

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. 071B1300279
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
LabLynx, Inc. 2400 Lake Park Drive, Suite 435 Smyrna, GA 30080	John H. Jones	jhones@lablynx.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(770) 859-1992	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: LabLynx Laboratory Information Management Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 20, 2011	May 19, 2014	2, one year	May 19, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		May 19, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
-\$54,000.00		\$75,000.00		

Effective immediately, this contract is reduced by \$54,000.00 due to 3 purchase orders being incorrectly issued for maintenance as delegated authority purchase orders. These purchase orders should have been issued against this contract according to the Cost Tables on page 103. Purchase orders are as follows:

1. 084N2200113 for \$18,000.00 for period of 10/1/11 – 9/30/12 for year 1 maint. and support.
2. 084N3200089 for \$18,000.00 for period of 10/1/12 – 09/30/13 for year 2 maint. and support.
3. 084N4300080 for \$18,000.00 for period of 10/1/13 – 9/30/14 for year 3 maint. and support.

Please also note that the buyer has been changed to Barb Suska. Vendor contact information has been updated above. 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

May 19, 2011

NOTICE
OF
CONTRACT NO. 071B1300279
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR LabLynx, Inc. 1770 The Exchange, Suite 240 Atlanta, GA 30339 Email:	TELEPHONE (770) 859-1992 John H. Jones
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1638 Reid Sisson
Contract Compliance Inspector: LabLynx Laboratory Information Management Services	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: May 20, 2011 To: May 19, 2014	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

TOTAL ESTIMATED CONTRACT VALUE: \$129,000.00

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. 071B1300279
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR LabLynx, Inc. 1770 The Exchange, Suite 240 Atlanta, GA 30339 Email:	TELEPHONE (770) 859-1992 John H. Jones CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1638 Reid Sisson
Contract Compliance Inspector: LabLynx Laboratory Information Management Services	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: May 20, 2011 To: May 19, 2014	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of REQ #084R1300069, 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: \$129,000.00	

FOR THE CONTRACTOR: _____ LabLynx, Inc. Firm Name _____ Authorized Agent Signature _____ Authorized Agent (Print or Type) _____ Date	FOR THE STATE: _____ Signature Reid Sisson, Buyer _____ Name/Title IT Division _____ Division _____ Date
--	---



Table of Contents

DEFINITIONS	8
Article 2, Terms and Conditions	27
2.000 Contract Structure and Term	27
2.001 Contract Term	27
2.002 Options to Renew	27
2.003 Legal Effect	27
2.004 Attachments & Exhibits	27
2.005 Ordering	27
2.006 Order of Precedence	27
2.007 Headings	28
2.008 Form, Function & Utility	28
2.009 Reformation and Severability	28
2.010 Consents and Approvals	28
2.011 No Waiver of Default	28
2.012 Survival	28
2.020 Contract Administration	28
2.021 Issuing Office	28
2.022 Contract Compliance Inspector	28
2.023 Project Manager	29
2.024 Change Requests	29
2.025 Notices	30
2.026 Binding Commitments	30
2.027 Relationship of the Parties	31
2.028 Covenant of Good Faith	31
2.029 Assignments	31
2.030 General Provisions	31
2.031 Media Releases	31
2.032 Contract Distribution	31
2.033 Permits	31
2.034 Website Incorporation	31
2.035 Future Bidding Preclusion	32
2.036 Freedom of Information	32
2.037 Disaster Recovery	32
2.040 Financial Provisions	32
2.041 Fixed Prices for Services/Deliverables	32
2.042 Adjustments for Reductions in Scope of Services/Deliverables	32
2.043 Services/Deliverables Covered	32
2.044 Invoicing and Payment – In General	32
2.045 Pro-ration	33
2.046 Antitrust Assignment	33
2.047 Final Payment	33
2.048 Electronic Payment Requirement	33
2.050 Taxes	33
2.051 Employment Taxes	33
2.052 Sales and Use Taxes	33
2.060 Contract Management	34
2.061 Contractor Personnel Qualifications	34
2.062 Contractor Key Personnel	34
2.063 Re-assignment of Personnel at the State’s Request	34
2.064 Contractor Personnel Location	35
2.065 Contractor Identification	35
2.066 Cooperation with Third Parties	35
2.067 Contract Management Responsibilities	35
2.068 Contractor Return of State Equipment/Resources	35
2.070 Subcontracting by Contractor	36
2.071 Contractor full Responsibility	36
2.072 State Consent to delegation	36
2.073 Subcontractor bound to Contract	36
2.074 Flow Down	36



2.075	Competitive Selection	36
2.080	State Responsibilities	36
2.081	Equipment	36
2.082	Facilities	37
2.090	Security	37
2.091	Background Checks	37
2.092	Security Breach Notification	37
2.093	PCI DATA Security Requirements	37
2.100	Confidentiality	38
2.101	Confidentiality	38
2.102	Protection and Destruction of Confidential Information	38
2.103	Exclusions	38
2.104	No Implied Rights	39
2.105	Respective Obligations	39
2.110	Records and Inspections	39
2.111	Inspection of Work Performed	39
2.112	Examination of Records	39
2.113	Retention of Records	39
2.114	Audit Resolution	39
2.115	Errors	39
2.120	Warranties	40
2.121	Warranties and Representations	40
2.122	Warranty of Merchantability	41
2.123	Warranty of Fitness for a Particular Purpose	41
2.124	Warranty of Title	41
2.125	Equipment Warranty	41
2.126	Equipment to be New	42
2.127	Prohibited Products	42
2.128	Consequences for Breach	42
2.130	Insurance	42
2.131	Liability Insurance	42
2.132	Subcontractor Insurance Coverage	44
2.133	Certificates of Insurance and Other Requirements	44
2.140	Indemnification	44
2.141	General Indemnification	44
2.142	Code Indemnification	44
2.143	Employee Indemnification	45
2.144	Patent/Copyright Infringement Indemnification	45
2.145	Continuation of Indemnification Obligations	45
2.146	Indemnification Procedures	45
2.150	Termination/Cancellation	46
2.151	Notice and Right to Cure	46
2.152	Termination for Cause	46
2.153	Termination for Convenience	47
2.154	Termination for Non-Appropriation	47
2.155	Termination for Criminal Conviction	47
2.156	Termination for Approvals Rescinded	47
2.157	Rights and Obligations upon Termination	48
2.158	Reservation of Rights	48
2.160	Termination by Contractor	48
2.161	Termination by Contractor	48
2.170	Transition Responsibilities	48
2.171	Contractor Transition Responsibilities	48
2.172	Contractor Personnel Transition	49
2.173	Contractor Information Transition	49
2.174	Contractor Software Transition	49
2.175	Transition Payments	49
2.176	State Transition Responsibilities	49
2.180	Stop Work	49



2.181	Stop Work Orders	49
2.182	Cancellation or Expiration of Stop Work Order	50
2.183	Allowance of Contractor Costs	50
2.190	Dispute Resolution	50
2.191	In General	50
2.192	Informal Dispute Resolution	50
2.193	Injunctive Relief	51
2.194	Continued Performance	51
2.200	Federal and State Contract Requirements	51
2.201	Nondiscrimination	51
2.202	Unfair Labor Practices	51
2.203	Workplace Safety and Discriminatory Harassment	51
2.204	Prevailing Wage	51
2.210	Governing Law	52
2.211	Governing Law	52
2.212	Compliance with Laws	52
2.213	Jurisdiction	52
2.220	Limitation of Liability	52
2.221	Limitation of Liability	52
2.230	Disclosure Responsibilities	52
2.231	Disclosure of Litigation	52
2.232	Call Center Disclosure	53
2.233	Bankruptcy	53
2.240	Performance	53
2.241	Time of Performance	53
2.242	Service Level Agreement (SLA)	54
2.243	Liquidated DAMAGES - NA /Reserved	54
2.244	Excusable Failure	54
2.250	Approval of Deliverables	55
2.251	Delivery of Deliverables	55
2.252	Contractor System Testing	55
2.253	Approval of Deliverables, In General	56
2.254	Process for Approval of Written Deliverables	57
2.255	Process for Approval of Custom Software Deliverables	57
2.256	Final Acceptance	58
2.260	Ownership	58
2.261	Ownership of Work Product by State	58
2.262	Vesting of Rights	58
2.263	Rights in Data	58
2.264	Ownership of Materials	59
2.270	State Standards	59
2.271	Existing Technology Standards	59
2.272	Acceptable Use Policy	59
2.273	Systems Changes	59
2.280	Extended Purchasing - NA/Reserved	59
2.282	State Employee Purchases – NA/Reserved	59
2.290	Environmental Provision	59
2.291	Environmental Provision	59
2.300	Deliverables	60
2.301	Software	60
2.302	Hardware	61
2.310	Software Warranties	61
2.311	Performance Warranty	61
2.312	No Surreptitious Code Warranty	61
2.313	Calendar Warranty – NA/Reserved	61
2.314	Third-party Software Warranty	61
2.315	Physical Media Warranty	61



2.320	Software Licensing	62
2.321	Cross-License, Deliverables Only, License to Contractor – Reserved / NA	62
2.322	Cross-License, Deliverables and Derivative Work, License to Contractor – Reserved / NA	62
2.323	License Back to the State	62
2.324	License Retained by Contractor – Reserved / na	62
2.325	Pre-existing Materials for Custom Software Deliverables – Reserved / NA	62
2.330	Source Code Escrow	62
2.331	Definition	62
2.332	Delivery of Source Code into Escrow	62
2.333	Delivery of New Source Code into Escrow	62
2.334	Verification	62
2.335	Escrow Fees	62
2.336	Release Events	63
2.337	Release Event Procedures	63
2.338	License	63
2.339	Derivative Works	63
Appendix A		70
Appendix – B		81
Appendix – C		90
Appendix – D		93
Appendix – E		104



DEFINITIONS

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.



Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor’s removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (State), through the Department of Technology, Management & Budget (DTMB), and the Michigan Department of Agriculture and Rural Development (MDARD), has issued this Request for Proposal (RFP) to obtain proposals from qualified firms for: Hosting and Maintenance of the Lab Lynx LIMS application currently residing on State of Michigan servers. This RFP will have two deliverables, hosting and maintenance.

Throughout this document items related to the hosting portion of this RFP will indicate the 'hosting vendor', while maintenance related items will use the 'maintenance vendor' to identify these specific items. The use of the term 'Contractor' will indicate obligations for both the 'maintenance vendor' and the 'hosting vendor'.

The State seeks to have services begin upon execution of the contract, with full implementation of the system to be completed by 6/30/2011.

1.002 BACKGROUND

1. The mission of MDARD is to protect, preserve, and promote, the food, agricultural, environmental and economic interests of the people of the state of Michigan.
2. Currently the Laboratory Information Management System (LIMS) used by MDARD's Wm. C. Geagley laboratory is hosted by DTMB.
3. The goal of having the application hosted outside the SOM is to reduce the cost of the system, increase the functionality of the LIMS system, reduce the cost and time it takes to further develop the system to include more program areas, users, functionality, and troubleshooting.
4. There are no other projects that are currently tied to the LabLynx application. All users of the application are MDARD entities.
5. The primary users of the application are located in the Geagley Laboratory at 1615 S. Harrison Rd, East Lansing. Other potential users are located in Constitution Hall, Lansing and may include inspectors located throughout Michigan working from their homes.
6. The current server environment is as follows:
PROD Web server & QA/DR Web server are the following configuration
Dell PowerEdge 1950
Windows 2003 SVR STD SP2
Processor: 2 x 3.20GHz Quad Core
RAM: 4096
HD: 73gb

The two database servers in the active/passive cluster have the following configuration
Dell PowerEdge 6650
Windows 2000 SVR ADV
Processor: 4 x 2.8GHz
RAM: 4096
HD: 3 x 36GB

The actual database is currently 2GB

An Active directory is available for user management. The web servers are dedicated for the LabLynx system. The database servers are a shared environment and LabLynx is one of multiple databases on them.



Information provided herein is intended solely to assist Contractors in the preparation of proposals. To the best of the State's knowledge, the information provided is accurate. However, the State does not warrant such accuracy, and any variations subsequently determined will not be construed as a basis for invalidating the RFP. The State reserves the right to cancel this Request for Proposal (RFP), or any part of this RFP, at any time.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

This project consists of the following scope:

- Transfer of the current MDARD LabLynx Software program from the current State of Michigan server(s) to the hosting vendor's site and the continued operation of the application by the staff of the MDARD's Wm. C. Geagley Laboratory.
- Transfer of the current MDARD LabLynx database(s), currently residing on the State of Michigan SQL 2005 server, to the hosting vendor's environment for use with the MDARD LabLynx program.
- Hosting of the MDARD LabLynx program and providing all auxiliary hosting requirements as specified.
- Maintenance and Support of the transferred system
 - Maintain the LabLynx Software program for the use of the MDARD Laboratory staff.
 - Provide solutions for any break/fix problems as identified by the MDARD Project Coordinator.

The negotiated contract resulting from this RFP will have a minimum term of three (3) years with two (2) one (1) year options. Additional options may be requested. Renewal of the contract will be at the sole discretion of the State and will be based upon the acceptable performance of the selected Contractor as determined by the State.

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables.

1.102 OUT OF SCOPE

Due to the fact that this RFP is designed to 'outsource' the hosting and maintenance of the LabLynx LIMS system any additional products, or services, that are not directly related to the deliverables are outside the scope of this RFP.

1.103 ENVIRONMENT

The links below provides information on the State's Enterprise IT policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE).

Vendors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and **standards**.

Vendors are required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:

<HTTP://WWW.MICHIGAN.GOV/DMB/0,1607,7-150-56355---,00.HTML>

All software and hardware items provided by Vendors must run on and be compatible with the Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The State's Project Manager and DTMB must approve any tools, in writing, before use on any information technology project.



It is recognized that technology changes rapidly. Vendors may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, and DTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

[HTTP://MICHIGAN.GOV/SOM/0,1607,7-192-26916-2301--,00.HTML](http://MICHIGAN.GOV/SOM/0,1607,7-192-26916-2301--,00.HTML)

The State's security environment includes:

- DTMB Single Login.
- DTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

DTMB requires that its single - login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State's Project Manager and DTMB's Office of Enterprise Security.

Vendor Hosted Security Requirements

Vendors must meet State of Michigan standards for housing and processing data. The policies that must be adhered to are listed below:

[HTTP://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1310_183772_7.PDF](http://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1310_183772_7.PDF)

[HTTP://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1310.02_183775_7.PDF](http://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1310.02_183775_7.PDF)

[HTTP://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1325_193160_7.PDF](http://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1325_193160_7.PDF)

[HTTP://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1335_193161_7.PDF](http://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1335_193161_7.PDF)

[HTTP://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1340_193162_7.PDF](http://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1340_193162_7.PDF)

[HTTP://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1350.10_184594_7.PDF](http://WWW.MICHIGAN.GOV/DOCUMENTS/DMB/1350.10_184594_7.PDF)

IT Strategic Plan:

[HTTP://WWW.MICHIGAN.GOV/ITSTRATEGICPLAN](http://WWW.MICHIGAN.GOV/ITSTRATEGICPLAN)

The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite/0,1607,7-245-45409---,00.html>. The

Disaster Recovery and Business Continuity:

Business continuity on a daily basis and in the event of a disaster is of the highest concern to the State of Michigan. The Contractor must ensure that single and/or multiple component failures do not disrupt services to the State. The Contractor must ensure continuation of services in the event of a disaster that causes the data center and or communication lines to be non-functional.

Escalation processes and triggers for executing predefined methods of recovery will be defined by the MDARD Project Coordinator, the DTMB Project Manager in conjunction with the Contractor. The Contractor's Disaster Recovery plan for business continuity / resumption must be completed by the Contractor and approved by the State prior to system implementation. The Contractor's Disaster Recovery Plan must be tested in coordination with MDARD's testing of their disaster recovery and business continuity plan. The Contractor must include Disaster Recovery testing as a Planning Milestone in their overall project plan.



At a minimum, there are three types of situations which could arise, and which must be addressed by the contractor in the disaster recovery plan to ensure ongoing operations:

- The first type is a major disaster where the central computer installation and resident software are destroyed or damaged. The contractor must identify the alternative facilities and backup to ensure continuation of operations as a part of a comprehensive Disaster Recovery
- The second type is a system, or application, failure resulting from network, software, or operational, errors where one or several days' processing is invalid, making data on the master file(s) also invalid. The contractor must provide a plan that addresses the restoration of program and data integrity.
- The third type is caused by system down time. The contractor must maximize system availability. Down time, caused by the failure of one or more components of the hosting site, or application software, must be resolved and the services restored.

Agency Specific Technical Environment – NA/Reserved

Technical and Hosting Requirements

See [Appendix – B](#) for a listing of hosting requirements. This list is not all inclusive.

Contractors must complete the State of Michigan (SOM) [Enterprise Architecture \(EA\) Solution `Assessment Vendor Worksheet](#) and submit it as a required element of the bid. This will allow the DTMB Office of Enterprise Architecture to evaluate the proposed solution for standards compliance, Total Cost of Ownership (TCO), and suitability for integration with the SOM's IT environment. Questions regarding the SOM EA Solution Assessment Vendor Worksheet will be forwarded to the SOM Office of Enterprise Architecture, as needed.

Contractor's Response
<p>LabLynx has reviewed and understands the technical and hosting requirements provided through the links above, and certifies that it complies with all standards and policies as described therein. LabLynx has completed and submitted the EASAVW. Please see Appendix D - Enterprise Architecture (EA) Solution Assessment Vendor Worksheet for the completed SOM Enterprise Architecture (EA) Solution Assessment Vendor Worksheet.</p>

1.104 Work And Deliverable

Agency to identify the services (work) to be provided and deliverables for the successful completion of this project and the requirements (technical/general system and functional).

I. Services (work) To Be Provided and Deliverables

Overview:

1. Transfer current Laboratory Information Management System (LIMS) database and the LabLynx application and database to the hosting vendor's site. (Hosting Vendor). This will include developing and providing a system migration project plan, including all steps and sign-offs. After DTMB sign-off of successful system testing and readiness for operation, a final data update will be implemented before switching over to the new hosted solution.
2. The MDARD Laboratory personnel will operate the LabLynx LIMS from the Contractor's site for the duration of this contract.
3. The maintenance vendor will provide break/fix for all issues raised by the MDARD Project Coordinator for the duration of this contract. (Maintenance Vendor)

Refer to [Hosting Requirements](#) (Appendix B) for a more complete listing.

Refer to [Maintenance Requirements](#) (Appendix C) for a more complete listing.

Vendor comments will be made within either the Hosting Requirements table, or the Maintenance Requirements table.



A. Business Requirements - NA/Reserved

B. Hardware

Vendor will provide all hardware for the operation of hosting environment per specifications and SLA.

C. Software

The hosting vendor will receive a copy of the existing LabLynx web application and a backup of the SQL 2005 database. It is up to the hosting vendor to install said application and database on their own systems and establish the necessary functionality and connectivity so that the MDARD Laboratory staff can use the LIMS to perform their normal business. All work will need to be confirmed and accepted by SOM staff.

Software Deliverables - Software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software, and installation software.

1. Contractor is responsible with providing all authorized software and obtaining all licenses for the State's usage of the hosted LabLynx application. Note this does not include client end-user access software, such as web browsers or other desktop software utilities.
2. Beta software is not accepted as final deliverable.
3. The software will be reviewed and accepted in accordance with the requirements of the contract.
4. DTMB will review software within a mutually agreed upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
 - a. Approvals will be written and signed by DTMB Project Manager.
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit software for approval within 30 days of receipt.
4. Software is installed and configured, in an appropriate environment (e.g. development, conversion, QA testing, UAT testing, production, and training).
5. Contingency plans, de- installation procedures, and software are provided by the Contractor and approved by DTMB Project Manager.
6. Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).
7. Testing will demonstrate the system's compliance with the requirements of the RFP. At a minimum, the testing will confirm the following:
 - a. Functional - the capabilities of the system with respect to the functions and features described in the RFP.
 - b. Performance - the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame.
8. DTMB will review test software, data, and results within a mutually agreed upon timeframe.
 - a. Approvals will be written and signed by DTMB Project Manager.
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval within 30 days of receipt.
9. DTMB will review software license agreements within a mutually agreed upon timeframe.
 - a. Approvals will be written and signed by DTMB Project Manager.
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit the license agreement for approval and final signature by the authorized State signatory within 30 days of receipt
10. Software source code, where applicable, is reviewed by DTMB within a mutually agreed upon timeframe for readability, structure, and configuration management.
 - a. Approvals will be written and signed by DTMB Project Manager.
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit source code for approval.



Acceptance Criteria

High level acceptance criteria for Software Deliverables are listed in Section 1.501.

Bidder's describe your proposed solution to meet this service, including State roles and Contractor roles

Contractor's Response

State and Contractor roles shall be as described. All software shall be accessible, including the ELab hosted LIMS and iStudio, the ELab development tool, via login to virtual server cloud-hosted applications, at or above the standards and requirements set forth in referenced DTMB materials and according to DTMB Project Manager approvals.

The software will not be modified. This project involves the simple transfer of MDARD existing LIMS and database to LabLynx custom-built dedicated data center. User access remains the same (IE browser) and there will be no difference in end user experience, other than an expected increase in availability and processing speed.

Software deliverables include:

1. State-mandated background checks, drug tests and fingerprinting.
2. Orientation meeting
3. Update LabLynx Quality Manual with MDARD-specific section to meet MDARD requirements.
4. Provision of test scripts to validate software and provide for MDARD approval (Installation Qualification - IQ).
5. Transfer of application and database to LabLynx data center onto (a) Development instance and (b) Test instance.
6. Perform IQ.
7. Upon approval, move software to production instance and ensure it is fully operational.
8. Assist MDARD in spot-checks to verify production instance is identical to approved test instance.
9. Continue all annual maintenance, support and warranty, including IT and hosting.

Roles

LabLynx	SOM
1. Provide key personnel cooperation for state mandated background checks, drug tests and fingerprinting.	Schedule and coordinate, verify completion
2. Attend Orientation meeting	Attend Orientation meeting.
3. Update LabLynx Quality Manual with SOM-specific section to meet SOM requirements.	Review, sign off as necessary.
4. Provision of test scripts to validate software and provide for SOM approval (Installation Qualification - IQ).	Review, sign off
5. Receive copy of current application and database, copy to LabLynx data center development and test environments	Provide LabLynx with copy of current application and database. Sign off on completion of transfer.
6. Perform IQ validation. Resolve any issues.	Execute test scripts to validate system, record results, approve. Notify LabLynx of any issues. Sign off on completion of validation.
7. Move system to production instance.	Sign off on functional production instance of ELab.
8. Assist in spot-checks, resolve any issues.	Do spot-checks of production instance. Notify LabLynx of any issues. Sign off on successful completion of project.
9. Continue all maintenance, support and warranty, including IT and hosting.	Renew annual MSW agreement

All deliverables include relevant items and are consistent with Section 1.104 Work And Deliverable, I. Services (work) To Be Provided and Deliverables (above) of RFI-RS-084R1300021 SOM LabLynx Hosting.



D. Application Design

Contained within the LabLynx LIMS system software.

E. Application Development - NA/Reserved

F. Implementation

Once the software and database backup have been transferred to the hosting vendor all implementation issues will be managed by the MDARD Project Coordinator and DTMB Project Manager.

G. Training – NA/Reserved

H. Documentation

Specifications for documentation are included in the appropriate requirement.

Document Deliverables

1. Documents are dated and in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
2. Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product.
3. Draft documents are not accepted as final deliverables.
4. The documents will be reviewed and accepted in accordance with the requirements of the Contract and Appendices.
5. DTMB will review documents within a mutually agreed upon timeframe.
 - b. Approvals will be written and signed by DTMB Project Manager.
 - c. Issues will be documented and submitted to the Contractor.
 - d. After issues are resolved, or waived, the Contractor will resubmit documents for approval within 30 days of receipt.

Bidder's describe your proposed solution to meet this service, including State roles and Contractor roles

Contractor's Response:

All implementation, training and documentation services will be in accordance with sections D-H (above). These deliverables are part of the project and schedule per accompanying MS Project file and as described above.

Roles

LabLynx	SOM
Provide documentation	Receive documentation, sign off.
Resolve any implementation issues	Manage implementation issues, sign off
Sign annual hosted maintenance/support/ warranty agreement. Provide all hosting, systems management, backup, disaster recovery, security administration services and storage services plus regular maintenance, support and warranty at present level.	Sign annual hosted maintenance/support/warranty agreement.

I. Operation Services

The vendor will provide all hosting, systems management, backup, disaster recovery, security administration services and storage services. Refer to [Hosting Requirements](#) for a more complete listing.



Acceptance Criteria

Bidder's describe your proposed solution to meet this service, including State roles and Contractor roles

Contractor's Response:

LabLynx will provide these services meeting or exceeding [Hosting Requirements](#).

Roles

LabLynx	SOM
Sign annual hosted maintenance/support/ warranty agreement. Provide all hosting, systems management, backup, disaster recovery, security administration services and storage services plus regular maintenance, support and warranty at present level.	Sign annual hosted maintenance/support/warranty agreement.

J. Maintenance and Support

The maintenance vendor will provide maintenance and support of the installed LabLynx LIMS. Refer to [Maintenance Requirements](#) (Appendix C) for a more complete listing.

Acceptance Criteria

Contractor's Response

LabLynx will continue to provide maintenance and support at current level and in compliance with SOM requirements.

The End User Hosting Terms and Conditions are included as Appendix F. The End User Maintenance Terms and Conditions are included in Appendix G. Where there is conflict between the terms of the rest of this contract (Article I Statement of Work, Article II Terms and Conditions, Appendices A, B, C, D,& E) and either Appendix F or G, the terms of the rest of this contract shall take precedence over those of Appendices F and G.

K. Knowledge Transfer/Transition

L. Auditing Requirements

The contractor must provide physical access, system access, documentation and all server/application logs which demonstrate and allow certification by an independent 3rd party vendor that the terms of the contract and the SLA agreement are being adhered to. The 3rd-party vendor must not be connected in any way to the hosting contractor including but not limited to: financially, contractually, ownership chain, or managerially. The selection of a 3rd-party vendor for certification will be made jointly by the contractor and the State with the State retaining final judgment. Payment for the certification services by the 3rd-party vendor must be included as part of the contract and be payable by the contractor.

II. Requirements

A. Technical/General System Requirements

The LabLynx LIMS is a mission critical application for the Wm. C. Geagley Laboratory. It is used to manage all analytical work performed at the lab. This application gathers all the information on analytical samples from sample receipt to disposal including final report generation. Due to the sensitivity of some of the data the system must be protected from unauthorized access, or modification, as the results of some of the analyses can be used in regulatory and legal proceedings. The lab is operational Monday through Friday from 6:00 am until 7:00 pm and the LIMS must be functional during these hours. Work performed beyond this timeframe will be queued for data entry at the commencement of normal business hours. The lab complies with ISO/EIC 17025:2005 and AOAC International Guidelines for Laboratories Performing Microbiological and Chemical Analysis of Food and Pharmaceuticals and the LIMS system must not invalidate this compliance.



Contractor's response

Regarding L. Auditing Requirements: LabLynx cannot provide pricing or payment as part of the contract if the certifying party is not confirmed and approved by the State beforehand.

Regarding II A. Technical/General System Requirements: The LabLynx ELab LIMS currently meets all these criteria and that will not change.

B. Functional Requirements

The current application as installed on the SOM site represents the base-line of functionality that the hosting vendor will be maintaining on their site. The maintenance vendor will keep the existing functionality represented by the base-line of the current application as installed on the SOM site the minimum level of functionality that must be maintained.

Contractor's response.

LabLynx confirms this baseline will be maintained.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

The Contractor will provide resumes in the attached Personnel Resume templates ([Appendix A](#)) for staff, including sub-Contractors, who will be assigned to the Contract, indicating the duties/responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project. The competence of the personnel the Contractor proposes for this project will be measured by the candidate's education and experience with particular reference to experience on similar projects as described in this Statement of Work. The Contractor will commit that staff identified in its proposal will actually perform the assigned work.

Contractor must provide a list of all sub-Contractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning sub-Contractor's organization and abilities to perform the work.

The Contractor must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the Contractor/sub-Contractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the Contractor must provide a letter signed by the State Project Manager releasing the individual from the project upon execution of the contract.

The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

The Contractor will identify a Single Point of Contact (SPOC). The duties of the **SPOC** shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- Advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.



All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The Contractor must identify and provide educational and experience history for the following key personnel for this project:

1. *Project Manager*
2. *System Architect*
3. *Lead Programmer/Analyst*
4. *Other programmers assigned to support this application*
5. *Database administrator*
6. *Hosting site staff*
7. *Technical Lead*

The Contractor will provide a technical lead to work closely with the designated personnel from the State and other vendors to insure a smooth transition to the new system. The technical lead will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project technical lead responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

B. On Site Work Requirements

1. Location of Work

- Work related to hosting will be performed at the hosting vendor's site.
- Work related to maintenance will be performed at the maintenance vendor's facility.

2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.



4. Additional Security and Background Check Requirements:

All Contractors must present certifications evidencing satisfactory Michigan State Police Background checks (ICHAT) and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints.

Contractor will be required and is responsible for any costs associated with ensuring their staff meets all requirements.

5. Civil, Criminal, or Administrative Actions

All Contractors must present documentation for all Civil, Criminal, or Administrative actions which they, their staff, or their subContractors, have been a party to at any time which relate to their provision of services to any governmental, or private, organization. Lack of a disciplinary outcome, or legal judgment against them, is not sufficient reason for failing to report. If at any time the State is apprised of such action without full disclosure from the Contractor this will, at the discretion of the State, result in the immediate termination of the contract.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State project team will consist of Subject Matter Experts (SME's), project support, and a DTMB project manager and Agency project coordinator:

Subject Matter Experts

- The Subject Matter Experts representing the various units of the Laboratory which utilize the LabLynx LIMS shall be available on an as needed basis to consult with the vendor regarding issues raised during the execution of this contract.

Name	Agency/Division/Unit	Title
Michelle Bogner	MDARD/Laboratory/Pesticide Data Program Section	Scientist Manager
Nick Almasy	MDARD/Laboratory/Quality Assurance Section	Scientist Manager
Kathy Roudebush	MDARD/Laboratory/Administration	Departmental Technician

State Project Manager- (DTMB and Agency)

DTMB will provide a Project Manager. DTMB will be responsible for the State's infrastructure and work together with the Contractor in determining the system configuration.

The State's Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.



Name	Agency/Division	Title
Sylvia Garland	DTMB	Project Manager
Bonnie Moon	MDARD Wm. C. Geagley Laboratory	Project Manager/Coordinator

DTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Mark Lawrence	DTMB/Bureau of Strategic Policy	Contract Administrator

1.203 OTHER ROLES AND RESPONSIBILITIES – NA/RESERVED

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Preliminary Project Plan

Contractor will provide a Preliminary Project Plan, within 14 days of contract start, with the proposal for evaluation purposes, including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State.

1. In particular, the Preliminary Project Plan will include a MS Project plan or equivalent (check the SUITE/PMM standard):
 - a. A description of the deliverables to be provided under this contract.
 - b. Target dates and critical paths for the deliverables.
 - c. Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix.
 - d. The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Preliminary Project Plan.
 - e. Internal milestones
 - f. Task durations
2. The Preliminary Project Plan shall include the following deliverable/milestones for which payment shall be made.
 - a. Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
 - b. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 2.

Note: A Final Project Plan will be required as stated in Article 1, Section 1.301 (C) Project Control.

Performance Review Meetings

1. The State may require the Contractor to attend monthly meetings to review the Contractor's performance under the Contract. These meetings will be at the discretion of the DTMB Project Manager.
2. The meetings will be held in Lansing Michigan, or by teleconference, as mutually agreed by the State and the Contractor.
3. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Project Control

1. The Contractor will carry out this project under the direction and control of DTMB, and MDARD.
2. Within thirty (30) working days of submission of the preliminary project plan, the Contractor will submit to the State project manager(s) for final approval of the project plan.
 - a. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
 - i. The Contractor's project organizational structure.



- ii. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - iii. The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
 - iv. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
- a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
 - i. Staffing tables with names of personnel assigned to Contract tasks.
 - ii. Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next thirty (30) calendar days, updated semi-monthly).
 - iii. Updates must include actual time spent on each task and a revised estimate to complete.
 - iv. Graphs showing critical events, dependencies and decision points during the course of the Contract.
 - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

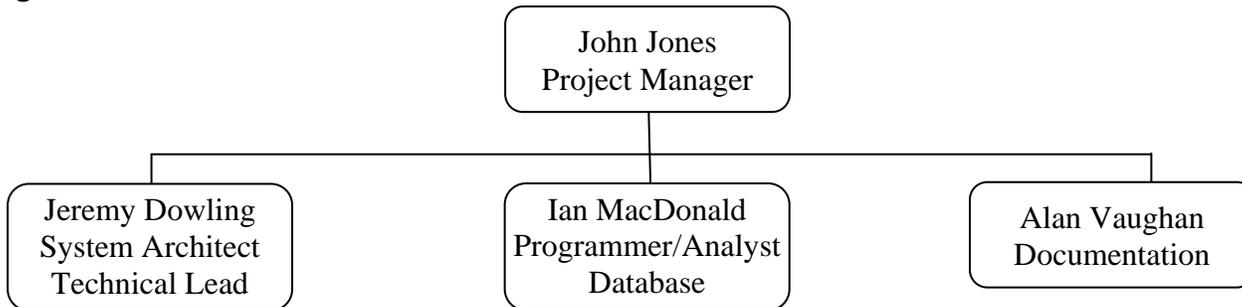
Contractor's Response

LabLynx shall comply with 1.301 Project Plan Management stipulations. Resumes and letter of commitment have been supplied. LabLynx will not be using subcontractors. SPOC is John Jones, LabLynx President.

Personnel

1. Project Manager – John Jones
2. System Architect – Jeremy Dowling
3. Programmer/Analyst – Ian MacDonald
4. Database Administrator – Ian MacDonald
5. Hosting site staff – Ben Miner
6. Technical Lead – Jeremy Dowling
7. Documentation – Alan Vaughan

Organizational Chart



Work will be performed according to criteria specified in this section with the following exceptions:

Preliminary Project Plan is provided as MS Project .mpp file and final project plan to be delivered after Orientation meeting and before next task, in accordance with applicable SOM criteria.



1.302 REPORTS

Reporting formats must be submitted to the DTMB Project Manager for approval within fifteen (15) business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract. At the discretion of the DTMB Project Manager the reporting schedule and the reports required may be modified to suit the needs of the project.

Reports:

- *Monthly Operational Reports*
- *Issues*
- *Change Control*
- *Repair status*
- *Maintenance Activity*

Contractor's Response
 All information for these reports is contained in the LabLynx Help Desk, which shall be the source for these.

1.400 Project Management

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

- Level 1 – Business leads
- Level 2 – Project Managers
- Level 3 – Executive Subject Matter Experts (SME's)

Contractor's Response
 LabLynx Help Desk SOP is compliant. Issue management log is available 24/7/365 in the online Help Desk.

1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.



A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract resulting from the upcoming RFP. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

Contractor's Response
Risk management plan shall be delivered in accordance with requirements. LabLynx assumes responsibility as described.

1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

Contractor's Response
Acknowledged, comply, per change control SOPs in QM.

1.500 Acceptance

1.501 CRITERIA

See Article 1, Section 1.104 for Acceptance Criteria

1.502 FINAL ACCEPTANCE

Final acceptance is expressly conditioned upon completion of ALL deliverables/milestones, completion of ALL tasks in the project plan as approved, completion of ALL applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements.

Contractor's Response
Acknowledged, agree.



1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Method of Payment

The 1st year hosting payment and the payment for the migration shall be paid upon DTMB project manager's acceptance of the completed LabLynx migration. Hosting charges for the subsequent years shall be paid annually. The software maintenance charges shall be separately paid annually.

The Costs Table(s) attached as Appendix E - [EA Cost Analysis](#) must be used as the format for submitting pricing information.

Contractor must complete the Appendix E - [EA Cost Analysis](#).

Please see "**Appendix E – EA Cost Analysis Section**" of this Proposal.

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

Out-of-Pocket Expenses

Contractor out-of-pocket expenses are not reimbursable by the State

Price Changes

If Contractor reduces its prices for any of the software, or services, during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's DTMB Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Contractor agrees all the prices, terms, warranties, and benefits provided in this Contract are comparable to, or better than, the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If, during the term of this Contract, Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to the State for subsequent purchases.

Statements of Work and Issuance of Purchase Orders

Unless otherwise agreed by the parties, each Statement of Work will include:

1. Background
2. Project Objective
3. Scope of Work
4. Deliverables
5. Acceptance Criteria
6. Project Control and Reports
7. Specific Department Standards
8. Payment Schedule
9. Travel and Expenses
10. Project Contacts
11. Agency Responsibilities and Assumptions
12. Location of Where the Work is to be performed
13. Expected Contractor Work Hours and Conditions

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

**Invoicing**

Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.602 HOLDBACK – NA/RESERVED



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 5/20/2011 through 5/19/2014. All outstanding Purchase Orders must also expire upon the termination 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, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one-year periods.

2.003 LEGAL EFFECT

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

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

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

2.005 ORDERING

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

2.006 ORDER OF PRECEDENCE

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**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall 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. The Contract may be modified or amended only by a formal Contract amendment.



2.007 HEADINGS

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

2.008 FORM, FUNCTION & UTILITY

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

2.009 REFORMATION AND SEVERABILITY

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

2.010 Consents and Approvals

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

2.011 NO WAIVER OF DEFAULT

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

2.012 SURVIVAL

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

2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Management and Budget, Purchasing Operations and the Department of Agriculture (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. The Purchasing Operations Contract Administrator for this Contract is:

Reid Sisson, Buyer
Purchasing Operations
Department of Technology Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
SissonR@michigan.gov
517-241-1638

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office**



authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contract Compliance Inspector for this Contract is:

Mark Lawrence
Department of Technology Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
LawrenceM1@michigan.gov
517-241-1640

2.023 PROJECT MANAGER

The following individual will oversee the project:

Sylvia Garland
Department of Technology Management and Budget
525 W. Allegan, Lansing, MI 48933
garlands1@michigan.gov
517-241-9224
517-241-2777

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, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(1) Change Request at State Request

If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").



- (2) Contractor Recommendation for Change Requests:
Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.
- (3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
- (4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

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

State:
 State of Michigan
 Purchasing Operations
 Attention:
 PO Box 30026
 530 West Allegan
 Lansing, Michigan 48909

Contractor:

Name:
 Address:

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 giving 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 shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall 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

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

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

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

2.030 General Provisions

2.031 MEDIA RELEASES

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

2.032 CONTRACT DISTRIBUTION

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

2.033 PERMITS

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

2.034 WEBSITE INCORPORATION

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the



State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 FUTURE BIDDING PRECLUSION

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

2.036 FREEDOM OF INFORMATION

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

2.037 DISASTER RECOVERY

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

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

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

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

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

2.043 SERVICES/DELIVERABLES COVERED

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

2.044 INVOICING AND PAYMENT – IN GENERAL

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall 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 shall 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 1.600**.



- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d1) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity shall occur only upon the specific written direction from Purchasing Operations.

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

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 PRO-RATION

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

2.046 ANTITRUST ASSIGNMENT

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

2.047 FINAL PAYMENT

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

2.048 ELECTRONIC PAYMENT REQUIREMENT

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

2.050 Taxes

2.051 EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue



Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

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

2.062 CONTRACTOR KEY PERSONNEL

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall 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 shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE’S REQUEST

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State’s request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State’s request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to



an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall 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 shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 CONTRACTOR IDENTIFICATION

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

2.066 COOPERATION WITH THIRD PARTIES

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

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

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



2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

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

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall 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 shall not be counted for a time agreed upon by the parties.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

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

2.074 FLOW DOWN

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

2.075 COMPETITIVE SELECTION

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

2.080 State Responsibilities

2.081 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement 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 shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall 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 shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall 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 shall be initiated by the State and shall be reasonably related to the type of work requested.

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

2.092 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall 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

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor shall contact the Department of Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, shall be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.



Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.

The Contractor shall provide the Department of Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall advise the Department of Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor shall provide a time line for corrective action.

2.100 Confidentiality

2.101 CONFIDENTIALITY

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

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor shall 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 shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

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

2.103 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall 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 this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides



the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 NO IMPLIED RIGHTS

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

2.105 RESPECTIVE OBLIGATIONS

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

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives shall 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 shall 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 shall 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 shall provide all reasonable facilities and assistance for the State's representatives.

2.112 EXAMINATION OF RECORDS

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall 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 shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall 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 shall 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 shall meet to review each audit report promptly after issuance. The Contractor shall 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 shall 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

If the audit demonstrates any errors in the documents provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance



remains after four invoices, then the remaining amount shall 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.

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

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other



information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.

- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 WARRANTY OF MERCHANTABILITY

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

2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

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

2.124 WARRANTY OF TITLE

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

2.125 EQUIPMENT WARRANTY

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

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within thirty (30) business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

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

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



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

2.126 EQUIPMENT TO BE NEW

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 CONSEQUENCES FOR BREACH

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

2.130 Insurance

2.131 LIABILITY INSURANCE

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

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

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

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

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

See www.michigan.gov/dleg.

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

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

- 1. Commercial General Liability with the following minimum coverage:
 - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit



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

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

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

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

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

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

4. Employers liability insurance with the following minimum limits:
 \$100,000 each accident
 \$100,000 each employee by disease
 \$500,000 aggregate disease

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

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

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

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



2.132 SUBCONTRACTOR INSURANCE COVERAGE

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

2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Contractor must furnish to DMB 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 Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

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

2.142 CODE INDEMNIFICATION

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



2.143 EMPLOYEE INDEMNIFICATION

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

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

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

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

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

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

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

2.146 INDEMNIFICATION PROCEDURES

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

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



State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

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

2.152 TERMINATION FOR CAUSE

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.



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

2.153 TERMINATION FOR CONVENIENCE

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

2.154 TERMINATION FOR NON-APPROPRIATION

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 TERMINATION FOR CRIMINAL CONVICTION

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

2.156 TERMINATION FOR APPROVALS RESCINDED

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



2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 RESERVATION OF RIGHTS

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

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

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

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed ninety (90) days. These efforts must include, but are not limited to, those listed in **Section 2.150**.



2.172 CONTRACTOR PERSONNEL TRANSITION

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 CONTRACTOR INFORMATION TRANSITION

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

2.174 CONTRACTOR SOFTWARE TRANSITION

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

2.175 TRANSITION PAYMENTS

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

2.176 STATE TRANSITION RESPONSIBILITIES

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations 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**. 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 2.182**.



2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

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

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

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

- (1) 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 at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- (3) The specific format for the discussions shall 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.
- (4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, shall 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 shall 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 shall 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 shall 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 that the damages to the party resulting from the breach shall 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, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq., the State shall 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, shall 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 shall 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 shall 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

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



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

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

2.210 Governing Law

2.211 GOVERNING LAW

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

2.212 COMPLIANCE WITH LAWS

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

2.213 JURISDICTION

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

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

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

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

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor shall 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) shall 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 shall 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 that 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 shall be deemed to satisfy the requirements of this Section.

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

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) 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 shall make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
 - (2) Contractor shall also notify DMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify DMB Purchase 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 this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 BANKRUPTCY

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

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

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall 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 shall 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**, Contractor shall 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 AGREEMENT (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 LIQUIDATED DAMAGES - NA /RESERVED

2.244 EXCUSABLE FAILURE

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



precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

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

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

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

2.250 Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

2.252 CONTRACTOR SYSTEM TESTING

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:



Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

2.253 APPROVAL OF DELIVERABLES, IN GENERAL

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this



Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State.



Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.

2.256 FINAL ACCEPTANCE

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260 Ownership

2.261 OWNERSHIP OF WORK PRODUCT BY STATE

The State owns all Deliverables, as they are work made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

2.262 VESTING OF RIGHTS

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 RIGHTS IN DATA

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.



2.264 OWNERSHIP OF MATERIALS

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>.

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/documents/PCAcceptableUsePolicy1460_1_72034_7.pdf. 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 - NA/Reserved

2.282 STATE EMPLOYEE PURCHASES – NA/RESERVED

2.290 Environmental Provision

2.291 ENVIRONMENTAL PROVISION

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

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

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials



Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall 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 shall provide a safe and suitable environment for performance of Contractor’s Work. Before the commencement of Work, the State shall 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 shall 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 shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall 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 shall 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 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 shall 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).

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

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

2.300 Deliverables

2.301 SOFTWARE

A list of the items of software the State is required to purchase for executing the Contract is attached. The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). The attachment also identifies certain items of software to be provided by the State.



2.302 HARDWARE

A list of the items of hardware the State is required to purchase for execution the Contract is attached. The list includes all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). The attachment also identifies certain items of hardware to be provided by the State.

2.310 Software Warranties

2.311 PERFORMANCE WARRANTY

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 NO SURREPTITIOUS CODE WARRANTY

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

2.313 CALENDAR WARRANTY – NA/RESERVED

2.314 THIRD-PARTY SOFTWARE WARRANTY

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.315 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this



warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.320 Software Licensing

2.321 CROSS-LICENSE, DELIVERABLES ONLY, LICENSE TO CONTRACTOR – RESERVED / NA

2.322 CROSS-LICENSE, DELIVERABLES AND DERIVATIVE WORK, LICENSE TO CONTRACTOR – RESERVED / NA

2.323 LICENSE BACK TO THE STATE

Unless otherwise specifically agreed to by the State, before initiating the preparation of any Deliverable that is a Derivative of a preexisting work, the Contractor shall cause the State to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare Derivative Works based upon all preexisting works and Derivative Works thereof, and (2) authorize or sublicense others from time to time to do any or all of the foregoing.

2.324 LICENSE RETAINED BY CONTRACTOR – RESERVED / NA

2.325 PRE-EXISTING MATERIALS FOR CUSTOM SOFTWARE DELIVERABLES – RESERVED / NA

2.330 Source Code Escrow

2.331 DEFINITION

"Source Code Escrow Package" shall mean:

- (a) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
- (b) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (c) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

2.332 DELIVERY OF SOURCE CODE INTO ESCROW

Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within (30) thirty days of the execution of this Contract.

2.333 DELIVERY OF NEW SOURCE CODE INTO ESCROW

If at anytime during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the Licensed Software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

2.334 VERIFICATION

The State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

2.335 ESCROW FEES

The Contractor will pay all fees and expenses charged by the Escrow Agent.



2.336 RELEASE EVENTS

The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

- (a) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;
- (b) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
- (c) The Contractor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.

2.337 RELEASE EVENT PROCEDURES

If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in this **Section**, then:

- (a) The State shall comply with all procedures in the Escrow Contract;
- (b) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
- (c) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

2.338 LICENSE

Upon release from the Escrow Agent pursuant to an event described in this **Section**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

2.339 DERIVATIVE WORKS

Any Derivative Works to the source code released from escrow that are made by or on behalf of the State shall be the sole property of the State. The State acknowledges that its ownership rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.



Article 4 – Required Contractor Information

4.010 Contractor Information

4.011 COMPANY INFORMATION

State the full name and address of your organization and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If applicable, indicate whether it is licensed or registered to operate in the state of Michigan.

Name:	LabLynx, Inc.			Web Page:	www.lablynx.com	
Address:	PO Box 724207	City:	Atlanta	State:	GA	Zip: 31139
Legal Status:	Corporation	Years in business?	10.5	Phone:	770-859-1992	
State Incorporated:	Georgia	Registered in Michigan?		No		
Sales volume for last five years:			Greater than \$5 Million			

4.012 VENDOR CONTACT DURING RFP PROCESS

Name:	John Jones			e-mail	jhones@lablynx.com	
Address:	P.O. Box 724207	City:	Atlanta	State:	GA	Zip: 31139
Phone:	770-859-1992 x109	Fax:	678-391-6982	Mobile:	770-312-9600	

AUTHORIZED CONTRACT SIGNATORY

Person named will be sole contact for your company to receive the Contract. Include the name and telephone number of person(s) in your company authorized to expedite any proposed contract with the State.

Name:	John Jones	Title:	President	Phone:	770-859-1992 x109
Name:		Title:		Phone:	

4.014 PRIOR EXPERIENCE/PAST PERFORMANCE

Describe three prior experiences considered relevant to your firm’s ability to successfully manage a contract as defined in this RFP. Include sufficient detail to demonstrate the relevance of this experience. Experiences should include project/client description, cost, starting and completion dates, name, address, and phone number of the responsible official of the customer organization who may be contacted.

The State will include in our evaluation the relevancy of the experience, compatibility of the experience to the current solicitation and the performance record of the experience. The State reserves the right to verify all submissions and perform further background checks of experience and performance. Background or reference checks might include other prior experiences not submitted as a response to this section.

Agency and Buyer should insert any specific requirements for experience, such as the number of years in industry, certifications, etc.

**Contractor's Response**

a. Georgia Department of Agriculture
Mark McMillan, Agriculture Manager II
(229) 391-2556
3150 U. S. Highway 41 South
Tifton, GA 31793

A longtime customer of LabLynx, GDA was experiencing slowness of the system, system unavailability and other IT-related issues with the LIMS installed onsite on their servers. They contracted to move the system to be hosted by LabLynx at our state-of-the-art SAS 70 Type II certified data center. Performance has been outstanding since then, with delivery of guaranteed 99.9% up time and significantly increased speed and overall performance, at the same time relieving their in-house IT of the responsibility for the LIMS, allowing better effectiveness with other areas.

The transfer took one day and cost only the wages of one LabLynx employee: $\$150 * 8 = \1200 .
GDA seed testing has been successfully hosted by LabLynx for 3 years now. Due to the success of the hosted ELab LIMS, they are now in the process of bringing all of the other lab departments onto the hosted LIMS.

2. SamTec, Inc.
<http://www.samtec.com>
Dave Tiller, Contractor
Dave.tiller@samtec.com
(502) 592-8795
P.O. Box 1147
New Albany, IN 47150

SamTec was having trouble with access through their own IT department to the LIMS whenever any changes or work needed to be done, as well as frequent poor performance. Performance and reliability have been significantly improved by transfer to LabLynx hosting.

The transfer was accomplished in one week at a cost of $\$150 * 40 = \6000 . SamTec has been a successfully hosted customer for one year.

3. Aegis Food Laboratories
<http://www.aegisfoodlabs.com>
Stacie Albenesius, LIMS Administrator
salbenesius@aegisfoodlabs.com
(605) 232-0157 ext 2234
224 N Derby Lane
North Sioux City, SD 57049

AFL were seeking to reduce costs and the IT department wished to reduce their workload in order to provide better quality services, so they opted to convert to LabLynx hosting of the ELab LIMS. Performance and reliability have been significantly increased, cost savings have been realized and any issues have been resolved more swiftly due to reduced barrier to maintenance.

The transfer took one day at a cost of $\$150 * 8 = \1200 .
AFL have been successfully hosted for one year.

In all cases IT efficiency has been increased, performance improved and costs reduced. By not escalating a simple procedure to the status of a major project, each of these customers experienced these marked benefits in a matter of a day or at most a week. This may be contrasted with the State of Michigan approach which, unfortunately, has burdened the contractor with major project-level administrative and bureaucratic requirements that force – in our view unnecessary – costs onto the LIMS provider, which in turn escalates the cost to the State. This escalation is on the order of nearly 100 times more cost than two of these three experiences. Technically, LabLynx hosting and maintenance surpass the requirements referenced by the State. Administratively, LabLynx will need to create new SOPs specifically and exclusively for MDARD, adding to the annual costs about \$10,000, plus an initial estimated \$25,000. It should be noted that the existing LabLynx SOPs have been audited successfully under 21 CFR part 11 and College of American Pathologists.



These cost factors include:

- 1.104 L Auditing Requirements. Unknown costs estimated at \$30,000
- 1.201 B. 4. Additional Security and Background Check requirements. Travel, wages and fees for ICHAT, drug tests and fingerprinting estimated at \$10,000 per employee: \$10,000 * 5 = \$50,000
- Microsoft Project Plan or equivalent. 2 hrs @ \$150 = \$300
- 1.302 Reports. LabLynx may be required to produce up to five reports for a single day's actual work – discretion is solely with DTMB Project Manager
- 1.402 Risk Management plan

4.015 STAFFING

The written proposal should indicate the competence of personnel whom the Contractor intends to assign to the project as specified Section 1.201. Qualifications will be measured by education or experience, with particular reference to experience on projects similar to that described in the RFP. For all personnel identified in Section 1.201, Contractor must provide resumes, which must include detailed, chronological work experience.

Agency and Buyer should insert any specific requirements for staff, the as number of years in industry, any license or certification requirements of staff, etc.

Contractor's Response

Please see Appendix A – Resumes.

Contractor must provide a list of all Subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning Subcontractor's organization and abilities.

Contractor's Response

LabLynx will not be using subcontractors.

4.016 CONTRACT PERFORMANCE

Termination for default is generally the exercise of the Government's contractual right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations. If the Contractor has had a contract terminated for default in the last three years, Contractor must submit full details below. If the Contractor has not had a contract terminated for default in this period, Contractor must affirmatively state this in the proposal. DMB Purchasing Operations will evaluate each incident and, at its sole discretion, may reject Contractor's proposal.

Contractor's Response

Contractor has not had a contract terminated for default.

4.017 PLACE OF PERFORMANCE

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

Place of Performance - Full address	Owner/Operator of facility to be used	Percent (%) of Contract value to be Performed at listed Location
2400 Lake Park Drive, Smyrna, Georgia 30080	LabLynx, Inc.	100%



4.018 DISCLOSURE OF LITIGATION

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, Contractor (and each Subcontractor) must disclose to the State any material civil litigation, arbitration or proceeding to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) 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 hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Contractor's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as the. 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.

Contractor's Response
None

4.019 USE OF OTHER SOURCES AS SUBCONTRACTORS

Persons with disabilities: Will the Contractor purchase supplies and/or service from a business owned by persons with disabilities in the performance of a Purchase Order or Contract for this solicitation?

Yes *(Not applicable – no supplies to be purchased)* No If Yes, complete the table below for each such business.

Community Rehabilitation Organizations: Will the Contractor purchase supplies and/or service from a community rehabilitation organization in the performance of a Purchase Order or Contract for this solicitation?

Yes *(Not applicable – no supplies to be purchased)* No If Yes, complete the table below for each such organization.

4.020 SERVICES NEEDED IN PERFORMANCE – PRINCIPLE PLACE OF BUSINESS

The Contractor certifies that any services procured to perform work under a Purchase Order or Contract for this solicitation will be purchased from a business whose principle place of business is in the State of Michigan.

Yes *(Not applicable. No services will be procured to perform work for this Solicitation)* No

4.021 SUBCONTRACTORS NEEDED IN PERFORMANCE OF CONTRACT – PRINCIPLE PLACE OF BUSINESS

The Contractor certifies that Subcontractors will be used to assist the company to perform work required under a Purchase Order or Contract for this solicitation.

Yes No

4.022 FORMER STATE EMPLOYEES

Contractor certifies that no former state employees that will be involved in the performance of a Purchase Order or Contract for this solicitation.

Yes No



4.023 MIDEAL - EXTENDED PURCHASING

(Not required if it is Mandatory that contract be available to MiDEAL members)

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. The Contractor is requested to complete the attached "Non-State Agency Statement" to indicate a willingness to supply commodities to these authorized local units of government, school districts, etc. as well as to the State departments and agencies.

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

NON-STATE AGENCY STATEMENT

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of the DMB-Purchasing Operations, that the final approval to utilize any contract in this manner must come from the contract vendor.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. Inasmuch as these are non-state agencies, all purchase orders will be submitted by, and invoices will be billed to, the authorized MIDEAL member who will remit payment on a direct and individual basis in accordance with contract terms will remit payment

Contractor must indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any contract resulting from this Request for Quotation from State of Michigan authorized MIDEAL members. It is the responsibility of the contractor to ensure the non-state agency is an authorized MIDEAL member before extending the state contract price.

CONTRACTOR MUST CHECK ONE BOX BELOW

Commodities and/or services on this Request for Quotation will be supplied to State of Michigan departments and agencies, and authorized MIDEAL Program members according to the terms and prices quoted. A complete listing of eligible participants in the MIDEAL Program will be provided if this option is selected.

Commodities and/or services on the Request for Quotation will not be supplied to State of Michigan authorized MIDEAL members. We will supply to State of Michigan departments and agencies only.



LABLynx, Inc.'s principle place of business is within the State of Michigan (zip code: 31139) Agree Disagree

3.7.3.2 LABLynx, Inc.'s principle place of business is outside the State of Michigan, however contracted service (s)/commodity are provided by a location within the State of Michigan (zip code: 31139) Agree Disagree

3.7.3.3 LABLynx, Inc. does not qualify as a Michigan business (name of state company resides in: GA) Agree Disagree

3.7.4 Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000.

3.8 Additional Information:

3.8.1 Utilization of Business Concerns - It is the desire of the State that small business concerns, veteran-owned business concerns, persons with disabilities-owned business concerns, and disadvantaged business concerns, have the maximum practicable opportunity to participate in performing State contracts, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems.

3.8.1.1 LABLynx, Inc. agrees to cooperate to the fullest extent possible in the awarding of subcontracts. The Company further agrees to cooperate in any studies or surveys as may be conducted by the State to determine the extent of the Company's participation with this effort. Agree Disagree

3.8.2 Owners and Officers:

3.8.2.1 LABLynx, Inc. is publically traded. If "No" please enter all owners or officers that hold a 25% interest or more in the table below. If there are no owners or officers that hold at least a 25% interest or more in the company please enter Various, Various, 100 in the columns below respectfully. You will need to click on the "Add" button to the right of each row in order to save the information you entered. Yes No

Owners and Officers				Options
Name	Title	% of Interest or Ownership		
John Jones	President	10		Submitted 12/16/2010 09:58 AM
Allen Jones	Owner	90		Submitted 12/16/2010 09:58 AM
				<input type="button" value="Add"/>

3.8.3 Employee and Subcontractor Citizenship:

3.8.3.1 LABLynx, Inc. certifies that all employees, contractors, subcontractors, and any other individual involved in the performance of a Purchase Order/Contract, are citizens of the United States, legal resident aliens, or individuals with valid visa. If "No" please enter all employees that are not citizens of the United States, legal resident aliens, or individuals with valid visa in the table below. You will need to click on the "Add" button to the right of each row in order to save the information you entered. Yes No

Employee and Subcontractor Citizenship			Options
Employee Name	Title		
			<input type="button" value="Add"/>

4.0 Certifications and Assurances:

4.1 I, **John Jones, representing LABLynx, Inc.**, make the above certifications and assurances as a required element of participation in responding to solicitations for the State of Michigan. The facts affirmed here and the continuing compliance with these requirements and all requirements of any solicitation are conditions precedent to award and/or continuation of any Agreement(s).

John Jones, President

Name of Bidder / Contractor / Supplier

LABLynx, Inc.

Company Name

(770) 859 - 1992 Ext. 109

Telephone and Extension of Authorized Signer

12/16/2010

Date Certifications and Representations Submitted

de
our



Appendix A

PERSONNEL RESUME TEMPLATE

The Contractor must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the Contractor/subContractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the Contractor must provide a letter signed by the DTMB Project Manager releasing the individual from the project.

PERSONNEL RESUME TEMPLATE	
Proposed Resource Name:	John Jones
Proposed Classification:	<i>Project Manager</i>
Key Personnel:	Yes
If resource is associated with a subContractor provide name of company:	None
Percentage of time resource will be allocated to project:	10%

List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the year(s) the experience was acquired. The experience requirements for the key Personnel are provided in Section 1.201 of RFP. The Contractor needs to ensure that all of the requirements as defined in the RFP are filled in the “Required Skills” column and the corresponding/relevant experience is filled in the “Contractor’s Response” column. However, for additional staff, use some or all of the requirements (as a guideline) in Section 1.101. However, for relevant skills for any position not mentioned in the RFP, the Contractor can leave that cell under the “Required Skills” column empty and fill the relevant experience of the resource in the cell under the “Contractor’s Response” column, such that this experience would be relevant and useful for the project. Contractors need to ensure that non-relevant experiences are excluded. Points may be penalized if the Contractor tries to fill non-relevant or incorrect experiences for a proposed resource.

Required Skills	Contractor’s Response	Time Period
<i>Description of duties and responsibilities: i.e.: Training Coordinator – Duties & Responsibilities: Training plan with schedules; Provide training classes for ‘train the trainers’, end users, and administrators; Develop manuals; Process for updating training manuals.</i>	<i>Description of skills and experience Name of project and years of experience: i.e.: Lead Training Coordinator for DNR VMS Project – involved developing a training plan and coordinating schedules for train the trainers, end users, and administrator training. Developed an on-line reference manual and hard copy manual with a process for future updates. Time: 6 month project.</i>	<i>i.e.: 1-1-05 through 6-30-05.</i>
See below	See below	
<p>John’s professional experience is in the area of process automation. Process automation areas include industrial systems, laboratory systems and business systems. His education in Chemical Engineering and Chemistry and professional work experience in these areas along with his strong self developed skills in software development and design came together in the early 1990’s with the creation of a software consulting firm to help automate business operations in labs, engineering firms, general business and industrial, chemical plants.</p> <p>During the formative years of the software consulting business the main focus was on technology and processes and over time and through the addition of highly skilled and qualified developers and engineers to the firm, John’s personal focus shifted to developing my marketing, sales and business management skills. Those new skills were developed by experience and the school of hard knocks by risking his personal funds and assets on each and every business venture. While his technical skills were very important in developing the business, the business skills acquired through real world experience are what have made his various business ventures sustainable.</p> <p>John’s goals are now focused on building LabLynx, Inc. into a multi-faceted Business Ecosystem that is focused upon the Laboratory industry and specifically on Laboratory Informatics. The end goal is to expand LabLynx through organic growth and disruptive technologies and business practices that will give LabLynx a distinct business and technical advantage in the market place and propel it to the undisputed leadership position in the Laboratory Informatics Industry.</p> <p>Specialties: Technical Expertise: LIMS, LIS, Laboratory Informatics, Laboratory Automation, Full SDLC experience Industry Expertise: Agriculture, Environmental, Life Sciences, Manufacturing Q/C, Research, Government, Forensics, Material Testing, Mining, Semiconductors, Food & Beverage.</p> <p>Business Expertise: Venture Development, Contract Development & Negotiation, Accounting/Finance/Tax Planning, Business Planning, Viral Marketing, Social Network Marketing, Creative Writing, Sales Lifecycle</p>		



List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the Contractor and identified key personnel authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>date started on project</i>	End Date: <i>date rolled off project</i>
Client/Project: <i>Client, with contact information (i.e.: address, phone #s , and email address), and project name</i>	
Employer: <i>identify employer at the time of experience</i>	
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>	
Description: <i>brief description of responsibilities for the project. Include software version</i>	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION AND TRAINING

Education	
Degree	University of South Alabama, BSChE, BSCH, 1989
Program	
University	<i>(include address)</i>

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	
Topic/Description	
Date completed	

PERSONNEL RESUME TEMPLATE	
Proposed Resource Name:	Jeremy Dowling
Proposed Classification:	<i>System Architect/Technical Lead</i>
Key Personnel:	Yes
If resource is associated with a subContractor provide name of company:	n/a
Percentage of time resource will be allocated to project:	25%



List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the year(s) the experience was acquired. The experience requirements for the key Personnel are provided in Section 1.201 of RFP. The Contractor needs to ensure that all of the requirements as defined in the RFP are filled in the "Required Skills" column and the corresponding/relevant experience is filled in the "Contractor's Response" column. However, for additional staff, use some or all of the requirements (as a guideline) in Section 1.101. However, for relevant skills for any position not mentioned in the RFP, the Contractor can leave that cell under the "Required Skills" column empty and fill the relevant experience of the resource in the cell under the "Contractor's Response" column, such that this experience would be relevant and useful for the project. Contractors need to ensure that non-relevant experiences are excluded. Points may be penalized if the Contractor tries to fill non-relevant or incorrect experiences for a proposed resource.

Required Skills	Contractor's Response	Time Period
<i>Description of duties and responsibilities:</i> <i>i.e.: Training Coordinator –</i> <i>Duties & Responsibilities:</i> <i>Training plan with schedules;</i> <i>Provide training classes for 'train the trainers', end users, and administrators;</i> <i>Develop manuals; Process for updating training manuals.</i>	<i>Description of skills and experience</i> <i>Name of project and years of experience:</i> <i>i.e.: Lead Training Coordinator for DNR VMS Project –</i> <i>involved developing a training plan and coordinating schedules for train the trainers, end users, and administrator training. Developed an on-line reference manual and hard copy manual with a process for future updates. Time: 6 month project.</i>	<i>i.e.:</i> <i>1-1-05 through</i> <i>6-30-05.</i>
See below	See below	

Skills Matrix

General and Lab Skills	Software Skills
Chromatography	Agilent Chemstation
Capillary Electrophoresis	LabLynx LIMS
Mass Spectrometry	Microsoft Office Suite: Word, Excel, PowerPoint, Access, Frontpage, Visio, Project
IR, UV-Vis Spectroscopy	Corel Wordperfect
Dissolution, Disintegration	Waterloo Maple
Karl Fischer water analysis	Collabnet Sourceforge
Pharmaceutical Stability setup, maintenance, management	Adobe Photoshop
Photostability: ICH Q1B	Databases / SQL: Paradox, OpengreSQL, MySQL, MS Sql Server, Oracle
Quality system and testing compliance with federal regulations, including cGMP, ICH, FDA, USP	Software Languages: Agilent Chemstation Macros, MS Excel VB , BASIC, C++ , Java, assembly, PHP, HTML, JavaScript , OpenGL, C#/VB.net , VBS
Technical writing	PC / Server building
Lab operations management	Operating Systems: Windows 95/98/ME/NT/2000/XP/Vista, Windows 2003 Server Advanced and Standard, Linux SuSE, Linux Redhat
	Networking, including DHCP, DNS, File server for Windows, Samba File shares on Linux, Active Directory and Group Policies, IIS, Terminal Services, VNC, PPTP VPN, NTP, SSH, and others
	Mail servers: Exchange 2007, hMailServer, Squirrelmail web mail interface
	VMWare Server
	Web Servers: IIS , JBoss, Apache, TomCat
	Web Site Building: Dreamweaver, MS Visual Studio Express , DotNetNuke , Joomla, Coppermine

Work History

- ◆ *LabLynx, Inc. (February 2008 to Present)*
 Primary role to date with LabLynx has been focused on installation and configuration of software needed to help launch and build upon the product line offered by LabLynx, including WebLIMS and LIMSforge. Design and management of the development of a relatively new Help Desk and time management system has been part of this.
 Management of projects related to ELab development and installation have also been roles carried out, including a file monitor application and iServerManager. Input to the quality system has also been an ongoing task.
- ◆ *PharmAssist Analytical Laboratory, South New Berlin, NY (1994-2008)*
 Latest responsibilities involved design and administration of Windows and Linux servers to support the information



needs of the laboratory, application support, macro development, and computer systems validation. This included coordination of the installation of the LabLynx laboratory information management system. The system design and installation was an ongoing process as the company grew from just three people when, to currently nearly 20 people. This provided PharmAssist with the state of the art systems the company has needed and will continue to depend on as it grows. Additionally, these allow PharmAssist to more efficiently comply with the current federal regulations relevant to the various aspects of the business. Fully electronic project handling is now a tangible possibility in this historically paper based company. Another achievement included the development of the SOPs handling the IT program at PharmAssist, which handled common business needs such as security and disaster planning, as well as software validation.

Publications

- ◆ Dowling, J.*, Crowther, J., Venturini, A., Schlecht, S. (November 2003), Analytical Affinity Chromatography of IgG Antibodies, talk given at Eastern Analytical Symposium, Somerset, NJ
- ◆ Dowling, J.*, V. Jakubek, R. Hartwick(October 2006), Multidimensional Reversed Phase and Size Exclusion Chromatography Solutions for the Characterization of Peptide and Protein-Based Pharmaceutical Products, talk given at Northeast Regional ACS Meeting, Binghamton, NY
- ◆ Crowther, J., Dowling, J., Hartwick, R.*, Ciccone, B., Performance Qualification of HPLC Instrumentation in Regulated Industries, LCGC, May, 2008

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the Contractor and identified key personnel authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>See above</i>	End Date: <i>date rolled off project</i>
Client/Project: <i>Client, with contact information (i.e.: address, phone #s , and email address), and project name</i>	
Employer: <i>identify employer at the time of experience</i>	
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>	
Description: <i>brief description of responsibilities for the project. Include software version</i>	

Start Date: <i>See above</i>	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

Start Date: <i>See above</i>	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION AND TRAINING

Education	
Degree	B.S. <i>Cum Laude</i> , Chemistry, Binghamton University, Binghamton, NY LC/MS Short Course, Eastern Analytical Society, Somerset, NJ LearnDell.com, Course 2279: Planning, Implementing and Maintaining a Microsoft Windows Server 2003 Active Directory Infrastructure, online course Chromatography Course, Binghamton University, Binghamton,
Program	
University	<i>(include address)</i>



Technical or Professional Training	
Course Name	See above
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	See Above
Topic/Description	
Date completed	

PERSONNEL RESUME TEMPLATE	
Proposed Resource Name:	James Ian MacDonald
Proposed Classification:	<i>Programmer/Analyst, Data Base Administrator</i>
Key Personnel:	Yes
If resource is associated with a subContractor provide name of company:	
Percentage of time resource will be allocated to project:	25%

List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the year(s) the experience was acquired. The experience requirements for the key Personnel are provided in Section 1.201 of RFP. The Contractor needs to ensure that all of the requirements as defined in the RFP are filled in the “Required Skills” column and the corresponding/relevant experience is filled in the “Contractor’s Response” column. However, for additional staff, use some or all of the requirements (as a guideline) in Section 1.101. However, for relevant skills for any position not mentioned in the RFP, the Contractor can leave that cell under the “Required Skills” column empty and fill the relevant experience of the resource in the cell under the “Contractor’s Response” column, such that this experience would be relevant and useful for the project. Contractors need to ensure that non-relevant experiences are excluded. Points may be penalized if the Contractor tries to fill non-relevant or incorrect experiences for a proposed resource.

Required Skills	Contractor’s Response	Time Period
<i>Description of duties and responsibilities: i.e.: Training Coordinator – Duties & Responsibilities: Training plan with schedules; Provide training classes for ‘train the trainers’, end users, and administrators; Develop manuals; Process for updating training manuals.</i>	<i>Description of skills and experience Name of project and years of experience: i.e.: Lead Training Coordinator for DNR VMS Project – involved developing a training plan and coordinating schedules for train the trainers, end users, and administrator training. Developed an on-line reference manual and hard copy manual with a process for future updates. Time: 6 month project.</i>	<i>i.e.: 1-1-05 through 6-30-05.</i>
See below	See below	

Skills Matrix

Skill	Skill	Skill	Skill
MS Office	Design	SOAP	Training Design & Delivery
ADO	Triggers	JavaScript	Visual Interdev
VBScript	Active X	XML	WIN NT
HTML	DTS	ASP	Crystal Reports 7, 8
SQL Server	WIN 2000	Oracle 8, 9i, 10g	Visual Basic 6.0
T-SQL	TOAD	PL-SQL	
Stored Procedures	COM	Indexing	

Work History



- ◆ *Agrilink Foods, Inc – Data Migration, Support* Responsible for designing and developing a nightly migration system to move data from their mainframe application to the new LIMS system. This processes is fired off nightly and keeps the two system in sync. Has also provided various support for Agrilink over the life of the project.
- ◆ *Broward County, FL – Lead Development, Implementation, Support* Ian has been involved from the beginning on the BRO project. He has been the lead developer for any additional COTS and or custom functionality for this project. Ian has also been involved in the implementation of the application and provided support over the life of the project.
- ◆
- ◆ *Chemical Products Corporation – Implementation, Support* Ian has been involved from the beginning on the CPC project. He has also been involved in the implementation of the application and provided support over the life of the project.
- ◆ *Coachella Valley Water District – Project Management, Configuration, Development/Customization, Support* For CVW Ian was briefly (several months) responsible for managing the project. This included creating schedules and estimates for the client. During this period he was also building custom reports and fielding all of the support calls.
- ◆ *Food Microbiological Laboratories – System Design, Implementation Planning, Implementation, Support* Ian was involved with the design and implementation of much of the FML system. He helped implement their custom COA reporting module and have been handling most of the support on the project since they went live.
- ◆ *General Motors Corporation – Customization/Development* Ian's initial involvement in the GM project was in 2000 and involved building custom reports in Crystal 7 and 8 to match reports coming from their older system. He was again involved with GM in 2005 and 2006 converting their LabLynx version 4 application to the latest version 6. This also included some new custom functionality for report generation and emailing.
- ◆ *Georgia Department of Agriculture Seed Lab – Customization, Configuration, Support, QA/Testing* Ian was involved in the initial phases of the application building and integrating reports into the system. Later in the project life he provided support and testing for parts of the application.
- ◆ *Michigan Dept. of Agriculture – Customer Liaison, Development, Training, Implementation, Support* Ian has been involved from the beginning on the MDARD project. He has been both lead point of contact and developer on this project. Ian has been responsible for any new COTS or custom development, user training, implementation and support.
- ◆ *Northeast Ohio Regional Sewer District – Customer Liaison, Development, Research/ Planning, Implementation, Training* Ian has been the primary point of contact and developer on this application since early 2004.

He has handled all facets of this project from requirements gathering to implementation and training. NEO is a possibly our largest customer with millions of results entered through the LIMS since June of 2004. Over that time they have required many new COTS and custom features that Ian have developed and implemented for them. Some of those areas include instrument interfacing, self-monitoring data imports, custom reports, surcharge calculations and reporting, PIMS violation management, inventory management, scheduled sample creation and warehousing.
- ◆ *Printpak, Inc – Implementation, Support* Ian has been involved from the beginning on the PRI project. He has also been involved in the implementation of the application and provided support over the life of the project.
- ◆ *US Customs Service – Development/Customization, Scheduling, Implementation, Customer Liaison* Ian was initially the primary contact on a U.S. Customs change request that involved many improvements to the existing LabLynx LIMS. He was responsible for the entire implementation of this change request. It was a 3 month project that involved both custom reports as well as custom functionality in the LIMS.

Other Experience

- ◆ *Developer – ASP, SQL Server and Crystal Reports Developer (2002 - Present) – LabLynx*, Participated in database design and Development on Core LIMS Application. Participated in design and development of Core LIMS Data Entry. Participated in design and development of Training and Tracking Module. Responsible for upgrades, patches, general development and project implementation support.
- ◆ *Lead VB, COM and SQL Server Developer (2001 – 2002) – Eworker Technologies* Lead Developer on JobFlowCore System (NT Service, SOAP Receiver, Agent and Manager Exes). Database design and Management, COM object creation and modification, Client Training on JobFlow System
- ◆ *Lead ASP, COM, SQL Server and Crystal Reports Developer (1999 - 2001) – Atlanta Systems Consultants*, Lead Developer for JovenTech Project; Lead Developer for U.S. Customs LIMS Change Request; Lead Developer for Support System (in-house application for tracking quality control, communication, man-hours and workflows); Lead



Support and Crystal Development for Sanders Labs, Hygiea, DLZ, Insight Labs, Metamatrix, ABC Labs, UEC Labs, Fairfax County Water System, City of Atlanta Water System, U.S. Customs; ASP creation, modification and debugging; Crystal Reports creation, modification and debugging; Requirements Gathering, Client Technical Support; Trained Employees and Clients

- ◆ *Contract Visual Basic Programmer (1999 – 1999) – Asset Protection & Assoc.*
Created customized shop report application that allows rapid release of shop reports to clients, simplifies report process, and saves each report in document format.

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the Contractor and identified key personnel authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>See above</i>	End Date: <i>date rolled off project</i>
Client/Project: <i>Client, with contact information (i.e.: address, phone #s , and email address), and project name</i>	
Employer: <i>identify employer at the time of experience</i>	
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>	
Description: <i>brief description of responsibilities for the project. Include software version</i>	

Start Date: <i>See above</i>	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

Start Date: <i>See above</i>	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION AND TRAINING

Education	
Degree	Virginia Tech, Blacksburg, Virginia – 1987-1991, Bachelor of Science, Business Marketing Management Ameritrain – Atlanta, Georgia – February-March, 1999, MCSD Training
Program	
University	<i>(include address)</i>

Technical or Professional Training	
Course Name	See above
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	See above
Topic/Description	
Date completed	



PERSONNEL RESUME TEMPLATE	
Proposed Resource Name:	Alan Vaughan
Proposed Classification:	(Project Manager, Business Analyst, Architect, Lead Programmer/Developer, Database Developer, Training Coordinator, Documentation Specialist etc.)
Key Personnel:	Yes
If resource is associated with a subContractor provide name of company:	n/a
Percentage of time resource will be allocated to project:	10%

List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the year(s) the experience was acquired. The experience requirements for the key Personnel are provided in Section 1.201 of RFP. The Contractor needs to ensure that all of the requirements as defined in the RFP are filled in the "Required Skills" column and the corresponding/relevant experience is filled in the "Contractor's Response" column. However, for additional staff, use some or all of the requirements (as a guideline) in Section 1.101. However, for relevant skills for any position not mentioned in the RFP, the Contractor can leave that cell under the "Required Skills" column empty and fill the relevant experience of the resource in the cell under the "Contractor's Response" column, such that this experience would be relevant and useful for the project. Contractors need to ensure that non-relevant experiences are excluded. Points may be penalized if the Contractor tries to fill non-relevant or incorrect experiences for a proposed resource.

Required Skills	Contractor's Response	Time Period
<i>Description of duties and responsibilities: i.e.: Training Coordinator – Duties & Responsibilities: Training plan with schedules; Provide training classes for 'train the trainers', end users, and administrators; Develop manuals; Process for updating training manuals.</i>	<i>Description of skills and experience Name of project and years of experience: i.e.: Lead Training Coordinator for DNR VMS Project – involved developing a training plan and coordinating schedules for train the trainers, end users, and administrator training. Developed an on-line reference manual and hard copy manual with a process for future updates. Time: 6 month project.</i>	<i>i.e.: 1-1-05 through 6-30-05.</i>
See below	See Below	

Professional Work History (1992-Present)

Skills Matrix

Skill	Skill
ng, Proofreading. Editing	MS Project
ing & Marketing Video & online Production	Visio
ing Design & Delivery	SQL
inical Writing	AS/400
ds Assessment	Voice-over talent
inical Support	Adobe Premiere video/audio editing s/w
Illation diagnosis/troubleshooting	Sound Forge
omer Relations/Support	Pointecast
ware Configuration/LAN Installation	Demo Builder
Office Applications (Word, Excel, Outlook, Works	Live video recording
erPoint	Live audio recording
isher	Studio video editing
98, Me, NT, 2000, XP	Studio audio editing
be Acrobat	General studio production (lighting/audio/camera etc.)

Work History

- ◆ LabLynx Inc., Atlanta, GA (March 2006 to Present)



Research, develop and produce training and marketing materials, including audio-visual web presentations, manuals, website content for laboratory information management system product (ELab LIMS). Provide support for customers, track issues and coordinate resolution. Create and coordinate LIMS (Laboratory Information Management System) implementation project schedules, including deliverables, tasks, invoicing. Respond to RFPs (write proposals).

Function as company liaison with customers, outside parties. Responsible for all marketing and documentation content and messages/positioning.

- **Broward County** – Issue management, proposal. Coordinated resource allocation for issues arising. Provided proposal elements for extension of ELab to Medical Examiner’s office
- **Chemical Products Corporation** - Customer support, issue mgt. & scheduling. Provided first-line customer liaison and technical support/issue management and resolution. Engineered timely completion of project tasks and created & coordinated schedule of additional project. Continuing training support.
- **Food Microbiological Laboratories** – Customer/tech support. First line issue management and resolution for continuing customer.
- **Georgia Department of Agriculture** – Customer support, schedule management. Provided first-line technical support, schedule management and associated documentation. Functioned as customer liaison.
- **Michigan Department of Agriculture** – Customer support, schedule management. Provided first-line technical support, schedule management and associated documentation. Functioned as customer liaison.
- **Northeast Ohio Regional Sewer District** – Customer support, schedule management. Provided first-line technical support, schedule management and associated documentation. Functioned as customer liaison.
- **Printpak, Inc** – Customer support, schedule management. Provided first-line technical support, schedule management and associated documentation. Functioned as customer liaison.

Other Experience

- ◆ Signature Consulting, Memphis, TN (2003-2005)
 Technical Trainer. Software system implementation. Researched, customized and delivered training on comprehensive proprietary ERP solution. AS/400-based, including service reporting/ tracking, AR and AP, sales, personnel, payroll and associated reporting and management tools. Flexible approach; rapid, accurate assessment of target training group, and configuration and delivery of most effective and efficient training courses. Demonstrate and train equipment, software and processes.
- ◆ Knowledge-In-Process, Marietta, GA 2002-2005
 Trainer/Writer Course Developer. Conceived, wrote, edited and managed training courses and materials targeted to varied groups, both technical and non-technical in nature. Responsible for all aspects of training: needs assessment, strategy conception, production, delivery and effectiveness monitoring.
- ◆ CallCTI, Woodstock, GA 2001-2002
 Sr. Software Trainer/Consultant/Technical Sales. Performed strategic ERP/Contact Center needs assessment, customized course delivery and executed training of database integration/management software for Fortune 50 clients -- including Bank of America, VISA, American Express, Maytag, Amtrak, and others. Facilitated client requirements for real-time and historical information aggregation and management within the Contact Center environment. Responsible for the development of "highest-return" course strategy, mapped to client objectives and targeted performance metrics.

Applied expertise in metrics and performance measurement solutions, comprising graphical SQL statement-building and Delphi logic constructs, digital dashboard GUI, and use of proprietary logic controls and visual controls to create custom management tool views.

Created customized client reporting functionality and Internet/intranet publishing requirements as required by project scope. While on customer site, demonstrated flexibility in adjusting consultation and training delivery for widely varied skill levels among client personnel trainees.

Tactical training included manual-based, hands-on classroom methodology supported by PowerPoint, interactive demos, video and other multi-media tools. Post-course analysis survey and client satisfaction consistently excellent.



Wrote, directed, produced and presented video and CBT training tool for international in-house and client use. Continuously created and updated course materials as required.

In addition to external customer consultation and training, executed in-house employee product training, for developers, users, management etc.

- ◆ TechPlanet , Atlanta, GA 2000-2001
Partner. Technical sales and consultation, service, research and training for small to mid-size businesses. Included all hardware, software and Internet/intranet issues, SDSL and ADSL implementation and management, WIN NT/95/98/2000, NT client/server, LAN setup and configuration, security permissions/access, proprietary requirements. Setup, installed PC's, installed/updated/performed troubleshooting for software/hardware, complete office systems.
- ◆ Granada UK Ltd., United Kingdom (1996 to Jan 2000)
Senior Technical Support Advisor and Training Manager. Senior technical helpdesk advisor for Granada UK, Britain's leading commercial broadcast and television production conglomerate, based at corporate HQ. Responsibilities included troubleshooting operational performance and feature requirements of both digital and analog needs for customers--across full range of satellite, video and television installations. Responsible for design, development and implementation/presentation of technical Call Center training courses. Identified training issues and structured course strategies accordingly. Designed and implemented new course and strategies. PC and hands-on Call Center workstation setup, combined with multimedia presentation. Significant statistical improvement in all areas of Call Center performance resulting from these strategies.

Publications

Wrote and produced web presentations:

- ◆ Marketing & informational tool, the "LIMSKit," including various tutorial and informational flash presentations, available at <http://go.limskit.com/>
- ◆ "[LIMS: The Laboratory ERP](#)"
- ◆ "LABLynx, Inc. - A Guide to the Company"
- ◆ "LIMS Foundation Technologies"
- ◆ "LIMS System Architecture"
- ◆ Over 100 online audiovisual presentations – script, voiceover and production

Wrote & designed LABLynx.com and webLIMS.com website content pages:

- ◆ <http://www.lablynx.com>
- ◆ <http://weblims.com/>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the Contractor and identified key personnel authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>See above</i>	End Date: <i>date rolled off project</i>
Client/Project: <i>Client, with contact information (i.e.: address, phone #s , and email address), and project name</i>	
Employer: <i>identify employer at the time of experience</i>	
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>	
Description: <i>brief description of responsibilities for the project. Include software version</i>	

Start Date: <i>See above</i>	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	



Start Date: See above	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION AND TRAINING

Education	
Degree	B.S., Mass Communications/Broadcast Journalism, Virginia Commonwealth University, Richmond, VA Social Science/Sociology Associate Degree program, Tidewater Community College, Portsmouth, VA
Program	
University	<i>(include address)</i>

Technical or Professional Training	
Course Name	See above
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	See above
Topic/Description	
Date completed	



Appendix – B
Hosting Requirements

Hosting vendor’s proposal must state whether it will meet, or not meet, the following listed requirements. Each requirement must be answered individually. Sufficient response must be made to indicate how each requirement will be met, or how it can comply with modification, or provide details if it does not meet the requirement. Include any additional comments that will assist the State in evaluating the hosting vendor’s capacity to provide the requested services in compliance with identified requirements. Note: In the third column codes where the default is ‘M’andatory unless otherwise noted as optional. Hosting vendor to complete columns four and five. In column four the vendor will indicate if they are able to comply with the requirement, or not. Vendor to add comments in column five to provide additional information for the JEC to consider as well as any extenuating circumstances, or reason for noncompliance with the requirement.

#	Hosting Requirements	Mandatory unless noted otherwise.	Yes/No	Vendor Comments
	Service Level Agreement			
1	Capacity The hosting solution must accommodate the current LabLynx application’s use and capacity as well as an expected growth rate of 10% per year. The hosting infrastructure must be scalable by design in order to accommodate increased capacity if necessary.		Y	The proposed LabLynx hosting environment is running at less than 80% capacity in terms of computing power, storage capacity and bandwidth. Our general rule is to not let resource utilization exceed 50% of capacity.
2	Response Time The hosting vendor, with assistance as needed from the maintenance vendor, will insure that both online inquiry and online update will be completed within thirty (30) seconds, or less, for web pages which do not involve report generation and thirty (30) minutes, or less, for those that generate reports, ninety percent (90%) of the time. 10. Measurement – Time will be measured from the time the request arrives at the web server until the final response leaves the web server. 11. Acceptable Performance – 99.7% compliance with target service level. 12. Period of Review – Monthly 13. The hosting vendor will install monitoring software to provide response time measurements as requested by the DTMB Project Manager, Maintenance Vendor, or the MDARD Project Coordinator. 14. The system will be available for use Monday – Friday 8:00am – 5:00pm EDT		Y	LabLynx can provide the guarantee that the application will meet or exceed the performance currently being experienced by the MDARD lab users. With respect to item d, We will utilize a 3 rd party monitoring service which independently monitors the site for up-time and responsiveness. There are no agents installed on the server.
3	Back-up and Restore The hosting system must perform full volume back-ups on a weekly basis and <i>incremental back-ups each evening</i> . The system must perform on-request back-ups as needed by the State, or the Maintenance Vendor. The system must be able to restore from back-ups that allow the recovery of the current state of the LabLynx application as well as the database. Backups must be kept for 30 days.		Y	
4	Procedures The hosting vendor must provide the State with copies of their system and application software back-up/recovery procedures.		Y	This will be provided if LabLynx is selected.
5	Software & Data Escrow		Y	The State of Michigan already has the



#	Hosting Requirements	Mandatory unless noted otherwise.	Yes/No	Vendor Comments
	The hosting vendor must maintain a copy of updated versions of the LabLynx application program and updated copies of the database with a third party escrow agent for release to the State in the event the hosting vendor is unable to continue their contractual obligations for any reason. The cost of the escrow will be responsibility of the hosting vendor.			source to all of the application and therefore, Escrow is not needed. If the State does not have the latest source, LabLynx will provide that to the State and will provide updates as they are available that match the system in production.
6	Off-site media storage The hosting vendor must develop, maintain, and execute off-site media storage procedures for archival and recovery purposes, utilizing an authorized off-site third-party Contractor(s), for all back-up media, including: <ul style="list-style-type: none"> • Log and track media both on and off-site • Perform required rotation of media • Pay all fees and costs associated with off-site media storage 		Y	This is already in place. However, LabLynx does not use any removable media. LabLynx maintains a separate data center for off-site backups and disaster recovery.
7	Redundancy The contractor must provide redundancy in all critical system components such as network devices, network communication paths, processors, data storage, application files etc, to ensure that no single point of failure will disrupt continuation of operations. The hosting Vendor must design and document network redundancy to handle a failure situation at the active site. There must not be any single points of failure.		Y	
8	Hardware and Software Planning and Installation The hosting vendor must provide documentation related to proposed technology design changes; that will be reviewed and approved by the DTMB Project Manager, or other appropriate State staff.		Y	
9	Vendor Cooperation The State designated maintenance Contractor is primarily responsible for managing application problems however; the hosting vendor must provide assistance to the State staff and maintenance Contractor staff with regards to the amelioration of application problems.		Y	
10	Issue Tracking The hosting vendor must provide a web based issue tracking system which will be used by the State staff and the hosting vendor. The hosting vendor will create problem records in the issue tracking system within 15 minutes of the discovery of the issue.		Y	
11	Issue Response Time The hosting vendor will respond to hosting related issues raised by the State staff within three (3) business days. The response will include the following: The result of the vendor's investigation of the issue. The proposed solution. The amount of time to execute the solution. Any planned interruptions of service needed to execute the solution.		Y	The LabLynx response time far exceeds this requirement. Our goals are set to 4 hours, not 3 business days.
12	Tracking Obligations The hosting vendor is not required to track issues relating to		Y	LabLynx proposed to be both the hosting and maintenance vendor. We use the



#	Hosting Requirements	Mandatory unless noted otherwise.	Yes/No	Vendor Comments
	the Maintenance vendor's obligations.			same tracking system for both aspects.
13	Document Maintenance The hosting vendor and State staff must maintain the documentation of any applications operating procedures. The contractor must keep procedures and documentation updated at a State Of Michigan site.		Y	
14	System Software The hosting vendor must coordinate, install, configure, maintain, and uninstall System Software.		Y	
15	System Software Fixes The hosting vendor must monitor availability of System Software fixes and implement such fixes as appropriate including such tasks as: <ul style="list-style-type: none"> • Acceptance testing (shared responsibility with State staff) • Verification process (shared responsibility with State staff) • Actual installation • Production requirements (shared responsibility with State staff) 		Y	
16	System Problem Reporting The hosting vendor is responsible for tracking, managing, and communicating system problems to the State.		Y	
17	Third Party Products & Tools The hosting vendor must install, configure, maintain, and upgrade third party products and tools as needed.		Y	
18	System Troubleshooting The hosting vendor must perform Troubleshooting / problem resolution for System Software, networking and other issues that are not related to maintenance of the functionality of the hosted application.		Y	
19	Technical Assistance The hosting vendor must provide technical assistance to the State when requested.		Y	
20	Performance Issues The hosting vendor will perform load balancing, performance tuning, and configuration adjustments to optimize existing Hardware/environment at the request of the DTMB Project Manager.		Y	LabLynx does this regularly as part of its maintenance of the systems and software without the need for request. However, should the PM request it because of a reported performance issue, we will certainly be doing this.
21	Hardware Upgrades The vendor must implement system performance improvements, such as regularly scheduled hardware upgrades.		Y	Hardware upgrades take place every 3 years.
22	Maintenance Assistance When requested by the State, the hosting vendor must provide performance management assistance/support for the hosted application and work with the maintenance vendor to augment required changes.		Y	This is not a problem since LabLynx proposes to be both the software maintenance vendor and the hosting vendor.
23	Performance Monitoring The hosting vendor must provide performance statistics reporting tools to allow the State and maintenance Contractor to tune the hosted application.		Y	This is included with the hosting account and since LabLynx proposes to fill both rolls, this is not an issue.



#	Hosting Requirements	Mandatory unless noted otherwise.	Yes/No	Vendor Comments
24	<p>Help Desk The hosting vendor must provide help desk support on an 8:00am – 5:00pm EDT basis via telephone. The help desk staff must provide assistance related to all hardware, network infrastructure, applications, system software, and hosted file issues.</p>		Y	
Disaster Recovery				
25	<p>Disaster Recovery Plan The hosting vendor must maintain and provide copies of a recommended Disaster Recovery Plan to the DTMB Project Manager within 15 days of the issuance of this contract. This plan is to be followed when the system becomes unusable.</p>		Y	
26	<p>Recovery Time Objective (RTO) is the duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity. (This must conform to requirement #3.) The RTO must be no greater than one (1) day.</p>		Y	
27	<p>Recovery Point Objective (RPO) Describes the acceptable amount of data loss measured in time. The RPO must be no greater than one (1) day prior to the disaster event.</p>		Y	
28	<p>Annual Review of Plan After the acceptance of the initial Disaster Recovery Plan by the State the hosting vendor must review and update the Disaster Recovery Plan at a timeframe designated by the DTMB Project manager. The DTMB Project manager will approve the initial plan and each subsequent update.</p>		Y	
29	<p>Warm Site Recovery Services The hosting vendor must provide a warm site to recover the critical elements of the hosted application during a declared disaster. In the event of a disaster the system will continue to operate at the warm site until such time that an active site is reestablished.</p>		Y	
30	<p>Disaster Recovery Site Location The recovery site must be on a different power grid and must be in a different geographic location than the active site. (It is the State's preference that the recovery site is a minimum distance of 50 miles from the active site, but this requirement may be modified at the discretion of the DTMB Project Manager.)</p>		Y	
31	<p>Disaster Recovery Back-ups - System The hosting vendor must perform weekly back-ups of all System Software, Configurations, and other Critical Software.</p>		Y	
32	<p>Disaster Recovery Back-ups - Application The hosting vendor must schedule and execute monthly back-ups for all LabLynx components. If the hosting vendor</p>		Y	



#	Hosting Requirements	Mandatory unless noted otherwise.	Yes/No	Vendor Comments
	installs maintenance, enhancement, or any programmatic changes a back-up will be performed prior to the action being performed.			
33	Disaster Recovery Test Plan The hosting vendor, with input from the State and the maintenance vendor must create and maintain a test plan for conducting an annual Disaster Recovery Test for the LabLynx system. The state will approve the test plan annually at the discretion of the DTMB Project Manager.		Y	
34	Disaster Recovery Test The hosting vendor must conduct an annual Disaster Recovery Test that will adequately demonstrate the Contractor's ability to recover the LabLynx program and data, transfer of operations to a recovery site and communicate with the State's IT staff. The maintenance vendor and State staff will be actively involved in executing the disaster recovery test.		Y	
35	Support Personnel The hosting vendor must supply the personnel and programs necessary for the maintenance of the Disaster Recovery Plan and the annual testing of the plan.		Y	
36	Disaster Recovery Test Platform The hosting vendor must provide a Disaster Recovery (DR) test platform sufficient to execute the DR Test Plan and test the recovery of Configurations, Critical Software, and related Application Software data.		Y	
37	Disaster Recovery Test Dates The hosting vendor, with input from the State and the maintenance vendor must schedule the annual disaster recovery test dates and test locations. The State requires forty-eight (48) hours of test time per year.		Y	
38	Disaster Recovery test during transition period The hosting vendor must conduct an initial Disaster Recovery Test during the first six months of this contract that will adequately demonstrate the Contractor's ability to recover the LabLynx system, transfer of operations to a recovery site and communicate with the State's IT staff. State staff will be actively involved in executing the disaster recovery test. Failure to conduct such testing will be grounds for termination of this contract.		Y	
39	During the scheduled test During the scheduled test the hosting vendor must perform the following tasks: a. Conduct testing by performing test recovery of designated configurations and critical software as defined in the Disaster Recovery Test Plan b. Communicate with recovery site as required before, during, and after completion of testing to adequately conduct and document all testing c. Test and verify environment integrity and functionality. The State and maintenance vendor will be involved in testing functionality as well. d. Provide written confirmation that the software and files from the Recovery Site were removed at the conclusion		Y	



#	Hosting Requirements	Mandatory unless noted otherwise.	Yes/No	Vendor Comments
	of test. e. Document and track findings to closure, and provide post test results to the State. The State will be involved in documenting findings as well. f. Create and execute an action plan addressing any problems identified in the execution of the DR Test Plan, and provide the State a copy of such plan. g. Provide a Final Report on the annual DR Test to the DTMB Project Manager.			
40	During a Declared Disaster During a declared disaster the hosting vendor must perform the following tasks: a. Provide immediate notice of any Disaster which has occurred, which may occur, or of events which may lead to a Disaster, via verbal contact with one or more of the State's designated representatives. b. Take immediate action to prepare the recovery site for use and provide the resources necessary for recovery of the Configurations and Critical Software; utilizing capacity which is equivalent to the current State configuration or better. c. Provide operational and technical service and assistance sufficient to restore and operate the LabLynx application as defined within the Disaster Recovery Plan. d. Deliver to the recovery site all off-site back-up media necessary to perform Disaster Recovery. e. Deliver to the recovery site off-site back-up media necessary to allow the State to recover Application Software data within the recovery time objective. f. Furnish all supplies and storage media which are included in the scope of DR or the contract. g. Pay all costs associated with off-site back-up media, including transportation to and from the storage facility and the recovery site. h. All travel and living expenses incurred by the hosting vendor personnel in the performance of the Disaster Recovery are the responsibility of the hosting vendor. i. Provide written confirmation that all State data and programs were removed from the recovery site computers once normal services at the main hosting site are resumed. j. Utilize the maintenance vendor's assistance as needed during a disaster recovery.		Y	
41	Planned Outage If an outage outside of normal maintenance window is expected, the DTMB PM contact must be notified one week in advance once the vendor is aware of the requirement, if possible.		Y	
42	Unexpected Outage If an unexpected outage occurs, the DTMB PM contact must be notified immediately after the outage has occurred.		Y	
Database Management/Support				



#	Hosting Requirements	Mandatory unless noted otherwise.	Yes/No	Vendor Comments
43	<p>Database Management</p> <p>The hosting vendor must provide database management support including providing physical database review / support / modification. The hosting vendor must provide application database management and must, at minimum, perform the following services:</p> <ul style="list-style-type: none"> • Table reorganization, synchronization, and compression activities, as needed, to ensure optimum application performance. • Table space and directory structure management activities. • Ensure ongoing data integrity maintenance at the database table level. • Any other activities, as needed, to ensure the integrity and optimal performance of the database. 		Y	
44	<p>Database Maintenance</p> <p>The hosting vendor must provide Data Base Management System (DBMS) maintenance, including security and performance management.</p>		Y	
45	<p>Database Performance</p> <p>The hosting vendor must provide DBMS performance utilization tracking.</p>		Y	
Security and Confidentiality				
46	<p>Security Standards</p> <p>Supply the same or an equivalent level of security as described below:</p> <ol style="list-style-type: none"> The network must be protected by server anti-virus enterprise software. Anti-virus software must be updated with the latest virus definitions as they are released by the software publisher. The server(s) must be scanned by DTMB prior to being placed in service and on a yearly basis, or more frequent, as designated by the DTMB Project Manager or other State staff. The network must be protected from hacking by firewalls and intruder detection software, as well as manual monitoring of incoming traffic. 		Y	
47	<p>Firewall</p> <p>Firewall configurations which meet, or exceed, the States standards.</p>		Y	
48	<p>Documentation Management</p> <p>The hosting vendor must ensure documentation, electronic files, and data are developed, used, and maintained in a secure manner, protecting the confidentiality of all materials, records, and files.</p>		Y	
49	<p>Security Controls Document</p> <p>The hosting vendor must create and maintain documentation of the overall security controls to be implemented on the LabLynx system. The documentation must be based on the ISO/IEC 27002:2005 standard, clearly define security related responsibilities of each party, and must be reviewed and approved by each party annually.</p>		Y	



50	Facility Access Restrictions The hosting vendor must restrict access to the hosting vendor Facilities to authorized personnel.		Y	
51	Hardware Access Restrictions The hosting vendor must protect Hardware at hosting vendor Facilities from unauthorized access.		Y	
52	Security Safeguards The hosting vendor must implement commercially reasonable security safeguards to protect the integrity, and to prevent unauthorized access to, the State systems, Application Software, systems files and State Data within the hosting environment or off-site archiving location(s).		Y	
53	Protection Improvements The hosting vendor must continually identify, report to the State, and implement protection improvements for the vendor operating environment and resources (e.g. Unauthorized access, malicious updates).		Y	
54	Site Access The hosting vendor must grant State-specified group access to the hosting site as requested and authorized by the DTMB Project Manager.		Y	
55	Staff Changes The hosting vendor must remove vendor personnel with security-level and/or group level authorities within 1 day of the individual(s) no longer needing that authority. The hosting vendor must perform an annual review of hosting vendor personnel and remove authorities that are no longer necessary.		Y	
56	Hosting Personnel Listing The hosting vendor must provide State Information Security manager a list of vendor personnel who have access to State information resources on a semi-annual basis.		Y	
57	Rights Termination The vendor and State staff must delete inactive logon Ids of vendor and State personnel/users after six months of non-use of such Ids.		Y	
58	Unauthorized Access Monitoring & Reporting The hosting vendor must monitor users of the hosting location for attempted unauthorized access. The vendor must monitor, review and respond to access violations and will log security alerts and notification activity. Notification of all attempted, or successful, access violations must be made to the DTMP Project Manager as soon as they are identified by the hosting vendor.		Y	
59	Compliance Monitoring The hosting vendor must provide annual verification of strict compliance with all reasonable State security policies and procedures. The verification process will be established with input from the hosting vendor.		Y	



60	<p>Ongoing Security Reviews The hosting vendor must perform ongoing security reviews of vendor resources and operational/service delivery groups to verify that appropriate security procedures are in place, including:</p> <ul style="list-style-type: none"> • Review, test and evaluate products that are being introduced into the current State environment, to verify that such products are set up to prevent compromise of vendor or State data, access, security resources or information • Review, test, evaluate and implement/install security Software products at the request of the State and/or recommend such products to the State 		Y	
61	<p>Security Certification The hosting vendor must obtain and provide a third-party certification annually regarding the level of security practiced by the Vendor and based on the COBIT framework which must include the following:</p> <ol style="list-style-type: none"> a. IS Risk Assessment b. Digital Signatures c. Intrusion Detection d. Viruses and other Malicious Logic e. Control Risk Self-assessment f. Firewalls g. Irregularities and Illegal Acts h. Security Assessment (penetration testing, vulnerability analysis, and effectiveness of controls) 		Y	This can only be done assuming that the State specifies the 3 rd party certifying agency prior to issuance of an RFP.
62	<p>SAS 70 The hosting vendor will make available for review any SAS audit reports which they have completed.</p>		Y	The SAS 70 reports must be viewed by the State at our data center. Copies cannot be let out of the data center facility.
Other				
63	<p>Maintenance Vendor Staff The hosting vendor will provide access to the systems to the maintenance vendor's staff for the completion of their obligations under contract.</p>		Y	
64	<p>Space/Operating Environment</p> <ol style="list-style-type: none"> a. The hosting environment, including air conditioning, must meet all published manufacturer's guidelines and manufacturers' recommendations for all application system equipment during the term of this Contract. b. The hosting environment must be equipped with UPS protection and back-up generation capability throughout the entire term of this contract. Such protection must cover the entire server operations area including climate control system, lighting, consoles, LAN, WAN, and phone system, and meets all manufacturers' requirements. c. All servers must be protected by an Uninterruptible Power Supply allowing the Vendor to manage power during a short term outage, or to provide several hours of emergency power to the most critical systems. 		Y	
65	<p>Hardware and software must be refreshed prior to reaching end of life and being unsupported, unless continued use is approved by the State.</p>		Y	



Appendix – C
Maintenance Requirements

Maintenance vendor’s proposal must state whether it will meet, or not meet, the following listed requirements. Each requirement must be answered individually. Sufficient response must be made to indicate how each requirement will be met, or how it can comply with modification, or provide details if it does not meet the requirement. Include any additional comments that will assist the State in evaluating the maintenance vendor’s capacity to provide the requested services in compliance with identified requirements. Note: In the third column codes are defined as: M = Mandatory and O = Optional. Maintenance vendor to complete columns four and five.

#	Maintenance Requirements	Mandatory or Optional	Yes/No	Vendor Comments
66	Maintenance of Software The maintenance vendor is responsible for providing remedy to all break/fix issues with regards to the LabLynx application and auxiliary programs.		Y	
67	Response Time The maintenance vendor shall respond to each issue raised by the MDARD Project Coordinator within three (3) business days. Response will include: <ul style="list-style-type: none"> • Results of investigation of cause. • Proposed solution. • Time estimate to remediate the issue. • Potential work around to be used until remediation. • Planned interruptions of service to institute the solution. 		Y	
68	Core Program Updates The maintenance vendor will provide all upgrades to the LabLynx software’s core modules as released by LabLynx. These will be sent to the hosting vendor for subsequent installation, testing and promotion to the production environment.		Y	
69	Hosting Vendor Disaster Recovery Support The maintenance vendor must provide operational and technical service and assistance to the hosting vendor sufficient to restore and operate all LabLynx applications as defined by the Disaster Recovery Plan.		Y	



70	<p>Web Interface & Stored Procedure Source Code All code created by the maintenance vendor, either stand alone, or as modification to existing web components, database procedures, or any other parts of the LIMS outside of the proprietary code of the LabLynx application shall be the sole property of the State. The maintenance vendor will supply the State with copies of all code changes, or creations, with full documentation as to the reason for the change and the expected outcome. The contractor must keep documentation updated at a State Of Michigan site.</p>		Y	<p>LabLynx will provide the documentation to the State, but the State will be responsible for placing it on a State site.</p>
71	<p>Hosting Problem Remediation The State designated maintenance Contractor is primarily responsible for managing application problems however; the maintenance vendor must provide assistance to the State staff and hosting vendor staff with regards to the management of hosting problems.</p>		Y	
72	<p>Defect Tracking System The Maintenance vendor must provide a web based issue tracking system which will be used by the State staff and the vendor. The MDARD Project Coordinator, or designee, will add problems to the tracking system. The maintenance vendor will add problem records in the issue tracking system within 15 minutes of the discovery of the issue.</p>		Y	
73	<p>Issue Tracking Exception The Maintenance vendor is not required to track issues relating to the hosting vendor's obligations.</p>		Y	
74	<p>Help Desk Support The Maintenance vendor must provide help desk support on an 8:00am – 5:00pm EDT basis via telephone. The help desk staff must provide assistance related to all LabLynx software issues.</p>		Y	
75	<p>Disaster Recovery Test Plan The hosting vendor, with input from the State and the maintenance vendor must create and maintain a test plan for conducting an annual Disaster Recovery Test for the LabLynx system. The hosting vendor may, at the discretion of the DTMB Project Manager, use their existing Business Continuity and Contingency Plan as a starting point for the project's DR plan. The state will approve the test plan annually at the discretion of the DTMB Project Manager.</p>		Y	



76	<p>Disaster Recovery Test The hosting vendor must conduct an annual Disaster Recovery Test that will adequately demonstrate the Contractor's ability to recover the LabLynx program and data, transfer of operations to a recovery site and communicate with the State's IT staff. The maintenance vendor and State staff will be actively involved in executing the disaster recovery test.</p>		Y	
77	<p>Documentation Standards The maintenance vendor must ensure documentation, electronic files, and data are developed, used, and maintained in a secure manner, protecting the confidentiality of all materials, records, and files. The contractor must keep documentation updated at a State Of Michigan site.</p>		Y	
78	<p>Hosting Response The maintenance vendor will provide assistance to the hosting vendor and State staff in the determination of the causes of system response degradation.</p>		Y	



Appendix – D

Enterprise Architecture Solution Assessment	
Contact Info & Purpose (vendor version)	
<p>The purpose of the EA Solution Assessment is to document architectural details of proposed IT solutions in order to determine compatibility with the overall SOM architecture. DTMB /SOM activities which require an Assessment include: the purchase of new licenses, contracting for software development services, purchase of new software components, installation of new software components, the purchase of new hardware components or the use of DTMB staff resources on any project beyond the design phase. All vendor proposals and new contracts must be accompanied by an Assessment, documenting the architectural details of the proposed solution. Vendor should complete all areas except where indicated.</p>	
Vendor Version 2.2	
Solution/Project Name	<SOM complete by SOM prior to inclusion in RFP>
RFP Name/Number	<SOM complete>
Date Submitted	<SOM complete>
Vendor Name	LabLynx, Inc.
Vendor City and State	Smyrna, GA
Vendor Phone No.	770.859.1992
Vendor eMail	jhjones@lablynx.com
A brief description of the proposed solution and business purpose/process. <i>(please keep the description brief)</i>	<SOM complete>
Additional description of the solution and business purpose. <i>(please expand the row as much as needed)</i>	<p>This project is the simple transfer of the existing ELab LIMS database to LabLynx’s dedicated state-of-the-art, SAS70 Type II certified data center for superior availability, reliability, security and cost-effectiveness. It is to be performed in compliance with all applicable SOM standards, regulations and policies. LabLynx will then be responsible for the IT/database maintenance support and warranty, upgrades of hardware and software, etc. There is no charge for this transfer other than hourly work involved and SOM compliance costs. The actual work can be performed within 1-2 weeks assuming necessary SOM access and test/accept functions are performed in timely fashion. Once completed, it may be continued for as long as annual maintenance/support/warranty agreement remains in place. SOM has full access to the database as required and copies may be made in addition to regular backup when requested.</p>



Enterprise Architecture Solution Assessment		
Architecture Overview (vendor version)		
Select all that apply ✓ (vendor complete)	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. . Check ✓ the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
	1	Server/Application Hosting
✓	Internally Hosted	
	Externally Hosted	
	Internally & Externally Hosted	
2	User Interface Type	Comments (e.g. version or release)
✓	Browser	
	Citrix	
	Client	
	Mobile Browser	
	Mobile Client	
	Terminal	
	Other (explain =>)	
3	Supported Browsers (internet)	Comments
✓	Internet Explorer 6.x (intranet)	
	Firefox 3.0.x (internet)	
	Chrome 3.0 (internet)	
	Safari 4.x (internet)	
	Other (explain =>)	
4	Data Exchange Interface	Comments (e.g. version or release)
	EDI (industry protocol)	
✓	Flat File (private protocol)	
✓	Web Service	
✓	XML	
	Other (explain =>)	
5	System Access	Comments
✓	Internal (SOM)	
	External (public)	
	External (authorized)	
	Mixed (internal-external)	
6	User Access	Comments
✓	Internet	
	Intranet	
	Local Government (LGNet)	
	Public facing internet	
	Kiosk terminal	
	Vendor Net	
✓	VPN	
	Other (explain =>)	
(continued)		



Enterprise Architecture Solution Assessment		
Architecture Overview (continued)		
Select all that apply ✓ (vendor complete)	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. . Check ✓ the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
	7	Data Classification
	Non-sensitive	
	Sensitive w/ personal ID info	
✓	Sensitive w/ no personal ID info	
	Not classified	
	Other (explain =>)	
8	PCI-DSS Compliance Needed?	Comments
	Yes	
✓	No	
9	Data Audit Trail Implementation	Comments
✓	Application Code	
	Database Audit Files	
	Database Triggers	
	Stored Procedures	
	Other (explain =>)	
10	IT Services (Centers of Excellence)	Comments
✓	x86 Virtualization	
	Address Verification	
	Business Objects Reporting	
	Extract Transform Load (ETL)	
	Citrix Virtualization	
11	Enterprise Data Storage	Comments
✓	SAN	
	CAS / NAS	
	Internal Disk	
	Other (explain =>)	
12	Database (RDBMS)	Comments
✓	MS SQL Server 2008	
	MySQL 5.1	
	Oracle 11g	
	TeraData A28V2R6.2 / 12.0	
✓	Other (explain =>)	SQL 2005
(continued)		



Enterprise Architecture Solution Assessment		
Architecture Overview (continued)		
Select all that apply ✓ (vendor complete)	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. . Check ✓ the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
	13	Database Modeling Tools
	Erwin 7.x	
✓	MSSQL Server Mgmt Studio (match db)	
	MySQL Workbench (match db)	
	Oracle Designer (match db)	
	TeraData Utilities (match db)	
	Other (explain =>)	
14	Development Framework	Comments
✓	.NET Framework 3.5	
	Java J2EE 5.x	
	Other (explain =>)	
15	Development Platform	Comments
	Eclipse 3.x	
	Hibernate 3.x	
	IBM Websphere Integration Developer 6.x	
	Microsoft SilverLight Expression 2.x	
✓	Microsoft Visual Studio 2008	
	Oracle JDeveloper 11g	
	Spring 2.5	
	Struts 2.x	
	XML Spy 2009	
✓	Other (explain =>)	E Lab iStudio
16	Development Language	Comments
✓	ASP .NET	
	CSS Level 2	
✓	Microsoft C#	
✓	Microsoft VB.Net	
	Java	
	JavaScript	
	JDK 6.x	
	PHP 5.2	
✓	Other (explain =>)	Classic ASP
(continued)		



Enterprise Architecture Solution Assessment		
Architecture Overview (continued)		
Select all that apply ✓ (vendor complete)	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check ✓ the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
17	Markup languages	Comments
✓	HTML 4.x	
	XML Schema 1.1	
	XSLT 2.0	
	XHTML 2.0	
18	Presentation (Web) Server	Comments
	Apache HTTPD 2.2.x	
	IBM Websphere IHS 6.1	
✓	Microsoft IIS 7.0	
	Other (explain =>)	
19	Application Server	Comments
✓	.NET Framework 3.5	
	IBM WebSphere 6.1	
	JBoss 5.x	
	Oracle C4J	
	Other (Explain)	
20	HW Platform	Comments
✓	Dell	
	HP	
	IBM AIX	
	Sun	
	Unisys Mainframe	
	x86 Virtualization	
	Other (explain =>)	
21	Server OS	Comments
	Linux Redhat Enterprise Server 5.x	
	Linux SUSE Enterprise 10.x	
✓	Microsoft Windows 2008	
	Unix HPUX 11i v3	
	Unix Sun Solaris 10.x	
	VMWare vSphere 4	
	Other (explain =>)	
(continued)		



Enterprise Architecture Solution Assessment		
Architecture Overview (continued)		
Select all that apply ✓ (vendor complete)	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check ✓ the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
	22	Comments
	Document Management	
	EMC Documentum 6.5	
	FileNet Content Services 5.4	
	FileNet Document Mgmt P8	
	HP Trim (standard)	
	PaperPort 10	
	MS SharePoint Server 2007 EE	
✓	Other (explain =>)	n/a
23	Centralized Printing	Comments
	DMB consolidated print center	
✓	Other (explain =>)	n/a
24	Testing Tools	Comments
	Junit 4.x	
✓	LoadRunner 9.x	
	Microsoft Team Foundation System	
	Quick Test Pro 10.x	
	Selenium 1.x	
	Other (explain =>)	
25	Identity Management (network)	Comments
✓	Active Directory 2008	
	Other (explain =>)	
26	Identity Management (application)	Comments
	Novell e-Dir 8.8.x	
✓	Other (explain =>)	ELab
27	Project Management	Comments
	Clarity 12.0	
✓	MS Project 2007	
	Other (explain =>)	

(continued)



Enterprise Architecture Solution Assessment		
Architecture Overview (continued)		
Select all that apply ✓ (vendor complete)	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. . Check ✓ the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
	28	Requirements Gathering
	Compuware Optimal Trace 5.x	
	Microsoft Office	
	Microsoft Visio	
	SUITE/SEM templates	
	Rational Requisite Pro 7.1	
	Serena Dimensions 2009 R1.x	
✓	Other (explain =>)	LIMSspec
29	Design Tools	Comments
	Microsoft Visio	
✓	MSSQL Server Mgmt Studio (match db)	
	Rational Rose 7.0	
	Serena Prototype Composer 2009 R1.x	
	Other (explain =>)	
30	Version Control	Comments
	Microsoft Team Foundation System	
	Serena Dimensions (PVCS Mgr) 2009 R1.x	
✓	Subversion 1.6	
	Other (explain =>)	
31	Message Queuing	Comments
	Apache Active MQ 5.3	
	IBM Websphere MQ 6.x, 7.x	
✓	Other (explain =>)	ELab Job Manager
32	Business Integration	Comments
	JBoss SOA 4.3	
	Websphere Message Broker 6.x, 7.x	
✓	Other (explain =>)	n/a

(continued)



Enterprise Architecture Solution Assessment		
Architecture Overview (continued)		
Select all that apply ✓ (vendor complete)	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. . Check ✓ the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
	33	Database Tools
	DBArtisan 8.6	
	Infosphere Information Svr v8.1	
✓	MSSQL Server Mgmt Studio (match db)	
	MySQL Workbench (match db)	
	Oracle Developer Suite (match db)	
	Oracle Enterprise Manager (match db)	
	Oracle SQL Developer (match db)	
	TeraData Utilities (match db)	
	Other (explain =>)	
34	Reporting Tools	Comments
	ActivePDF 2009	
✓	ActiveReports 4.0	
	Crystal Reports XI R2, 2008	
	Crystal Xcelsius 2008	
	Crystal Reports for Eclipse 2.x	
	MSSQL Reporting Services (match db)	
	Oracle Reports (match db)	
	Other (explain =>)	
35	End-User Tools	Comments
	Business Objects (BO) XI R2, 3.x	
	Oracle Discoverer (match db)	
✓	Other (explain =>)	iStudio
36	Deployment Tools	Comments
	Microsoft Team Foundation System 2008	
	Serena Dimensions CM Mover 2009, 2.3	
✓	Other (explain =>)	Elab iStudio

(continued)



Enterprise Architecture Solution Assessment		
Architecture Overview (continued)		
Select all that apply ✓ (vendor complete)	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. . Check ✓ the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
37	Build Tools	Comments
	Apache Ant 1.7.1	
	Apache Maven 2.1.x	
	Microsoft Team Foundation System 2008	
	Serena Dimensions CM Builder 2009 R1.x	
✓	Other (explain =>)	n/a
38	Job Schedulers	Comments
	BL/Sched 5.2	
	Tidal Enterprise Scheduler 5.3.1 & 6.0	
	UC4 Global 5.0	
	UC4 Op Mgr 6.0 & 8.0	
✓	Other (explain =>)	ELab Job Manager
39	GIS Technologies	Comments
	ArcIMS 9.3	
	ArcGIS Server 9.3	
	ArcSDE 9.3	
	Erdas ADE Rel. 2	
	ER Mapper Image Server 7.2	
	Oracle Spatial (match db)	
	Oracle MapView (match db)	
✓	Other (explain =>)	n/a
40	Issue & Defect Tracking	Comments
	Bugzilla 3.2.5 & 3.4.2	
	Clear Quest Chg Mgmt Suite 7.5	
	Microsoft Team Foundation System 2008	
	Serena Mashup Composer 2009 R1.x	
✓	Other (describe =>)	myLablynx.com



Enterprise Architecture Solution Assessment

Disaster Planning (Section to be completed by SOM)

Business continuity requirements.	Describe below
The business requirement(s) that determine the amount of time and the operational availability of the application to the end-user.	The system will be available for use Monday – Friday 8:00am – 5:00pm EDT

Select Only One (1)	Availability Requirement Category – Availability Requirement is divided into three different levels. These levels define the continuous service availability requirements of the application. Based on the following definitions, please indicate the level of availability required for this Business Function / Application.
	Urgent - Business Function / Application outage has potential to cause loss of life or risk of injury to a citizen. 99.99% availability (<45 minutes of downtime / month). If an Urgent priority application is not available, DTMB will work to resolve the incident 7 x 24 x 365. If the incident occurs after normal business hours, on-call staff (where available) will be called in to resolve the incident. DTMB staff will continue to work the issue during and after business hours until the incident is resolved, and the application service restored.
	High – Business Function / Application outage will have a high non-life threatening impact on the public. If this application is not available, there may be an adverse impact on a large number of business clients who use the application. The lack of application availability may also be considered politically sensitive. 99.5% availability (<3.5 hours of downtime / month). DTMB will work to resolve the incident 7 x 24 x 365. If the incident occurs after normal business hours, on-call staff (where available) will be called in to resolve the incident. DTMB staff will continue to work the issue during and after business hours until the incident is resolved, and the application service restored.
✓	Medium – Business Function / Application not meeting the Urgent or High criteria will be assigned Medium priority status; this default will be considered the third priority and reflect a situation where there is no risk of personal injury, and the public is not being directly effected. 98% availability (<15 hours of downtime / month). If there is an issue with a medium priority application, work to resolve the incident will be handled during normal DTMB Business hours (typically 8:00 am-5:00 pm, Monday-Friday). If the problem is not resolved at the end of the business day, staff will return to work the next business day, and continue the resolution process until the service is restored

Recovery Point and Time Objectives

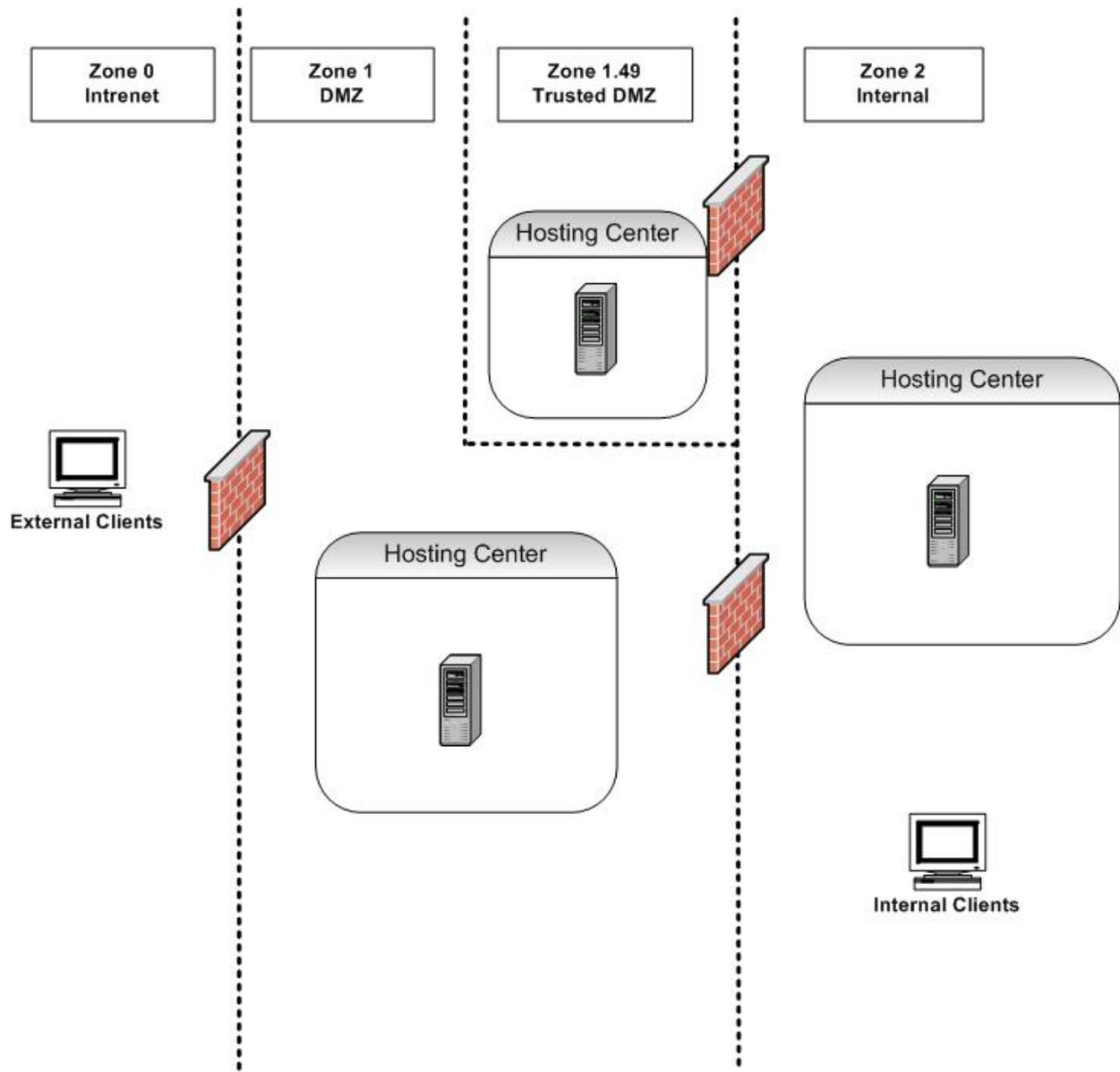
Select Only One (1)	Recovery Point Objective (RPO) is the maximum amount of data loss a business function can sustain during an event.		Select Only One (1)	Recovery Time Objective (RTO) is the maximum amount of time that can elapse until a system / application / function must be returned to service.
	2 hours			2 hours
	4 hours			4 hours
	6 hours			6 hours
	8 hours			8 hours
	24 hours			24 hours
	72 hours			72 hours
✓	Other: two business (2) days		✓	Other: two business (2) days.



Enterprise Architecture Solution Assessment

Server/Network Diagram (vendor version)

Diagrams are useful to illustrate the interaction of technologies. The "Server/Network Diagram" is intended to allow the EA (Enterprise Architecture) Core Team to understand the relationship between the system components. Below is an example illustrating the network components deemed necessary. Vendors may use their own format so long as adequate information is conveyed. ***This is a required diagram for all projects including those which are not hosted by the State Of Michigan. All aspects of the proposed solution's architecture, including virtualization, must be documented. Responses lacking this information will be rejected.***



State of Michigan Network Diagram Example

Network example for illustration only.

Must be completed by vendor



Appendix – E
Cost Analysis

Enterprise Architecture Solution Review

Cost Analysis (vendor version)

No.	Cost Categories	Cost (\$)	Vendor Comments
A.	Initial Migration Cost	45,000	Includes all costs for compliance with Contract terms and to migrate the system to LabLynx Data Center.
B.	Hosting Costs		
	Includes all hosting requirements specified in Appendix – B		
	1. First Year	10,000	
	2. Second Year	10,000	
	3. Third Year	10,000	
C.	Maintenance and support		
	Includes all maintenance and support specified in Appendix – C		
	1. First Year	18,000	
	2. Second Year	18,000	
	3. Third Year	18,000	



Appendix F - END USER HOSTING Terms And Conditions

1. INTRODUCTION

For End User engages LABLynx, Inc., d/b/a weblims.com (“WebLIMS”) to host End User’s data (“Data”) as provided in this End User Hosting Agreement (“EUHA”). To carry out this purpose, the parties agree as follows

2.1 DATA HOSTING WebLIMS will provide dedicated or shared server computers with an Internet address for storage and access of End User’s Data utilizing certain of WebLIMS’ software programs and other open source software programs. End User’s Data must be “server-ready.” During the term of this EUHA, WebLIMS provides End User a non-exclusive license for End User to use WebLIMS’ software programs on the site maintained by WebLIMS. End User may install its own software programs provided that such programs do not violate WebLIMS’ acceptable use policies set forth herein and do not violate this EUHA. Software installed by End User shall not conflict or interfere with WebLIMS’ software installed by the benefit of End User. WebLIMS will provide bandwidth and storage as specified in Exhibit “A.” If End User requires additional bandwidth or storage, WebLIMS will negotiate in good faith to amend this EUHA to provide additional bandwidth or storage for an additional charge, unless WebLIMS’ server computers cannot accommodate the requested bandwidth or storage.

2.2 PAYMENT – Removed. Please refer to Section 2.044 INVOICING AND PAYMENT – IN GENERAL

2.3 ACCOUNT UPDATES

It is the responsibility of End User to maintain accurate billing information with WebLIMS. This may include updated credit card information, email address and mailing address.

2.4 TERM

The term of this EUHA shall be one calendar month and shall automatically roll-over on the same terms as provided herein from month-to-month. This EUHA may be terminated by End User at any time, provided that End User pays WebLIMS in full for its users for whom WebLIMS has provided web hosting access at any time in a calendar month to or at the time of termination.

2.5 DATA BACKUP

End User will have the right and is urged by WebLIMS to back up its own Data on its own computers.

2.6 WEBLIMS SOFTWARE

WebLIMS’ software licensed to End User herein will only be used for End User’s own benefit. End User may not use WebLIMS’ software to provide commercial service bureau functions or to provide laboratory management data services to third parties. End User may not change, alter or modify WebLIMS’ software, create derivative works, translate, reverse assemble, reverse compile, disassemble or in any way reverse engineer WebLIMS’ software. All rights not expressly granted in this EUHA are reserved to WebLIMS.

3. STANDARDS

WebLIMS’ services will conform to the following:

3.1 WebLIMS will provide hosting services for the Data that meet reasonable commercial standards for, among other matters, packet loss, accessibility, latency, availability, and throughput. End User understands that WebLIMS’ hosting facilities are owned and administered by a commercial third party which, in the reasonable opinion of WebLIMS, is able to allow WebLIMS to provide the services specified in this EUHA safely and securely.

3.2 SECURITY AND PRIVACY

WebLIMS will take commercially reasonable steps to prevent unauthorized access to the Data stored on WebLIMS’ server computers. Further, End User acknowledges that its Data will be hosted on the internet. End User shall install and use such password protection as it believes advisable to protect against unauthorized access to its Data. End User agrees and acknowledges that WebLIMS will use networking operating center (NOC) software to monitor the activities of end users, including End User.



3.3 SERVER/NETWORK COMPUTER OUTAGES

WebLIMS will use its best efforts in providing advance notice to End User of scheduled server computer/network outages.

3.4 DISCLAIMERS

WebLIMS provides no equipment, software (other than that provided by WebLIMS), or communication connections to End User.

WebLIMS makes no representations, warranties or assurances that the End User's equipment, software (other than that provided by WebLIMS), and communication connections will be compatible with the hardware and services provided by WebLIMS.

WebLIMS disclaims any liability or responsibility for any software installed by End User, including but not limited to compatibility issues or data damage or loss caused by any such software.

4. OWNERSHIP OF CONTENT

All Data stored by End User on any server or servers provided by WebLIMS shall at all times remain the property of End User. End User grants to WebLIMS a non-exclusive, worldwide license to the Data only to the extent necessary for WebLIMS to host the Data as provided herein. WebLIMS' software programs shall at all times remain owned by WebLIMS, subject to the limited non-exclusive license granted to End User herein during the term hereof.

5. LAWFUL PURPOSE

End User will only use the services provided by WebLIMS for lawful purposes and End User will not store or provide any Data, software, programs or applications or link to or use any material that violates foreign, federal, state or local laws, rules or regulations, this EUHA, any Acceptable Use Policies posted by WebLIMS, or any other WebLIMS' policy.

6. ACCEPTABLE USE POLICIES

Becoming an End User of WebLIMS constitutes an agreement to abide by these End User Hosting Terms and Conditions and the acceptable use policies set forth herein. All

references to WebLIMS in these terms include the WebLIMS' system, network, and its employees, and any third party provider used by WebLIMS. All references to End User include any person or party which uses End User's account.

6.1 End User may not use the WebLIMS' system and services in any way that violates United States federal, state, local, or international law or the rights of others. This prohibits, but is not limited to, any actions of End User which are threatening, obscene or defamatory, which violate trade secret, copyright, trademark or patent rights, which violates rights of privacy or publicity, which result in the spread of computer viruses or other damaging programs or data files, or which violate any export restrictions (including making nonexportable information or software available to foreign nationals as may be prohibited by law). WebLIMS will cooperate fully with law enforcement agencies if criminal activity is suspected.

6.2 End User will obey any acceptable use policies for sites, newsgroups, mailing lists, etc. accessed via the WebLIMS' system or network. End User will not probe, monitor, breach the security of, or attempt to probe, monitor or breach the security of, or otherwise interfere or attempt to interfere with any host, network, or system without the express authorization of the administrator of the host, network, or system.

6.3 End User will not forge, conceal, disguise, or otherwise attempt to alter the identifying characteristics of electronic transmissions originating from its account(s).

6.4 End User will not send unsolicited bulk e-mail or spam e-mail. As a guideline, mailing more than 20 messages simultaneously or in close proximity to individual recipients with whom the sender has no pre-existing relationship or who have not otherwise consented to receiving such e-mail will be considered an



unacceptable transmission which may result in termination of End User's account. Any actions which WebLIMS, at its sole discretion, believes to be an attempt to circumvent the intent of this prohibition shall be treated as a violation of this provision. Such transmissions and the fallout from such transmissions cause significant damage to WebLIMS in terms of resources and staff time as well as reputational damage. Such damages are difficult to calculate in a precise amount.

6.5 End User is explicitly not permitted to set up Internet hosts or daemons on their computer(s) or with the servers or services provided by WebLIMS. End User is not permitted to share or otherwise let others use its account in any way.

6.6 If any software or programs are installed by End User, it shall be End User's responsibility to ensure itself that it has valid software licenses to do so, and shall hold WebLIMS harmless therefrom.

6.7 If WebLIMS finds or suspects, in its sole discretion, that End User is in violation of any rules set out in this section as an acceptable use policy, End User's account may be immediately restricted, suspended, terminated or permanently be canceled. If hosting is terminated, WebLIMS may, in its sole discretion, reinstate hosting upon adequate showing of End User's right to use the Content or User Content.

6.8 WebLIMS may, at its option, remove or delete Data, software or any material (without reimbursement) in violation hereof and/or notify authorities.

6.9 – Removed. Please refer to 2.024 Change Requests

7. TAXES

End User is solely liable for any taxes and fees payable for products or services sold by End User on the Website.

8. MODIFICATION OF SERVICE

WebLIMS reserves the right to modify, add, or remove all services and features of the system at any time. Current end users will receive adequate notice of such changes. In such event, End User will have the opportunity to terminate the remaining term of this EUHA.

9. TERMINATION Removed. Please refer to Section 2.150 Termination/Cancellation

10.1 DISCLAIMER OF WARRANTIES Removed. Please refer to Section 2.120 Warranties

10.2 LIMITATION OF LIABILITY Removed. Please refer to Section 2.220 Limitation of Liability

11. INDEMNIFICATION – Removed. Please refer to Section 2.140 Indemnification

12. ASSIGNMENT – Removed. Please refer to Section 2.029 Assignments

13. MODIFICATION – Removed. Please refer to Section 2.024 Change Requests

14. GOVERNING LAW – Removed. Please refer to Section 2.210 Governing Law

15. SEVERABILITY – Removed. Please refer to Section 2.009 Reformation and Severability

16. ATTORNEYS FEES AND COSTS - Removed

17. ENTIRE AGREEMENT – Removed. Please refer to Section 2.006 Order of Precedence

18. NO WAIVER – Removed. Please refer to Section 2.011 No Waiver of Default

19. RELATIONSHIP OF THE PARTIES – please refer to Section 2.027 Relationship of the Parties



Appendix F - END USER HOSTING Terms And Conditions

1. INTRODUCTION

For End User engages LABLynx, Inc., d/b/a weblims.com (“WebLIMS”) to host End User’s data (“Data”) as provided in this End User Hosting Agreement (“EUHA”). To carry out this purpose, the parties agree as follows

2.1 DATA HOSTING WebLIMS will provide dedicated or shared server computers with an Internet address for storage and access of End User’s Data utilizing certain of WebLIMS’ software programs and other open source software programs. End User’s Data must be “server-ready.” During the term of this EUHA, WebLIMS provides End User a non-exclusive license for End User to use WebLIMS’ software programs on the site maintained by WebLIMS. End User may install its own software programs provided that such programs do not violate WebLIMS’ acceptable use policies set forth herein and do not violate this EUHA. Software installed by End User shall not conflict or interfere with WebLIMS’ software installed by the benefit of End User. WebLIMS will provide bandwidth and storage as specified in Exhibit “A.” If End User requires additional bandwidth or storage, WebLIMS will negotiate in good faith to amend this EUHA to provide additional bandwidth or storage for an additional charge, unless WebLIMS’ server computers cannot accommodate the requested bandwidth or storage.

2.2 PAYMENT – Removed. Please refer to Section 2.044 INVOICING AND PAYMENT – IN GENERAL

2.3 ACCOUNT UPDATES

It is the responsibility of End User to maintain accurate billing information with WebLIMS. This may include updated credit card information, email address and mailing address.

2.4 TERM

The term of this EUHA shall be one calendar month and shall automatically roll-over on the same terms as provided herein from month-to-month. This EUHA may be terminated by End User at any time, provided that End User pays WebLIMS in full for its users for whom WebLIMS has provided web hosting access at any time in a calendar month to or at the time of termination.

2.5 DATA BACKUP

End User will have the right and is urged by WebLIMS to back up its own Data on its own computers.

2.6 WEBLIMS SOFTWARE

WebLIMS’ software licensed to End User herein will only be used for End User’s own benefit. End User may not use WebLIMS’ software to provide commercial service bureau functions or to provide laboratory management data services to third parties. End User may not change, alter or modify WebLIMS’ software, create derivative works, translate, reverse assemble, reverse compile, disassemble or in any way reverse engineer WebLIMS’ software. All rights not expressly granted in this EUHA are reserved to WebLIMS.

3. STANDARDS

WebLIMS’ services will conform to the following:

3.1 WebLIMS will provide hosting services for the Data that meet reasonable commercial standards for, among other matters, packet loss, accessibility, latency, availability, and throughput. End User understands that WebLIMS’ hosting facilities are owned and administered by a commercial third party which, in the reasonable opinion of WebLIMS, is able to allow WebLIMS to provide the services specified in this EUHA safely and securely.

3.2 SECURITY AND PRIVACY

WebLIMS will take commercially reasonable steps to prevent unauthorized access to the Data stored on WebLIMS’ server computers. Further, End User acknowledges that its Data will be hosted on the internet. End User shall install and use such password protection as it believes advisable to protect against unauthorized access to its Data. End User agrees and acknowledges that WebLIMS will use networking operating center (NOC) software to monitor the activities of end users, including End User.



3.3 SERVER/NETWORK COMPUTER OUTAGES

WebLIMS will use its best efforts in providing advance notice to End User of scheduled server computer/network outages.

3.4 DISCLAIMERS

WebLIMS provides no equipment, software (other than that provided by WebLIMS), or communication connections to End User.

WebLIMS makes no representations, warranties or assurances that the End User's equipment, software (other than that provided by WebLIMS), and communication connections will be compatible with the hardware and services provided by WebLIMS.

WebLIMS disclaims any liability or responsibility for any software installed by End User, including but not limited to compatibility issues or data damage or loss caused by any such software.

4. OWNERSHIP OF CONTENT

All Data stored by End User on any server or servers provided by WebLIMS shall at all times remain the property of End User. End User grants to WebLIMS a non-exclusive, worldwide license to the Data only to the extent necessary for WebLIMS to host the Data as provided herein. WebLIMS' software programs shall at all times remain owned by WebLIMS, subject to the limited non-exclusive license granted to End User herein during the term hereof.

5. LAWFUL PURPOSE

End User will only use the services provided by WebLIMS for lawful purposes and End User will not store or provide any Data, software, programs or applications or link to or use any material that violates foreign, federal, state or local laws, rules or regulations, this EUHA, any Acceptable Use Policies posted by WebLIMS, or any other WebLIMS' policy.

6. ACCEPTABLE USE POLICIES

Becoming an End User of WebLIMS constitutes an agreement to abide by these End User Hosting Terms and Conditions and the acceptable use policies set forth herein. All

references to WebLIMS in these terms include the WebLIMS' system, network, and its employees, and any third party provider used by WebLIMS. All references to End User include any person or party which uses End User's account.

6.1 End User may not use the WebLIMS' system and services in any way that violates United States federal, state, local, or international law or the rights of others. This prohibits, but is not limited to, any actions of End User which are threatening, obscene or defamatory, which violate trade secret, copyright, trademark or patent rights, which violates rights of privacy or publicity, which result in the spread of computer viruses or other damaging programs or data files, or which violate any export restrictions (including making nonexportable information or software available to foreign nationals as may be prohibited by law). WebLIMS will cooperate fully with law enforcement agencies if criminal activity is suspected.

6.2 End User will obey any acceptable use policies for sites, newsgroups, mailing lists, etc. accessed via the WebLIMS' system or network. End User will not probe, monitor, breach the security of, or attempt to probe, monitor or breach the security of, or otherwise interfere or attempt to interfere with any host, network, or system without the express authorization of the administrator of the host, network, or system.

6.3 End User will not forge, conceal, disguise, or otherwise attempt to alter the identifying characteristics of electronic transmissions originating from its account(s).

6.4 End User will not send unsolicited bulk e-mail or spam e-mail. As a guideline, mailing more than 20 messages simultaneously or in close proximity to individual recipients with whom the sender has no pre-existing relationship or who have not otherwise consented to receiving such e-mail will be considered an



unacceptable transmission which may result in termination of End User's account. Any actions which WebLIMS, at its sole discretion, believes to be an attempt to circumvent the intent of this prohibition shall be treated as a violation of this provision. Such transmissions and the fallout from such transmissions cause significant damage to WebLIMS in terms of resources and staff time as well as reputational damage. Such damages are difficult to calculate in a precise amount.

6.5 End User is explicitly not permitted to set up Internet hosts or daemons on their computer(s) or with the servers or services provided by WebLIMS. End User is not permitted to share or otherwise let others use its account in any way.

6.6 If any software or programs are installed by End User, it shall be End User's responsibility to ensure itself that it has valid software licenses to do so, and shall hold WebLIMS harmless therefrom.

6.7 If WebLIMS finds or suspects, in its sole discretion, that End User is in violation of any rules set out in this section as an acceptable use policy, End User's account may be immediately restricted, suspended, terminated or permanently be canceled. If hosting is terminated, WebLIMS may, in its sole discretion, reinstate hosting upon adequate showing of End User's right to use the Content or User Content.

6.8 WebLIMS may, at its option, remove or delete Data, software or any material (without reimbursement) in violation hereof and/or notify authorities.

6.9 – Removed. Please refer to 2.024 Change Requests

7. TAXES

End User is solely liable for any taxes and fees payable for products or services sold by End User on the Website.

8. MODIFICATION OF SERVICE

WebLIMS reserves the right to modify, add, or remove all services and features of the system at any time. Current end users will receive adequate notice of such changes. In such event, End User will have the opportunity to terminate the remaining term of this EUHA.



Appending G – END-USER MAINTENANCE AGREEMENT Terms and Conditions

1. INTRODUCTION

This Agreement (EUMA) is intended to be supplementary to the LABLynx End User License Agreement (EULA) between LABLynx, Inc. (“LABLynx”) and End User. The terms and conditions of the EULA and all amendments thereto are hereby acknowledged and reaffirmed. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the EULA.

2. MAINTENANCE

a. Updates: During the Initial or Renewal Maintenance Term(s), LABLynx will furnish all enhancements, upgrades or releases of the Licensed Software (hereinafter “Updates”), and related information and documentation. Updates are released, at the discretion of LABLynx, to provide new features and enhancements to the licensed Software. Updates are also released as needed to correct any significant Software Functionality

Related Issues.

b. Maintenance Support: During the Initial Maintenance Term and any Renewal Maintenance Term(s), LABLynx shall provide the Maintenance Support set forth in this section to End User for recurring failure of the Software to perform in conformity with its specifications (“Software Functionality Related Issues”). The Maintenance Support Services to be provided by LABLynx pursuant to this EUMA are as follows:

(i) Help Desk: LABLynx will provide End User with reasonable help desk assistance during the Support Hours regarding the identification, diagnosis and correction of Software Functionality Related Issues. LABLynx will attempt to resolve any Maintenance Support questions posed by End User. If LABLynx determines and End User agrees that it would be appropriate to do so, LABLynx may defer resolution of a Maintenance Support question until a later time. At its discretion, and with the consent of End User, LABLynx may provide End User with help desk assistance during times other than the Support Hours.

(ii) Home Page: LABLynx will provide End User with access to Maintenance Support information via LABLynx's web site at www.lablynx.com.

c. Support Hours: The Support Hours are: Monday through Friday, 8:00 a.m. through 5:00 p.m. (Eastern Time), excluding the LABLynx, Inc. holidays as defined each December. The most recent LABLynx holiday schedule is available under the Support section of the LABLynx web site, www.lablynx.com.

d. Maintenance Support Procedure

(i) Notification: To obtain Maintenance Support for Software Functionality Related Issues, End User must notify LABLynx immediately of any suspected Software Functionality Related Issue and must provide LABLynx with reasonable detail of the nature of and circumstances surrounding the issue. Software Functionality Related Issue is an issue related to the parameters addressed by the Validation Test. End User agrees that all Maintenance Support calls will be called in to the LABLynx telephone number, 770-859-1992; or sent by FAX to 209-844-3664; or sent by e-mail to support@lablynx.com.

(ii) Remote Diagnostics: LABLynx may perform remote diagnostics to determine the existence and nature of a Software Functionality Related Issue.

(iii) Software Functionality Related Issues Corrections: LABLynx will make reasonable efforts to correct any Software Functionality Related Issues that End User reports to LABLynx. End User will promptly provide LABLynx with all information requested by LABLynx to reproduce such issues. LABLynx will provide End User with a specific action plan for addressing the issue, including a good faith estimate of the time required to correct and resolve such issue. If LABLynx reasonably believes that a problem reported by End User may not be due to a Software Functionality Related Issue, LABLynx will so notify End User. At that time, End User may:



(a) Instruct LABLynx to proceed with problem determination at End User's possible expense; or (b) instruct LABLynx that End User does not wish the problem pursued at End User's possible expense.

If End User requests that LABLynx proceed with problem determination at its possible expense and LABLynx reasonably determines that the issue was not due to a Software Functionality Related Issue, LABLynx shall immediately stop further work and so inform End User, and End User shall pay LABLynx, at LABLynx's then-current Support Services rates, for all work performed in connection with such determination, plus expenses incurred in accordance with LABLynx's expense policies.

(iv) Remote Correction: LABLynx may perform any Software Functionality Related Issues correction work via remote telecommunications. If such remote support is unavailable, in LABLynx's opinion, to satisfactorily resolve the confirmed error, LABLynx shall provide such Maintenance Support at End User's premises. All expenses incurred for on site Maintenance Support shall be reimbursable by End User in accordance with End User's expense policies. No on site work will be performed by LABLynx without written authorization by End User.

(v) Response Times: LABLynx will use reasonable commercial efforts to communicate with End User, by telephone or e-mail, regarding the Software Functionality Related Issues that End User reports to LABLynx during the Support Hours. During Support Hours, LABLynx will respond within four (4) hours of notification. After Support Hours and on weekends, LABLynx will respond to a notification within four (4) hours on the following business day. For purposes of this EUMA, a "response" means LABLynx's acknowledgment of a problem, and does not necessarily mean that a resolution will be achieved.

(vi) Limitations on LABLynx's Maintenance Support Obligations: Notwithstanding anything to the contrary elsewhere in this EUMA, LABLynx will have no obligation to provide any Maintenance Support to End User if:

(a) Such Maintenance Support relates to or involves any products, data, features, devices or equipment not provided by LABLynx;

(b) End User or a third party has altered or modified any portion of the Licensed Software in any manner without the prior written consent of LABLynx;

(c) End User has not installed or used the Licensed Software in accordance with instructions provided by LABLynx; (d) End User has failed to replace earlier versions of the Licensed Software with "Updates" provided to End User;

(e) A party other than LABLynx (or a party authorized by LABLynx) has serviced the Licensed Software and the Licensed Software no longer conforms to its specifications; or

(f) End User is not in full compliance with the other terms of this EUMA, the terms of the EULA, or any other agreement between LABLynx and End User.

(g) LABLynx's Maintenance Support obligations under this EUMA shall not include hardware, electrical work, telephone line or internet access work, interconnection work, or the installation or repair of accessories, alterations, parts or devices.

e. Charges and Term

(i) Maintenance Fee: In consideration for the Updates and Maintenance Support, End User shall pay LABLynx an annual Maintenance Fee. End User shall pay LABLynx the Maintenance Fee on or before the first day following the completion of the Initial Term.

(ii) Initial Maintenance Term: One (1) Year following the Validation Date.



(iii) Renewal Maintenance Term: Available in One (1) Year increments following the completion of the Initial Term.

3. OPERATOR SUPPORT SERVICES

a. Operator Support: LABLynx shall use its best efforts to provide prompt response in cases where End User's Support contact requires assistance in using the Licensed Software, or assistance regarding installation, implementation and operation of the Licensed Software on various operating systems and in various network environments. During Support Hours, LABLynx will respond within four (4) hours of notification. After Support Hours and on weekends, LABLynx will respond to a notification within four (4) hours on the following business day.

b. Support Hours: The Support Hours are: Monday through Friday, 8:00 a.m. through 5:00 p.m. (Eastern Time), excluding the LABLynx, Inc. holidays as defined each December. The most recent LABLynx holiday schedule is available under the Support section of the LABLynx web site, www.lablynx.com.

c. Notification: End User agrees that all Operator Support calls will be called in to the LABLynx telephone number, 770-859-1992; or sent by FAX to 678-391-6982; or sent by e-mail to support@lablynx.com.

d. Charges:

Operator Support Rate: Operator Support Services are billed as per the Terms and Conditions of the Statement of Work.

4. PROFESSIONAL SERVICES SUPPORT

a. Professional Services: LABLynx may provide End User with Professional Services for the Licensed Software, provided that End User pays LABLynx for such services at LABLynx's then current Professional Services rate. These Professional Services may include, but are not limited to:

- Configuration
- Customization
- Custom Development
- Custom Report Development
- Data Mapping
- Instrument Interfacing
- System Testing and Validation
- Training
- Consulting

b. Support Hours: The Support Hours are as follows: Monday through Friday, 8:00 a.m. through 5:00 p.m. (Eastern Time), excluding the LABLynx, Inc. holidays as defined each December. The most recent LABLynx holiday schedule is available under the Support section of the LABLynx web site, www.lablynx.com.

c. Notification: End User agrees that all Professional Services Support calls will be called in to the LABLynx telephone number, 770-859-1992; or sent by FAX to 209-844-3664; or sent by e-mail to support@lablynx.com.

d. Charges and Term:

(i) Professional Services Support Rate: Professional Services Support is billed as per the Terms and Conditions of the Statement of Work.

5. END USER OBLIGATION

End User shall designate one employee and one alternate as its Support Contacts to be generally available during the Support Hours to confer with LABLynx regarding Software Functionality Related Issues and other Support related issues. End User shall notify LABLynx immediately of any changes in the persons designated as Support Contacts. LABLynx will provide Support only to End User's Support Contacts.



6. LIMITED WARRANTY

a. LABLynx warrants that the products when delivered to End User are free from any and all software viruses and warrants for a period of 90 days after delivery of the Software that the physical media on which the copy of the Software is distributed will be free from defects in materials and workmanship under normal use (this warranty does not cover damage caused by improper use or neglect). End User acknowledges that the products and services provided by LABLynx are advisory only and no specific result is assured or guaranteed.

b. **DISCLAIMER OF IMPLIED WARRANTIES:** To the extent permitted by applicable law, THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LABLYNX DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, regardless of whether LABLynx knew or had reason to know of End-User's particular needs. No LABLynx dealer, distributor, agent, or employee may make any modification or addition to this warranty.

LABLYNX SHALL NOT BE LIABLE FOR THE INADVERTENT CORRUPTION, ERASURE OF DATA RECEIVED ON OR USING THE SOFTWARE OR ON END USER'S COMPUTER, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT CAUSED DUE TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO END USER'S COMPUTER OR THE SOFTWARE. PRIOR TO INSTALLATION OF THE SOFTWARE AND AS FREQUENTLY THEREAFTER AS END USER DEEMS BEST, LABLYNX STRONGLY URGES END USER TO BACKUP ALL DATA ON ITS COMPUTER. SOME STATES MAY NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THAT THE ABOVE EXCLUSION MAY NOT APPLY TO END USER. THIS LIMITED WARRANTY GIVES END USER SPECIFIC LEGAL RIGHTS, AND END USER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.