P-1519	Ge Coaxial Detector *	1	980438	\$2,200
7229P-1519	Ge Coaxial Detector *	1	980436	\$2,200
GC4019	7229P-4019 Ge Coaxial Detector *	1	6943327	\$2,200
GC4019	7229P-4019 Ge Coaxial Detector *	1	7973861	\$2,200
GC5019	Germanium Coaxial Detector *	1	06007253	\$2,200
<u>Software</u>				
S500CS	Genie-2000 Basic Spectroscopy Support	1		Included
S501CS	Genie-2000 Gamma Analysis Support	1		Included

Basic Services Agreement

- > 3rd Business Day (72 Hour) On-Site Response Time
 - Monday through Friday (8:00 a.m. to 5:00 p.m.)
 - Excluding Canberra Designated Holidays
- > Two (2) Scheduled On-Site Customized Assistance/PM Visits
- > Unlimited Emergency Visits
- > Unlimited Replacement Parts
- > Unlimited Emergency Visits



- > Unlimited Technical Support
 - Monday through Friday (8:00 a.m. to 5:00 p.m.)
 - Excluding Canberra Designated Holidays
 - Telephone: 1-800-255-6370
 - Email: techsupport@canberra.com
- > Software and Documentation Update Releases
- > Immediate Notification of Critical Software Problems

Total for Equipment# 200 96-5900:	\$21,500
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Service Support Quotation

Customer: Michigan Dept. of Env. Quality
 Address: 815 Terminal Road
 Lansing, MI 48906

Equipment#: 200 97-0499
 Contract #: 1007
 Quote #: 2011-01-1007
 Effective: 03/01/2011
 Expires: 02/28/2014
 Term (Months): 36
 Contract Type: **Basic On-Site Agreement**

Customer #: 1000641

User: Mike McCarty
 Phone: 517/335-8196
 Email: mccartym1@michigan.gov

Service Eng: Jacob Orsini

System: 2 of 3

Quote Date: 01/28/2011

Quoted By: Rebecca Johnson 203/639-2430

Quote Validity: 120 Days

<u>Item #</u>	<u>Description</u>	<u>Qty.</u>	<u>Serial #</u>	<u>Cost</u>
	Alpha/Beta Counting Equipment# 200 97-0499			
S5XLB	LB5100 Series 5 XLB - Includes Eclipse Software	1	41733	\$5,985

Basic Services Agreement

- > 3rd Business Day (72 Hour) On-Site Response Time
 - Monday through Friday (8:00 a.m. to 5:00 p.m.)
 - Excluding Canberra Designated Holidays
- > Two (2) Scheduled On-Site Customized Assistance/PM Visits
- > Unlimited Replacement Parts
- > Unlimited Emergency Visits
- > Unlimited Technical Support
 - Monday through Friday (8:00 a.m. to 5:00 p.m.)
 - Excluding Canberra Designated Holidays
 - Telephone: 1-800-255-6370
 - Email: techsupport@canberra.com
- > Software and Documentation Update Releases
- > Immediate Notification of Critical Software Problems

Total for Equipment# 200 97-0499: \$5,985



Service Support Quotation

Customer: Michigan Dept. of Env. Quality
Address: 815 Terminal Road
Lansing, MI 48906

Equipment#: 200 97-1740
Contract #: 1007
Quote #: 2011-01-1007
Effective: 03/01/2011
Expires: 02/28/2014

Customer #: 1000641

Term (Months): 36
Contract Type: **Basic On-Site Agreement**

User: Mike McCarty
Phone: 517/335-8196
Email: mccartym1@michigan.gov

Service Eng: Jacob Orsini

System: 3 of 3

Quote Date: 01/28/2011

Quoted By: Rebecca Johnson 203/639-2430

Quote Validity: 120 Days

Item #	Description	Qty.	Serial #	Cost
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Alpha/Beta Counting Equipment# 200 97-1740

S5XLB	LB5100 Series 5 XLB - Includes Eclipse Software	1	69269	\$5,985
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Basic Services Agreement

- > 3rd Business Day (72 Hour) On-Site Response Time
Monday through Friday (8:00 a.m. to 5:00 p.m.)
Excluding Canberra Designated Holidays
- > Two (2) Scheduled On-Site Customized Assistance/PM Visits
- > Unlimited Replacement Parts
- > Unlimited Emergency Visits
- > Unlimited Technical Support
Monday through Friday (8:00 a.m. to 5:00 p.m.)
Excluding Canberra Designated Holidays
Telephone: 1-800-255-6370
Email: techsupport@canberra.com
- > Software and Documentation Update Releases
- > Immediate Notification of Critical Software Problems

Total for Equipment# 200 97-1740: \$5,985

Total for Year 1 (03/01/2011 through 02/29/2012): \$33,470

Total for Year 2 (03/01/2012 through 02/28/2013): \$35,144

Total for Year 3 (03/01/2013 through 02/28/2014): \$36,901



Warranty Statement

Canberra (we, us, our) warrants to the customer (you, your) that for a period of ninety (90) days from the date of shipment, software provided by us in connection with equipment manufactured by us shall operate in accordance with applicable specifications when used with equipment manufactured by us and that the media on which the software is provided shall be free from defects. We also warrant that (A) equipment manufactured by us shall be free from defects in materials and workmanship for a period of one (1) year from the date of shipment of such equipment, and (B) services performed by us in connection with such equipment, such as site supervision and installation services relating to the equipment, shall be free from defects for a period of one (1) year from the date of performance of such services.

If defects in materials or workmanship are discovered within the applicable warranty period as set forth above, Canberra shall, at its option and cost (A) in the case of defective software or equipment, either repair or replace the software or equipment, or (B) in the case of defective services, reperform such services.

EXCLUSIONS

Our warranty does not cover damage to equipment which has been altered or modified without our written permission or damage which has been caused by abuse, misuse, accident, neglect or unusual physical or electrical stress, as determined by our Service Personnel.

We are under no obligation to provide warranty service if adjustment or repair is required because of damage caused by other than ordinary use or if the equipment is serviced or repaired, or if an attempt is made to service or repair the equipment, by other than our Service Personnel without our prior approval.

Our warranty does not cover detector damage due to neutrons or heavy charged particles. Failure of beryllium, carbon composite, or polymer windows or of windowless detectors caused by physical or chemical damage from the environment is not covered by warranty.

We are not responsible for damage sustained in transit. You should examine shipments upon receipt for evidence of damage caused in transit. If damage is found, notify us and the carrier immediately. Keep all packages, materials and documents, including the freight bill, invoice and packing list.