

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

November 7, 2007

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B6200195**  
 (Supercedes Contract #071B1001424)  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Orchid Cellmark Inc.</b> <b>2947 Eyde Parkway</b> <b>East Lansing, MI 48823</b>  alonguski@orchid.com		TELEPHONE (517) 349-3890 x 5108 <b>Anna Longuski</b>
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-4225 <b>Kevin Dunn</b>
Contract Compliance Inspector: Kathy Swartout (517) 241-5056 <b>Paternity Testing – Department of Human Services</b>		
CONTRACT PERIOD: From: <b>March 15, 2006</b> To: <b>March 31, 2010</b>		
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>	
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby **EXTENDED** until **March 31, 2010**. **NOTE:** The Buyer for this Contract is changed to **Kevin Dunn (517) 241-4225**. All other terms, conditions, specifications, and pricing remain unchanged.

**AUTHORITY/REASON:**

Per DHS request and DMB/Purchasing Operations' approval.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$15,525,381.35**

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 26, 2006

CHANGE NOTICE NO. 1  
 TO  
 CONTRACT NO. 071B6200195  
 (Supercedes Contract #071B1001424)  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (517) 349-3890 x 5108	
<b>Orchid Cellmark Inc.</b> <b>2947 Eyde Parkway</b> <b>East Lansing, MI 48823</b>  alonguski@orchid.com		<b>Anna Longuski</b>	
		VENDOR NUMBER/MAIL CODE	
		BUYER/CA (517) 335-4804	
		<b>Douglas Collier, CPPB</b>	
Contract Compliance Inspector: Kathy Swartout (517) 241-5056			
<b>Paternity Testing – Department of Human Services</b>			
CONTRACT PERIOD:		From: <b>March 15, 2006</b>	To: <b>March 31, 2008</b>
TERMS	<b>N/A</b>	SHIPMENT	<b>N/A</b>
F.O.B.	<b>N/A</b>	SHIPPED FROM	<b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS		<b>N/A</b>	

**NATURE OF CHANGE (S):**

Please note new change in rates started March 15, 2006. New rate: \$36.00 through March 31, 2007. On April 1, 2007, rate will increase to \$37.00 through end of contract. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

Per DMB/Purchasing Operations approval

Estimated Contract Value Remains: \$15,525,381.35

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

April 13, 2006

**NOTICE**  
**TO**  
**CONTRACT NO. 071B6200195**  
 (Supercedes Contract #071B1001424)  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Orchid Cellmark Inc.</b> <b>2947 Eyde Parkway</b> <b>East Lansing, MI 48823</b>  alonguski@orchid.com	TELEPHONE (517) 349-3890 x 5108 <b>Anna Longuski</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 <b>Douglas Collier, CPPB</b>
Contract Compliance Inspector: Kathy Swartout (517) 241-5056 <b>Paternity Testing – Department of Human Services</b>	
CONTRACT PERIOD: From: <b>March 15, 2006</b> To: <b>March 31, 2008</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

The terms and conditions of this Contract are those of **ITB #071I0000597**, this Contract Agreement and the vendor's quote dated **09/20/2000**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$15,525,381.35**

**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. 071B6200195**  
 (Supercedes Contract #071B1001424)

**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Orchid Cellmark Inc.</b> <b>2947 Eyde Parkway</b> <b>East Lansing, MI 48823</b>  alonguski@orchid.com	TELEPHONE (517) 349-3890 x 5108 <b>Anna Longuski</b> VENDOR NUMBER/MAIL CODE  BUYER/CA (517) 335-4804 <b>Douglas Collier, CPPB</b>
Contract Compliance Inspector: Kathy Swartout (517) 241-5056 <b>Paternity Testing – Department of Human Services</b>	
CONTRACT PERIOD: From: <b>March 15, 2006</b> To: <b>March 31, 2008</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:  <p>The terms and conditions of this Contract are those of <b>ITB #07110000597</b>, this Contract Agreement and the vendor's quote dated <b>09/20/2000</b>. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>This Contract replaces #071B1001424 as vendor changed name and FEIN #. No additional funds have been added, however, the State did exercise one of the two, 2-year options for extending this contract.</p> <p><b>Estimated Contract Value:      \$15,525,381.35</b></p>	

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

<b>FOR THE VENDOR:</b>  <b>Orchid Cellmark Inc.</b> Firm Name	<b>FOR THE STATE:</b>  Signature <b>Sean L. Carlson</b> Name
Authorized Agent Signature	<b>Director, Acquisition Services</b> Title
Authorized Agent (Print or Type)	Title
Date	Date

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

March 14, 2006

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B1001424**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>1</b> <b>2 Lifecodes Corporation</b> <b>3 2947 Eyde Parkway Ste. 110</b> <b>4 East Lansing, MI 48823</b> <b>5</b>	TELEPHONE: Robert Foster <b>(800) 837-1504</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-4804 <b>Douglas S. Collier</b>
Contract Administrator: Terry Mehren, <a href="mailto:mehrent@state.mi.us">mehrent@state.mi.us</a> <b>Paternity Testing Services – Family Independence Agency</b>	
CONTRACT PERIOD: 5 Years From: <b>April 1, 2001</b> To: <b>March 15, 2006</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**Effective immediately this Contract is hereby CANCELLED and REPLACED with Contract #071B6200195 due to vendor name and FEIN change.**

**AUTHORITY/REASON:**

**Per Vendor request via memo on January 11, 2006 and DMB Buyer Doug Collier.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$19,534,375.00**

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

September 10, 2001

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B1001424**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>1</b> <b>2 Lifecodes Corporation</b> <b>3 2947 Eyde Parkway Ste. 110</b> <b>4 East Lansing, MI 48823</b> <b>5</b>	TELEPHONE: Robert Foster <b>(800) 837-1504</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-4804 <b>Douglas S. Collier</b>
Contract Administrator: Terry Mehren, <a href="mailto:mehrent@state.mi.us">mehrent@state.mi.us</a> <b>Paternity Testing Services – Family Independence Agency</b>	
CONTRACT PERIOD: 5 Years From: <b>April 1, 2001</b> To: <b>March 31, 2006</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**Contract is a 5 year Contract from April 1, 2001 to March 31, 2006 not March 31, 2005.**

**AUTHORITY/REASON:**

**Per DMB Buyer Douglas Collier**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$19,534,375.00**

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

March 27, 2001

NOTICE  
 TO  
 CONTRACT NO. 071B1001424  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR		TELEPHONE: Robert Foster <b>(800) 837-1504</b>
<b>1</b>		VENDOR NUMBER/MAIL CODE
<b>2 Lifecodes Corporation</b>		BUYER (517) 335-4804
<b>3 2947 Eyde Parkway Ste. 110</b>		<b>Douglas S. Collier</b>
<b>4 East Lansing, MI 48823</b>		
<b>5</b>		
Contract Administrator: Terry Mehren, <a href="mailto:mehrent@state.mi.us">mehrent@state.mi.us</a> <b>Paternity Testing Services – Family Independence Agency</b>		
CONTRACT PERIOD: 5 Years From: <b>April 1, 2001</b>		To: <b>March 31, 2005</b>
TERMS	<b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B.	<b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

The terms and conditions of this Contract are those of **ITB #071I0000597**, this Contract Agreement and the vendor's quote dated **September 20, 2000**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$19,534,375.00**

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

**CONTRACT NO. 071B1001424**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR 1 2 <b>Lifecodes Corporation</b> 3 <b>2947 Eyde Parkway Ste. 110</b> 4 <b>East Lansing, MI 48823</b> 5	TELEPHONE: (800) 837-1504 <b>Robert Foster</b> VENDOR NUMBER/MAIL CODE BUYER (517) 335-4804 <b>Douglas Collier</b>
Contract Administrator: Terry Mehren, <a href="mailto:mehrent@state.mi.us">mehrent@state.mi.us</a> <b>Paternity Testing Services – Family Independence Agency</b>	
CONTRACT PERIOD: 5 Years From: <b>April 1, 2001</b> To: <b>March 31, 2005</b>	
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: <b>The terms and conditions of this Contract are those of ITB #071I0000597, this Contract Agreement and the vendor's quote dated September 20, 2000. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</b>	
Est. Contract Value: <b>\$19,534,375.00</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 071I0000597**. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. 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.

<p><b>FOR THE VENDOR:</b></p>  <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p><b>FOR THE STATE:</b></p>  <hr/> <p style="text-align: center;">Signature  <b>David F. Ancell</b></p> <hr/> <p style="text-align: center;">Name  <b>State Purchasing Director</b></p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
---	---

**OFFICE OF PURCHASING  
STATE OF MICHIGAN  
TABLE OF CONTENTS**

**INTRODUCTION**

**SECTION I – CONTRACTUAL TERMS AND CONDITIONS**

I-A	PURPOSE.....	1
I-B	TERM OF CONTRACT.....	1
I-C	ISSUING OFFICE.....	1
I-D	CONTRACT ADMINISTRATOR.....	2
I-E	COST LIABILITY.....	2
I-F	CONTRACTOR RESPONSIBILITIES.....	2
I-G	NEWS RELEASES.....	2
I-H	DISCLOSURE.....	3
I-I	ACCOUNTING RECORDS.....	3
I-J	INDEMNIFICATION.....	3
I-K	LIMITATION OF LIABILITY.....	4
I-L	NON INFRINGEMENT/COMPLIANCE WITH LAWS.....	4
I-M	WARRANTIES AND REPRESENTATIONS.....	4
I-N	TIME IS OF THE ESSENCE.....	5
I-O	WORK PRODUCT AND OWNERSHIP.....	5
I-P	CONFIDENTIALITY OF DATA AND INFORMATION.....	5
I-Q	REMEDIES FOR BREACH OF CONFIDENTIALITY.....	6
I-R	CONTRACTOR'S LIABILITY INSURANCE.....	6
I-S	NOTICE AND RIGHT TO CURE.....	7
I-T	CANCELLATION.....	8
I-U	RIGHTS AND OBLIGATIONS UPON CANCELLATION.....	9
I-V	EXCUSABLE FAILURE.....	10
I-W	ASSIGNMENT.....	11
I-X	DELEGATION AND/OR ASSIGNMENT.....	11
I-Y	NON-DISCRIMINATION CLAUSE.....	12
I-Z	MODIFICATION OF SERVICE.....	12
I-AA	ACCEPTANCE OF PROPOSAL CONTENT.....	12
I-BB	REVISIONS, CONSENTS, AND APPROVALS.....	12
I-CC	ENTIRE AGREEMENT.....	12
I-DD	NO WAIVER OF DEFAULT.....	13
I-EE	SEVERABILITY.....	13
I-FF	HEADINGS.....	13
I-GG	RELATIONSHIP OF THE PARTIES.....	13
I-HH	UNFAIR LABOR PRACTICES.....	13
I-II	SURVIVOR.....	13
I-JJ	GOVERNING LAW.....	14
I-KK	MILLENIUM SOFTWARE COMPLIANCE.....	14
I-LL	CONTRACT DISTRIBUTION.....	14
I-MM	TRANSITION ASSISTANCE.....	14

I-NN	DISCLOSURE OF LITIGATION .....	15
I-OO	STOP WORK.....	16
I-PP	ANNUAL SERVICE REVIEW .....	17

## **SECTION II - WORK STATEMENT**

II-A	BACKGROUND/PROBLEM STATEMENT.....	18
II-B	OBJECTIVES .....	18
II-C	TASKS .....	18
II-D	PROJECT CONTROL AND REPORTS.....	23
II-E	MAINTENANCE OF ACCREDITATION.....	24
II-F	PRICE PROPOSAL .....	27
II-G	CONTRACT PAYMENT.....	27

## **SECTION III - CONTRACTOR INFORMATION**

III-A	BUSINESS ORGANIZATION .....	29
III-B	AUTHORIZED CONTRACTOR EXPEDITER .....	29

## **APPENDICES**

APPENDIX A  
APPENDIX B

**INTRODUCTION**

**Section I, Contractual Terms and Conditions.** This section describes the general contractual terms and conditions that will be a part of any Contract that results from the RFP. By submitting a proposal, each bidder acknowledges its acceptance of these provisions without change.

**Section II, Work Statement.** This section is a detailed description of the services to be contracted for, including the background and objectives of the work. It is the most important portion of the RFP.

The Office of Purchasing, DMB, will prepare a Contract, which will govern the Contractor's performance of services. The Contract will include the general terms and conditions in Section I and the Work Statement in Section II. The Contract may include additional provisions or revisions to the Work Statement to reflect agreements with the selected Contractor based on proposal submissions and subsequent discussions.

**SECTION I**

CONTRACTUAL TERMS AND CONDITIONS

I-A PURPOSE

The purpose of this Contract is to obtain Paternity Testing services as herein specified to aid in establishing paternity as required in the Title IV-D section of the Social Security Act. The Contract is a Unit Price Contract.

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by any bidder prior to signing of a contract by all parties. The activities in the proposed contract cover the period April 1, 2001 to March 31, 2006. The State may, by mutual agreement, extend this contract for two additional two-year periods. 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), Office of Purchasing, hereafter known as the Office of Purchasing, for the State of Michigan, Family Independence Agency (FIA). Where actions are a combination of those of the Office of Purchasing and, Family Independence Agency the authority will be known as the State.

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify etc., the prices, specifications, terms and conditions of this Request for Proposal and any Contract(s) awarded as a result of this Request. The OFFICE OF PURCHASING will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Purchasing shall direct otherwise in writing. See Paragraph I-D below. All communications concerning this procurement must be addressed to:

Douglas Collier  
DMB, Office of Purchasing  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 335-4804  
Collierd1@state.mi.us

I-D CONTRACT ADMINISTRATOR

Upon receipt at the Office of Purchasing of the properly executed Contract Agreement, it is anticipated that the Director of Purchasing 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 Office of Purchasing. The Contract Administrator for this project is:

TERRY MEHREN, Administrative Assistant  
Office of Child Support  
Family Independence Agency  
P.O. Box 30037  
Lansing, MI 48909  
Email: MEHRENT@STATE.MI.US

I-E COST LIABILITY

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

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this proposal 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 the anticipated Contract. If any part of the work is to be subcontracted, responses to this RFP should include a list of subcontractors, 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 the Contractor to replace subcontractors found to be unacceptable. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

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 a bidder's proposal and this Contract is 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

The contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the 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 Department of Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from expiration date and final payment on the contract or extension thereof.

I-J INDEMNIFICATION

1. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State from and against all lawsuits, liabilities, damages and claims or any other proceeding brought against the State by any third party (which for the purposes of this provision shall include, but not be limited to, employees of the State, the Contractor and any of its subcontractors), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgements, interest and penalties), arising from or in connection with any of the following:

- a. Any breach of this Contract or negligence or intentional tortious act by the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable, in the performance of this Contract;
- b. The death or bodily injury of any person or the damage, loss or destruction of any real or personal property in connection with the performance of this Contract by the Contractor, or any of its subcontractors, or by anyone else for whose acts any of them may be liable provided, and to the extent that the injury or damage was caused by the fault or negligence of the Contractor.
- c. Any act or omission of the Contractor or any of its subcontractors in their capacity as an employer in the performance of this Contract;
- d. Any claim, demand, action, or legal proceeding against the State, arising out of or related to occurrences, if any, that the Contractor is required to insure against as provided in this Contract.

2. Indemnification Obligation Not Limited

In any and all claims against the State by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall 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 benefits acts, or any other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub-clauses, 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 subclause.

3. Continuation of Indemnification Obligation

The duty to indemnify will continue 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 prior to expiration or cancellation.

I-K LIMITATION OF LIABILITY

Except as set forth herein, neither the 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. Such limitation as to indirect or consequential damages shall not be applicable for claims arising out of gross negligence, willful misconduct, or Contractor's indemnification responsibilities to the State as set forth in Section I-J with respect to third party claims, action 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.

I-M WARRANTIES AND REPRESENTATIONS

1. The Contractor warrants that all services required to be provided under this Contract shall be furnished in a professional and workmanlike manner, by the Contractor, its subcontractors and its or their employees, having the skill commensurate with the requirements of this Contract.
2. The Contractor warrants that it or its subcontractor is the lawful owner or licensee of any software programs or other material used by the either in the performance of services called for in this Contract, and has all the rights necessary to convey to the State the unencumbered ownership or licensed use of any and all materials or deliverables required to be provided by the terms of this Contract.

I-N TIME IS OF ESSENCE

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

I-O WORK PRODUCT AND OWNERSHIP

1. Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the 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, the 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. The 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 the Contractor in its business generally, including any all associated intellectual property rights, shall be and remain the sole property of the 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 specifically limited herein.
3. The 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 the 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**

The 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 the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the 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 Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under worker's disability compensation, disability benefit and other similar employee benefit act. A non-resident contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other state the

Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
3. Claims for damages because of bodily injury, sickness or disease, or death, of any person other than his/her employees, subject to limits of liability of not less than \$1,000,000 each occurrence and, when applicable \$1,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$1,000,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
5. Insurance for subparagraphs (3) and (4) non-automobile hazards on a combines single limit of liability basis shall not be less than \$1,000,000 each occurrence and when applicable, \$1,000,000 annual aggregate.
6. Claims for damages because of Errors and Omissions in the performance of duties inherent to the profession of Genetic Testing for Paternity, subject to a limit of liability of not less than \$1,000,000 each occurrence and, when applicable, \$2,000,000 annual aggregate. For this coverage, the State requires that it be named as a co-insured party.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Purchase Order).

BEFORE STARTING WORK THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF THE OFFICE OF PURCHASING, ORIGINAL CERTIFICATE (S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Purchasing.

I-S NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the 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 the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the 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 the 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, the Contractor shall be responsible for all costs incurred by the State in canceling the 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 the 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 the 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 of convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the 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 the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of Contract services no longer practical or

feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the 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. The 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 the Contractor. The State shall give the 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 the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the 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 the 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 the Contractor or may be effective as of the date stated in such written notice.

I-U RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the 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 the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the 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.

2. In the event that State cancels this Contract prior to its expiration for its own convenience, the State shall pay the 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 the 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 the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the Cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the 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, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. 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 the 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 the 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 the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. 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 as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the 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

The 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, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

I-X DELEGATION AND/OR ASSIGNMENT

The 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 Purchasing 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 bidder 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 bidder 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 the Contract or purchase order.

I-Z MODIFICATION OF SERVICE

The Director of Purchasing reserves the right to modify this service during the course of this contract. Such modifications may include adding or deleting tasks that are exclusively outside the control of the Contractor and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the requested changes are subject to acceptance by the State. Changes may be increases or decreases.

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

I-AA ACCEPTANCE OF PROPOSAL CONTENT

The contents of this document and the vendor's proposal will become contractual obligations of this Contract. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

I-BB REVISIONS, CONSENTS, AND APPROVALS

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.

I-CC ENTIRE AGREEMENT

The Contract 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-DD 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 the Contract.

I-EE SEVERABILITY

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

I-FF 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 this Contract.

I-GG RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the 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. The 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-HH 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 the 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 the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-II SURVIVOR

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

I-JJ GOVERNING LAW

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

I-KK MILLENIUM SOFTWARE COMPLIANCE

Bidders shall ensure that applicable components and products are Y2K compliant and certified. Specifically, the bidder shall warrant that all software and hardware which the bidder either sells or licenses to the state of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (e.g., databases, data files, etc.) that provide 4-digit date century; stored data that contain data century recognition, including, but not limited to, data stores in databases and hardware device internal systems dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition), and all processing actions that use or produce date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State systems; user interfaces (i.e., screens, reports, etc.) that accurately show 4-digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

I-LL CONTRACT DISTRIBUTION

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

I-MM TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to twelve (12) months after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance. If the State cancels this Contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the

additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

I-NN DISCLOSURE OF LITIGATION

1. The Contractor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel under this Contract, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.
2. The Contractor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments that may have arisen against it or its subcontractors during the five years proceeding its bid proposal, or which may occur during the term of this Contract or three years thereafter, which involve (1) products or services similar to those provided to the State under this Contract and which either involve a claim in excess of \$250,000 or which otherwise may affect the viability or financial stability of the Contractor , or (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or subcontractor, in any amount less than \$250,000, shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.
3. All notices under subsection 1 and 2 herein shall be provided in writing to the State within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Semi-annually, during the term of the Contract, and thereafter for three years, Contractor shall certify that it is in compliance with this Section. Contractor may rely on similar good faith certifications of its subcontractors, which certifications shall be available for inspection at the option of the State.
4. Assurances - In the event that such investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:
  - a. The ability of the Contractor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or

- b. Whether the Contractor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of Michigan or Federal law, regulation or public policy, then the Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (a) the Contractor or its subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, (b) the Contractor or its subcontractors will not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.
5. The Contractor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this Contract.

I-00 STOP WORK

- 1. The State may, at any time, by written stop work order to the Contractor, require that the 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 the 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, the 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, the Contractor shall resume work. The State shall make 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 the Contractor's costs properly allocable to the performance of any part of this Contract; and
  - b. The 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 the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

I-PP ANNUAL SERVICE REVIEW

Twelve months from the first day of the Contract Period, as indicated on Contract Agreement, a review of the services provided under the terms of this contract may be made. The review will be a joint activity of the FIA Office of Child Support and the Office of Purchasing. The review will consist of an evaluation of the total service, quality, dependability, response to problems, and other specifics as required under the terms of the Contract. The results of the review along with contract recommendations will be published by the Office of Purchasing and distributed to the Office of Child Support and the Contractor. An unsatisfactory review may result in cancellation of the Contract under terms of the Cancellation Clause in this contract. Further, should this contract be canceled for cause, the Contractor so canceled will not be allowed to participate in requests for continuation of this service. Should the contractor desire, a meeting will be arranged between all concerned parties within 10 calendar days of the date the Contractor received, or could have reasonably been expected to receive his/her copy of the review. This meeting will provide an opportunity for the Contractor to present his/her reactions to review recommendations.

**SECTION II**

WORK STATEMENT

II-A BACKGROUND/PROBLEM STATEMENT

The Michigan Family Independence Agency, Office of Child Support (OCS), administers a program to establish paternity and to secure and enforce child support orders, pursuant to a state plan. This is done in compliance with Title IV-D of the Social Security Act. Establishment of Paternity is a Title IV-D requirement, part of which is carried out by prosecuting attorneys in Michigan under cooperative agreements between the Agency and the 83 separate counties. Paternity testing is a valuable tool used by prosecutors statewide to resolve disputes in paternity suits and subsequently establish paternity. The current Contractor for Michigan is National Legal Laboratories, Inc., A Lifecodes Company.

II-B OBJECTIVES

The main objective is to provide uniform, reliable and timely paternity testing services for all Title IV-D cases in Michigan which need paternity establishment and are contested in court. Michigan uses exclusively Deoxyribonucleic Acid (DNA) testing. Reliable paternity tests help ensure due process to alleged fathers and enhance program integrity.

II-C TASKS

1. **Paternity Testing** - The Contractor shall provide the service of genetic testing to establish paternity to the prosecuting attorneys in 83 Michigan counties performing child support services for the Family Independence Agency under cooperative agreements. The prosecutor will designate essential persons to be tested for determining paternity in Title IV-D cases including the mother, child, and alleged father.
2. **Contact with Requester** - The Contractor must establish an 800 number with access for Michigan prosecutors to enable prompt communication with the laboratory. A live person who can respond to most inquiries or put caller in contact with other laboratory personnel who will respond must answer the 800-telephone number for prosecutors. Contact to request the testing services shall be made directly with the Contractor by the Michigan's prosecuting attorneys or their designated staff. All long distance telecommunication costs for these contacts will be borne by the contractor.
3. **Phlebotomy Services** - At the discretion of the prosecutor, Contractor must provide supplies and staff with training and expertise, according to accepted professional standards, at a place agreeable to the prosecutor for specimen collection. This additional provision of phlebotomy services provided by the Contractor will be optional to the prosecutors and is estimated to be utilized in 73% of the cases where the Contractor does the specimen collection. Therefore,

separate compensation will be allowed for phlebotomy services and shall be paid to the laboratory by the putative father or the requesting prosecutor separate from this agreement. Photographs are required for all partial draws, including interstate cases. When the Contractor provides the phlebotomy service, that service shall include all Michigan Title IV-D cases drawn by the Contractor, whether the Contractor performs the testing or not, such as in interstate reciprocal actions. Interstate requests for specimen draws must be accommodated in a timely manner to assist with federally mandated timeframes. Compensation for interstate cooperation phlebotomy services may be outside the scope of this contract, depending upon the specific situation. Payment may or may not come from Michigan. Contractor shall provide the price for phlebotomy services in the Price Proposal, Section IV-F, 2,b.

4. **Postage Paid Specimen Drawing Kits** – For cases, not drawn by the Contractor, the Contractor shall furnish, as directed by the prosecuting attorney, upon request, free of charge, specimen testing kits with prepaid first class postage. These kits shall contain the necessary equipment for the collection of tissue samples, from the child, mother and putative father and other individual, as well as, specimen identification forms and labels for use by the laboratory, health department, or other agency that may collect specimen samples.
  
5. **Photographs** - The Contractor must provide a photograph and a copy of the identification information sheet to the prosecutor whenever specimens are collected as partials. That is, if all three persons are not collected at the same time, photographs or photo identification must be obtained and a copy must be provided to the prosecutor, upon request, with a copy of the identification page. (Digital Imaging would be acceptable.)
  
6. **Specimen Storage** - Contractor must be able to store all specimen for ninety (90) days to allow the prosecutor time to read the report and confer with the client, if necessary. Contractor must be able to store specimens for at least one (1) year for incomplete trios, for mother and child on excluded cases, and for low Probability of Paternity cases (below 99.0%). This allows time for completion of trio, for a second man to be tested with remaining specimen of mother and child, or resolution of problem cases such as low probability or objections by mother regarding the "only man". **NOTE:** A second man tested will be charged as a new case in all instances. Motherless cases will be charged as a trio. If specimens are collected as a trio, they will be charged when the genetic report is sent to the prosecutor. If specimens are collected as partials (not all at the same time) the partial specimens collected can be charged when received. However, the final partial charge will be submitted for the month the genetic report is sent to the prosecutor.
  
7. **Probability of Paternity or Exclusion** - The Contractor must utilize testing systems needed to reach a finding of non-paternity or, when the putative father is not excluded, to calculate the Probability of Paternity, for each putative father tested.

8. **Probability of Paternity** - The Contractor must test putative fathers who are not excluded to at least the 99.0% Probability of Paternity. If reaching this Michigan "rebuttable presumption" level requires testing beyond the routine battery of tests, the expense will be borne by the laboratory. Any additional testing will be at the request and expense of the defendant.
9. **Probability of Exclusion** - Testing of genetic markers by the Contractor shall include the use of multiple systems which will, on the average, result in a minimum cumulative probability of exclusion (CPE) of 99.9% for inclusion cases.
10. **Exclusion** – In DNA systems the Contractor must obtain at least three exclusions to make a finding of non-paternity, for this contract.
11. **Expungement** – Contractor must have the ability to destroy specimen and isolated genomic DNA, on wrongfully accused individuals. The data must be removed from the Contractor's computer and physical files. An authorizing individual must witness and sign off on these processes. This must be a routine procedure completed in approximately 90 days. The Contractor must also notify the exonerated putative father by certified return receipt when genetic material and records are destroyed, (last known address will be supplied by the Prosecutor). The Contracting laboratory must also annually cause an independent audit verifying the laboratory's compliance with expungement procedure. (These tasks are in accordance with the Michigan Statute, Public Act 31 of 2000.)
12. **Buccal Swabs** - Contractor must have the ability to perform *Polymerase Chain Reaction* (PCR) testing for buccal swabs. The Prosecutor, in conjunction with the Circuit Court, will determine which kind of DNA testing is to be used.
13. **Blood Samples** – Contractor must have the ability to perform *Restriction Fragment Length Polymorphism* (RFLP) testing for blood samples. The Prosecutor, in conjunction with the Circuit Court, will determine which kind of DNA testing is to be used.
14. **Report of Test Results** – The Contractor must provide a written two page report of test results to the requesting prosecuting attorney, in accordance with Michigan Public Act 31 of 2000, and shall contain the following information:
  - a. The date(s) of collection of the samples
  - b. The institution's name, address, and telephone number, and its accession or case number
  - c. The name of each person tested and the relationship to the child
  - d. The racial/ethnic background assigned by the laboratory to the known and alleged parent(s)
  - e. The phenotypes established for each person in each genetic system examined
  - f. The original signature of the laboratory director

- g. The identity of the subcontracting laboratory and that portion of the report for which it bears responsibility, if applicable
- h. Opinion
  - 1) A statement as to whether or not the alleged parent(s) can be excluded
  - 2) If an opinion of non-parentage is rendered, the basis for the opinion shall be provided.
  - 3) If there is a failure to exclude, the report shall include the following information:
    - a) The individual Parentage Index for each genetic system reported.
    - b) The type of system; when DNA, denote RFLP or PCR
    - c) The combined paternity index.
    - d) The probability of parentage expressed as a percentage. The prior probability (ies) used to calculate the probability of paternity shall be stated.
  - 4) If the results are inconclusive or unusual, an explanation as to the nature of the problem shall be given.
    - a) The laboratory shall not render an opinion of nonparentage on the basis of a single indirect exclusion or on the basis of an exclusion at a single DNA locus.
    - b) Results inconsistent with parentage testing detected at a single DNA locus shall be reported and shall be incorporated appropriately into statistical calculations.

**NOTE:** Any report sent by electronic mail or Facsimile machine must be followed by original. (If electronic mail or facsimiles are later accepted as legal documents in place of originals, this will no longer apply.)

- 15. **Native American Database** - The Contractor must have a Native American database. List the geographic source of the database to be used. Michigan has a significant percentage of Native American persons, some of whom are tested for paternity each year. Explain how the Native American database will be used when testing Native Americans from Michigan.
- 16. **Turnaround Time for Reports** - The written report on the results of tissue tests and genetic analysis shall be issued within 21 days after the receipt of the final specimen, under normal circumstances. A "*difficult case*" is defined as a case which may take longer to obtain results; i.e., possible recombination or mutation, testing two parties only, testing for extended family studies, testing first degree male relatives, or low Probability of Paternity cases. If stated turnaround time is not met in at least 95% of the cases in a month, payment on late cases will not be made to the laboratory unless authorized by the requesting prosecutor. Repeated failure to meet this standard may be considered default of contract. The final charge will be submitted after the genetic report is sent to the prosecutor.

17. **Prepaid Requests** – Services shall be provided under the terms of this contract and at the request of the prosecuting attorney for all Title IV-D paternity cases regardless of the source of payment. Prices charged for services prepaid by the requesting prosecuting attorney, or any other party to the IV-D case, shall not exceed those billed under the terms of the contract.
18. **Expert Witness Testimony** – The Contractor must make available expert witness testimony in court at the request of the prosecuting attorney. Scheduling arrangements related to the provision of expert witness testimony by the contractor are the responsibility of the requesting prosecuting attorney. Failure to provide this service at the court appointed time may be considered default of contract. Also, affidavit or signing of pleadings in support of Summary Disposition shall be provided upon request.

Compensation for expert witness services shall be included in the unit of service rate quoted by the bidder. The rate must include all expenses borne by the contractor; i.e., travel, lodging, per diem, and professional services for an expert witness engagement. The number of requested engagements will vary and is not under the control of the State of Michigan. For historical information on the number of recent appearances, see Section IV-F, 2, a.

An expert witness engagement is defined as an appearance by one witness for not longer than one day per case. If an engagement requires more effort than covered in the above definition, customary professional fees plus expenses at Michigan's civil service rates will be paid by the prosecutor or defendant.

19. **Repeat Tests** - Repeat tests shall be performed without charge. A procedure shall be considered a repeat test if the specimen is damaged during testing or other laboratory error occurs necessitating a new sample for testing. Repeat testing in more than 5% of contract cases in a month may be considered cause for default of contract. The Contractor must report all repeat tests to the FIA Office of Child Support.
20. **Supplies** – The Contractor shall provide all supplies, materials and equipment required to fulfill specifications, terms, and conditions of this contract, unless stipulated in this document that items will be provided by the FIA Office of Child Support.
21. **Training Seminars** – Upon request, the Contractor shall conduct training seminars, at no cost to the state, for prosecuting attorneys and other IV-D staff concerned with genetic analysis in paternity actions. The Contractor shall advise the state of advances in the field of genetic testing as related to identification of paternity. Requests for training occur approximately once a year. If the training is not located in the Contractor's office space, the cost of the training room will be provided by the requesting agency.
22. **Procedures Manual** – The Contractor must have and maintain a manual detailing all laboratory procedures and polices.

- 23. **Automated Documentation** – The Contractor must arrange with the Office of Child Support for transfer of computer information regarding monthly contract activity used for billing invoice. This information must be in a database format specified by the Office of Child Support, on a 3 1/2-inch computer diskette, and sent with the hard copy of the billing document; electronic transfer of data would also be acceptable. The Contractor must develop an automated interface with the State's Child Support Enforcement System (CSES) for purposes of authorization and verification regarding pending or completed tests and reports. This interface ability must be developed and installed, following the implementation of the CSES High Volume System.
  
- 24. **Electronic Mail/Facsimile Machine** - Contractor must have the ability to communicate with Michigan prosecutors via electronic mail or facsimile machine (FAX).

II-D PROJECT CONTROL AND REPORTS

1. Project Control

- a. The contractor will carry out this project under the direction and control of the Family Independence Agency, Office of Child Support. The contractor shall promptly advise the Contract Administrator of any new scientific advancement that has been AABB recognized that would potentially advance the Title IV-D program and shall provide recommendations for changes.
  
- b. Although there will be continuous liaison with the contractor team, the FIA's project director will meet semiannually, as 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. Other meetings will be arranged at the request of either party.
  
- c. The contractor will submit brief written monthly summaries of progress which outlines 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 FIA'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, the contractor will submit a work plan to the FIA project director for final approval. This final implementation plan must be in agreement with Section IV-C, 2, as proposed by the bidder and accepted by the State for contract, and which must include the following:
  - 1) The contractor's project organizational structure.
  - 2) 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.

- 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

- a. Monthly work product attached to billing document (invoice)
- b. Repeated tests per month
- c. Special statistical analysis upon Office of Child Support request

## II-E MAINTENANCE OF ACCREDITATION

American Association of Blood Banks (AABB) paternity testing laboratory accreditation must be maintained throughout the duration of a contract award. If accreditation is lost for any reason the Contract Administrator should be notified immediately. The AABB Standards for Parentage Testing Laboratories of special relevance to this contract include, but are not limited to:

### General Operational Standards

1. The laboratory shall identify the instruments, equipment, and measuring devices that are critical to the provision of services. The laboratory shall have a process to ensure that calibration, maintenance, and monitoring of these instruments, equipment, and measuring devices conform to these Standards and other applicable requirements and regulations.
2. The laboratory shall have a laboratory director who has a doctoral degree in a biologic science, and sufficient advanced training and practical experience in parentage testing. The laboratory director shall have responsibility and authority for all policies, processes, and procedures used for parentage testing.
3. The laboratory shall have a process to ensure the provision of adequate resources, including the employment of adequate numbers of qualified (by education or experience) individuals; the provision of initial and ongoing training, and continuing education; and competence assessments of those individuals at specified intervals.
4. The laboratory shall establish a program of quality control that is sufficiently comprehensive to ensure that reagents, equipment, and methods function as required. Records shall be maintained. The laboratory shall have a process to ensure that samples and critical materials are handled, stored, and transported in a manner that ensures traceability, prevents damage, and limit deterioration.

5. The laboratory shall participate in a graded external proficiency testing program (1) three times a year for each genetic system routinely analyzed in the laboratory, and (2) once a year for any genetic system occasionally used in the laboratory. If accredited by the AABB, the laboratory shall designate the AABB to receive a copy of their individual evaluation from the sponsoring agency.
6. When a formal proficiency-testing program is not available, the laboratory shall participate, three times a year, in a sample exchange program for determining the accuracy and reliability of test results.
7. The laboratory shall develop and implement policies, processes, and procedures to ensure that the requirements of these Standards and the quality system are satisfied. All such policies, processes, and procedures shall be in writing or captured electronically, and shall be followed.
8. The laboratory shall use a standard method of nomenclature for describing phenotypes in each genetic system.
9. The laboratory shall acquire and maintain the following records relating to each sample collected: name, relationship, and the race/ethnic background of each parent/alleged parent; birth date of the child; place and date of sample collection; name and place of employment of the person collecting the sample, if applicable; and the name of the person verifying collection process, if different from the person collecting the sample.
10. Each sample shall bear the affixed label containing the following information: (1) a unique identification for each sample collected, (2) date of collection, and (3) initials of the person collecting sample. The label shall not be obscured, altered, or removed. The person who provides legal consent for the collection of the sample shall verify the accuracy of its affixed label in writing.
11. Tests required by these Standards and performed in another laboratory shall be performed in a laboratory accredited by the AABB. The identity of the subcontracting laboratory and that portion of the report for which it bears responsibility shall be provided.

#### Testing Standards

The laboratory shall have a process to ensure that all specific testing methods produce accurate results.

**DNA Polymorphism Testing** - When DNA polymorphism testing is used, the laboratory shall use processes and procedures that are generally accepted by the scientific community. Appropriate test controls shall be performed.

1. DNA loci used in parentage testing shall be validated by family studies to demonstrate that the loci exhibit Mendelian inheritance. The mutation frequency

for loci routinely used by the laboratory for parentage testing shall be known and shall be low. Records shall be maintained.

2. The chromosomal location of the polymorphic loci used for parentage testing shall be those recorded by the International Human Gene Mapping Workshop.
3. A human DNA control of known phenotype shall be tested with each analysis.
4. Polymerase Chain Reaction (**PCR**) Testing - When polymerase chain reaction testing is used, the following processes shall include the following requirements:
  - a. Results shall be read and interpreted twice, independently. When electrophoresis is used, ladders composed of discrete fragments of known size or tandem repeat number shall encompass the range of allele sizes routinely detected at the locus in question. Flanking size markers shall be used with sufficient frequency to accurately size or identify alleles.
  - b. STR/AMFLP alleles shall be identified by repeat number as adopted by the International Society of Forensic Haemogenetics.
  - c. For STR/AMFLP testing, co-electrophoresis of DNA from persons whose relationship is at issue shall be an integral part of quality assurance and shall be performed with rare exception.
  - d. A negative control shall be processed during each sample preparation run and subjected to testing to monitor for PCR product contamination.
  - e. Post-amplification samples shall be prevented from contaminating pre-amplification materials.
5. Restriction Fragment Length Polymorphism (**RFLP**) Testing - When restriction fragment length polymorphism testing is used, the processes shall incorporate the following requirements:
  - a. The conditions of hybridization and size(s) of variable and constant fragments associated with each DNA locus shall be documented in the laboratory.
  - b. A method shall be available to ensure complete endonuclease digestion of DNA for testing.
  - c. Sizing ladders composed of discrete fragments of known size shall span the range of allele sizes routinely encountered at DNA loci being tested. Size markers shall be used with sufficient frequency to accurately size alleles.
  - d. DNA profiles shall be read and interpreted twice, independently.
  - e. Co-electrophoresis of DNA from persons whose relationship is at issue shall be

an integral part of quality assurance and shall be performed with rare exception.

- f. The resolution of alleles shall be determined internally and considered appropriately in the calculations.

II-F PRICE PROPOSAL

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in bidder's response to the RFP will be firm for the duration of the contract. No price changes will be permitted. See Section I-AA, Modification of Service.

II-G CONTRACT PAYMENT

All invoices must reflect actual work done. The "unit price" shall be used in compensating the Contractor. The "unit price" shall be the amount contracted to be paid for each unit of service (each individual tested). The Contractor shall submit a monthly invoice of charges, to the Agency's Office of Child Support. BIDDERS PLEASE NOTE: Rates quoted in response to this request are firm for the duration of the proposed contract.

- 1. The invoicing statement shall identify:
  - a. The contract number,
  - b. Purchase Order number,
  - c. Federal Employer (FE) number, and
  - d. Summary of total charges being claimed.
- 2. For each unit of service charged during the billing period, the following information is required:
  - a. Contractor case number or identifier
  - b. FIA client case number, (case number will be supplied by the prosecuting attorney when service is requested)
  - c. Name of the individual(s) tested,
  - d. County from which service request was received,
  - e. Date specimen received,
  - f. Notation of exclusion when applicable, upon completion
  - g. Report date (Date mailed to prosecutor)
  - h. Charge. Indicate if unit price charge has been prepaid.
- 3. All charges should appear on one monthly invoice statement. If there is any reason the amount of a service charge is collected prior to Title IV-D testing, the money shall be sent to the Agency to avoid duplicate charges.
- 4. If there is any reason for supplemental services, the amount of a charge must have a written explanation and prior approval must accompany the billing document.
- 5. The Contractor shall submit to the Office of Child Support a copy of the monthly charges both in hard copy and on a computer diskette and/or electronic file.

6. The invoice statement of charges shall be submitted to the Agency within thirty days (30) following the end of the monthly billing period. If the invoice is not received during this period, no payment shall be made by the Agency for that billing period unless the Office of Child Support specifically authorizes an exception. In no event shall the Agency make payment to the Contractor for invoices submitted more than 180 days after the end of a billing period.

**SECTION III**

CONTRACTOR INFORMATION

III-A BUSINESS ORGANIZATION

PRIMARY CONTRACTOR:

Life Codes Corporation  
2947 Eyde Parkway, Suite 110  
East Lansing, MI 48823

SUB-CONTRACTOR:

N/A

III-B AUTHORIZED CONTRACTOR EXPEDITER:

Dr. Robert Foster  
(800) 837-1504  
e-mail: scottF@dnaegall.com

**APPENDIX A**  
**CONTRACTOR'S TECHNICAL PROPOSAL**  
**(EXCERPTS)**

**IMPLEMENTATION PLAN – SPECIFIC TASKS**

The following implementation plan will describe how Lifecodes EL proposes to accomplish specific tasks as outlined in Section II of the RFP.

**Paternity Testing**

Lifecodes EL will provide the service of genetic paternity testing to the prosecuting attorneys in all 83 Michigan counties who are performing child support services for the Family Independence Agency.

The sole function of Lifecodes EL is the performance and analysis of paternity tests. This assures dedication to a single task, without distractions, permitting a large number of tests to be performed in a relatively short time. Since it is our intent to always be able to supply our clients with the latest and best technology, we have moved from serum protein and red cell enzyme testing, to HLA testing, to DNA testing (both by RFLP and PCR). Our laboratory is committed to maintaining “state-of-the-art” testing at all times.

**Contact with Requester**

Contact to request testing services shall be made directly with Lifecodes EL by prosecuting attorneys or their designated staff. Lifecodes EL provides a toll-free telephone number for the convenience of our clients. This telephone is answered by a live person during normal business hours. After normal business hours, voice mail is available for messages, and all messages will be responded to within 24 hours. The client service representative dedicated to Michigan is Kevin Kirby. The Client Services Supervisor is Tracy Kuchuk and the Administrative Assistant is Dianne Mitchell. Kevin, Tracy and Dianne are familiar with all aspects of the Michigan casework and they are able to assist the prosecutors and /or the Michigan Family Independence Agency and the Office of Child Support with inquiries about the status of a case. The staff will obtain the requested information and, if the information is not readily available, will respond to the requester as quickly as possible. Our staff has been commended many times for the pleasant, courteous and prompt handling of all requests. Lifecodes EL makes the commitment to offer the best test with the finest service. The Laboratory Director, Associate Directors, Laboratory Manager and Supervisors are also available for inquiries.

**PHLEBOTOMY SERVICES & CHAIN OF EVIDENCE**

**Phlebotomy Services**

Since phlebotomy service is an integral part of the chain of evidence, we include here, as well, our procedures for safeguarding the chain. Lifecodes EL, currently known as National Legal Laboratories, will work with all 83 counties in the state to provide services and/or supplies.

We are currently providing complete phlebotomy service for 25 Michigan counties, which represents approximately 73% of all Title IV-D cases done for the state. Lifecodes EL will continue to provide employees with training and expertise in phlebotomy. Our Phlebotomy Supervisor, Linda Brennan, is a registered nurse and she is in charge of training all phlebotomists employed by the laboratory. Lifecodes EL will also provide all phlebotomy supplies,

transportation of specimens to the laboratory and scheduling of draw sites.

Each October a schedule of specimen collection dates for the following year is prepared by the laboratory in conjunction with the Michigan counties who request specimen collection by Lifecodes EL phlebotomists. The laboratory phlebotomist(s) travel to the location designated by the county to do specimen collections on the designated dates. All collected specimens are transported directly to the laboratory in East Lansing on the day of procurement.

For those counties who choose to schedule their specimen collections with local agencies such as hospitals, laboratories or physician's offices, Lifecodes EL will furnish the prosecuting attorneys or the local specimen collection agencies, free of charge, with specimen collection kits which include prepaid first class postage. These kits include a Client Identification form, labels, blood tubes or buccal swabs, bio-hazard packaging materials, prepaid postage to Lifecodes EL, and detailed instructions for obtaining the specimens and completing the Client Identification form.

In addition to our three staff phlebotomists, Lifecodes EL also has a phlebotomy coordinator who can provide specimen collectors in all counties. If a county needs additional specimen collection sites or their present service is not satisfactory, our phlebotomy coordinator can be contacted to provide additional or alternative specimen collection sites.

Our Phlebotomy Supervisor, Linda Brennan, also conducts training sessions at Lifecodes EL for any prosecuting attorneys who are interested in sending their personnel for training in buccal swab collection.

The choice of using our direct phlebotomy service or a local facility always remains the choice of the prosecuting attorney.

**Chain of Evidence**

The phlebotomists will obtain positive identification of all persons from whom specimens are to be collected. The following procedures will be followed to insure that the parties being drawn are properly identified and that the chain of evidence is protected from time of collection until the test report is issued:

- a) The Client Identification form will be filled out completely and submitted with the specimen. Name, address, birthdate and social security number will be obtained from all individuals. Picture identification will be examined and identification numbers will be recorded. The parties will be asked to identify each other (when drawn together), and must initial that they have done so on the Client Identification form.
- b) Polaroid pictures will be obtained for all partial draws, including interstate cases.
- c) A thumbprint will be obtained and will be affixed to the ID form.
- d) Date and location of the specimen collection will be recorded.
- e) The client's blood transfusion/bone marrow transplant history will be indicated on the Client Identification form (blood specimens only).

- f) To safeguard against the possibility of any mix-up or substitution of specimens strict procedures will be followed. When blood specimens are obtained, labels will be affixed to the tubes containing the blood specimens by the phlebotomist. When buccal swab specimens are obtained, all swabs from one individual are placed into a packet used specifically for buccal swab collection and the packet is sealed. Labels will be affixed to each individual packet containing the buccal swab specimens. All labels will bear the name of individual, race, date of specimen collection, and relationship in the case. The specimen collector will initial the label placed on the donor's blood sample or buccal swab packet. Each client will be asked to identify the specimen and verify that all information on the label is correct. Signatures will be obtained on the Client Identification form to indicate that each client has examined the specimen label for correctness, and gives consent for the testing and issuing of a report. The mother will examine the information on the label for the child's specimen and verify that it is correct.

Specimens obtained by the staff of Lifecodes EL will be transported that day directly to the laboratory in a locked case by the phlebotomist. Specimens obtained by other specimen collectors will be sent to Lifecodes EL by prepaid first-class postage or overnight carrier (for interstate cases) in bio-hazard packing provided by the laboratory. When the specimens are received they will be inspected by the receiving personnel for signs of tampering and quality assessment. A unique identifier will be assigned to the specimen and a barcode label will be applied to the specimen and collection form. A second accessioning clerk follows this procedure with a visual order check. Data pertaining to the specimen will be entered into the system and a case number will be assigned. Visual check of the information will be performed by a second accessioning clerk. Specimens will then be forwarded to the laboratory for processing. The accessioning department operates from 8:00 a.m. until 6:00 p.m. Monday through Friday. Specimens will be accessioned the day of arrival at the laboratory, or no later than the following morning. The laboratory is a secured facility and entry is gained only by the use of a swipe card. Specimens will be maintained in secure areas.

After accessioning, the samples will be monitored throughout the testing by their unique identifier/barcode label. Samples will be initially logged into a Lab Management System (LMS). At every transfer step throughout the testing process, a barcode scan order check or visual order check will be performed.

The information will be analyzed by a director who will issue a report of his or her findings. All cases forwarded to the directors will be reviewed and, if acceptable, will be reported within a twelve hour period.

All specimens will be handled and stored in accordance with the standards established by the American Association of Blood Banks.

**Interstate/UIFSA Cases**

Lifecodes EL has a reciprocal relationship with a number of national laboratories and specimen collection facilities. This provides us with an extensive network of thousands of approved collection sites and phlebotomists in the continental United States and abroad. We have a

scheduling center that is in charge of scheduling URESA, other interstate cases, and specimen collection from incarcerated persons. We have always been able to schedule specimen collection in any location requested. The scheduling center will arrange the collection appointment and provide all necessary supplies, forms, collection kit, evidence tape, mailing pouch and all instructions for collecting the specimen and protecting the chain of evidence.

A request for an interstate/intrastate case may be made either by telephone communication, e-mail or fax to Lifecodes EL. After a collection site has been located and an appointment scheduled for the requested party(ies), the requester will be notified.

**Postage Paid Specimen Collection Kits**

For counties who choose to schedule their specimen collection with local agencies, Lifecodes EL will furnish to the prosecuting attorneys, free of charge, specimen collection kits with prepaid first class postage. These kits will include Client Identification forms, labels, blood tubes or buccal swab packets, as requested, bio-hazard packaging materials, prepaid postage to Lifecodes EL, and detailed instructions for obtaining the specimens and completing the Client Identification form. The specimen collector will be required to sign the Client Identification form. In some instances where it may be necessary to avoid the possibility of specimens being delayed, Lifecodes EL will arrange for expedited delivery. This may necessitate the use of an overnight delivery service and this expense will be borne by the laboratory.

A sample of the Client Identification form currently being used by Lifecodes EL is included in the attachments section of this proposal. This form will be changed October 1, 2000 to reflect the Lifecodes name and logo.

The specimens will be picked up each day from the post office by laboratory personnel. Receipt of the specimens will be acknowledged by signature of laboratory personnel on the Client Identification form. Receipt of specimens delivered by overnight express or courier will be acknowledged in the same manner. When the specimens are received, the package will be inspected by the receiving personnel for signs of tampering.

**Photographs**

When all three persons in a case are not collected at the same time, these are considered partial cases and photographs are obtained. Lifecodes EL will provide a photograph and a copy of the Client Identification form to the prosecuting attorney whenever specimens are collected as partial cases. A copy of the Client Identification form for full cases (where all parties are collected together) will also be sent to the prosecuting attorney upon request.

**Specimen Storage**

Lifecodes EL will store all specimens for ninety (90) days from the date the test report is issued. Storage of specimens for incomplete trios, for mother and child(ren) on excluded cases and for low Probability of Paternity cases (below 99.0%), will be for one (1) year. Requests may be made for extended storage time.

### **Probability of Paternity or Exclusion**

For each putative father tested, Lifecodes EL will utilize testing systems needed to reach a finding of non-paternity in at least three (3) separate loci or, when the putative father is not excluded, to calculate the Probability of Paternity to at least 99.0% ( at 0.5 prior probability).

### **Probability of Paternity**

Lifecodes EL will employ a battery of nine (9) DNA-PCR loci for routine testing which will yield a Probability of Paternity greater than 99%. This will be done with the Profiler Plus kit from Perkin-Elmer, using the following loci: D3S1358, vWA, FGA, D8S1179, D21S11, D18S51, D5S818, D13S317 and D7S820. Any case needing additional testing (Probability of Paternity less than 99%) will have as many as seven (7) additional probes tested using the CoFiler kit from Perkin-Elmer and other loci. The CoFiler kit will add the loci D16S539, THO1, TPOX and CSF1PO. The F13AO1 and FESFPS loci are available from the Promega Corporation. Finally, a VNTR (variable number of tandem repeats) locus called D17S5 is available for cases requiring further testing. All loci will be designated on the report according to the nomenclature recorded by the International Human Gene Mapping Workshop.

When RFLP testing is requested by the prosecuting attorney in conjunction with the Circuit Court, the laboratory will employ the loci D12S11, D16S309, D6S132 and D2S44. If additional testing is needed, the loci D7S21 and D17S79 are also available.

### **Probability of Exclusion**

Testing of genetic markers by Lifecodes EL will employ a battery of loci that provide a minimum Probability of Exclusion of 99.9%. This testing will routinely be done using DNA-PCR and/or RFLP methods.

### **Exclusion**

The conclusion that an alleged father is not the father of the tested child will be based on the finding of exclusions in at least three (3) independent loci. All exclusions will be verified by re-testing from original specimens.

### **Expungement**

Lifecodes EL is currently in compliance with Michigan Statute, Public Act 31 of 2000 to destroy the specimen and isolated genomic DNA on wrongfully accused individuals and to remove all data pertaining to these individuals from the laboratory's computer and physical files.

A computer generated list will be produced approximately 90 days after the test report is issued. This report will list all excluded alleged fathers whose specimens and information must be expunged. The specimens and isolated DNA will be destroyed and the data in the computer and the physical files will be deleted. Once this process is completed, a notice will be sent to the exonerated putative father by certified mail indicating that his genetic material and records have been destroyed. A notice will be included with all exclusionary reports requesting the last known address of the exonerated putative father from the prosecuting attorney.

The authorized individual handling the expungement process witnesses the procedure and signs the report indicating that these processes have been completed. An independent audit verifying the laboratory's compliance with the expungement procedure will be conducted annually.

Sample copies of the expungement report and notice to the exonerated putative father are included in the attachments section of this proposal.

**Buccal Swabs**

Lifecodes EL will perform Polymerase Chain Reaction (PCR)-Short Tandem Repeat (STR) testing using buccal swabs on a routine basis. Nine (9) loci will be used in our standard battery of PCR tests (Profiler Plus). An additional seven (7) loci are available using Cofiler and other kits in exceptional cases.

**Blood Samples**

Lifecodes EL will perform Restriction Fragment Length Polymorphism (RFLP) testing using blood samples. Four probes will be used routinely in our standard battery of RFLP tests. Two other probes are also available.

We understand that the Prosecutor, in conjunction with the Circuit Court, will determine which kind of DNA testing is to be used.

The RFLP and PCR systems used by Lifecodes EL are all AABB approved methods. Lifecodes EL is accredited by the AABB for their use and all DNA and PCR testing will be done on site.

**Report of Test Results**

Lifecodes EL will provide a written two page report of the test results to the requesting prosecuting attorney, in accordance with Michigan Public Act 31 of 2000. This report will contain all of the information outlined in Section II, Item 14 a through h.1-4, a & b of the RFP.

Lifecodes EL is currently providing this written two page report, which contains all of the information requested in the RFP.

Samples of our current reports are included in the attachments section of this bid proposal.

**Native American Database**

Lifecodes EL has established Michigan Native American databases for both RFLP and PCR-STR testing. These databases were derived entirely from the Michigan Native American population and can be properly applied to analysis of Native American paternity cases. These databases will be updated routinely.

When the alleged father from Michigan lists his race as Native American, the laboratory will calculate the Cumulative Paternity Index (CPI) for this man using the established database of Michigan Native Americans. When the race is listed as mixed, Native American and some other

race, the laboratory will calculate the CPI using its "Other" database. This will result in the lowest possible CPI. This conservative approach is generally accepted in the field of paternity testing.

**Turnaround Time for Reports**

A written report of the test results signed by the Laboratory Director or one of the Associate Directors will be issued within twenty-one (21) calendar days from the date the last sample was collected, under normal circumstances. Our current average turnaround time is ten (10) days from the date the last sample is collected.

If the stated turnaround time of twenty-one (21) days is not met in at least 95% of the cases, the laboratory understands it will not be paid for the late cases unless authorized by the requesting prosecuting attorney.

**Prepaid Requests**

Under the terms of the current contract, Lifecodes EL has been providing testing and services for all Title IV-D paternity cases regardless of the source of payment, and will continue to do so under the terms of a new contract. Prepaid case charges for Title IV-D paternity cases will be the same as those billed under the terms of the contract.

**Expert Witness Testimony**

Lifecodes EL employs directors with extensive experience in expert witness testimony. The Laboratory Director, Dr. Robert Scott Foster, has testified in more than two hundred and fifty cases nationwide.

Expert witness testimony will be made available for court appearances, personal/telephone/video depositions, responses to interrogatories, and written affidavits. Expert witness testimony will be provided by the Laboratory Director or one of the Associate Directors. He or she will be personally familiar with the processes and procedures used in the laboratory.

Compensation for expert witness services is included in the bid price and will include all expenses borne by the contractor; i.e., travel, lodging, per diem, and professional services for an expert witness engagement. It is understood that an expert witness engagement is defined as an appearance by one witness for not longer than one day per case.

**Repeat Tests**

Lifecodes EL agrees to perform all repeat tests without charge. We understand that repeat testing in more than 5.0% of contract cases in a month may be considered cause for default of the contract. The recollection rate at Lifecodes EL from October 1999 through August 2000 is 0.51%. This is due primarily to insufficient specimen, poor specimen quality, and expungement of specimens collected from previously excluded males. All recollections and repeat tests will be reported to the Office of Child Support with an explanation of the reason for the repeat test.

**Supplies**

Lifecodes EL will provide all supplies, materials and equipment required to fulfill the specifications, terms, and conditions of the contract.

**Training Seminars**

As a contractor, Lifecodes EL will furnish qualified personnel to conduct training seminars for prosecuting attorneys and other IV-D staff who are concerned with genetic analysis in paternity actions. These training seminars will be provided at no cost to the state. Lifecodes EL will also advise the state of any advances in the field of genetic testing as related to the identification of paternity.

**Procedures Manual**

In accordance with good laboratory practice and, as a requirement of accreditation, Lifecodes EL maintains a comprehensive procedures manual that will be constantly updated as new techniques and equipment are evaluated and brought "on-line". This manual, which is reviewed annually and signed by the Laboratory Director, is available for review by the Office of Child Support at our East Lansing facility.

**Automated Documentation**

Lifecodes EL is currently providing the Office of Child Support transfer of computer information regarding monthly contract activity used for the billing invoice. This information is provided on a 3 ½ inch computer diskette in a format which has been specified by the Office of Child Support. The diskette accompanies the hard copy of the billing document. Lifecodes EL will continue to provide this transfer of information by diskette with the billing document and is developing programming to further improve this process under the guidance of the Office of Child Support.

Lifecodes EL will develop an automated interface with the State's Child Support Enforcement System (CSES) for purposes of authorization and verification regarding pending or completed tests and reports. This interface ability will be developed and installed following the implementation of the CSES High Volume System.

**Electronic Mail/Facsimile Machine**

Lifecodes EL has the ability and currently communicates with the Michigan prosecutors via electronic mail and/or facsimile machine. The prosecutors can also access the laboratory by means of our web site at [www.dnalegallab.com](http://www.dnalegallab.com). Each county will be provided a unique PIN number to access their cases through our secure website. The county will be able to monitor the progress of their cases throughout testing.

**MAINTENANCE OF ACCREDITATION**

Accreditation by the American Association of Blood Banks (AABB) will be maintained throughout the duration of this contract. If accreditation is lost for any reason the Contract

Administrator will be notified immediately.

**General Operational Standards**

1. Lifecodes EL is a highly automated “state-of-the-art” parentage testing facility. It is designed to eliminate human error while maintaining high volume throughput. Upon arrival into the laboratory, the specimens are accessioned into the Laboratory Information System (LIS), and assigned a unique bar code for monitoring by the Laboratory Management System (LMS). Extraction of DNA is accomplished by the use of a Hamilton 2200 Robot specifically programmed to deliver precise amounts of reagents. Upon extraction, the DNA concentration is determined in a “fmax” fluorescence microplate reader and the specimen is placed on the workstation of another Hamilton 2200 dedicated to the purpose of adjusting the DNA concentration to a predetermined level. A Hamilton AT Plus Robot adds the reagents necessary for amplification of nine (9) specific genetic loci plus sex typing. Specimens are then moved to a MJ Research Thermocycler where amplification occurs. The amplification products are then applied to vertical acrylamide gels in a Perkin-Elmer ABI 377. During electrophoresis, allelic data is collected for each locus as the DNA fragments migrate past laser detectors. The data is converted to an electropherogram using software developed by Perkin-Elmer and is presented to a technician for allele assignment.

All of the instruments described above are tested, monitored and calibrated according to a prescribed maintenance schedule. This information is documented and signed by the appropriate laboratory personnel.

2. Robert Scott Foster, Ph.D. is the Laboratory Director of Lifecodes EL. Dr. Foster has a Ph.D. in Bacteriology and Immunology and has served as Director or Associate Director of parentage testing laboratories since 1985 and, as such, has sufficient advanced training and practical experience in parentage testing. Dr. Foster has responsibility and authority for all policies, processes, and procedures used for parentage testing at Lifecodes EL.

The process to ensure the provision of adequate resources, including the employment of adequate numbers of qualified individuals is the responsibility of the laboratory manager. The laboratory manager works in conjunction with the laboratory supervisors and human resource manager to select qualified individuals. Our laboratory technicians have degrees in science or medical technology and are provided with in depth training for performance of their duties in parentage testing. Continuing education is provided both internally and externally for all staff of Lifecodes EL, and competence assessments are performed on all staff annually.

3. All reagents and critical materials are either purchased from a vendor who certified their quality, or are made “in house”. All critical materials and reagents, whether purchased or not, are subjected to a quality control procedure prior to use in sample testing. A reagent manual detailing our quality control methods has been compiled which details how to make, store and use reagents. It defines the expected performance of these materials. As new methods and reagents are placed into use in the laboratory, the technical and reagent manuals are updated and signed. The quality control program covers the performance of reagents, instruments and technicians. All quality control work is documented.

4. Lifecodes EL participates in an AABB/CAP program for parentage testing laboratories which is performed three times a year. Typically, we test all systems used by the laboratory in each survey. A copy of our performance will be made available to the state contract manager. This laboratory is pending inspection by the State of New York Department of Health and will participate in their survey that is conducted at least twice each year.
5. Lifecodes EL will participate in the AABB/CAP and New York proficiency surveys. Occasionally, sample exchanges occur according to other contract requirements with other accredited laboratories.
6. Lifecodes EL maintains and follows standard operating procedures and quality control plans which are implemented, documented and reviewed in accordance with good laboratory practice and as a requirement of our continued accreditation by the Parentage Testing Committee of the American Association of Blood Banks.
7. The laboratory uses a standard method of nomenclature for describing phenotypes in each genetic system. The laboratory describes phenotypes as mandated by the AABB. Specifically, homozygote types are listed only once. A list of allele designations is included in the attachments section of this proposal.
8. The Chain of Evidence/Client Identification form used by Lifecodes EL provides documentation of information regarding the name, relationship, and race/ethnic background of each parent and alleged parent. It also provides the birth date of the child, as well as the mother and alleged father; the name and place of employment (if applicable) of the person collecting the specimen; and the name of the verifying witness to the collection when different from the specimen collector. This Client Identification form is returned with the final test report, and a copy is placed into the laboratory folder pertaining to the case.
9. Each specimen is submitted with the name of the person collected, as well as the date of collection and initials of the specimen collector. The adult or child's guardian also signs the Chain of Evidence/Client Identification form verifying the accuracy of the label affixed to the specimen or specimen containment apparatus. Upon arrival, the collection package is inspected for signs of tampering. If there is no sign of tampering, the package is opened and this fact is documented on the Client Identification form. During accessioning, a unique barcode label is attached to each specimen, and this unique identifier is used to monitor the specimen during testing.
10. As previously stated, Lifecodes EL will not use sub-contractors. If additional technical support is needed, other Lifecodes divisions are available to provide this support. All Lifecodes divisions are accredited to perform paternity testing by the AABB. They have validated and demonstrated proficiency in polymerase chain reaction (PCR) testing using short tandem repeats (STRs) as well as restriction fragment length polymorphism (RFLP) techniques. Our extensive menu of DNA tests makes it possible for Lifecodes to accept nearly any specimen type.

## Testing Standards

**DNA Polymorphism Testing** – When DNA polymorphism testing is used, Lifecodes EL will use procedures that have been established by the AABB and are generally accepted by the scientific community. All appropriate test controls shall be performed. These processes ensure that all specific testing methods produce accurate results.

1. All DNA loci used at Lifecodes EL have been validated for use by the manufacturer and by in-house validation studies. Mendelian inheritance has been shown. Mutation rates are known and are used appropriately in paternity calculations following the guidelines of the AABB. Records of mutation rates are maintained and submitted to the AABB annually.
2. The chromosomal location of the polymorphic loci used for parentage testing are those recorded by the International Human Gene Mapping Workshop.
3. The human control K562 is well characterized for each locus employed in both RFLP and PCR-STR testing batteries. This control is used in all analytical and verification gels.
4. Polymerase Chain Reaction (**PCR**) Testing – When polymerase chain reaction testing is used, the following processes will include the following requirements:
  - a. Results are independently read and interpreted twice, first by a technician and then by either a laboratory supervisor or the laboratory manager. Allelic ladders are employed in each gel which flank the range of known alleles at each locus. The Perkin-Elmer STR system also employs an internal lane, or ROX standard. This standard co-migrates with the test DNA and provides direct measurement of allele size. The use of an internal marker provides the most accurate determination of allele size. There is no ambiguity with regard to differences in migration during electrophoresis of specimens and ladders in different lanes.
  - b. STR/AmpFLP alleles will be identified by repeat number as adopted by the International Society of Forensic Haemogenetics except for D17S5. This locus has many microvariants, and we have found it helpful to report actual kilobase pair sizes for these alleles. This results in more discriminatory power for this locus.
  - c. When AmpFLP testing is conducted, a mixed lane containing DNA from the child and alleged father will be employed. Please note, the AABB has revoked its standard requiring co-electrophoresis in PCR-STR testing when a laboratory uses the Perkin-Elmer 377 or any system employing internal lane size markers such as the ROX ladder.
  - d. A negative control is added during each sample preparation and is amplified to test for contamination. Negative and positive controls are amplified and electrophoresed with every amplification setup.
  - e. Separate areas are designated for Pre and Post amplification samples and traffic is

regulated to prevent post-amplification samples from contaminating pre-amplification materials. Equipment and materials are restricted to these areas.

5. Restriction Fragment Length Polymorphism (**RFLP**) Testing – When restriction fragment length polymorphism testing is used, the processes shall incorporate the following requirements:
  - a. The conditions of hybridization and size(s) of the variable and constant fragments associated with each DNA locus are documented in the Lifecodes EL Standard Operating Procedures Manual. This manual defines the conditions of testing and the acceptable parameters of results.
  - b. Each lumigraph displaying the results of band migration patterns for all tested parties is reviewed for completion of endonuclease digestion. Any sample which reveals incomplete digestion or uninterpretable results is re-digested.
  - c. A sizing ladder flanks each case and spans the range of known allele sizes for each locus.
  - d. DNA profiles are read independently four times. The first read is a visual inspection by the supervisor; the second and third reads are by technicians using a digitizer; and the final review of fragments is by a director.
  - e. A mixed lane containing DNA from the child and disputed parent (usually an alleged father) is used with samples from each party in a single gel.

**Allocation of Hours for Tasks**

Listed below is a program evaluation diagram which indicates the number of person hours required in the accessioning, processing and testing process:

**ACCESSIONING**

<u>TASK</u>	<u>No. of Technicians</u>	<u>Time Allotment</u>	<u>Capacity</u>
Open & inspect specimen/ assign barcode number to specimen	2	3 hours	545 specimens

\*\*Decision Point: The acceptance or rejection of a specimen based on set parameters.

Data entry of information into Lab Information System	4	8 hours	545 specimens
---	---	---------	---------------

**RFLP (Blood Collection)**

<u>TASK</u>	<u>No. of Technicians</u>	<u>Time Allotment</u>	<u>Capacity</u>
Blood Extraction	2	12 hours	130 specimens
Restriction Digestion	1	2 hours	130 specimens
Agarose Electrophoresis	1	3 hours	130 specimens
Southern Blotting	1	2 hours	130 specimens
Hybridization A	1	3 hours	130 specimens
Hybridization B	1	3 hours	130 specimens

**PCR (Buccal Swab Collection)**

<u>TASK</u>	<u>No. of Technicians</u>	<u>Time Allotment</u>	<u>Capacity</u>
Buccal Extraction	2	10 hours	648 specimens
Quantification/ Amplification	2	14 hours	648 specimens

\*\*Decision Point: The rejection of an extracted specimen based upon a low, unacceptable, quantification value. Sample is set up for re-extraction using additional swabs.

Acrylamide Electrophoresis	4	14 hours	648 specimens
----------------------------	---	----------	---------------

**RFLP and PCR**

<u>TASK</u>	<u>No. of Technicians</u>	<u>Time Allotment</u>	<u>Capacity</u>
PCR Analysis	1	4 hours	648 specimens
RFLP Analysis	1	4 hours	130 specimens
Supervisor/Director Review	2/2	8 hours	200 Cases

\*\*Decision Point: Electropherogram data is reviewed and accepted by the supervisors.

\*\*Decision Point: Final data and report is reviewed by a Director.

Case Production	3	8 hours	200 Cases
-----------------	---	---------	-----------

\*\*Additional Decision Points throughout the process are handled by the LMS computer system (Lab Management System). A given result is to meet certain conditions in order to proceed forward, or be sent back for additional work. The LMS is monitored by the Laboratory Manager on a regular basis.

### 3. **Prior Experience**

Lifecodes EL (currently National Legal Laboratories) has been performing blood testing for genetic markers in disputed paternity cases since May of 1979. During this period of time, we have tested and reported on over 100,000 cases.

We have performed paternity testing in the State of Michigan continuously since 1979. In 1981, the first contract was issued by the State of Michigan, and we have held a contract with the state ever since. Prior to the 1981 contract, paternity testing in Michigan was performed on an individual county basis. These services are performed for Title IV-D programs. The following description includes information about projects successfully completed for the State of Michigan:

<u>Fiscal Year</u>	<u>Contract Number</u>	<u>Cost Per Trio</u>
1981/1982	ADMIN-82-014	\$240.00
1982/1983	ADMIN-82-014	\$240.00
1983/1984	ADMIN-84-004	\$291.00
1984/1985	ADMIN-85-004	\$270.00
1985/1986	ADMIN-86-009	\$270.00
1986/1987	ADMIN-87-031	\$282.00
1987/1988	ADMIN-88-021	\$294.00
1988/1991	ADMIN-88-021	\$372.00
1991/1994	8488	\$180.00
1994/1996	8488	\$180.00
1996/1999	071B6000535	\$135.00
1999/2001	071B6000535	\$151.50

NAME OF AGENCY: Michigan Family Independence Agency  
Office of Child Support  
P.O. Box 39478  
Lansing, MI 48909  
Telephone: (517)373-6782

CONTACT PERSON: Terry Mehren, Administrative Assistant

DATES OF SERVICE: 1981 – present

COST OF TESTING: \$50.50 per person

Lifecodes EL (currently known as National Legal Laboratories) also performs similar projects for Title IV-D testing in many other states and counties. Most of these state contracts provide the counties with a vendor list of laboratories approved to perform Title IV-D testing in their state. Each county has the option of selecting the laboratory they want to do their testing and negotiate prices based upon the services selected to be performed by the laboratory (testing only; testing and specimen collection by county provided phlebotomists; testing and specimen collection by laboratory provided phlebotomists; etc.).

Following is a list of states and contact persons in which Lifecodes EL (currently known as National Legal Laboratories) is providing Title IV-D testing to individual counties within the state:

**4. Project Staffing**

Lifecodes EL currently staffs a project team of thirty three (33) employees at the East Lansing location who possess talent and expertise in the field of paternity testing and related services. The breakdown of these employees is as follows:

**EXECUTIVE EMPLOYEES**

<u>NAME</u>	<u>QUALIFICATION</u>
Robert Scott Foster, Ph.D.	Laboratory Director/General Manager
Marco Scarpetta, Ph.D.	Associate Director
Anna Longuski	Laboratory Manager
Dianne Mitchell	Administrative Assistant/Office Manager
Tracy Kuchuk	Client Services Manager
Keith Thomas	Accounting Manager

**PROFESSIONAL EMPLOYEES**

<u>NAME</u>	<u>QUALIFICATION</u>
Karen Whitmyer	Laboratory Supervisor – First Shift
Basam Malik	Laboratory Supervisor – Second Shift
Linda Brennan, R.N.	Phlebotomy Supervisor
Jewell Martin	Accessioning Supervisor
John Dover	Lab Technician
Troy McGhee	Lab Technician
Susan Miller	Lab Technician
Daniel Gard	Lab Technician
Corina Rosales	Lab Technician
Alicia Villarimo	Lab Technician
Brian Higgins	Lab Technician
Diana Chamot	Lab Technician
Heidi Gebauer	Lab Technician

\*All of our technicians have professional degrees in the sciences field.

**SUPPORT STAFF EMPLOYEES**

<u>NAME</u>	<u>QUALIFICATION</u>
Mary Ann Johnson	Accessioning Clerk
Linda Kiesling	Accessioning Clerk
Kelly Miller	Accessioning Clerk
Amanda Ruff	Accessioning Clerk
Donna Woods	Laboratory Aide/Inventory Clerk
Sylvia Carman	Phlebotomist
Gale Bentley	Phlebotomist
Kevin Kirby	Michigan Client Services
Ganie Miteff	Client Services
Linda Burchett	Case Production
Christine Esler	Case Production
Nicole Mazur	Case Production
Sheila Rodriguez	Accounting Assistant
Jackie VanStraten	Office Clerk

**APPENDIX B**  
**CONTRACTOR'S PRICING**

**PRICE PROPOSAL**

- 1. LENGTH OF TIME PRICES ARE TO BE HELD FIRM

All rates quoted in Lifecodes EL response to this RFP will be firm for the duration of the contract.

- 2. PRICE RATE PER UNIT OF SERVICE

<b>PRICE PER UNIT</b>	<b>X</b>	<b>ESTIMATED QUANTITY</b>
<b>\$ 06' \$36.00 07' \$37.00</b>	<b>X</b>	<b>87,500</b>

- 3. PRICE PER UNIT OF PHLEBOTOMY SERVICE\*

<b>PRICE PER UNIT</b>	<b>X</b>	<b>ESTIMATED QUANTITY</b>
<b>\$ 5.00</b>	<b>X</b>	<b>63,875</b>

\*Rate Per Unit of Phlebotomy Service will be all-inclusive; i.e., travel costs, equipment, and any other expenses which may be incurred in the performance of phlebotomy service. Arrangements for payment of phlebotomy services will be made directly with the county Title IV-D prosecutor and Lifecodes EL.

- 4. This cost and price analysis is submitted in full compliance with the provisions of the paragraph titled Independent Price Determination in Section III of the RFP wo which this proposal is a response.