

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET September 28, 2011
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B2001313
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR University of Wisconsin – State Laboratory of Hygiene Resource Division-Accounts Receivable 465 Henry Mall Madison, WI 53706-1578 E-mail: woldseda@mail.slh.wisc.edu		TELEPHONE (608) 890-0806 David A. Woldseth
		VENDOR NUMBER / MAIL CODE
		BUYER (517) 241-1916 Jim Wilson
Contract Compliance Inspector: Christine Aiello (517) 241-7504 Laboratory Analysis and Testing Services Water Monitoring Program – Water Bureau – Department of Environmental Quality		
CONTRACT PERIOD: w/ 3-yr renewal From: February 15, 2002 To: March 31, 2012		
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>		

NATURE OF CHANGE (S):

Effective October 1, 2011 this Contract is hereby EXTENDED to March 31, 2012. Please also note that the buyer has been CHANGED to Jim Wilson.

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

AUTHORITY/REASON(S):

Per vendor and agency agreement, DTMB Purchasing Operations approval and the approval of the State Administrative Board on September 30, 2011.

TOTAL ESTIMATED CONTRAC VALUE: \$1,772,500.00

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

January 18, 2008

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B2001313
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR University of Wisconsin – State Laboratory of Hygiene Resource Division-Accounts Receivable 465 Henry Mall Madison, WI 53706-1578 E-mail: woldseda@mail.slh.wisc.edu		TELEPHONE (608) 890-0806 David A. Woldseth
		VENDOR NUMBER / MAIL CODE
		BUYER (517) 373-8622 Malynda Little
Contract Compliance Inspector: Christine Aiello (517) 241-7504 Laboratory Analysis and Testing Services Water Monitoring Program – Water Bureau – Department of Environmental Quality		
CONTRACT PERIOD: w/ 3-yr renewal From: February 15, 2002 To: September 30, 2011		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective April 01, 2008 this Contract is hereby:

- (1) Assigned to Contractor-contact David A. Woldseth (above);
- (2) RENEWED and EXTENDED through September 30, 2011;
- (3) INCREASED by \$730,000.00, for a maximum TOTAL of: \$1,772,500.00, to include a 3% rate increase, for a maximum per unit rate as follows:

**CONTRACT NO. 071B2001313
CHANGE NOTICE NO. 4
PAGE TWO**

Analysis / Service	Method	Rate
Mercury	EPA Method 1631	\$ 77.00
Cadmium	EPA Method 1638	\$ 26.25
Chromium	EPA Method 1638	\$ 26.25
Copper	EPA Method 1638	\$ 26.25
Lead	EPA Method 1638	\$ 26.25
Nickel	EPA Method 1638	\$ 26.25
Zinc	EPA Method 1638	\$ 26.25
Teflon Sampling	tubing cleaning	\$ 10.30
PCB Congener-Specific	XAD-2 Resin Extraction	\$ 881.25
Additional Soxhlet	Extraction	\$ 41.75
Quarterly Mercury and Trace Metal Analytical Results Report	Electronic Report	\$ 150.00
Annual Surrogate-Corrected PCB Analytical Results Report	Electronic Report	\$2,000.00

All other terms, conditions, and specifications remain unchanged.

AUTHORITY / REASON: Change is pursuant to

- **Agency/Department request dated 05/30/2007,**
- **DMB-Purchasing Approval 08/21/2007;**
- **State Administrative Board Approval issued 12/18/2007; and,**
- **Vendor agreement dated 01/17/2008.**

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

August 21, 2007

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B2001313
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR University of Wisconsin - State Laboratory of Hygiene Billing Office Proficiency Test Pmt 465 Henry Mall Madison, WI 53706 E-mail: mwmorris@rsp.wisc.edu		TELEPHONE (608) 262-0153
		VENDOR NUMBER / MAIL CODE
		BUYER LITTLE, Malynda (517) 373-8622
Contract Compliance Inspector: Christine Aiello (517) 241-7504 Laboratory Testing Services Water Monitoring Program -- Water Bureau -- Department of Environmental Quality		
CONTRACT PERIOD: 5 yrs From: February 15, 2002 To: March 31, 2008		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective immediately this contract is hereby:

- (4) Assigned DMB-Purchasing Operations Buyer Malynda Little.**
- (5) INCREASED by \$133,930.00,**
for a maximum, not to exceed, TOTAL of: \$1,042,500.00,
to pay for additional trace-testing and chemical analysis for the 2007 field
season.

AUTHORITY/REASON:

Pursuant to Agency/Department request dated 07/25/2007, DMB-Purchasing
Approval 07/30/2007, and State Administrative Board Approval issued
08/21/2007.

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

August 21, 2007

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B2001313
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR University of Wisconsin - State Laboratory of Hygiene Billing Office Proficiency Test Pmt 465 Henry Mall Madison, WI 53706 E-mail: mwmorris@rsp.wisc.edu		TELEPHONE (608) 262-0153
		VENDOR NUMBER / MAIL CODE
		BUYER LITTLE, Malynda (517) 373-8622
Contract Compliance Inspector: Christine Aiello (517) 241-7504 Laboratory Testing Services Water Monitoring Program -- Water Bureau – Department of Environmental Quality		
CONTRACT PERIOD: 5 yrs From: February 15, 2002 To: March 31, 2008		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective immediately this contract is hereby:

- (6) Assigned DMB-Purchasing Operations Buyer Malynda Little.**
- (7) INCREASED by \$133,930.00,**
for a maximum, not to exceed, TOTAL of: \$1,042,500.00,
to pay for additional trace-testing and chemical analysis for the 2007 field
season.

AUTHORITY/REASON:

Pursuant to Agency/Department request dated 07/25/2007, DMB-Purchasing
Approval 07/30/2007, and State Administrative Board Approval issued
08/21/2007.

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

May 25, 2006

CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B2001313
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR University of Wisconsin Wisconsin State Laboratory of Hygiene Billing Office Proficiency Test Pmt 465 Henry Mall Madison, WI 53706	TELEPHONE Mark Doremus (608) 262-0153
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-4804 Douglas S. Collier
Contract Administrator: Christine Aiello (517) 241-7504 Surface Water Analysis Monitoring Program -- Department of Environmental Quality	
CONTRACT PERIOD: 5 yrs From: February 15, 2002 To: March 31, 2008	
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>	

NATURE OF CHANGE (S):

Effective immediately this contract is hereby **INCREASED** by \$315,000.00. This increase will create funds to cover expenses in the analytical cost of this contract. Additionally, this contract is extended through **March 31, 2008**. All other terms and conditions remain the same.

AUTHORITY/REASON:

Per vendor request and letter from agency.

INCREASE: \$315,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$908,570.00

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

MAY 18, 2006

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B2001313
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR University of Wisconsin Wisconsin State Laboratory of Hygiene Billing Office Proficiency Test Pmt 465 Henry Mall Madison, WI 53706	TELEPHONE Mark Doremus (608) 262-0153
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-4804 Douglas S. Collier
Contract Administrator: Christine Aiello (517) 241-7504 Surface Water Analysis Monitoring Program -- Department of Environmental Quality	
CONTRACT PERIOD: 5 yrs From: February 15, 2002 To: March 31, 2007	
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>	

NATURE OF CHANGE (S):

Effective immediately this contract is hereby **INCREASED** by \$9,500.00. This increase will create funds to cover expenses in the analytical cost of this contract.

AUTHORITY/REASON:

Per vendor request and letter from agency.

INCREASE: \$9,500.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$593,570.00

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

October 20, 2011

NOTICE
 OF
 CONTRACT NO. 071B2001313
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR University of Wisconsin Wisconsin State Laboratory of Hygiene Billing Office Proficiency Test Pmt 465 Henry Mall Madison, WI 53706	TELEPHONE Mark Doremus (608) 262-0153
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-4804 Douglas S. Collier
Contract Administrator: Christine Aiello (517) 241-7504 Surface Water Analysis Monitoring Program -- Department of Environmental Quality	
CONTRACT PERIOD: 5 yrs From: February 15, 2002 To: March 31, 2007	
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>	

The terms and conditions of this Contract are attached

Estimated Contract Value: \$584,070.00

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

CONTRACT NO. 071B2001313

**between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR University of Wisconsin Wisconsin State Laboratory of Hygiene Billing Office Proficiency Test Pmt 465 Henry Mall Madison, WI 53706	TELEPHONE Mark Doremus (608) 262-0153 VENDOR NUMBER/MAIL CODE BUYER (517) 335-4804 Douglas S. Collier
Contract Administrator: Christine Aiello (517) 241-7504 Surface Water Analysis Monitoring Program -- Department of Environmental Quality	
CONTRACT PERIOD: 5 yrs From: February 15, 2002 To: March 31, 2007	
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: <p style="text-align: center;">The terms and conditions of this Contract are attached</p> <p style="text-align: center;">Estimated Contract Value: \$584,070.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 0712000065. A Purchase Order Form will be issued by State Departments. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	FOR THE STATE:
Firm Name	Signature
Authorized Agent Signature	Douglas S. Collier, Buyer
Authorized Agent (Print or Type)	Name
Date	Acquisition Services
Date	Title
Date	Date



ACQUISITION SERVICES
STATE OF MICHIGAN

TABLE OF CONTENTS

SECTION I – CONTRACTUAL SERVICES TERMS AND CONDITIONS

I-A PURPOSE 4
I-B TERM OF CONTRACT 4
I-C ISSUING OFFICE 4
I-D CONTRACT ADMINISTRATOR 5
I-E COST LIABILITY 5
I-F CONTRACTOR RESPONSIBILITIES 5
I-G NEWS RELEASES 5
I-H DISCLOSURE 6
I-I ACCOUNTING RECORDS 6
I-J INDEMNIFICATION 6
I-K LIMITATION OF LIABILITY 6
I-L NON INFRINGEMENT/COMPLIANCE WITH LAWS 6
I-M TIME IS OF THE ESSENCE 7
I-N STAFFING OBLIGATIONS 7
I-O WORK PRODUCT AND OWNERSHIP 8
I-P CONFIDENTIALITY OF DATA AND INFORMATION 8
I-Q REMEDIES FOR BREACH OF CONFIDENTIALITY 9
I-R CONTRACTOR'S LIABILITY INSURANCE 9
I-S NOTICE AND RIGHT TO CURE 9
I-T CANCELLATION 9
I-U RIGHTS AND OBLIGATIONS UPON CANCELLATION 11
I-V EXCUSABLE FAILURE 12
I-W ASSIGNMENT 13
I-X DELEGATION 13
I-Y NON-DISCRIMINATION CLAUSE 13
I-Z MODIFICATION OF SERVICE 13
I-AA NOTICES 15
I-BB ENTIRE AGREEMENT 15
I-CC NO WAIVER OF DEFAULT 16
I-DD SEVERABILITY 16
I-EE HEADINGS 16
I-FF RELATIONSHIP OF THE PARTIES 16
I-GG UNFAIR LABOR PRACTICES 16
I-HH SURVIVOR 16
I-II GOVERNING LAW 16
I-JJ YEAR 2000 SOFTWARE COMPLIANCE 17



Table of Contents (con't.)

Page 2

SECTION I – CONTRACTUAL SERVICES TERMS AND CONDITIONS (con't.)

I-KK CONTRACT DISTRIBUTION..... 17
I-LL STATEWIDE CONTRACTS..... 17
I-MMADHERANCE TO PM METHODOLOGY STANDARD..... 17
I-NN STOP WORK 17

SECTION II – WORKSTATEMENT

II-A BACKGROUND/PROBLEM STATEMENT 19
II-B OBJECTIVES..... 19
II-C TASKS..... 20
II-D PROJECT CONTROL AND REPORTS..... 23
II-E PRICE PROPOSAL..... 24
II-F CONTRACT PAYMENT 25

APPENDICES

- A PCB CONGENERES**
- B VENDOR PRICING PAGE**



DEFINITION OF TERMS

TERMS	DEFINITIONS
Contract	A binding agreement entered into by the State of Michigan resulting from a bidder’s proposal; see also “Blanket Purchase Order.”
Contractor	The successful bidder who is awarded a Contract.
DMB	Michigan Department of Management and Budget
RFP	Request For Proposal - A term used by the State to solicit proposals for services such as consulting. Typically used when the requesting agency requires vendor assistance in identifying an acceptable manner of solving a problem.
ITB	Invitation to Bid - A generic form used by the Acquisition Services to solicit quotations for services or commodities. The ITB serves as the document for transmitting the RFP to interested potential bidders.
Successful Bidder	The bidder(s) awarded a Contract as a result of a solicitation.
State	The State of Michigan For Purposes of Indemnification as set forth in section I-K, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
Blanket Purchase Order	Alternate term for “Contract” used in the State’s Computer system (Michigan Automated Information Network [MAIN])
Expiration	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Work Product	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



**SECTION I
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

I-A PURPOSE

The purpose of this Contract is to obtain necessary products and services for ambient surface water samples to be collected in 2002-2007 in support of the Michigan Water Chemistry Trend Monitoring Project (WCTMP).

This contract is the following type:

Unit price Contract

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by any vendor prior to signing of a Contract by all parties. The activities (be sure to spell out activity) in the proposed Contract cover the period **February 5, 2002 through March 31, 2007**. The State fiscal year is October 1st through September 30th. The prospective Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

This CONTRACT is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as the Acquisition Services, for the State of Michigan, **Department of Environmental Services**. Where actions are a combination of those of the Acquisition Services and **Department of Environmental Services**, the authority will be known as the State.

The Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. The Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. The ACQUISITION SERVICES will remain the SOLE POINT OF CONTACT throughout the life of this contract, until such time as the Director of Acquisition Services shall direct otherwise in writing. See Paragraph II-C below. All communications concerning this Contract must be addressed to:

Douglas S. Collier, Buyer
Strategic Purchasing
DMB, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
(517) 335-4804
eMail: CollierD1@michigan.gov



I-D CONTRACT ADMINISTRATOR

Upon receipt at the Acquisition Services of the properly executed Contract Agreement, it is anticipated that the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of any Contract resulting from this Request implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by the Acquisition Services. The Contract Administrator for this project is:

Christine Aiello
 DEQ, Surface Water Quality Division
 300 S. Washington, 2nd Floor Knapp's Center
 Lansing, MI 48933
 (517) 241-7504
 aielloc@state.mi.us

I-E COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by this contractor prior to the signing of this agreement. Total liability of the State is limited to the terms and conditions of this Contract.

I-F CONTRACTOR RESPONSIBILITIES

This contractor will be required to assume responsibility for all contractual activities offered herein whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from this contract. If any part of the work is to be subcontracted, this contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require this contractor to replace subcontractors found to be unacceptable. This contractor is totally responsible for adherence by the subcontractor to all provisions of this contract.

I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will 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 program are to be released without prior approval of the State and then only to persons designated.



I-H DISCLOSURE

All information in vendor’s proposals, this Contract and future Contract amendments, are subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

I-I ACCOUNTING RECORDS

This contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to this contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during this contract period and any extension thereof, and for three (3) years from the expiration date and final payment on this contract or extension thereof.

I-J INDEMNIFICATION

1. General Indemnification

UW agrees to hold harmless [the sate of Michigan] from any loss, claim, damage, or liability of any kind, arising out of or in connection with this Agreement, to the extent that the loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of UW while acting within the scope of their employment where protection is afforded by secs.893.82 and 895.46(1), Wis Stats

I-K LIMITATION OF LIABILITY

Except as set forth herein, neither this contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages, and either party’s maximum aggregate liability shall be limited to the maximum amount of the executed Contract. Such limitation as to in direct or consequential damages, and as to a party’s maximum liability shall not be applicable for claims arising out of gross negligence, willful misconduct, or this contractor’s indemnification responsibilities to the State as set forth in Section I-J with respect to third party claims, actions and proceeding brought against the State.

I-L NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:



1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;
9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations;

I-M TIME IS OF THE ESSENCE

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

I-N STAFFING OBLIGATIONS

The State reserves the right to approve this contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

This contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of this contractor's obligations under this Contract. This contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of this contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.



I-O WORK PRODUCT AND OWNERSHIP

1. Work Products shall be considered works made by this contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of this contractor and the State. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, this contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. This contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.
2. Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the “Development Tools”) created, adapted or used by this contractor in its business generally, including any all associated intellectual property rights, shall be and remain the sole property of this contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.
3. This contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as this contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

I-P CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State’s operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor’s data and information are deemed by the State to be adequate for the protection of the State’s confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.



2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

I-Q REMEDIES FOR BREACH OF CONFIDENTIALITY

This contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-Q of this Contract, shall be considered a material breach of this contract. Furthermore this contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that this contractor has breached or attempted to breach any such obligations, this contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-R CONTRACTOR'S LIABILITY INSURANCE

The State of Wisconsin, including the Board of Regents of the University of Wisconsin System, is self-funded for liability (including general, professional and automobile) under s.895.46(1) and 893.82 of the Wisconsin Statutes. This protection provides coverage for the negligent acts of our officers, employees, and agents, while in the course and scope of their employment, in accordance with the statutes. In addition to the self-funded program, the State purchases substantial limits of excess commercial insurance should a claim ever exceed the self-insured limits. Coverage is continuous under the law.

I-S NOTICE AND RIGHT TO CURE

In the event of a curable breach by this contractor, the State shall provide this contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature 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.

I-T CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:



1. **Material Breach by this contractor.** In the event that this contractor breaches any of its material duties or obligations under this contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to this contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, this contractor shall be responsible for all costs incurred by the State in canceling this contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that this contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this contract for a cancellation for convenience.

2. **Cancellation For Convenience By the State.** The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in this contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of this contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this contract for its convenience, in whole or in part, by giving this contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. **Non-Appropriation.** In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. This 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 project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to this contractor. The State shall give this contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event this contractor, an officer of this contractor, or an owner of a 25% or greater share of this contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon this contractor's business integrity.
5. Approval(s) Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to this contractor or may be effective as of the date stated in such written notice.

I-U RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If this contract is canceled by the State for any reason, this contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from this contract that may be in this contractor's possession, (c) return all materials and property provided directly or indirectly to this contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by this contract Administrator or his or her designee, all Work Product resulting from this contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.
3. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay this contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to this contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other



- reason under this contract, the State will pay, if applicable, as a separate item of payment pursuant to this contract, for all partially completed Work Products, to the extent that the State requires this contractor to submit to the State any such deliverables, and for all charges due under this contract for any cancelled services provided by this contractor prior to the cancellation date. All completed or partially completed Work Product prepared by this contractor pursuant to this Contract shall, at the option of the State, become the State's property, and this contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, this contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
4. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due this contractor, the amount of any damages for which this contractor is liable to the State under this Contract or pursuant to law and equity.
 5. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-V EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under this contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under this contract (either itself or through another contractor); 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 such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such 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. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive 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 from an alternate source, and the State shall not be liable for payments for the unperformed services under this contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) this contract will be canceled without liability of the State to this contractor as of the date specified by the State in a written notice of cancellation to this contractor. This 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 as a result of the excusable failure condition. Defaults or delays in performance by this contractor which are caused by acts or omissions of its subcontractors will not relieve this contractor of its obligations under this contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and this 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.

I-W ASSIGNMENT

This contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, this contractor may not assign the right to receive money due under this contract without the prior written consent of the State Acquisition Services Director.

I-X DELEGATION

This contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the State Acquisition Services Director has given written consent to the delegation.

I-Y NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the vendor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The vendor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of this contract or purchase order.

I-Z MODIFICATION OF SERVICE



The Director of Acquisition Services reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

This Contract may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

The State reserves the right to request from time to time, any changes to the requirements and specifications of this contract and the work to be performed by this contractor under this contract. This contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like this contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, this contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by this contractor of the additional cost to this contractor in implementing the change request less any savings realized by this contractor as a result of implementing the change request. This contractor's proposal shall describe in reasonable detail the basis for this contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.
2. If the State accepts this contractor's proposal, it will issue a change notice and this contractor will implement the change request described therein. This contractor will not implement any change request until a change notice has been issued validly. This contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.
3. If the State does not accept this contractor's proposal, the State may:
 - a) withdraw its change request; or
 - b) modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs this contractor to perform any activities that are outside the scope of this contractor's responsibilities under this contract ("New Work"), this contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If this contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by this contractor shall be conclusively considered to be In-scope Services, not New Work.



If the State requests or directs this contractor to perform any services or functions that are consistent with and similar to the services being provided by this contractor under this contract, but which this contractor reasonably and in good faith believes are not included within the scope of this contractor's responsibilities and charges as set forth in this contract, then prior to performing such services or function, this contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which this contractor should receive additional compensation. If this contractor does not so notify the State, this contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If this contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THIS CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-AA NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such 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 (3rd) 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.

For this contractor: **Mark Doremus**
 Grants and Contracts Specialist
 400 A. W. Peterson Building
 750 University Avenue
 Madison, WI 53706-1490

For the State: **Douglas S. Collier, Buyer**
 Strategic Purchasing
 DMB -- Acquisition Services
 530 W. Allegan St.
 Lansing, MI 48933

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

I-BB ENTIRE AGREEMENT

The contents of this Contract agreement, the ITB/RFP document and the vendor's proposal will become contractual obligations upon execution of this agreement. Failure of this contractor to accept these obligations may result in cancellation of the award.

This Contract agreement shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.



I-CC NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of this contract.

I-DD SEVERABILITY

Each provision of this contract shall be deemed to be severable from all other provisions of this contract and, if one or more of the provisions of this contract shall be declared invalid, the remaining provisions of this contract shall remain in full force and effect.

I-EE HEADINGS

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

I-FF RELATIONSHIP OF THE PARTIES

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

I-GG UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, 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 pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to this contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of this contract, the name of this contractor as an employer, or the name of the subcontractor, manufacturer or supplier of this contractor appears in the register.

I-HH SURVIVOR

Any provisions of this contract that impose continuing obligations on the parties including, but not limited to this contractor’s indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-II GOVERNING LAW



This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

I-JJ YEAR 2000 SOFTWARE COMPLIANCE

This contractor warrants that services provided under this Contract including but not limited to the production of all Work Products, shall be provided in an accurate and timely manner without interruption, failure or error due the inaccuracy of Contractor’s business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. This contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom.

I-KK CONTRACT DISTRIBUTION

The Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by the Acquisition Services.

I-LL STATEWIDE CONTRACTS

If this contract is for the use of more than one agency and if the goods or services provided under this contract do not meet the form, function and utility required by an agency, that agency may, subject to state purchasing policies, procure the goods or services from another source.

I-MM ADHERANCE TO PM METHODOLOGY STANDARD

The State has adopted a standard, documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. This policy is referenced in the document titled “Project Management Methodology” – DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may obtain a copy of this procedure by contacting the DMB Office of Information Technology Solutions. The State of Michigan Project Management Methodology can be obtained from the DMB Office of Project Management’s website at <http://www.state.mi.us/cio/opm>.

This contractor shall use the State’s PMM to manage State of Michigan Information Technology (IT) based projects. The requesting agency will provide the applicable documentation and internal agency processes for the methodology. If the vendor requires training on the methodology, those costs shall be the responsibility of the vendor, unless otherwise stated.

I-NN STOP WORK

1. The State may, at any time, by written stop work order to this contractor, require that this contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to this contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section.



- Upon receipt of the stop work order, this contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of 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 shall either:
- a) Cancel the stop work order; or
 - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, this contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, this contract price, or both, and this contract shall be modified, in writing, accordingly, if:
- a) The stop work order results in an increase in the time required for, or in this contractor's costs properly allocable to the performance of any part of this Contract; and
 - b) This contractor asserts its right to an equitable adjustment within 30 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 proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.
5. An appropriate equitable adjustment may be made in any related contract of this contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to this contractor for loss of profits because of a stop work order issued under this section.



**SECTION II
 WORK STATEMENT**

II-A BACKGROUND/PROBLEM STATEMENT

In November 1998, Michigan voters approved the Clean Michigan Initiative (CMI) bond proposal, which allocated funding for many environmental programs. One priority of this legislation was the implementation of monitoring activities outlined in the 1997 MDEQ report entitled, “A Strategic Environmental Quality Monitoring Program for Michigan’s Surface Water” (Strategy). The Strategy was prepared jointly by the Surface Water Quality Division (SWQD) and the Land and Water Management Division, and outlined a number of monitoring activities designed to address four goals. These goals are as follows: 1) Assess the current status and condition of individual waters of the state and determine whether standards are being met; 2) Measure temporal and spatial trends in the quality of Michigan surface waters; 3) Provide data to support MDEQ water quality protection programs and evaluate their effectiveness; and 4) Detect new and emerging water quality problems.

In March 2000, the state legislature appropriated CMI funds for the implementation of the Strategy, including the Water Chemistry Trend Monitoring Project (WCTMP) component of the Strategy. To effectively implement the WCTMP, the MDEQ must form partnerships with qualified entities.

II-B OBJECTIVES

General:

The MDEQ through this Contract is securing the services of a qualified analytical laboratory to analyze ambient surface water samples that will be collected by MDEQ and U.S. Geological Survey (USGS) field staff throughout the state of Michigan between February and November of each year of the contract period. This contract will run for just over five years, beginning February 5, 2002 through March 31, 2007, subject to the provisions outlined in Section I-L.

Specific:

During the term of the contract, the University of Wisconsin-Madison (UW) will analyze a total of approximately 1,680 samples (or approximately 335 samples per year, estimation only) for mercury and trace metals including cadmium, chromium, copper, lead, nickel and zinc. Approximately 35% of these samples will be collected in response to high streamflow conditions created by rainfall or snowmelt events; the remaining samples will be collected monthly, bi-monthly, or seasonally. Also during the term of the contract, the Contractor will analyze a total of approximately 240 samples (or approximately 48 samples per year) for congener-specific PCBs. These samples will be collected throughout the sampling period without regard to streamflow conditions.



Quantities specified in this Contract are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Exact quantities to be purchased are unknown except that in this Contract, the UW will be required to furnish all such materials and services as may be ordered during the Contract period.

Depending upon the future needs of the WCTMP, analytical expertise may also be required for analysis of the following contaminants:

1. Chlorinated organic pesticides including hexachlorobenzene, *alpha*-HCH, *gamma*-HCH, oxychlordane, *gamma*-chlordane, *alpha*-chlordane, *cis*-nonachlor, *trans*-nonachlor, 4, 4'-DDD, 4, 4'-DDT, 4, 4'-DDE, and toxaphene. If the future needs of the WCTMP do require that these contaminants be analyzed, analysis must be carried out using the same analytical method stipulated for analysis of congener-specific PCBs, as referenced in Section II-C.1.d, below.
2. Current-use nitrogen pesticides including but not limited to atrazine and its metabolites.

Additionally, to enable the WCTMP to satisfy the fourth goal of the Strategy, (that is, to detect new and emerging water quality problems), it likely will be necessary to add to the WCTMP the sample collection and analysis of as yet unanticipated organic and/or inorganic contaminants. The exact nature of such contaminants cannot be foreseen.

II-C TASKS

The following is a description of the major tasks involved for developing the end product of this project.

1. Sample Analysis

UW will be responsible for the following analytical and related tasks:

- a. Develop analytical Quality Assurance Project Plan in consultation with the MDEQ project director.
- b. Analyze ambient surface water samples for mercury using EPA Method 1631.
- c. Analyze ambient surface water samples for cadmium, chromium, copper, lead, nickel and zinc using EPA Method 1638.
- d. Analyze ambient surface water samples for congener-specific PCBs using the XAD-2 Resin Extraction Method as described in EPA Report #905-R-97-012b, with the exception that dissolved and particulate fractions will be combined. The PCB congeners to be analyzed are identified in **Appendix A**.



2. Sampling Materials

a. Mercury and Trace Metal Samples: Sampling materials furnished by UW, and their cleaning and preparation for shipment, storage, and use, will be in accordance with guidance provided by EPA Method 1669 and EPA Method 1631:

- (1) Furnish ultra-clean Teflon® bottles for mercury and trace metal sample collection, including bottles for replicate, field blank and trip blank samples necessary for quality assurance/quality control.
- (2) Furnish high purity reagent water for field and trip blanks in ultra-clean Teflon® carboys or sample bottles, as appropriate.
- (3) Furnish other sampling materials as appropriate (e.g., analysis request form masters, preservatives, etc.).
- (4) Furnish C-Flex tubing.
- (5) Clean all reusable sampling materials, including bottles, C-Flex tubing (may be cleaned a maximum of 3 times before discarding), and Teflon® tubing (20 foot lengths) furnished by DEQ.
- (6) Prepare all sampling materials for shipment, storage, and use.
- (7) Ship all prepared sampling materials as needed to ensure that MDEQ and USGS field staff are fully prepared to sample in accordance with the WCTMP. (DEQ is responsible for all costs incurred shipping samples to the lab.)

b. PCB Samples: Sampling materials furnished by UW, and their cleaning and preparation for shipment, storage, and use, will be in accordance with guidance provided by EPA Report #905-R-97-012b:

- (1) Furnish XAD-2 resin columns.
- (2) Furnish glass fiber filters (assume approximately 10 per sample).
- (3) Furnish other sampling materials as appropriate (e.g., analysis request form masters, etc.).
- (4) Clean all reusable sampling materials.
- (5) Prepare glass fiber filters for use.
- (6) Ship all prepared sampling materials as needed to ensure that MDEQ and USGS field staff are fully prepared to sample in accordance with the WCTMP. (DEQ is responsible for all costs incurred shipping samples to the lab.)

3. Technical Guidance

- a. UW must provide technical guidance on sample collection and handling procedures to the MDEQ project director and field crews, to ensure that project data quality objectives are met.
- b. UW must immediately communicate to the MDEQ project director the finding of analytical results indicative of quality assurance/quality control problems



relating to sample collection and handling procedures, or other findings or problems requiring action on the part of the MDEQ project director to ensure that project data quality objectives are met.

4. Record Keeping

a. UW shall track all samples and sample containers used for this project. To fulfill this requirement, the Contractor must use a computerized laboratory information management system. At a minimum, the information tracked using this system shall include the following:

- (1) Date of sample receipt by UW.
- (2) Bottle(s)/container(s) in which sample was received.
- (3) Condition in which sample was received.
- (4) Temperature of sample (if sample type requires cold shipment, and shipping conditions appear inadequate upon sample receipt).
- (5) Date of sample collection.
- (6) Name of staff person in possession of sample during each phase of sample's progress through the UW operation.
- (7) Sample's location during each phase of the sample's progress through UW operation.
- (8) Presence/absence of sample preservative, and type of preservative, if present.
- (9) Date and time of sample preservation in the laboratory, and name of staff person who preserved the sample.

b. In addition to tracking the information described in Part 4a above, UW shall also perform the following:

- (1) For mercury and trace metals, track via a computerized laboratory information management system the following:
 - (a) Sampling locations that bottle/container has been used at.
 - (b) Date bottle/container was sent to field staff.
 - (c) Date bottle/container was received back in laboratory.
 - (d) Unique bottle identification number.

(2) For PCBs, provide quality assurance document showing the cleaning and tracking procedures used for the preparation of the resin and columns used in sample collection. This document shall include, at a minimum, the following information:

- (a) Date resin was cleaned.
- (b) Date QA check was done for cleanliness of resin.
- (c) Date column was packed.



(d) Unique column identification number, traceable to resin batch.

UW shall have the ability to query its computerized laboratory information management system, and shall, at the request of the MDEQ project director, be able to produce a report detailing sample or sample container history.

- c. UW shall retain all paper and electronic records pertaining to samples received and analyses performed each year of the project covered under the contract. Records shall be retained for not less than 5 years from the year in which the samples were collected and analyzed.

II-D PROJECT CONTROL AND REPORTS

1. Project Control

- a. UW will carry out this project under the direction and control of the Department of Environmental Quality.
- b. Although there will be continuous liaison with UW team, the Department of Environmental Quality's project director will meet bimonthly at a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c. UW will submit brief written quarterly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans.
- d. Within five (5) working days of the award of the Contract, UW will submit to the Department of Environmental Quality's project director for final approval a work plan. This final implementation plan must be in agreement with section IV-C subsection 2 as proposed by the bidder and accepted by the State for Contract, and must include the following:
 - 1) UW project organizational structure.
 - 2) UW staffing table with names and title of personnel assigned to this specific project. This must be in agreement with staffing of accepted proposal.
 - 3) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
 - 4) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

2. Reports



The Contractor shall prepare and submit to the MDEQ project director the following reports:

- a. Project status report (1 paper copy), submitted quarterly. See Section II-D.1.c. for report content details.
- b. Financial status report/invoice (1 paper copy), submitted quarterly. Report must contain an itemized list of the work elements completed during the reporting period, the agreed upon per-unit-cost of each work element, the total cost for each work element, and the total dollar amount for which payment is being requested within the reporting period.
- c. For mercury and trace metals: Analytical results (1 electronic copy), submitted quarterly. Acceptable electronic platforms include Excel, MS Access, or other compatible platform acceptable to the MDEQ project director. Report will cover all analyses completed during the reporting period, and must contain at a minimum the waterbody names, waterbody STORET numbers, dates of sample collection/quality control sample generation, raw analytical results, units, all quality control data/flags necessary to support data quality objectives, and the Method Detection Level (MDL) and quantitation level applicable to each analyte.
- d. For PCBs: Preliminary analytical results (1 paper copy), submitted quarterly. Report will cover all analyses completed during the reporting period and must contain at a minimum the waterbody names, waterbody STORET numbers, dates of sample collection/QA sample generation, raw analytical results, units, quality control data/flags in accordance with EPA Report #905-R-97-012b, and a copy of the sample analysis request form associated with each sample analyzed.
- e. For PCBs: Surrogate-corrected analytical results (1 electronic copy), submitted annually. Acceptable electronic platforms include Excel, MS Access, or other compatible platform acceptable to the MDEQ project director. This report is due by March 31 of each year of the contract, and will cover samples collected during the previous year. Report must contain at a minimum the waterbody names; waterbody STORET numbers; dates of sample collection/QA sample generation; raw, surrogate-corrected analytical results; units; all quality control data/flags in accordance with EPA Report #905-R-97-012b; and the Method Detection Level (MDL) and quantitation level applicable to each congener or group of coeluting congeners.

II-E PRICE PROPOSAL

Prices/rates quoted are the maximum for a period of 365 days from date Contract becomes effective. Prices may be subject to revision at the end of each 365-day period.



Such changes shall be based on general industry changes and supported by adequate detail to document same. Revisions may be either increases or decreases and may be requested by either party. The prices quoted each 365-day period shall be firm. Requests for price changes shall be received in writing at least ten days prior to their effective date, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be canceled.

II-F CONTRACT PAYMENT

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Acquisition Services, Department of Management & Budget. This activity will occur only upon the specific written direction from the Acquisition Services.



SECTION III

CONTRACTOR INFORMATION

III-A BUSINESS ORGANIZATION

PRIMARY CONTRACTOR:

University of Wisconsin
Wisconsin State Laboratory of Hygiene
Billing Office Proficiency Test Pmt
465 Henry Mall
Madison, WI 53706

SUB-CONTRACTOR:

N/A

III-B AUTHORIZED CONTRACTOR EXPEDITER:

Mark Doremus
Grants and Contracts Specialist
400 A.W. Peterson Building
750 University Avenue
Madison, WI 53706-1490

ADMINISTRATIVE CONTACT

Mark D. Buechner
Financial Mgmt. Supv.
Office of the Director
Wisconsin State Laboratory of Hygiene
241A Stovall Building, William D-Hygiene Lab
Madison, WI 53706
eMail: mark@mail.slh.wisc.edu
(608) 262-7822



APPENDIX A - PCB Congeners Required for the WCTMP

Congener Number	
3	97
4/10	87
7/9	85
6	136
8/5	77*/110
19	82
18	151
15/17	135/144
24/27	123*/149
16/32	118*
26	146
25	132/153/105*
28/31	141
33	137/176
53	163/138
51	158
22	178
45	187/182
46	183
52	128
49	167*
47/48	185
44	174
37/42	177
41/71/64	202/171
40	172
63	180
74	193
70/76	199
66	170/190
95	198
91	201
56/60	203/196
92/84	208/195
89	207
101	194
99	206
83	



Note: Coelution is signified by "/" notation.



APPENDIX B

MI Department of Environmental Quality

Ambient Water Sampling

Pricing Page

<u>Item</u>	<u>Qty.</u>	<u>Unit Price*</u>	<u>Extended Price</u>
Mercury, Total (EPA Method 1631)	1680	\$ 72.60	\$ 121,968.00
Cadmium, Total (EPA Method 1638)	1680	\$ 24.75	\$ 41,580.00
Chromium, Total (EPA Method 1638)	1680	\$ 24.75	\$ 41,580.00
Copper, Total (EPA Method 1638)	1680	\$ 24.75	\$ 41,580.00
Lead, Total (EPA Method 1638)	1680	\$ 24.75	\$ 41,580.00
Nickel, Total (EPA Method 1638)	1680	\$ 24.75	\$ 41,580.00
Zinc, Total (EPA Method 1638)	1680	\$ 24.75	\$ 41,580.00
Teflon Sampling Tubing Cleaning – on request	25	\$ 10.00	\$ 250.00
PCB (Congener-Specific XAD-2 Resin Extraction Method) See Appendix A	240	\$ 830.72	\$ 199,372.80
Electronic Reports:			
Quarterly Mercury and Trace Metal Analytical Results (See Sec. II-D. 2. c.)	20	\$ 150.00	\$ 3,000.00
Annual Surrogate-Corrected PCB Analytical Results (See Sec. II-D. 2. e.)	5	\$ 2000.00	\$ 10,000.00
Total Contract Price			\$ 584,070.80

Please note Qty above is estimation only, refer to Section II-B of this contract.

WSLH complete proposal in the main DMB file.

* See Section II-C. 2. a. and b. for items to be included in Unit Price