

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

October 3, 2010

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B8200279
 (Supersedes Contract #071B4200020)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (214) 271-8406 Ms. Carla DellaValle
Orchid Cellmark Inc. 13988 Diplomat Drive, Suite 100 Farmers Branch, TX 75234 cdellavalle@orchid.com		
		BUYER/CA (517) 373-6327 Mary Ostrowski
Contract Compliance Inspector: Jeff Nye (517) 719-4460 Short Tandem Repeat (STR) DNA Analysis - MSP - FSD		
CONTRACT PERIOD: From: August 25, 2008 To: November 30, 2011		
TERMS		SHIPMENT
N/A		N/A
F.O.B.		SHIPPED FROM
N/A		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE:

Effective immediately, this Contract is hereby EXTENDED to November 30, 2011. All other terms, conditions, pricing remains the same.

AUTHORITY/CHANGE:

Per agreement of MSP and DTMB Purchasing Operations and the approval of the State Ad Board on September 30, 2011.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,944,487.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **August 23, 2010**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B8200279
 (Supersedes Contract #071B4200020)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (214) 271-8406 Ms. Carla DellaValle
Orchid Cellmark Inc. 13988 Diplomat Drive, Suite 100 Farmers Branch, TX 75234 cdellavalle@orchid.com		
		BUYER/CA (517) 373-6327 Mary Ostrowski
Contract Compliance Inspector: Jeff Nye (517) 719-4460 Short Tandem Repeat (STR) DNA Analysis - MSP - FSD		
CONTRACT PERIOD: From: August 25, 2008 To: September 15, 2011		
TERMS	SHIPMENT	
N/A	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE:

Effective immediately, BioTracks Express property crime testing services are hereby added to the contract per the following:

The cost to use BioTracks Express™ is \$245 per sample for batches of 70 samples or more with a turn-around time of 30 days.

- 1) Samples are only run through the process once (except for reloading samples due to gel failure). Samples that do not work the first are not re-extracted or put through post-PCR purification steps like Montage filtration.
- 2) Samples with a DNA quantification value of 10 picograms or less are not analyzed further.
- 3) Orchid Cellmark uses a report that focuses on providing the minimum information needed to get the data into CODIS.

The Buyer for this Contract is CHANGED to Mary Ostrowski (517) 373-6327

All other terms, conditions and specifications remain unchanged.

AUTHORITY/CHANGE:

Per Contractor email dated 5/27/2010, agency agreement dated 8/16/2010 and DTMB approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,944,487.00

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

July 2, 2010

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B8200279
 (Supercedes Contract #071B4200020)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (214) 271-8406
Orchid Cellmark Inc. 13988 Diplomat Drive, Suite 100 Farmers Branch, TX 75234		Ms. Carla DellaValle
cdellavalle@orchid.com		BUYER/CA (517) 373-7396
Contract Compliance Inspector: Jeff Nye (517) 719-4460		Andy Ghosh
Short Tandem Repeat (STR) DNA Analysis - MSP - FSD		
CONTRACT PERIOD: From: August 25, 2008		To: September 15, 2011
TERMS	SHIPMENT	
N/A	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE:

Effective immediately, this contract is hereby extended through September 15, 2011 and increased by \$1,000,000.00.

All other terms, conditions and specifications remain unchanged.

AUTHORITY/CHANGE:

Per request of MSP, agreement per Orchid Cellmark, Inc., Ad Board approval on 6/30/10 and DTMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$1,944,487.00

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

July 16, 2009

**CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B8200279
 (Supercedes Contract #071B4200020)
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (214) 271-8406 Ms. Carla DellaValle
Orchid Cellmark Inc. 13988 Diplomat Drive, Suite 100 Farmers Branch, TX 75234 cdellavalle@orchid.com		
		BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: Jeff Nye (517) 719-4460 Short Tandem Repeat (STR) DNA Analysis - MSP - FSD		
CONTRACT PERIOD: From: August 25, 2008 To: September 30, 2010		
TERMS	SHIPMENT	
N/A	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE: Effective July 1, 2009, this Contract is hereby:

- (1) **RENEWED** and **EXTENDED** through September 30, 2010, exercising option 04 of 05 options;
- (2) **INCREASED** by \$500,000.00 for the Michigan State Police; all rates per unit costs will remain the same as a condition of renewal; and,
- (3) **UPDATED** with vendor contact:
 - a. **Technical Manager, Melanie Trapani**
(214) 271-8355 – mtrapani@orchid.com
 - b. **Contract/Adm Manager – Carla DellaValle**
(214) 271-8406 – cdellavalle@orchid.com

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

AUTHORITY:

- Agency Request dated 04/22/2009;
- DMB-Purchasing approval of request dated 04/28/2009;
- Vendor concurrence and agreement dated 05/15/2009;
- State Administrative Board review and approval dated 06/16/2009.

REVISED CURRENT AUTHORIZED SPEND LIMIT: **\$944,487.00**

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 11, 2008

NOTICE
TO
CONTRACT NO. 071B8200279
 (Supercedes Contract #071B4200020)
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Orchid Cellmark Inc. 13988 Diplomat Drive, Suite 100 Farmers Branch, TX 75234 rgiles@orchid.com		TELEPHONE (214) 271-8401 Bob Giles, Ph.D.
		BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: Jeff Nye (517) 719-4460 Short Tandem Repeat (STR) DNA Analysis - MSP - FSD		
CONTRACT PERIOD: From: August 25, 2008 To: June 30, 2009		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

The terms and conditions of this Contract are attached. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

This Contract replaces Contract #071B4200020 due to vendor merger. No additional funds have been added to this Contract.

Current Authorized Spend Limit: **\$444,487.00**

**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. 071B8200279
 (Supercedes Contract #071B4200020)

**between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Orchid Cellmark Inc. 13988 Diplomat Drive, Suite 100 Farmers Branch, TX 75234 <p style="text-align: right;">rgiles@orchid.com</p>	TELEPHONE (214) 271-8401 Bob Giles, Ph.D. BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: Jeff Nye (517) 719-4460 <p style="text-align: center;">Short Tandem Repeat (STR) DNA Analysis - MSP - FSD</p>	
CONTRACT PERIOD: From: August 25, 2008 To: June 30, 2009	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are attached. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>This Contract replaces Contract #071B4200020 due to vendor merger. No additional funds have been added to this Contract.</p> <p>Current Authorized Spend Limit: \$444,487.00</p>	

<p>FOR THE CONTRACTOR:</p> <p style="text-align: center;">Orchid Cellmark Inc. _____ Firm Name</p> <p style="text-align: center;">_____ Authorized Agent Signature</p> <p style="text-align: center;">_____ Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____ Date</p>	<p>FOR THE STATE:</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">Malynda Little, Buyer Specialist _____ Name/Title</p> <p style="text-align: center;">Services Division, Purchasing Operations _____ Division</p> <p style="text-align: center;">_____ Date</p>
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**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

August 20, 2008

**CHANGE NOTICE NO. 8
 TO
 CONTRACT NO. 071B4200020
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Reliagene Technologies Inc. 5525 Mounes Street, Suite 101 New Orleans, LA 70123 Jtabak@reliagene.com	TELEPHONE (800) 256-4106 ex 111 Jonathan Tabak
	BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: Dorothy Catella MSP – FSD (517) 322-6135 Laboratory Services - DNA Analysis – MSP - FSD	
CONTRACT PERIOD: From: October 1, 2003 To: August 25, 2008	
TERMS Net 30 Days After Receipt of Invoice	SHIPMENT As Directed
F.O.B. Delivered	SHIPPED FROM Per Contract
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective August 25, 2008, this Contract is hereby CANCELLED and REPLACED with Contract #071B8200279 due to Vendor merger.

AUTHORITY/REASON:

Per vendor/agency request and DMB Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT: \$1,250,000.00

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

July 15, 2008

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B4200020
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Reliagene Technologies Inc. 5525 Mounes Street, Suite 101 New Orleans, LA 70123 Jtabak@reliagene.com	TELEPHONE (800) 256-4106 ex 111 Jonathan Tabak
	BUYER/CA (517) 373-8622 Malynda Little
	Contract Compliance Inspector: Dorothy Catella MSP – FSD (517) 322-6135 Laboratory Services - DNA Analysis – MSP - FSD
CONTRACT PERIOD: From: October 1, 2003 To: June 30, 2009	
TERMS Net 30 Days After Receipt of Invoice	SHIPMENT As Directed
F.O.B. Delivered	SHIPPED FROM Per Contract
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective July 15, 2008, this Contract is hereby **EXTENDED** through June 30, 2009, and **INCREASED** by \$247,500.00. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request, Ad Board approval on 7/15/08, and DMB Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$1,250,000.00

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

June 16, 2008

**CHANGE NOTICE NO. 6
 TO
 CONTRACT NO. 071B4200020
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Reliagene Technologies Inc. 5525 Mounes Street, Suite 101 New Orleans, LA 70123 Jtabak@reliagene.com	TELEPHONE (800) 256-4106 ex 111 Jonathan Tabak
	BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: Dorothy Catella MSP – FSD (517) 322-6135 Laboratory Services - DNA Analysis – MSP - FSD	
CONTRACT PERIOD: From: October 1, 2003 To: July 30, 2008	
TERMS Net 30 Days After Receipt of Invoice	SHIPMENT As Directed
F.O.B. Delivered	SHIPPED FROM Per Contract
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective June 18, 2008, this Contract is hereby extended through July 30, 2008. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request and DMB Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$1,002,500.00

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

August 9, 2007

**CHANGE NOTICE NO. 5
 TO
 CONTRACT NO. 071B4200020
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Reliagene Technologies Inc. 5525 Mounes Street, Suite 101 New Orleans, LA 70123 Jtabak@reliagene.com	TELEPHONE (800) 256-4106 ex 111 Jonathan Tabak
	BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: Dorothy Catella MSP – FSD (517) 322-6135 Laboratory Services - DNA Analysis – MSP - FSD	
CONTRACT PERIOD: From: October 1, 2003 To: June 18, 2008	
TERMS Net 30 Days After Receipt of Invoice	SHIPMENT As Directed
F.O.B. Delivered	SHIPPED FROM Per Contract
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

1. Contract is hereby EXTENDED to June 18, 2008.
2. DMB-Purchasing Buyer is changed to Malynda Little (517) 373-8622.
3. Maximum to be paid to Contractor for services under this Contract shall REMAIN \$1,002,500.00
4. All other terms, conditions, and unit-rates shall remain the same.

AUTHORITY/REASON:

Per Section I-B of the Contract, as approved by State Administrative Board on 04/19/2005, request from MSP (Dorothy Catella) dated 04/30/2007, Vendor agreement letter dated 03/21/07, and DMB Purchasing Operations' approval dated 06/14/2007.

TOTAL MAXIMUM CONTRACT VALUE REMAINS: \$1,002,500.00`

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

March 14, 2006

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B4200020
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Reliagene Technologies Inc. 5525 Mounes Street, Suite 101 New Orleans, LA 70123 <p style="text-align: right;">Jtabak@reliagene.com</p>	TELEPHONE (800) 256-4106 ex 111 Jonathan Tabak
	BUYER/CA (517) 373-8530 Rebecca Nevai
Contract Compliance Inspector: Dorothy Catella (517) 322-6135 CS138# 551S0004026 NIGP #961-48 Short Tandem Repeat (STR) DNA Analysis – MSP - FSD	
CONTRACT PERIOD: 2 Yrs 8 Mo From: October 1, 2003 To: June 18, 2007	
TERMS Net 30 Days After Receipt of Invoice	SHIPMENT As Directed
F.O.B. Delivered	SHIPPED FROM Per Contract
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective March 10, 2006, this Contract is hereby **EXTENDED** to June 18, 2007.

Effective March 10, 2006, the Contract Compliance Inspector is **CHANGED** to Dorothy Catella.

AUTHORITY/REASON:

Per Section I-B of the Contract, AS-1 request from MSP (Dorothy Catella), and Vendor agreement letter dated 2/6/06.

INCREASE: \$ 0.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$ 1,002,500.00

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

April 27, 2005

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B4200020
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Reliagene Technologies Inc. 5525 Mounes Street, Suite 101 New Orleans, LA 70123 Jtabak@reliagene.com	TELEPHONE (800) 256-4106 ex 111 Jonathan Tabak
	BUYER/CA (517) 373-8530 Rebecca Nevai
	Contract Compliance Inspector: Charles Barna (517) 322-6256 CS138# 551S0004026 NIGP #961-48 Short Tandem Repeat (STR) DNA Analysis – MSP - FSD
CONTRACT PERIOD: 2 Yrs 8 Mo From: October 1, 2003 To: June 18, 2006	
TERMS Net 30 Days After Receipt of Invoice	SHIPMENT As Directed
F.O.B. Delivered	SHIPPED FROM Per Contract
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby INCREASED by \$500,000.00.

PLEASE NOTE: The buyer has been CHANGED to Rebecca Nevai.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per request from agency and AdBoard approval on 4/19/05.

INCREASE: \$ 500,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$ 1,002,500.00

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

August 20, 2004

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B4200020
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Reliagene Technologies Inc. 5525 Mounes Street, Suite 101 New Orleans, LA 70123 Jtabak@reliagene.com	TELEPHONE (800) 256-4106 ex 111 Jonathan Tabak
	BUYER (517) 373-6535 William C. Walsh, CPPB
	Contract Compliance Inspector: Charles Barna (517) 322-6256 CS138# 551S0004026 NIGP #961-48 Short Tandem Repeat (STR) DNA Analysis – MSP - FSD
CONTRACT PERIOD: 2 Yrs 8 Mo From: October 1, 2003 To: June 18, 2006	
TERMS Net 30 Days After Receipt of Invoice	SHIPMENT As Directed
F.O.B. Delivered	SHIPPED FROM Per Contract
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby INCREASED by \$300,000.00.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per request from agency and AdBoard approval on 8/17/04.

INCREASE: \$ 300,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$ 502,500.00

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

May 4, 2004

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B4200020
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Reliagene Technologies Inc. 5525 Mounes Street, Suite 101 New Orleans, LA 70123 Jtabak@reliagene.com	TELEPHONE (800) 256-4106 ex 111 Jonathan Tabak
	BUYER (517) 373-6535 William C. Walsh, CPPB
Contract Compliance Inspector: Charles Barna (517) 322-6256 CS138# 551S0004026 NIGP 961-48 Short Tandem Repeat (STR) DNA Analysis – MSP - FSD	
CONTRACT PERIOD: 2 Yrs 8 Mo From: October 1, 2003 To: June 18, 2006	
TERMS Net 30 Days After Receipt of Invoice	SHIPMENT As Directed
F.O.B. Delivered	SHIPPED FROM Per Contract
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

- Vendor Number is hereby CORRECTED.**
- Pricing for this Contract is hereby ATTACHED.**
- All other terms and conditions shall remain the same.**

AUTHORITY/REASON:

Per request from agency.

INCREASE: \$ 0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 202,500.00

071B4200020

ReliaGene Technologies, Inc.

Price:

1. Pricing for screening (i.e. sexual assault kit), in which no Probative evidence is identified (negative case): \$150
2. Pricing for DNA testing of known samples (blood and/or Buccal): \$195 per sample
3. Pricing for DNA testing of semen (differentials) samples: \$395 per sample
4. Pricing for DNA testing of other biological sources (if applicable) \$345 per sample

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

October 10, 2003

NOTICE
TO
CONTRACT NO. 071B4200020
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Reliagene Technologies Inc. 5525 Mounes Street, Suite 101 New Orleans, LA 70123	TELEPHONE (800) 256-4106 ex 111 Jonathan Tabak
	BUYER (517) 373-6535 William C. Walsh, CPPB
Contract Administrator Charles Barna (517) 322-6256 Short Tandem Repeat (STR) DNA Analysis – MSP - FSD	
CONTRACT PERIOD: From: October 1, 2003 To: June 18, 2006	
TERMS Net 30 Days After Receipt of Invoice	SHIPMENT As Directed
F.O.B. Delivered	SHIPPED FROM Per Contract
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are attached.

Estimated Contract Value: \$ 202,500.00

**ACQUISITION SERVICES
STATE OF MICHIGAN**

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A	State Travel /Reimbursement Rates for Contractors
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DEFINITION OF TERMS

TERMS	DEFINITIONS
Contract	The binding agreement entered into by the State of Michigan and the Contractors.
Contractor	Reliagene Technologies, Inc.
DMB	Michigan Department of Management and Budget
State	The State of Michigan For Purposes of Indemnification as set forth in section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
Blanket Purchase Order	Alternate term for "Contract" used in the State's Computer system (Michigan Automated Information Network [MAIN])
Expiration	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Work Product	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



**SECTION I
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

I-A PURPOSE

This Contract is for laboratory analysis for DNA profiles for no-suspect casework, for the Michigan State Police, Forensic Science Division.

This Contract will be a unit price contract.

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by any Contractor prior to signing of this Contract by all parties. The laboratory analysis in this Contract covers the period October 1, 2003, through June 18, 2006 and may be extended for five (5) 1-year extensions. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, State Police, Forensic Science Division (FSD). Where actions are a combination of those of Acquisition Services and State Police, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all contractual matters relating to the services described herein. Acquisition Services 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. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Acquisition Services shall direct otherwise in writing. All communications concerning this procurement must be addressed to:

William C. Walsh, CPPB, Buyer Manager
DMB, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
Email: walshw@michigan.gov
Phone (517) 373-6535



I-D CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is anticipated that the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer this Contract on a day-to-day basis during the term of this Contract. However, administration of this Contract 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 Acquisition Services. The Contract Administrator for this project is:

Charles Barna
Biology Unit
7320 N. Canal
Michigan State Police
Lansing, MI 48913
e-mail barnac@michigan.gov
(517) 322-6256

I-E COST LIABILITY

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

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities whether or not the 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 this Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of this Contract.

I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

I-H DISCLOSURE

All information in the Contractor'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 Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

I-J INDEMNIFICATION

A. 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 this 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.



B. 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.

C. 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 subclauses, 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.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.



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

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 this Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;

I-N TIME IS OF THE ESSENCE

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



I-O STAFFING OBLIGATIONS

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

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

The State and the Contractor agree that the following personnel are Key Personnel for purposes of this Contract:

Name	Sudhir K. Sinha, Ph.D.	Title	President/Laboratory Director
Name	Jaiprakash Shewale Ph.D.	Title	Senior Scientist/CODIS Coordinator
Name	Megan Shaffer, Ph.D.	Title	Assistant Laboratory Director
Name	Amrita Lal, M.S.F.S.	Title	Technical Laboratory Manager
Name	Gina Pineda, M.S.	Title	QA/QC Officer/Analyst III

I-P 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 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.
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-Q 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-R 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-S CONTRACTOR'S LIABILITY 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. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages 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 herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked () below:

- 1. Commercial General Liability with the following minimum coverages:
 - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit
 - \$500,000 Fire Damage Limit (any one fire)

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 policy.

- 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 policy.

- 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If



coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. 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. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.
- 5. Employers liability insurance with the following minimum limits:
 - \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

I-T 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-U 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 this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to 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 this Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess reprourement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

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

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that 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 this Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not 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 4-6. 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.

I-V RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If this 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 the 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 this Contract, the State will pay, if applicable, as a separate item of payment pursuant to this Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under this 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-W EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under this Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) this Contract will be canceled without liability of the State to 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 this 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-X 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 this Contract without the prior written consent of the Director of Acquisition Services.

I-Y DELEGATION



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 Director of Acquisition Services has given written consent to the delegation.

I-Z NON-DISCRIMINATION CLAUSE

In the performance of this Contract or purchase order resulting herefrom, the Contractor 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 Contractor further agrees that every subcontract entered into for the performance of this Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of this Contract or purchase order.

I-AA WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.state.mi.us/mdcs/Regindx.

I-BB MODIFICATION OF SERVICE

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

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

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



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

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

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

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



I-CC NOTICES

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

For the Contractor: Sudhir K. Sinha, Ph.D., President
Reliagene Technologies, Inc.
5525 Mounes Street, Suite 101
New Orleans, LA 70123

For the State: William C. Walsh, CPPB, Buyer Manager
DMB, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909

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

I-DD ENTIRE AGREEMENT

This 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-EE NO WAIVER OF DEFAULT

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

I-FF SEVERABILITY

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

I-GG HEADINGS

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



I-HH 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-II UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to this Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void this Contract if, subsequent to award of this 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-JJ 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-KK 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-LL YEAR 2000 SOFTWARE COMPLIANCE

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

I-MM CONTRACT DISTRIBUTION

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



I-NN ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Contractors 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.

I-OO 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 an 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-PP 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.



SECTION II WORK STATEMENT

II-A SCOPE

1. Under PA250 it is the responsibility of MSP to manage and administer the State DNA database. In order to facilitate profiling of no-suspect forensic cases, the State seeks to contract with a vendor(s) to perform Short Tandem Repeat (STR) DNA analysis on DNA casework samples. These casework samples will be packaged as; [a] pre-screened stains or swabs or; [b] sexual assault evidence kits.
2. The Contractor will be responsible for the Analysis of pre-screened samples, which will involve:
 - a. No hair or soft tissue samples will be analyzed;
 - b. Samples will be evaluated for the 13 CODIS loci;
 - c. Generate STR DNA profile(s) and a case report.
 1. The report shall meet the minimum standards outlined in the ***“Quality Assurance Standards for Forensic DNA Testing Laboratories”***.
 - d. Return samples (case), DNA extracts and report to FSD;
 - e. Profiles generated will be included in the FSD DNA Databank (CODIS).
 - f. Provide Expert Witness Services when required by FSD.
 - g. Any secondary evidence submission to a case will be considered a supplemental and treated as a separate submission.
3. The Contractor will be responsible for the Analysis of Sexual Assault Evidence Kits
 - a. Inventory contents of kit;
 - b. Screen the vaginal, anal and oral swabs for the presence of seminal fluid;
 - c. In the event such fluid is found, perform STR DNA analysis using the 13 CODIS loci on that sample and the victim’s reference sample when available. Do not process the victim’s sample if potential probative evidence is not developed. Note: In most cases, a saliva sample will be available from the victim.
 - d. Generate STR DNA profile(s) and a case report.
 1. The report should meet the minimum standards outlined in the ***“Quality Assurance Standards for Forensic DNA Testing Laboratories”***.
 2. In the case when a known victim sample is **not** available and a potential probative profile is developed, the probative profile(s) should be reported in the written report.
 - e. Profiles generated will be included in the FSD DNA Databank (CODIS).
 - f. Provide Expert Witness Services when required by FSD.
 - g. Return kit, remaining DNA extract and report to FSD;
 - h. Any secondary evidence submission to a case will be considered a supplemental and treated as a separate submission.
4. Analysis of unscreened evidence



- a. Screen evidence for biological fluids. Note: The FSD will provide case information to assist the laboratory in selecting the appropriate evidence screening procedures.
 - b. In the event a biological fluid is located and considered probative, perform STR DNA analysis on the sample(s) using the 13 CODIS loci *and the victim's reference sample when available. Do not process the victim's known sample if a potential probative profile is not developed.*
 - c. Generate STR DNA profiles and a case report.
 1. The report should meet the minimum standards outlined in the ***Quality Assurance Standards for Forensic DNA Testing Laboratories***.
 - d. Return samples (case), remaining DNA extract and report to FSD;
 - e. Profiles generated will be included in the FSD DNA Databank (CODIS).
 - f. Provide Expert Witness Services when required by FSD.
5. Given the volume and irreplaceable nature of forensic samples, it is critical to minimize opportunities for loss of samples. The Contractor's laboratory shall have the capacity to analyze at the minimum rate of 200 cases per month. All samples shall be analyzed in the Contractor's laboratory. The State does not guarantee any monthly or annual amount of tests to be performed. Quantities indicated are estimates and the State is not obligated to order these estimated quantities or any other quantities.
6. The initial Contract period will be three years; Contract is anticipated to begin on or about June 18, 2003. There will be five (5) options to renew, 1 year each option. All prices will remain fixed during the initial Contract period. Contractor's laboratory must be capable of beginning analysis within 30 days of award of a Contract.

II-B MANDATORY LABORATORY REQUIREMENTS

The Contractor is shall be responsible for the following:

1. The Contractor shall participate in an external proficiency-testing program from a test provider that has been approved by the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB). The Contractor shall document successful completion of the proficiency tests communicated to the ASCLD/LAB Board to document compliance with this accreditation requirement. The documentation will include the analyst, date of proficiency report, the proficiency provider and result (satisfactory or unsatisfactory). In the event of an unsatisfactory performance, the laboratory will document the type error and the correction.



2. The Contractor's examiners performing DNA analyses shall undergo semiannual, (minimum 2 tests per year), external proficiency testing by a proficiency testing program that meets the standards issued under section 210302 of the DNA Identification Act of 1994. **Copies of the most recent proficiency testing results for each analyst shall be provided to the FSD within a week of the manufacturer's close date for the proficiency test. When the Contractor receives the manufacturer's compilation data report, a copy shall be submitted to the FSD for comparison of the examiners' results to the manufacturer.**
3. The Contractor shall be accredited by the American Society of Crime Laboratory Directors/Laboratory Accreditation Board or have received a certificate of compliance with national standards (issued pursuant to 42 U.S.C. §14131) from the National Forensic Science Technology Center.
4. The Contractor shall perform the requested DNA analyses to satisfy or exceed current standards for a quality assurance program for DNA analysis, issued by the Director of the Federal Bureau of Investigation pursuant to the DNA Identification Act of 1994, entitled "*Quality Assurance Standards for Forensic DNA Testing Laboratories and and/or Quality Assurance Standards for Convicted Offender DNA Databasing Laboratories*".
5. The Contractor shall process and analyze all samples in a secure, dedicated laboratory and in accordance with the Federal Bureau of Investigation's *NDIS Standards for Acceptance of DNA Data*.
6. The Contractor shall analyze the samples at STR loci, using Applied Biosystems 310 and/or 3100 genetic analyzers validated for forensic casework and Applied Biosystems Profiler Plus and CoFiler STR kits.

II-C MANDATORY LABORATORY RESPONSIBILITIES

1. Validation

Details and results of the Contractor's process validation studies shall be kept on file. Upon request of FSD, the Contractor shall provide documentation that demonstrates that it has carried out appropriate and adequate validation of its analytical procedures and data interpretation protocols.

2. Chain of Custody and Sample Handling

- a) The chain of custody for samples shall be documented to include sample receipt by the Contractor, as well as processing; typing and returning convicted offender cases back to FSD. Any exchange of samples between Contractor personnel shall require a written or secure electronic transfer record. Final verification of the chain of custody procedure by the Contractor's Laboratory Supervisor or designee is required. Copies of documentation of chain of custody shall be provided to the FSD after unused sample portions and corresponding DNA extracts are returned to FSD.
- b) The Contractor shall maintain FSD identification numbers that will be provided on a label containing either barcode and/or human readable



data. Samples shall be stored and handled in a proper manner to prevent loss, cross transfer, contamination and/or deleterious change.

- c) Cases will be submitted to the Contractor in batches (cases-sets) by FSD.
- d) The Contractor shall return any evidence and unused DNA extract not consumed during analysis with the associated case. Amplified DNA shall be retained at the laboratory until appropriate quality assurance review has been completed by the FSD. After such review, the amplified DNA shall be destroyed.
- e) The Contractor shall return all case-sets, sealed in their original containers, to FSD. The acceptable mode of transportation must provide proper ambient conditions to protect the integrity of the samples, safeguard the chain of custody, and assure prompt turnaround. Cases shall be returned to FSD within 60-75 days. Contractor shall provide a packing slip or other receiving report for verification and payment purposes.

II-D TECHNICAL PROCEDURES

- 1. Screening techniques used to identify biological fluids (e.g., blood, semen will be based on accepted forensic procedures and protocols agreed upon by the contractor and FSD.
- 2. Only samples that have been identified as semen or blood under the guidelines of item 1 (above), or samples expressly identified or requested by the FSD will be tested using STR's.
- 3. The following STR loci shall be used: FGA, vWA, D3S1358, CSF1PO, TPOX, THO1, D18S51, D21S11, D8S1179, D7S820, D13S317, D5S818, D16S539 and Amelogenin.
 - a. The DNA analysis of a sample shall not be considered complete until an attempt to genotype for all 13 loci and Amelogenin has been completed.
 - b. Analysis of a specimen will not be considered complete until all reportable allele designations have been determined for all previously mentioned STR loci, using the ABI Genotyper software program or an agreed upon substitute.
- 4. Allele sizes (designations) shall be determined with an appropriate internal lane standard and allelic ladder that contains all of the common alleles for that particular locus.
- 5. Contractor's laboratory shall monitor analytical procedures by using the following appropriate controls and standards on each gel or run:
 - a. 9947a is used as a positive amplification human DNA control.
 - b. A negative amplification control and reagent blank
 - c. In-Lane size standard.



6. Analysis shall be done using STR interpretation guidelines agreed upon by the contractor and FSD.
 - a) All analysis sets (i.e. capillary runs) shall contain two Allelic ladders. All peaks on both Allelic Ladders shall be correctly labeled.
 - b) All 9947a peaks and in-house extraction control peaks shall be correctly labeled and identified.
 - c) No allelic activity shall be observed in the negative control and the reagent blank(s).
 - d) No stutter peak shall exceed 20% of the peak height of the associated major peak.

7. The DNA profiles being produced by the Contractor shall be downloaded to a CD-R disk for transfer to FSD. The profiles must be provided in such a format as to allow for direct uploading into the CODIS DNA database.
 - a) Sample data that results in non-separable mixtures shall not be included in this file. The data will be forwarded separately to FSD for final evaluation and entry into CODIS

8. All supporting data for each case: chain of evidence, extraction, amplification worksheets, electropherograms and electronic records maintained on CD-R disks to include: ABI Data Collection Software Run Files (Sample List, Injection List, GeneScan raw data, etc.) and Genotyper data shall be returned to FSD. All documentation shall be properly labeled in accordance with American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) standards to permit a quality review to be conducted by FSD personnel, using a printed Genotyper electropherogram or an agreed upon substitute.

9. The appropriate statistical calculation; [1] Combined Probability of Exclusion (CPE), [2] Random Match Probability or [3] Likelihood Ratio probability will be calculated and reported in the written report for each STR profile developed in a case.

10. The completed analysis for each case in the cases-set and accompanying documentation must be returned to FSD within 60-75 days from the Contractor's receipt of the cases-set.



II-E QUALITY CONTROL

1. FSD may re-type samples analyzed by the Contractor on a random basis, and compare the results to those provided by the Contractor.
2. FSD shall routinely submit surrogate samples for blind quality control testing by the Contractor. The number of these blind trials shall not exceed 5% of the total submitted.
3. If results of re-testing or blind trials indicate a discrepancy, further submission and testing shall be halted until resolution. All testing costs required for resolution of such discrepancies shall be borne by the Contractor.
4. A Class I error on a proficiency test (reference ASCLD/LAB) may be considered by the State to be a material breach of the Contract and the State may cancel the Contract for default as provided in Section I-U.
5. Contractor shall not subcontract FSD case samples to any other Contractor without prior written approval from FSD.
6. The Contractor shall notify FSD of any problems, issues or concerns involved with testing immediately upon discovery. Due diligence must be applied in the resolution of all such issues and concerns.
7. If the FSD does not accept the results from the Contractor, for whatever reason, the re-testing of **the** sample(s) shall be provided free of charge by the Contractor.
8. STR analyses of rape kit samples shall undergo a **100%** technical review by a second qualified analyst, using a technical review protocol approved by the FSD.
9. Factors FSD will examine in evaluating the quality of the analysis will include, but are not limited to:
 - a. Allele relative fluorescence (RFU) within the pre-determined diagnostic range determined by FSD.
 - b. Off ladder variants or samples outside of the base pair sizing range.
 - c. Artifacts or other apparent anomalies observed in sample lanes.
 - d. Failure of controls or blind samples to provide expected results.
 - e. General quality of the electropherogram.



II-F ON SITE VISITATION

The FSD reserves the right to perform announced or unannounced inspections of the Contractor's laboratory at any time during the Contract period. Any discrepancies observed or noted by FSD; i.e. Mandatory Laboratory Requirements (Section II-C), Mandatory Laboratory Responsibilities (Section II-D), Technical Procedures (Section II-E) or Quality Control (Section II-F) during site visits shall be resolved by the Contractor before new testing under this Contract proceeds or pending results are reported to FSD. During the life of this Contract, if the Contractor fails to meet performance standards (Technical Procedures, Section II-E, and Quality Control, Section II-F) and a prior notice of seven (7) calendar days or more is given the Contractor, the cost of an on-site inspection of the Contractor's laboratory by FSD shall be borne by the Contractor.

II-G CONFIDENTIALITY

1. The Contractor acknowledges that DNA profile results are made confidential by law, and will treat such information with due care to prevent improper disclosure. Unauthorized disclosures of DNA records are clearly forbidden (MCL 28.173d) shall be considered a material breach of this Contract and may result in cancellation of this Contract pursuant to Section I-V.
2. The Contractor shall protect the confidentiality of all records and other materials that are maintained in accordance with this Contract. The Contractor shall have written policies governing access to, duplication and dissemination of all such information. The Contractor shall provide its employees and agents, if any, with a copy of a written explanation of these confidentiality requirements before access to confidential data is permitted.

II-H TESTIMONY

The Contractor agrees to provide testimony in subsequent legal actions, if needed. The Contractor agrees that no future costs will be incurred by FSD or any other agency of the State, for duplication of data due to a subpoena by the prosecution or defense in a criminal case or other compelled production of records related to the Contractor's service with convicted offender samples. The State will not pay expert witness fees or appearance fees for providing testimony. The State will pay the Contractor's actual travel costs, hotel costs and meal costs pursuant to the current Department of Management and Budget, Office of Administrative Services, Advisory Memorandum regarding Travel and Meal Reimbursement for Contractors. Any other costs sustained by the Contractor for testimony in legal actions will not be paid by the State and must be included in the Contractor's per test price.

II-I COORDINATION OF SERVICES

1. FSD is responsible for coordinating the preparation, packaging, and shipping of the cases-set(s). The Contractor shall return all profile results, and all extraction, amplification and profiling paperwork for each cases set directly to the FSD or it's designee.
2. Contractor shall receive cases-set(s) (AT CONTRACTOR'S EXPENSE) in quantities and at intervals agreed upon by FSD and the Contractor. The acceptable mode of transportation must provide proper conditions to protect the integrity of the samples, safeguard the chain of custody, and assure prompt turnaround. The shipper must guarantee the ability to track all shipments.



3. It will be the Contractor's responsibility for payment of total shipping charges to and from FSD.

II-J AUTHORITY TO PROVIDE SERVICE

Authority to provide service under this Contract is only granted by the FSD.

II-K METHOD OF PAYMENT

Once analysis on each cases-set is completed, the Contractor shall invoice for analyses performed, based upon the quoted price. If FSD personnel applying acceptable standards of forensic casework, deem results of Contractor's analysis of any sample within the set to be incomplete, deficient, or otherwise questionable, FSD reserves the right to have the specimens re-analyzed by the Contractor to satisfy FSD standards, at no additional charge to FSD. Payment for analysis shall be withheld until sample and is re-analyzed to the satisfaction of FSD.

II-L PROJECT CONTROL and START UP

1. The Contractor will carry out this project under the direction and control of FSD.
2. Within five (5) working days of the award of the Contract, the Contractor shall submit to the Contract Administrator for approval a work plan. This final implementation plan must be in agreement with section IV-C as proposed by the Bidder and/or as negotiated with the State prior to award of the Contract and accepted by the State for Contract, and must include the following:
 - a. The Contractor's project organizational structure.
 - b. 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.
 - c. The start up plan to produce analysis of 200 cases per month as offered by the Contractor in their proposal or negotiated with the State prior to award of the Contract and accepted by the State for the Contract.



APPENDIX A

2002/03 Guidelines for Travel Reimbursement
Rates effective January 1, 2003

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2002/03 Guidelines for Travel Reimbursement
Rates effective January 1, 2003

Authority for Travel

The [Standardized Travel Regulations](#) issued jointly by DMB Travel Services, DMB Office of Financial Management and the Department of Civil Service have been established to provide a fair and equitable means for reimbursing individuals for necessary state business travel expenses. In no way should travel expense reimbursements be viewed as a source of supplemental income or profit to the individual.

Travel Agency

The State of Michigan currently contracts with one travel agency for air, hotel, car, and rail reservation services. Total Travel Management (TTM) provides airline and rail ticketing billing to the individual department's Corporate Charge System. The use of TTM is available for all airline reservations, and hotel reservations in excess of the approved rate. TTM provides the State of Michigan travel data collection and reporting for contract management purposes. An employee may purchase airline tickets directly at a lower cost. The employee must attach to their travel voucher or procurement card transaction detailed report the written documentation from TTM of the higher fare they offered.

Reservations can be made through Total Travel Management from 8-5:30 PM 1-888-228-8692, fax (248) 280-5113, or requests can be E-mailed to stateofmichigan@ttm.com

For emergency services after business hours, call 1-800-787-0056 using access code WP8QP.

General

Employees are expected to pay their own individual travel expenses, with the exception of airfare, and submit a Travel Expense Voucher for reimbursement.

Vouchers should be submitted within 15 days after the conclusion of travel. When expenses total less than \$25 per calendar quarter, the calendar quarter may be considered the travel reporting period.

Promotional Items earned or received as a consequence of state paid travel are the property of the state, not the traveler. In accordance with Administrative Circular No. 38, promotional items, such as frequent flyer miles, tickets offered because of "bumping," etc., when acquired through travel at state expense is the property of the state and must not be used for personal benefit. This should be broadly interpreted so that any benefit earned, no matter how small, accrues to the state and not to the personal benefit of the traveler.

Return all tickets, coupons or other promotions to Total Travel Management for credit to the State, and notify DMB Financial Services of any promotions earned.

Current Mileage Rate

The premium mileage rate remains 36¢ per mile.

The standard mileage rate increases from 29.5¢ per mile to 30.5¢ per mile.

Mileage The ADPICS process in Module A recognizes the standard mileage from city to city by entering respective codes. In addition, vicinity mileage should be recognized on a separate line.



Standard Mileage The standard mileage reimbursement rate is 30.5¢ per mile for employees who have access to a state vehicle but choose to drive their personal vehicle.

Premium Mileage Occasional vicinity mileage within the home workstation area totaling less than 50 miles per day is reimbursable at the premium rate with one major limitation. Employees are not eligible to receive a combination of premium and standard mileage reimbursement for the same travel day. See Administrative Guide procedure 0410.07, page 2, for further explanation.

The premium rate is normally used by board members, commissioners, contractors, or out-state employees who do not have access to VTS vehicles.

Completing the Travel Voucher

The current Travel Expense Voucher form for DMB employees may be found in various formats on the DMB Agency Services travel web site at http://www.michigan.gov/dmb/0,1607,7-150-9141_13132_13701---,00.html.

The current Travel Expense Voucher form for DIT employees may be found in various formats on the DIT Management Services travel web site at <http://www.michigan.gov/dit/0,1607,7-139-18391-47252--,00.html>.

Signatures. Both the traveler and the immediate supervisor must sign their full names. The signature of the immediate supervisor indicates substantiation for the expenses reported. For contractors and board members, the signature of the agency director indicates substantiation for the expenses reported. Name stamps will not be accepted.

Required Information. Complete voucher legibly, especially the following:

- Employee Name
- Business Phone
- Agency Name
- Social Security Number must be legible and correct; if not, the payment may be delayed.
- Home Address (for mailing of reimbursement check).
- Title of Position
- Official Work Station
- Departure and Return: Indicate time in hours and minutes. Do not use military time.
- Nature of Official Business: State specific reasons for travel. General statements are not acceptable in most situations.
- State Owned Vehicle Number: Indicate mode of travel used if a state owned vehicle is not used.
- Description: Indicate specific explanation of travel for audit purposes. General statements such as "state business" are not sufficient.

Account Coding. Refer to your division's current chart of accounts for the correct index. You are responsible for completing this portion of the voucher.

Contractors and Consultants on long-term assignments, who are on the state payroll, are coded as regular state employees.

Reimbursement By Other Agencies

Questions should be directed to DMB Financial Services. The employee submits travel vouchers for all travel on state time, even if part or all expenses are to be reimbursed by another agency, whether state, federal, or professional organizations. This procedure should be followed to ensure that IRS reportable travel expenses are recorded, the employee is not



harmful or benefited by differences in reimbursement rates between the state and reimbursing agency, and the employee's complete travel record is located in his or her employing department for audit purposes.

Cash Advances for Travel

Cash advances are available upon request when 75% of estimated travel expenses exceed \$175.00. DMB employees should complete DMB-34 Request for Out-of-State Travel Authorization and Instate and Out-of-State Travel Expense Advance. DIT employees should complete DIT-002834 Request for Out-of-State Travel Authorization and Instate and Out-of-State Travel Expense Advance. Travel forms must be submitted at least 10 days prior to departure. Travel advances will not be processed without the social security number of the employee.

Reimbursement for Meals and Lodging

Meal Allowance Schedule

Meal rates and allowed time periods are shown in the following schedule. Receipts are not required to document meal costs. See Attachment A for lists of select cities in Michigan and Out-of-State.

<u>Meal</u>	<u>Depart on or Prior to</u>	<u>Return on or After</u>	<u>In-State</u>	<u>Michigan Select Cities</u>	<u>Out-of-State</u>	<u>Out-of-State Select Cities</u>	<u>Group Meeting Rates</u>
Breakfast	6:00 a.m.	8:30 a.m.	\$ 7.25	\$ 8.75	\$ 8.75	\$ 11.00	\$ 7.25
Lunch	11:30 a.m.	2:00 p.m.	\$ 7.25	\$ 8.75	\$ 8.75	\$ 11.00	\$10.25
Dinner	6:30 p.m.	8:00 p.m.	\$16.50	\$21.00	\$20.50	\$ 22.00	\$16.50

Guest Meals/Business Meals

Do not include the cost of meals of another state employee on a Travel Expense Voucher.

The meal cost of non-state employees must have prior approval of the office director and comply with STR 7.8. An explanation of why the meeting was required over the meal hour, a description of what was discussed, and an identification of the guest is required. Guest meal rates are the same as those applied to state employees. Again, no receipts are required.

The agency object for guest meals/business meals is \$49.55 for in-state occurrences and \$49.95 for out-of-state occurrences.



Group Meeting Rates

Section 6.8(b) of the Standardized Travel Regulations allows state employees to be reimbursed for actual meal expenses not exceeding the group meeting rates listed above for prearranged meetings called by a commission, department or office director.

All prearranged meetings not held in state facilities must have the prior approval in writing of the Department Administrative Officer. A request for authorization should include an explanation for the meeting, why it is necessary to hold it over the meal hour, and a listing of those attending. Normally meals at staff meetings are not approved. The approved request for authorization should accompany the travel voucher.

Hotel Reservations

- The current reimbursement rate for hotels is \$65 per night plus taxes. The following alternatives are available.
- Hotel reservations can be made by the traveler at the "Approved Rate". A listing of the 2002 Preferred Hotels with the negotiated rate is found in Attachment B; it also lists blackout dates. Reimbursement is actual cost with a receipt.
- Reservations in excess of the "State Rate" or the "Approved Rate" need to be made through the contracted travel agency, Total Travel Management, at 1-888-228-8692. Reimbursement is actual cost with a receipt and a copy of your confirmation from TTM.
- Taxes are reimbursable in addition to lodging expense and should be included in the lodging total with an actual receipt.
- If a spouse accompanies an employee, the lodging reimbursement is limited to the single room rate or the state maximum whichever is less.
- Hotel reservations for conferences, conventions and meetings can be at the Conference Center. The Conference rate is approved for reimbursement.

Non- Reimbursable Meals

If lodging or other travel includes a breakfast or other meal, the traveler is not entitled to reimbursement for that meal. Please review the following for additional clarification.

- When the meal is identified as a "hot breakfast", "deluxe" or "super" continental breakfast that could include hot entrees, wide variety of Danish, muffins, rolls, cereals, fruits, juices, etc., there will be no additional reimbursement provided.
- When a provider offers a limited selection such as a continental breakfast with a small selection of rolls, Danish, donuts, etc., coffee and perhaps juice and fruit or the meal is found to be inadequate, reimbursement can be sought with sufficient justification (i.e., receipts, explanation) for reimbursement.
- When the air travel includes a snack or there is a manager's reception at the lodging, these will not be considered as a meal and reimbursement can be sought without receipts.



Meals Within Official Work Stations

Employees should be aware that meals within their official workstation are not reimbursable unless are authorized by sponsors of conferences or official meetings.

For example, the Lansing metropolitan area includes Okemos, Haslett, Williamston, Grand Ledge, Potterville, Holt, and DeWitt.

The Detroit Metropolitan area is bounded by Fourteen Mile on the north, Inkster Road on the west, Pennsylvania Road on the south, and the Detroit River and Lake St. Clair on the east. A listing of communities in the Detroit Metropolitan area is found on Attachment C.

Miscellaneous Expenses

Airport Parking

In conjunction with air departures, and in lieu of leaving a state vehicle parked at an airport, an employee may be reimbursed at the premium mileage rate when using a personal vehicle and will be reimbursed for the parking fee.

If the employee chooses to be driven to and picked up from the airport, to avoid leaving a state vehicle or personal vehicle parked, the employee may be reimbursed the premium mileage rate for the round trip travel to and from the airport.

Incidental Costs, such as tips.

The incidental rate of \$2 per day is to reimburse the traveler for expenses associated with an overnight stay (i.e. bellhops, porters, housekeeping). The day is defined as a 24-hour period or per night lodging. For example, you have one night's lodging and tip the housekeeper. You may seek reimbursement for a maximum expense of \$2. Even though you check in on Tuesday and leave on Wednesday, you cannot claim \$4 in incidental costs.

Use code TPIS for in-state tips; or code TPOS for out-of-state tips.

Parking and Toll Charges.

Reimbursement for toll and parking charges is allowed, including metered parking. Receipts should be attached to the travel voucher if obtainable.

Telephone Costs

Covered telephone costs including state-issued cellular phones should be state business related and minimized in travel status with use of a telephone credit card. Where unavoidable, the cost of telephone calls may be reimbursed on the travel voucher under the "other expense" column with a footnote indicating telephone costs. The cost should be supported by the detail on the lodging bill or a telephone billing and should be marked as business related. For overnight work trips, a brief call home is authorized each night.



Expenses Not Allowable on Travel Vouchers

Alcoholic Beverages.

Reimbursement for alcoholic beverages or bartender service is never allowed.

Political Donations, Charitable Contributions, or Gifts

Tickets to political events, charitable fund raisers, and retirement dinners are never allowed. The actual cost of the meal provided at the event would be allowable with prior approval of the department director.

Parking Tickets

Parking tickets received while on state business are not reimbursable.

Additional Notes

Special Exceptions to Regulations

Contact DMB Travel Services to get current out-of-country travel expense rates.

Recruitment Meetings

Recruitment meetings with potential candidates are eligible for group meeting rates, provided approval has been given from the office director.

IRS Ruling

Reimbursement for mileage at premium rates and meal expenses when no overnight stay occurs are viewed by the Federal Internal Revenue Service as reportable and potentially taxable income. Accordingly, such payments, if taxable, will be totaled for the calendar year on the employee's W-2 statement as "Other Income" and the calculated taxes will be withheld from the respective travel reimbursement.

Personal Usage of VTS Vehicles

Personal use of a VTS vehicle is not authorized. However, if in certain situations this occurs, call Financial Services, Accounts Payable at (517) 335-1567 for further instructions in reporting personal mileage as taxable income.

Special Information Regarding Contractors and Board Members

When contractors and consultants are on extended assignments with the State, the Contract Manager and Acquisitions Services may negotiate reimbursement rates that cover meals and or lodging. These rates cannot exceed those established by the Department of Civil Service for employee reimbursement. However, establishing per diem reimbursement rates would limit the states costs, save time in processing payments and allow for contractors to offer creative alternative when extended stays are involved.



Coding Directions

Contractors and consultants on long-term assignments, who are on the state payroll, are coded as regular state employees. The coding requirements for travel expenses for contractors and board members who are not classified employees are explained in the following paragraphs.

A) Contractors or board members are to use the non-reportable coding for direct vouchers. As long as the state’s reimbursable amounts stay below the federal rates, they are non-reportable.

Agency Object	Commodity Code	
6171	FTR-18	Premium Mileage Rate - 1099 Non-Reportable
6171	FTR-18	Instate Meals, Overnight - 1099 Non-Reportable
6171	FTR-18	Out state Meals, Overnight-1099 Non-Reportable
6171	FTR-18	Instate Day Trip Meals, No Overnight, 1099 Non-Reportable
6171	FTR-18	Out state Day Trip Meals, No Overnight, 1099 Non-Reportable
6171	FTR-18	All instate other travel related costs
6171	FTR-18	Out state Other Travel for non state employees

B) The following agencies have board, commission, council or committee members. Their respective indexes to be used on direct vouchers are shown below:

<i>Retirement Bureau:</i>	<i>Index</i>
Public School Employees	53015
State Employees (Only 2 Receive Per Diem)	53024
Judges	53026
State Employees (Those not Receiving Per Diem)	53024
State Police	53025
<i>Other Boards</i>	
Adult Rehabilitation Organization Set-Aside Committee	28015
State Building Authority	26000
Local Government Claims Board (DMB)	31000

C) The following additional instructions on coding apply:

- When submitting a travel expense voucher, the signature of the agency director is required and indicates substantiation for the expenses reported.
- Contractors cannot use the State of Michigan city pair contracted rates.
- No guest meals will be allowed for contractors or board members
- Out of state travel is limited in accordance with Accounting Letter 92-3. Reimbursement may not be authorized for travel, to or from board or commission meetings, beginning or terminating in another state.

Questions

Questions regarding travel regulations should be directed to Uday Malavia at (517) 335-1567.



Select City List

SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES
EFFECTIVE OCTOBER 1, 2002

MICHIGAN SELECT CITIES AND COUNTIES	
Cities	Counties
Ann Arbor Charlevoix Gaylord Mackinac Island Petoskey Traverse City	All of Wayne All of Oakland

OUT-OF-STATE SELECT CITIES			
STATE	SELECT CITY OR COUNTY AS DEFINED	STATE	SELECT CITY OR COUNTY AS DEFINED
California	DEATH VALLEY	Massachusetts	BOSTON
California	LOS ANGELES (Los Angeles, Orange & Ventura Counties)	Massachusetts	CAMBRIDGE
California	MAMMOTH LAKES	Massachusetts	MARTHAS VINEYARD
California	SAN DIEGO	Massachusetts	NANTUCKET
California	SAN FRANCISCO	Maryland	OCEAN CITY
California	SAN JOSE, SUNNYVALE, PALO ALTO	Minnesota	MINNEAPOLIS / ST. PAUL
California	YOSEMITE NATIONAL PARK	Missouri	ST. LOUIS
Colorado	ASPEN	Montana	BIG SKY
Colorado	TELLURIDE	New Mexico	SANTA FE
Colorado	VAIL	New York	THE BRONX, BROOKLYN, QUEENS, MANHATTAN
DC	WASHINGTON, DC (INC. THE CITIES OF ALEXANDRIA, FALLS CHURCH, AND FAIRFAX, AND THE COUNTIES OF ARLINGTON, LOUDOUN, AND FAIRFAX IN VIRGINIA; AND THE COUNTIES OF MONTGOMERY AND PRINCE GEORGES COUNTY IN MARYLAND)	Ohio	CINCINNATI
Florida	FT PEIRCE	Pennsylvania	PHILADELPHIA
Florida	KEY WEST	Pennsylvania	PITTSBURGH
Florida	PALM BEACH	Texas	DALLAS
Illinois	CHICAGO	Utah	PARK CITY
		Virginia	WINTERGREEN
		Washington	SEATTLE



2002 Preferred Hotel Listing

VTS2002A-0112

The attached listing of hotel properties has been approved for direct reservations by the traveler. When utilizing this list please include the following confirmation number on your travel expense voucher

Hotels can be reserved on-line by clicking on the property name and proceeding through the corporate website where the name is highlighted and underlined or can be called direct at the listed number. When calling direct please ask for the State of Michigan Rate. *Some contract rates will not be available via website but link was provided for general hotel information.*

Reminder: The hotel is only approved at the rate indicated or reservations must be made through Total Travel (TTM). If the approved rate is not available for your dates of stay please contact Total Travel Management at 1-888-228-8692 or stateofmichigan@ttm.com from 8:00am to 5:30pm.

CITY	HOTEL	NOTES	RATE
<u>Ann Arbor</u>	<u>Courtyard</u> 3205 Boardwalk, Zip 48108 Phone 734-995-5900 Contact Paul Torzewski		\$ 75.00
	<u>Holiday Inn North</u> 3600 Plymouth Rd., Zip 48105 Phone 734-769-9800 Contact Kim Bradburn	Fax 734-769-4747	\$ 75.00
<u>Bad Axe</u>	<u>Holiday Inn Express</u> 55 Rapson Lane, Zip 48413 Phone 989-269-5293	CONT BKFST	\$ 65.00
<u>Battle Creek</u>	<u>McCamly Plaza Hotel</u> 80 Capital Ave, 3W, Zip 49017 Phone 616-963-7050 Contact Toby Hilton	Rates not currently available on web	\$ 65.00
<u>Cadillac</u>	<u>Hampton Inn</u> 1650 S. Mitchell St., Zip 49601 Phone 231-779-2900	CONT BKFST	\$ 65.00
<u>Canton</u>	<u>Fairfield Inn</u> 5700 Haggerty Rd., Zip 48187 Phone 734-981-2440	CONT BKFST Some exterior rooms	\$ 65.00
<u>Dearborn</u>	<u>Courtyard</u> 5200 Mercury Dr., Zip 48126 Phone 313-271-1400		\$ 109.00
	<u>Hyatt Regency</u>	Full Hot Cooked Breakfast	\$ 99.00



Fairlane Town Center, Zip
48126
Phone 313-593-1234

Detroit [Crowne Plaza Pontchatrain](#) \$ 95.00**
2 Washington Blvd, Zip
48226
Phone 313-965-0200 ***Blackout Dates: rate is not available*
Jan 6th - Jan 12th Feb 22nd - Feb 23rd
Mar 3rd - Mar 6th Jun 26th - Jun 27th
Aug 10th - Aug 16th Dec 31st - Jan 1st

St. Regis Hotel \$ 90.00**
3071 W. Grand Blvd., Zip
48242
Phone 313-873-3000 ***Blackout Dates: rate is not available*
Jan 5th - Jan 15th 2002 Feb 28th - Mar 9th 2002

[Holiday Inn Southgate](#)
[\(South Detroit\)](#) \$ 65.00
17201 Northline Rd., Zip
48195
Phone 734-283-4400

East Lansing [Hampton Inn](#) \$ 65.00
2500 Coolidge, Zip 48823 CONT BKFST
Phone 517-324-2072

Kellogg Center \$ 69.00
S. Harrison Rd., Zip 48823 CONT BKFST
Phone 517-432-4000

[Residence Inn](#) \$ 65.00
1600 E. Grand River, Zip
48823 CONT BKFST
Phone 517-322-7711

Fairfield Inn- Okemos \$ 65.00
2335 Woodlake Dr, Zip
48864
Phone (517) 347-1000

East Lansing TownePlace Suites 1-4 nights \$ 65.00
2855 Hannah Blvd, Zip
48823 5 or more nights \$ 55.00
Phone 517 203-1000

Farmington Hills [Radisson Suites Hotel](#) \$ 65.00
37529 Grand River Ave, Zip Rates not available on Website -
48335 \$25.00 Early Check out penalty
Phone 248-477-7800 FULL BKFST



<u>Flint</u>	Courtyard 5205 Gateway Center, Zip 48507 Phone 810-232-3500 Aug 5th - Aug 11th	Rate not Available on Website **Blackout Dates: rate is not available Dec 31st - Jan 1st 2003	\$ 65.00**
<u>Gaylord</u>	Hampton Inn 230 Dickerson Rd., Zip 49735 Phone 989-731-4000 Dec 26th - Jan 1st 2003	Rate not Available on website CONT BKFST **Blackout Dates: rate is not available All Weekends	\$ 65.00**
<u>Grand Blanc</u>	Wingate Inn 1359 Grand Pointe Court, Zip 48439 Phone 810-694-9900	CONT BKFST	\$ 55.00
<u>Grand Rapids</u>	Days Inn 310 Pearl St., Zip 49504 Phone 616-235-7611 Jan 15 th - Jan 16 th	Rate not Available On Website **Blackout Dates: rate is not available Jul 19th - Jul 20th, Sept 6th - Sept 7th	\$ 68.00**
	Radisson East 3333 28th Street SE, Zip 49512 Phone 616-949-9222	Rate not Available On Website	\$ 62.00
	Radisson North 270 Ann St. NW, Zip 49504 Phone 616-363-9001	Rate not Available On Website	\$ 69.00
<u>Grandville</u>	Residence Inn West 3451 Rivertown Point Ct., Zip 49418 Phone 616-538-1100	FULL BKFST	\$ 65.00
<u>Holland</u>	Best Western Kelly Inn 2888 Westshore Dr., Zip 49423 Phone 1-800-528-1234 or 616-994-0400	Rate not Available on Website CONT BKFST *Seasonal Rate Only Available Jan 1st - Apr 30th May 1st - May 11th May 12th - Aug 2nd	\$ 59.00* \$ 59.00* \$ 69.00
<u>Howell</u>	Amerihost Inn 4121 Lambert Dr., Zip 48843 Phone 517-546-0712		\$ 50.00



<u>Hudsonville</u>	Amerihost Inn 3301 Highland Dr., Zip 49426 Phone 616-662-4000		\$ 55.00
<u>Kalamazoo</u>	Clarion Hotel 3600 E. Cork, Zip 49001 Phone 616-385-3922	FULL BKFST	\$ 65.00
	Holiday Inn West 2747 S. 11th St., Zip 49009 Phone 616-375-6000		\$ 61.00
	Radisson Plaza 100 W. Michigan Ave, Zip 49007 Phone 616-343-333	Rate not Available on Website	\$ 65.00
<u>Lansing</u>	Clarion Hotel 3600 Dunckel Drive, Zip 48910 Phone 517-351-7600	FULL BKFST	\$ 65.00
	Holiday Inn South 6820 S. Cedar St., Zip 48911 Phone 517-694-8123		\$ 65.00
	Holiday Inn West 7501 W. Saginaw, Zip 48917 Phone 517-627-3211		\$ 65.00
	Quality Suites 901 Delta Commerce Dr., 48917 Phone 1-800-456-6431 Phone 517-886-0600	FULL HOT BREAKFAST Direct Billing Available	\$ 65.00
	University Quality Inn 3121 Grand River Rd. Phone 517-351-1440 Phone 1-800-228-5151	FULL HOT BREAKFAST	\$ 65.00
<u>Livonia</u>	Comfort Inn 29235 Buckingham Drive, Zip 48154 Phone 734-458-7111	CONT BKFST	\$ 59.00



<u>Marquette</u>	Comfort Suites		\$ 67.00
	2463 US-41 West, Zip 49855 Phone 906-228-0028	CONT BKFST	
	The Landmark Inn	Rate is not available on website	See Below
	230 N. Front St., Zip 49855 Phone 906-228-2580 <i>Feb 15th - Feb 16th</i>	<i>**Blackout Dates: rate is not available May 3rd - May 4th</i>	
	Rate in Effect	Jan 1-June 30th July 1st - Oct 31st Nov 1st - Dec 31st	\$ 69.00 \$ 79.00 \$ 69.00
<u>Mt. Pleasant</u>	Comfort Inn		\$ 65.00
	2424 S. Mission Rd., Zip 48858 Phone 989-772-4000	CONT BKFST	
<u>Muskegon</u>	Comfort Inn		\$ 59.00*
	1675 E. Sherman Blvd, Zip 49444 Phone 231-709-9092	CONT BKFST *Seasonal Rate Only Available	
		Jan 1st- - May 31st Sept 2nd - Dec 31st	\$ 59.00* \$ 59.00*
	Rate in effect from	Jun 1st - Sept 1st	\$ 79.00*
<u>Novi</u>	Wyndham Garden		\$ 86.00
	42100 Crescent Blvd., Zip 48375 Phone 248-344-8800		
<u>Okemos</u>	Comfort Inn and Suites		\$ 65.00**
	2209 University Park Dr., Zip 48864 Phone 517-349-8700	CONT BKFST <i>**Blackout Dates: rate is not available May 2nd - May 4th All Weekends from Aug - Oct</i>	
	Fairfield Inn- Okemos 2335 Woodlake Dr, Zip 48864 Phone (517) 347-1000		\$ 60.00
<u>Petoskey</u>	Hampton Inn	Rate is not available on website	\$ 65.00**
	920 Spring St., Zip 49770 Phone 231-348-9555	CONT BKFST <i>**Blackout Dates: rate is not available July 1st - July 6th Dec 24th - Jan 2nd 2003</i>	



<u>Plymouth</u>	Quality Inn Clocktower 40455 Ann Arbor Rd., 48170 on website Phone 734-455-8100	Rate is not available	\$ 65.00
<u>Pontiac</u>	Marriott at Centerpoint 3600 Centerpoint Pkwy. Zip 49080 Phone 248-253-9800	CONT BKFST	\$ 65.00
<u>Romulus</u>	Marriott at DTW Airport 30559 Flynn Rd., Zip 48174 Phone 734-729-7555	<i>**Blackout Dates: rate is not available Jan 6th - Jan 10th Mar 3rd - Mar 7th</i>	\$ 65.00**
<u>Roseville</u>	Baymont Inn 20675 13 Mile Rd., Zip 48065 Phone 810-296-6910 <i>Jul 4th - Jul 5th Dec 24th - Dec 26th</i>	Rate is not available on website CONT BKFST <i>**Blackout Dates: rate is not available Nov 21st - Nov 22nd Dec 31st - Jan 2nd 2003</i>	\$ 64.00**
<u>St. Joseph</u>	The Boulevard Inn 521 Lake Blvd., Zip 49085 Phone 616-983-6600 <i>Jul 12-Jul 13 & Jul 19-Jul 20 Oct 4-Oct 5 & Oct 11-Oct 12</i>	Rate is not available on website <i>**Blackout Dates: rate is not available All Fridays & Saturdays Sept 6 - Sept 7 & Sept 13 - Sept 14 Nov 1 - Nov 2 & Nov 22 - Nov 23</i>	\$ 65.00**
<u>Saginaw</u>	Comfort Suites 5180 Fashion Square Blvd., Zip 48603 Phone 517-797-8000	CONT BKFST	\$ 65.00
<u>South Haven</u>	Old Harbor Inn 515 Williams St., Zip 49090 Phone 616-637-8480	Rate is not available on website <i>*Seasonal Rate Only</i>	\$ 60.00*
<u>Southfield</u>	Holiday Inn 26555 Telegraph Rd., Zip 48034 Phone 248-253-7700	<i>**Blackout Dates: rate is not available Mar 4th - Mar 7th</i>	\$ 65.00**
<u>Stevensville</u>	Baymont Inn 2601 W. Marquette Woods Rd., Zip 49127 Phone 616-428-9111	CONT BKFST	\$ 55.00
<u>Traverse City</u>	Baymont Inn 2326 North US 31 South, Zip 49684 Phone 231-933-4454	CONT BKFST <i>**Blackout Dates: rates not available</i>	See below

TERMS AND CONDITIONS CONTRACT #071B8200279



<i>May 24th - May 26th</i>	<i>Jul 6th - Jul 13th and Aug 30 - Sept 1st</i>	
Rate in effect from	Jan 1 - Apr 27th	\$ 50.00
	Apr 28th - Jun 27th	\$ 72.00
	Jun 28th - Aug 17th	\$ 100.00
	Sept 2nd - Dec 28th	\$ 58.00

<u>Holiday Inn Westbay Resort</u>		See below
615 E. Front Street, Zip 49666		
Phone 231-947-3700	<i>**Blackout Dates: rates not available</i>	
	<i>May 24th - May 28th, Jul 4th - Jul 13th</i>	
	<i>Aug 1st - Aug 10th, Dec 29th - Jan 1st</i>	
Rate in effect from	Jan 1 - Apr 30th	\$ 65.00
	May 1st - Sept 2nd	\$ 125.00
	Sept 3rd - Dec 29th	\$ 65.00

<u>Troy</u>	<u>Drury Inn</u>		\$ 94.00
	575 West Big Beaver, Zip 48084	CONT BKFST	
	Phone 248-528-3330		

<u>Utica</u>	<u>Comfort Inn</u>		\$ 72.00
	11401 Hall Rd., Zip 48317	CONT BKFST	
	Phone 586-739-7111		

<u>Warren</u>	<u>Baymont Inn</u>		\$ 54.00**
	30900 Van Dyke, Zip 48093	CONT BKFST	
	Phone 586-574-0550	<i>**Blackout Dates: rates not available</i>	
	<i>Jul 4th - Jul 5th</i>	<i>Nov 21st - Nov 22nd</i>	
		<i>Dec 24th - Dec 26th</i>	

<u>Ypsilanti</u>	<u>Marriott at Eagle Crest</u>		\$ 65.00**
	1275 S. Huron Street, Zip 48197		
	Phone 734-487-2000	<i>**Blackout Dates: rates not available</i>	
	<i>Apr 25th - Apr 27th</i>	<i>Jun 6th - Jun 8th</i>	
	<i>Jul 11th - Jul 13th</i>	<i>Aug 15th - Aug 17th</i>	
	<i>Oct 10th - Oct 12th</i>		



Communities in Metropolitan Detroit

In the Standardized Travel Regulations, Section 4.1 authorizes other areas to be designated by the department as one metropolitan workstation. Consistent with this authorization the following designation is made for the Detroit Metropolitan area as one official workstation.

The Detroit Metropolitan area is one official workstation that is bounded by Fourteen Mile Road on the north, Inkster Road on the west, Pennsylvania Road on the south, and the Detroit River and Lake St. Clair on the east. The following municipalities all are within this Detroit Metropolitan official workstation.

- | | |
|----------------------|------------------|
| Allen Park | Hamtramck |
| Berkley | Harper Woods |
| Beverly Hills | Hazel Park |
| Bingham Farms | Highland Park |
| Centerline | Huntington Woods |
| Dearborn | Lathrup Village |
| Dearborn Heights | Lincoln Park |
| Detroit | Madison Heights |
| Eastpointe | Melvindale |
| Ecorse | Oak Park |
| Ferndale | River Rouge |
| Franklin | Roseville |
| Fraser | Royal Oak |
| Grosse Pointe | St. Clair Shores |
| Grosse Pointe Farms | Southfield |
| Grosse Pointe Park | Southgate |
| Grosse Pointe Shores | Taylor |
| Grosse Pointe Woods | Warren |
| | Wyandotte |

The official workstation must be shown on an employee's travel voucher.



**DEPARTMENT OF MANAGEMENT AND BUDGET, VEHICLE & TRAVEL SERVICES
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES
EFFECTIVE JANUARY 1, 2003**

MICHIGAN SELECT CITIES *

Meals and Lodging

Lodging (Actual supported by receipts)**		\$65.00
Breakfast	8.75	
Lunch		8.75
Dinner		21.00

IN-STATE ALL OTHER - Meals and Lodging

Lodging (Actual supported by receipts)**		\$65.00
Breakfast	7.25	
Lunch		7.25
Dinner		16.50

Per Diem

Total Per Diem		\$76.50
Lodging		45.50
Breakfast	7.25	
Lunch		7.25
Dinner		16.50

Group Meetings

Lodging (Actual supported by receipts)**		\$65.00
Breakfast	7.25	
Lunch		10.25
Dinner		16.50

OUT-OF-STATE SELECT CITIES *

Meals and Lodging

Lodging (Actual supported by receipts)		**
Breakfast	\$11.00	
Lunch		11.00
Dinner		22.00

OUT-OF-STATE ALL OTHER

Meals and Lodging

Lodging (Actual supported by receipts)		**
Breakfast	\$8.75	
Lunch		8.75
Dinner		20.50



Per Diem

Per Diem		\$83.50
Lodging		45.50
Breakfast	8.75	
Lunch		8.75
Dinner		20.50

Incidental Costs per day **\$2.00**

Mileage Rates - Private vehicle

Approved Private Vehicle use Rate (Premium Rate)	\$.360 per mile
Vehicle & Travel Services Mid-Sized Car Rate	\$.305 per mile

Employee electing to drive private vehicle in lieu of available State vehicle

* See select cities list

** Lodging available nightly at specified rate, or use preapproved hotel list at www.michigan.gov/dmb select Agency Services, and Travel or call Total Travel Management at 1-888-228-8692.