

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 9, 2007

CHANGE NOTICE NO. 1  
TO  
CONTRACT NO. 071B7200012  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  <b>Collaborative Testing Services, Inc.</b> <b>21331 Gentry Drive</b> <b>Sterling, VA 20166</b>  sroberts@cts-interlab.com	TELEPHONE (571) 434-1925 <b>Susan Roberts</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 <b>Andy Ghosh, CPPB</b>
Contract Compliance Inspector: Kari Kusmierz <b>Proficiency Tests for Michigan State Police</b>	
CONTRACT PERIOD: From: <b>October 1, 2006</b> To: <b>September 30, 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):**

Effective immediately, this Contract is hereby **EXTENDED** through **September 30, 2008**, and **INCREASED** by **\$28,382.00**. All other terms, conditions, specifications, and pricing remain unchanged.

**AUTHORITY/REASON:**

Per request of the Michigan State Police, Ad Board approval on 11/6/07, and DMB/Purchasing Operations.

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$63,178.00**

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

September 13, 2006

**NOTICE  
 OF  
 CONTRACT NO. 071B7200012  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Collaborative Testing Services, Inc.</b> <b>21331 Gentry Drive</b> <b>Sterling, VA 20166</b>  sroberts@cts-interlab.com	TELEPHONE (571) 434-1925 <b>Susan Roberts</b>
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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 #071I6200326, this Contract Agreement, Forensic Subscription Information & Policies, the terms specified in Contractor's amendment dated August 10, 2006, and the Contractor's quote dated 8/10/2006. The terms of the Collaborative Testing Services, Inc. amendment of August 10, 2006, are an integral part of this Contract and shall prevail in all circumstances.

Estimated Contract Value: **\$34,796.00**

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

**CONTRACT NO. 071B7200012  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Collaborative Testing Services, Inc.          21331 Gentry Drive          Sterling, VA 20166</b>  <div style="text-align: right;">sroberts@cts-interlab.com</div>	TELEPHONE (571) 434-1925 <b>Susan Roberts</b> VENDOR NUMBER/MAIL CODE  BUYER/CA (517) 373-7396 <b>Andy Ghosh, CPPB</b>
Contract Compliance Inspector: Kari Kusmierz <p style="text-align: center;"><b>Proficiency Tests for Michigan State Police</b></p>	
CONTRACT PERIOD: From: <b>October 1, 2006</b> To: <b>September 30, 2007</b>	
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F.O.B.  <div style="text-align: center;"><b>N/A</b></div>	SHIPPED FROM  <div style="text-align: center;"><b>N/A</b></div>
MINIMUM DELIVERY REQUIREMENTS <div style="text-align: center;"><b>N/A</b></div>	
MISCELLANEOUS INFORMATION:  <p><b>The terms and conditions of this Contract are those of ITB #07116200326, this Contract Agreement, Forensic Subscription Information &amp; Policies, the terms specified in Contractor's amendment dated August 10, 2006, and the Contractor's quote dated 8/10/2006. The terms of the Collaborative Testing Services, Inc. amendment of August 10, 2006, are an integral part of this Contract and shall prevail in all circumstances.</b></p> <p><b>Estimated Contract Value:                      \$34,796.00</b></p>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07116200326. A Purchase Order Form will be issued only as the requirements of the Michigan State Police are submitted to Purchasing Operations. Orders for delivery of may be issued directly by the Michigan State Police through the issuance of a Purchase Order Form.

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

**FOR THE VENDOR:**

**Collaborative Testing Services, Inc.**  
 \_\_\_\_\_  
 Firm Name

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

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

\_\_\_\_\_  
 Date

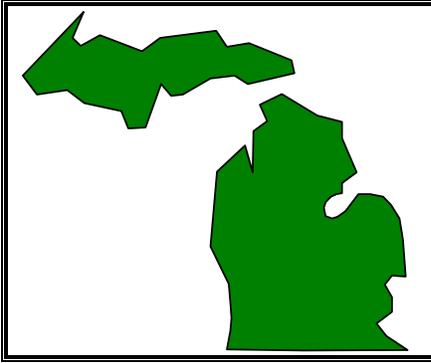
**FOR THE STATE:**

\_\_\_\_\_  
 Signature

**Andy Ghosh, CPPB, Buyer Specialist**  
 \_\_\_\_\_  
 Name/Title

**Services Division, Purchasing Operations**  
 \_\_\_\_\_  
 Department

\_\_\_\_\_  
 Date



**STATE OF MICHIGAN  
Department of Management and Budget  
Purchasing Operations**

**Contract No. 071B7200012  
PROFICIENCY TESTS FOR MICHIGAN STATE POLICE**

Buyer Name: Andy Ghosh  
Telephone Number: 517-373-7396  
E-Mail Address: [ghosha@michigan.gov](mailto:ghosha@michigan.gov)



PROFICIENCY TESTS FOR MICHIGAN STATE POLICE

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## Article 1 – Statement of Work (SOW)

### 1.0 Project Identification

#### 1.001 PROJECT REQUEST

Annual Proficiency Tests are provided to the analytical staff of the Michigan State Police (MSP) Forensic Science Division and semi-annual Proficiency Tests are provided to the DNA analytical staff. These tests are required by the American Society of Crime Lab Directors (ASCLD)/Laboratory Accreditation Board and by the FBI Quality Assurance standards in order to maintain national laboratory accreditation. MSP has seven forensic laboratories, which are accredited since 1985, and these tests are needed to maintain the accreditation.

**The test provider has to be a test provider approved by ASCLD.**  
**<http://www.ascl-d-lab.org/legacy/aslablegacyapprovedproviders.html>**

#### 1.002 BACKGROUND

This Contract includes the general terms and conditions, the Statement of Work and Pricing. Proficiency Tests services are to be performed for the Michigan State Police.

### 1.1 Scope of Work and Deliverables

#### 1.101 IN SCOPE

The scope of this Contract shall include, but not limited to, the following: Blood Stain Pattern Analysis, Latent Prints Examination, Questioned Document Examination, Handwriting Examination, Drug Analysis I, Blood Alcohol Analysis, Firearms Examination, Tool marks Examination, Imprint/Impression Evidence Examination, Flammables Analysis, Fibers Examination, Paint Analysis I, Glass Analysis, and Forensic Biology.

#### 1.102 OUT OF SCOPE – RESERVED

#### 1.103 TECHNICAL ENVIRONMENT - RESERVED

#### 1.104 WORK AND DELIVERABLE

**SEE PAGE TWO (2) for the Proficiency Test Specification.**



Proficiency Test Area	Specification
<b>Bloodstain Pattern</b>	
<b>Bloodstain Pattern Analysis</b>	Contains two sections: <ul style="list-style-type: none"> <li>• Angle of Impact - Determine the angle that blood has impacted target surface.</li> <li>• Pattern Description - Recognize and describe patterns on bloodstained objects/targets. Scenarios and questions concerning the patterns may be included.</li> </ul> <p>* Samples consist of digitally produced photographs.</p>
<b>Prints</b>	
<b>Latent Prints Examination</b>	Comparison of four (4) sets of inked exemplar prints with 8-12 latent prints.  Samples consist of digitally produced photographs.
<b>Drug Analysis</b>	
<b>Drug Analysis</b>	Qualitative analysis of two (2) suspect controlled substance / drug samples.
<b>Toxicology</b>	
<b>Blood Alcohol Analysis</b>	Samples consist of four vials with varying concentrations of whole blood and ethanol or other volatiles. Analysis requires quantitative results.
<b>Questioned Documents</b>	
<b>Questioned Documents Examination</b>	May encompass any aspect of the questioned documents discipline, including handwriting comparison.
<b>Handwriting Examination</b>	Designed solely for the examination and comparison of handwriting. Samples consist of digitally produced photographs.
<b>Firearms and Toolmarks</b>	
<b>Firearms Examinations</b>	Comparison and/or identification of firearms evidence such as expended bullets, ammunition components, expended cartridge cases, etc.
<b>Toolmarks Examination</b>	Examination of toolmarks evidence such as the comparison of a suspect tool with questioned toolmarks.



<b>Trace Evidence</b>	
<b>Imprint/Impression Evidence</b>	Examination and comparison of footwear impressions or other types of imprint/impressions. Samples consist of digitally produced photographs.
<b>Flammables Analysis</b>	Detection, identification and/or comparison of flammable residues. Samples are contained within Kapak® Fire DebrisPAK™ bags and include a control bag.
<b>Fibers Examination</b>	Examination, identification and comparison of synthetic and/or processed natural fibers.
<b>Paint Analysis</b>	Analysis and comparison of paint.  Samples are restricted to materials which meet the definition of paint as outlined by the Federation of Societies for Coatings Technology.
<b>Glass Analysis</b>	Analysis and comparison of glass.
<b>Forensic Biology</b>	
<b>Forensic Biology</b>	<p>Samples consist of bloodstain standards and suspected dried body fluid stains. The substrates and analyses vary; see test descriptions below for details.</p> <ul style="list-style-type: none"> <li>☛ Bloodstain standards are on cotton swatches; unknown stains are on various substrates. Participants may report results for screening tests, conventional serology markers, and PCR/STR/mtDNA analyses.</li> <li>☛ Bloodstain standards are on Whatman FTA® GeneCards; unknown stains are on various substrates. These tests are designed for screening tests and PCR/STR/mtDNA analysis only.</li> </ul>

## 1.2 Roles and Responsibilities

### 1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

- a. The Contractor shall provide Proficiency Tests on an as needed, if needed, basis. The exact timing and scheduling of the Contractor's services shall be between the State agency's coordinator and the Contractor at the time of need.
- b. The Contractor will provide those services requested based on their ability to conform to the Work and Deliverables specified in the Contract document.
- c. The Contractor must obtain a Purchase order number from the requesting agency prior to filling any order.



## 1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The MSP Compliance Inspector for this Contract is-

**Kari Kusmierz**  
Michigan State Police  
Forensic Science Division  
7320 N. Canal Road  
Lansing, MI 48913  
Ph: 517-322-6124  
*kusmierk@michigan.gov*

## 1.203 OTHER ROLES AND RESPONSIBILITIES - RESERVED

## 1.3 Project Plan

### 1.301 PROJECT PLAN MANAGEMENT

The Contractor will carry out this project under the direction and control of the DMB Purchasing Operations. Although there will be continuous liaison with the Contractor team, the State agency's coordinator will meet periodically with the Contractor's project manager, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.

### 1.302 REPORTS

Each test, distributed by the test provider, requires that the analytical staff at MSP, Forensic Science Division, take the test and submit the test results by a specific deadline (specified by test provider). Once the test is submitted to the test provider, it is also sent to ASCLD/LAB as part of our accreditation requirement. The ASCLD/LAB accreditation standards require that all analysts in the Forensic Science Division take one proficiency test per year in the forensic discipline in which they conduct casework. The one exception is in DNA. All DNA scientists are required to take two (2) tests per year according to the FBI Quality Assurance Guidelines.

## 1.4 Project Management

### 1.401 ISSUE MANAGEMENT

This project is impacted by funding that could be reduced not only due to budget constraints but impacted by consumer census levels. The funding could be reduced due to budget issues, which could result in only part of the deliverables being received. Additionally, due to increasing or decreasing consumer census levels, the amount of deliverables required could change.

### 1.402 RISK MANAGEMENT

Risk and Issues are not the same. Risks are those things that you can assume or anticipate in a project. Issues are imminent threats or things that have already occurred. Risk management generally involves (1) identification of the risk, (2) assigning a level of priority based on the probability of occurrence and impact to the project, (3) definition of mitigation strategies, and (4) monitoring of risk and mitigation strategy. Risk assessment review should be conducted on a regular basis. Include phone numbers, email addresses if relevant, of the responsible parties handling Risk Management processes.

### 1.403 CHANGE MANAGEMENT

The Agency Project Manager will identify any changes to the project. These changes could include increased/decreased need.

Requests for modification of the Contract, whether in scope, pricing, time frames, or a combination of thereof, must be submitted through the Department of Management and Budget, Purchasing Operations' Buyer, (see section 2.014) for approval and processing, or denial (see Section 2.101, generally).



If a proposed Contract change is approved by the Contract Compliance Inspector, the Contract Compliance Inspector will submit a request for change to the Department of Management and Budget, Purchasing operations, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice.

**Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

## 1.5 Acceptance

### 1.501 CRITERIA

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this SOW. Services must be presented in writing to the Agency Project Manager. Services must meet the agreed upon criteria between the Agency Project Manager and the Contractor. The Agency Project Manager must approve the services in writing to the Contractor within two (2) weeks from the date of submittal. Any rejections of services shall be in writing to the Contractor and shall outline the reasons for rejection.

### 1.502 FINAL ACCEPTANCE

The agency has the right to determine if the services are acceptable and the specified requirements are complete. Any intermediate acceptance of sub-Deliverables does not complete the requirement of Final Acceptance.

## 1.6 COMPENSATION AND PAYMENT

State shall pay Contractor for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW.

The Contractor shall submit monthly bills itemizing activities and hours spent. Payment will be made on a monthly basis. All invoices should reflect actual work completed by payment date, and must be approved by Agency Project Manager prior to payment. Travel time will not be reimbursed.

## 1.7 Additional Terms and Conditions Specific to this SOW - RESERVED



## Article 2 – General Terms and Conditions

### 2.0 Introduction

#### 2.001 GENERAL PURPOSE

This Contract is for Proficiency Tests for the Michigan State Police, Forensic Science Division for the State of Michigan. Orders will be issued directly to the Contractor by the State agency on the Purchase Order Contract Release Form.

#### 2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the Michigan State Police. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

**Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the Contract from any individual or office other than Purchasing Operations and the listed Contract administrator**

All communications covering this procurement must be addressed to Contract administrator indicated below:

Department of Management and Budget  
Purchasing Operations  
Attn: Andy Ghosh  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 373-7396  
*ghosha@michigan.gov*

#### 2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

#### 2.004 CONTRACT TERM

The term of this Contract will be for one (1) year and will be effective October 1, 2006 through September 30, 2007.

**Option.** The State reserves the right to exercise two one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.



**Extension.** At the sole option of the State, the Contract may also be extended. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended Contract shall be considered to include this option clause.

## 2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## 2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU § 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

## 2.007 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.

**2.008 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.

**2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

**2.010 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.

**2.011 SURVIVORSHIP**

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 the Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the 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.

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

**2.1 Vendor/Contractor Obligations****2.101 ACCOUNTING RECORDS**

The Contractor and all subContractors shall 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 Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**2.102 NOTIFICATION OF OWNERSHIP**

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.
2. The Contractor shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing Operations or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

### **2.103 SOFTWARE COMPLIANCE**

The vendor warrants that all software for which the vendor 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 (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and 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 system; 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.

### **2.104 IT STANDARDS - RESERVED**

### **2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - RESERVED**

### **2.106 PREVAILING WAGE - RESERVED**

### **2.107 PAYROLL AND BASIC RECORDS - RESERVED**

### **2.108 COMPETITION IN SUB-CONTRACTING**

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

### **2.109 CALL CENTER DISCLOSURE**

Vendor and/or all subContractors involved in the performance of this Contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

## **2.2 Contract Performance**

### **2.201 TIME IS OF THE ESSENCE**

Contractor/Vendor is on notice that time is of the essence in the performance of this Contract. Late performance will be considered a material breach of this Contract, giving the State a right to invoke all remedies available to it under this Contract.



## 2.202 CONTRACT PAYMENT SCHEDULE

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

## 2.203 POSSIBLE PROGRESS PAYMENTS - RESERVED

## 2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS - RESERVED

## 2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State Contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

## 2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED

### 2.3 Contract Rights and Obligations

#### 2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

#### 2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all Contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subContracted, the Contract must include a list of subContractors, including firm name and address, contact person and a complete description of work to be subContracted. The State reserves the right to approve subContractors and to require the Contractor to replace subContractors found to be unacceptable. The Contractor is totally responsible for adherence by the subContractor to all provisions of the Contract. Any change in subContractors must be approved by the State, in writing, prior to such change.

#### 2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this Contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the 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 Director of Purchasing Operations.

The Contractor shall not delegate any duties or obligations under the Contract to a subContractor other than a subContractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

**Contractor must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that bidder provided in the bid.**



## 2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

## 2.305 INDEMNIFICATION

### General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subContractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subContractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subContractors in its or their capacity as an employer of a person.



#### Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subContractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

#### Code Indemnification

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

#### Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, 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 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 sub clause.

#### Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

#### Indemnification Procedures

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

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



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

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

### **2.306 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 apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

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

### **2.307 CONTRACT DISTRIBUTION**

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

### **2.308 FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.



### 2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

### 2.310 LIABILITY INSURANCE

#### A. Insurance

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

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

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

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

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

See [www.michigan.gov/cis](http://www.michigan.gov/cis)

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

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

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



1. Commercial General Liability with the following minimum coverage:

\$100,000.00	General Aggregate Limit other than Products/Completed Operations
\$100,000.00	Products/Completed Operations Aggregate Limit
\$100,000.00	Personal & Advertising Injury Limit
\$100,000.00	Each Occurrence Limit

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

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

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

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

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

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

4. Employers liability insurance with the following minimum limits:

\$100,000	each accident
\$100,000	each employee by disease
\$100,000	aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its SubContractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: One Hundred Thousand dollars (\$100,000.00) each occurrence and One Hundred Thousand dollars (\$100,000.00) annual aggregate.



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

**B. SubContractors**

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

**C. Certificates of Insurance and Other Requirements**

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least 30 days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

**2.311 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 90 days 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.



### 2.312 WORK PRODUCT

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.

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 and 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 as specifically limited herein.

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.

### 2.313 PROPRIETARY RIGHTS - RESERVED

### 2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

## 2.4 Contract Review and Evaluation

### 2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations.** The Contract Compliance Inspector for this project is:

**Kari Kusmierz**  
Michigan State Police  
Forensic Science Division  
7320 N. Canal Road  
Lansing, MI 48913  
Ph: 517-322-6124  
[kusmierk@michigan.gov](mailto:kusmierk@michigan.gov)



## **2.402 PERFORMANCE REVIEWS**

Purchasing Operations in conjunction with the Michigan State Police may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

## **2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS**

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

## **2.5 Quality and Warranties**

### **2.501 PROHIBITED PRODUCTS - RESERVED**

### **2.502 RESERVED**

### **2.503 RESERVED**

### **2.504 GENERAL WARRANTIES (goods) - RESERVED**

### **2.505 CONTRACTOR WARRANTIES**

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

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;



8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.
9. The Contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the Contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this Contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any Contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

**2.506 STAFF - RESERVED****2.507 SOFTWARE WARRANTIES - RESERVED****2.508 EQUIPMENT WARRANTY - RESERVED****2.509 PHYSICAL MEDIA WARRANTY - RESERVED****2.6 Breach of Contract –****2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.



In addition to any remedies available in law and by the terms of this Contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.

#### **2.602 NOTICE AND THE 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.

#### **2.603 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 hereunder 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.



## 2.7 Remedies

### 2.701 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 re-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 for 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 limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the 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. Approvals Rescinded. The State may terminate this Contract without further liability or penalty 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 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

**NOTE: SEE APPENDIX B (Forensics Information & Policies)** regarding additional cancellation policies applicable to this Contract.

## 2.702 RIGHTS UPON CANCELLATION

**Termination Assistance.** If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

## 2.703 LIQUIDATED DAMAGES - RESERVED

## 2.704 STOP WORK - RESERVED

## 2.705 SUSPENSION OF WORK

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this Contract, or (2) by the Contract Administrator's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and



- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

## 2.8 Changes, Modifications, and Amendments

### 2.801 APPROVALS

The Contract may not be 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.

### 2.802 TIME EXTENTIONS

Time extensions for Contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

### 2.803 MODIFICATION

Purchasing Operations reserves the right to modify this Contract at any time during the Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed 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 SPECIFICATION.**

**The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor.** The item(s) may be included on the Contract, only if prior written approval has been granted by Purchasing Operations.

### 2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this Contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

**2.805 CHANGES**

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the Contract, including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
  
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
  - (1) The date, circumstances, and source of the order; and
  - (2) That the Contractor regards the order as a change order.
  
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



## Proficiency Tests for Michigan State Police

Contract 071B7200012

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
001	961-48	9	EA	\$310	\$2790

Establish a three (3) year contract for bloodstain pattern analysis. Contains two (2) sections:

\*Angle of impact – Determine the angle that blood has impacted target surface

\*Pattern description – Recognize and describe patterns on bloodstained objects/targets. Scenarios and questions concerning the patterns may be included.

(Samples consist of digitally produced photographs)

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
002	961-48	10	EA	\$349	\$3490

Establish a three (3) year contract for latent prints examination. Comparison of four (4) sets of inked exemplar prints with 8-12 latent prints. Samples consist of digitally produced photographs.

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
003	961-48	3	EA	\$144	\$432

A three (3) year contract for questioned documents examination. May encompass any aspect of the questioned documents discipline, including handwriting comparison.

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
004	961-48	3	EA	\$250	\$750

Establish a three (3) year contract for handwriting examination. Designed solely for the examination and comparison of handwriting. Samples consist of digitally produced photographs.

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
005	961-48	32	EA	\$148	\$4736

Establish a three (3) year contract for drug analysis I. Qualitative analysis of two suspect controlled substance/drug samples.



<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
006	961-48	3	EA	\$110	\$330

Establish a three (3) year contract for blood alcohol analysis samples consist of four vials with varying concentrations of whole blood and ethanol or other volatiles. Analysis requires quantitative results.

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
007	961-48	9	EA	\$156	\$1404

Establish a three (3) year contract for firearms examination. The comparison and/or identification of firearms evidence such as expended bullets, ammunition components, expended cartridge cases, ect.

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
008	961-48	8	EA	\$172	\$1376

A three (3) year contract for toolmarks examination. Examination of toolmarks evidence such as the comparison of a suspect tool with questioned toolmarks.

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
009	961-48	8	EA	\$210	\$1680

A three (3) year contract for imprint/impression evidence exam. Examination and comparison of footwear impressions or other types of imprint/impressions. Samples consist of digitally produced photographs.

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
010	961-48	8	EA	\$162	\$1296

A three (3) year contract for flammables analysis. Detection, identification and/or comparison of flammable residues. Samples are contained with kapak fire debris bags and include a control bag.

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
011	961-48	8	EA	\$122	\$976

A three (3) year contract for fibers examination. Examination, identification and comparison of synthetic and/or processed natural fibers.

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
012	961-48	6	EA	\$122	\$732

A three (3) year contract for Paint Analysis I. Analysis and comparison of paint. Samples are restricted to materials which meet the definition of paint as outlined by the federation of societies for coatings technology.



<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
013	961-48	7	EA	\$122	\$854

Establish a three (3) year contract for glass analysis. Analysis and comparison of glass.

<u>Item</u>	<u>Commodity Code</u>	<u>Qty</u>	<u>U/M</u>	<u>Unit Cost</u>	<u>Amount</u>
014	961-48	93	EA	\$150	\$13,950

A three (3) year contract for forensic biology. Samples consist of bloodstain standards and suspected dried body fluid stains. The substrates and analyses vary; see test description below for details:

\*Bloodstain standards are on cotton swatches; unknown stains are on various substrates. Participants may report results for screening tests, conventional serology markers, and PCR/STR/MTDNA analyses.

\*Bloodstain standards are on whatman FTA genecards; unknown stains are on various substrates. These tests are designed for screening tests and PCR/STR/MTDNA analysis only.

Total Bid: \$34,796 (2007 Tests)



## Forensics Subscription Information & Policies

### Prices

The prices listed beside each test are in U.S. dollars. There are two prices, one for U.S. and Canadian labs and one for all other countries. The price charged is determined by the address to which CTS ships the test samples.

The same terms are offered to all subscribers; CTS does not offer pricing discounts. Prices in this Catalogue are valid only for tests scheduled to be conducted during 2007.

### Enrollment Deadlines

To guarantee your enrollment in all 2007 tests, your order must be received no later than November 1, 2006.

Please refer to the Forensics Catalogue for mid-year deadlines for selected tests.

### Billing Information

Participation is on a prepaid subscription basis. A purchase order or payment must accompany the Subscription Form. Subscriptions will not be processed until payment/p.o. is received.

*Important:* If you choose to send a purchase order, please note that Purchase orders are billed upon receipt; payment terms are Net Due. Subscriptions do not commence until payment is received. Therefore, test samples will not be shipped until invoices are paid in full.

CTS accepts checks and VISA/MasterCard. Checks must be in U.S. dollars drawn on a U.S. bank, made out to Collaborative Testing Services, Inc.

We also accept electronic funds transfers from our international customers. International organizations that wish to send electronic funds transfers should contact CTS for bank information.

### Sample Replacement Policy

Requests for replacement of missing or damaged samples must be received no later than two weeks before the data due date. This is the minimum time frame in which we can guarantee you will receive the samples and still be able to complete the test by the deadline.

We suggest all test materials be checked immediately upon receipt. All test samples are packaged independently of the outer wrapping. Therefore, opening the outer package to determine that all the contents are present and in good shape will not compromise the integrity of the test.

### Cancellation Policy

*This cancellation policy applies only to CTS Forensics tests. Please refer to the CTS 2007 Catalogue of Interlaboratory Tests for the cancellation policy that pertains to all non-Forensics tests.*

Samples for CTS interlaboratory tests are made to order, and generally require considerable lead time. Therefore, in order to honor our commitment to our manufacturers, we can not make last minute changes.

*Please review all test descriptions carefully. We encourage you to contact CTS with any questions to ensure that your lab subscribes to the tests that best fit your requirements.*

In the event that a lab must withdraw from a test, our cancellation policy is as follows:

1. All cancellation requests must be submitted in writing.
2. Full refund (or full credit) will be issued only if a test is canceled before the published enrollment deadline (November 1, March 15, June 15) that pertains to the test.
3. No refund or credit will be issued if a Late Order Purchase (LOP) test is canceled.
4. No refund will be issued for a test after the refund period has expired. However, a lab may be eligible for a credit that can be applied to other CTS tests. The lab should contact Subscriber Services to determine how much credit, if any, is available. Credits will expire if not applied to a 2007 or 2008 test.
5. Samples are never re-used by CTS and therefore are not returnable. If a customer returns his sample package to our office, CTS will not provide a refund or credit of any portion of the subscription fee. CTS will only reship returned sample packages upon request by the lab, and CTS will reship the package by ground delivery.
6. Failure to remit a test fee and any applicable shipping charges in a timely manner will result in a cancellation of the subscription by CTS.

### International Orders

While all samples are labeled "No Commercial Value" some countries may assess duties and/or taxes. Customs, brokerage, and import fees are not included in the shipping charges or test fees. It is the responsibility of the recipient to pay those charges.

CTS will make every effort to ensure proper delivery of your samples. All samples are sent via selected couriers to assure traceability; we automatically use a tracking service to locate lost shipments. If necessary, the decision to send replacement samples or issue a credit will be made on a case-by-case basis. However, CTS will not issue credits or refunds for samples that are delayed or refused entry into your country, or are unclaimed by the recipient.

Due to the automated nature of CTS' sample packaging and shipping process, international customers may not specify a courier or delivery method. Rather, the customer must accept the shipper selected by CTS. With each sample package, CTS will include a standard commercial invoice (and an import/export permit if required for Drug Analysis samples). CTS cannot honor requests for custom, individual or additional shipping documents.

### Caveats

Participation in an interlaboratory testing program compares a lab's ability to conduct a particular test against other participating laboratories. The consensus results, however, are not a guarantee of performance.

CTS does not in any way "grade" the forensic test results. Whenever a lab chooses to submit its test results for accreditation, the lab's accrediting body solely determines whether or not that lab has met its proficiency testing requirements.

A test may be withdrawn if there are not enough subscribers to ensure the validity of the results; generally, a minimum of 25 participants is required.

If a sample distributed by CTS for use in a test should prove to be defective, CTS' liability is limited to replacement of the sample, if time and supplies permit, or a refund of the test fee if the sample cannot be replaced.