



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7
 to
 Contract Number 071B3200108

| | |
|-------------------|--------------------------------|
| CONTRACTOR | LIFE TECHNOLOGIES CORPORATION |
| | 5791 Van Allen Way |
| | Carlsbad, CA 92008 |
| | Elise Korican |
| | 760-603-3319 |
| | elise.korican@thermofisher.com |
| | *****3077 |

| | | | |
|--------------|------------------------|--------------------|-------|
| STATE | Program Manager | MULTI | MULTI |
| | | | |
| | | MULTI | |
| | Contract Administrator | Steve Rigg | DTMB |
| | | (517) 284-7043 | |
| | | riggs@michigan.gov | |

| CONTRACT SUMMARY | | | | |
|---|-------------------------|---|--|---|
| LIFE TECHNOLOGIES EQUIP/CONSUMABLES/MAINT. | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW | |
| July 1, 2013 | June 30, 2016 | 7 - 1 Year | June 30, 2017 | |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | | |
| 30 Days | | 60 Days ARO | | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING | |
| <input checked="" type="checkbox"/> P-Card | | <input checked="" type="checkbox"/> Direct Voucher (DV) | <input type="checkbox"/> Other | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS | | | | |
| N/A | | | | |
| DESCRIPTION OF CHANGE NOTICE | | | | |
| OPTION | LENGTH OF OPTION | EXTENSION | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input type="checkbox"/> | | <input type="checkbox"/> | | |
| CURRENT VALUE | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | | |
| \$4,615,312.54 | \$0.00 | \$4,615,312.54 | | |
| DESCRIPTION | | | | |
| Effective February 1, 2017, the following items have been updated or added to this contract per revised Attachment A. All other terms, conditions, specifications, and pricing remain the same. Per Agency and Vendor agreement, and DTMB Procurement approval. | | | | |

**Attachment A – Pricing
Revised 2-1-17**

| Product Number | New Description | Size | Price |
|----------------|---|---------------|----------------|
| 71004 | DYNABEADS ANTI-E.COLI O157 | 5 X 1 ML | \$615.12 |
| 71007 | DYNABEADS EPEC/VTEC O145 | 2 ML | \$344.85 |
| 71009 | DYNABEADS EPEC/VTEC O111 | 2 ML | \$345.80 |
| 71011 | DYNABEADS EPEC/VTEC O103 | 2 ML | \$343.91 |
| 71013 | DYNABEADS EPEC/VTEC O26 | 2 ML | \$347.69 |
| 74001 | CT SUPPLEMENT | KIT | \$125.20 |
| 221101 | O-RING,7/8IDX.07 BUNA-N | | \$10.52 |
| 402824 | BUFFER (10X) WITH EDTA | | \$103.29 |
| 450003 | TQMN TAMRA PROBE 50,000 PMOLES | EACH | \$632.56 |
| 450006 | CUSTOM PRISM PRIMER 80K PMOLES | EACH | \$139.57 |
| 450007 | CUSTOM PRISM PRIMER 10K PMOL | 10K PICOMOLES | \$83.93 |
| 450008 | Custom order oligo 250 nanomoles eith MGB or TAMRA labeled | | Custom Pricing |
| 450025 | TAQMAN TAMRA PROBE 6K PMOLES | EACH | \$225.59 |
| 4304437 | TaqmMan Universal PCR Mastermix | | \$397.24 |
| 4304970 | SEQUENCE DETECTION PRIMER | 10K PMOLE | \$25.72 |
| 4304971 | SEQUENCE DETECTION PRIMER | 80K PMOLE | \$37.55 |
| 4304972 | SEQUENCE DETECTION PRIMER | 130K PMOLE | \$86.18 |
| 4304973 | CUSTOM PRISM PRIMER PAIR TRI-R | 10,000 PMOLES | \$111.70 |
| 4305547 | Septa Strips | | \$129.64 |
| 4306737 | FG,TCII REACTION PLT,96 WELL, | BARCODE,KIT | \$104.80 |
| 4308323 | FG KIT,EXOGENOUS IPC RGNT | VIC PROBE | \$230.58 |
| 4311320 | HI-DI FORMAMIDE BOTTLE | 25 ML | \$38.26 |
| 4311818 | Taq Polymerase (Gold) | | \$2,369.70 |
| 4311971 | FG,OPTICAL ADHESIVE COVERS | EACH | \$171.65 |
| 4312660 | KIT,TQMN CONTROL GENOMIC DNA | (HUMAN) | \$53.81 |
| 4315930 | Capillary array for 3130XL | | \$972.97 |
| 4315931 | 3130xl 16 Capillary Array | | \$954.54 |
| 4315932 | SEPTA STRIP,BUFFER TRAY | EACH | \$194.18 |
| 4315933 | SEPTA STRIP,96 WELL TRAY | EA | \$356.51 |
| 4316034 | TAQMAN MGB PROBE 6,000 PMOLES | EACH | \$201.83 |
| 4316813 | BULKPACK 96-WELL RXN PLATES, | 50XN8010560 | \$1,984.95 |
| 4317237 | PLATE,BASE AB 96 WELL 3100 | EACH | \$50.42 |
| 4317241 | PLATE,RETAINER 96 WELL 3100 | EACH | \$50.42 |
| 4318930 | PREPMAN ULTRA | EACH | \$112.01 |
| 4323306 | 384 WELL RNASE P INST VERIF | PLATE | \$719.46 |
| 4323977 | 384 WELL DYE CALIBRATION PLATE | KIT | \$430.60 |
| 4324018 | TAQMAN UNIV MMIX NO UNG 5ML | EA | \$359.62 |
| 4326270 | TF,384-WELL CLEAR OPTICAL | PLATE BULK PK | \$1,953.71 |
| 4331182 | s: 250 rxns, 20X | | \$152.10 |
| 4333464 | 3130 4 Capillary Array | | \$764.50 |
| 4336791 | BDT V1.1 SEQ STD KIT | EACH | \$244.89 |
| 4337450 | BDT V1.1 RR-100 & SEQ BUFFER | EACH | \$1,054.06 |
| 4345827 | DS-30 (DYE SET D) MATRIX STD | KIT | \$136.28 |
| 4345829 | DS-31 (D W/VIC) MATRIX STD | KIT | \$139.03 |
| 4345833 | DS-33 (DYE SET G5) MATRIX STD | KIT | \$154.99 |
| 4346480 | MICROSEQ 500 16S RDNA SEQ KIT | EACH | \$375.62 |
| 4346906 | FG,MICROPLATE, LHS 96 WELL, | BARCODE | \$63.94 |
| 4349180 | 7500 Calibration and Spectral Plates | | \$752.30 |
| 4351368 | L: 2900 rxns, 60X | | \$921.50 |
| 4351370 | M: 750 rxns, 20X | | \$419.00 |
| 4351372 | S: 360 rxns, 20X | | \$236.60 |
| 4351653 | 96 WELL FAST 7900 SPECTRAL DYE | KIT | \$453.89 |
| 4351979 | FAST 96 WELL RNASE P VERIF | PLATE | \$510.96 |
| 4352042 | FG,TAQMAN FAST UNIVERSAL PCR | MASTER MIX | \$202.04 |
| 4358293 | FAST RCTN TUBES(8 TUBES/STRIP) | EACH | \$75.44 |
| 4358351 | JAR,BUFFER 16ML | EACH | \$144.06 |
| 4363752 | Pop 4 Polymer 3130 and 3130xl | | \$164.84 |
| 4363785 | 3130 POP-7 | 3.5 ML | \$168.50 |
| 4366932 | TF,OPTICAL FAST 96-WELL PLT | 200 BULK | \$695.48 |
| 4369016 | FG,TAQMAN GEX MASTER MIX,5 ML | EACH | \$320.23 |
| 4369542 | TF,TAQMAN GEX MMIX 10X5ML | EACH | \$2,489.33 |
| 4370489 | FAST MICROSEQ 500 PCR KIT | EACH | \$650.62 |
| 4375786 | Veriti 96-well PCR System | | \$7,995.00 |
| 4376911 | DS-33 LIZ600 GENESCAN INSTALL | KIT | \$433.00 |
| 4387424 | AGPATH-ID ONE-STEP RT-PCR | (500 RXN.) | \$772.38 |
| 4393708 | POP-7 (384)POLYMER 3500 SERIES | EACH | \$205.72 |
| 4393710 | Pop 4 Polymer 960 sample pouch size for the 3500 and 3500xl | | \$423.23 |
| 4393714 | POP-7 (960)POLYMER 3500 SERIES | EACH | \$515.10 |
| 4393715 | Pop 4 Polymer 384 sample pouch size for the 3500 and 3500xl | | \$171.07 |
| 4393718 | CONDITIONING REAGNT 3500SERIES | EACH | \$28.74 |

| | | | |
|------------|---|----------------|----------------|
| 4393927 | ANODE BFFR CONTAINR 3500SERIES | EACH | \$115.73 |
| 4396838 | TAQMAN ENVIRONMENTAL | MASTER MIX 2.0 | \$226.23 |
| 4398044 | TF,4 X 200RXN TAQMAN EMM 2.0 | EACH | \$912.54 |
| 4403874 | MICROSEQLISTERIA MONO DET KIT | EACH | \$790.99 |
| 4404683 | 3500 8 Capillary Array | | \$1,224.38 |
| 4404687 | 3500xl 24 Capillary Array | | \$1,599.86 |
| 4404689 | CAPILLARY ARRAY 24-CAP 50CM | RUO | \$1,834.88 |
| 4406016 | Genetic Analyzer 3500xl | | \$181,566.00 |
| 4406017 | Genetic Analyzer 3500 | | \$109,989.00 |
| 4408256 | CATHODE BFR CONTAINR 3500 SER | EACH | \$158.81 |
| 4410715 | SEPTA CATHODE BUFFER CNTR 3500 | RUO | \$375.19 |
| 4412614 | SEPTA,96 WELL RUO 3500 | EACH | \$381.38 |
| 4412619 | KIT,POUCH CAP 3500 | EACH | \$17.36 |
| 4432563 | FAST 96W CALIBRATION KIT IVD | | \$1,548.00 |
| 4440462 | AB 3500 Genetic Alalyzer | | \$114,570.00 |
| 4440463 | AB 3500XL Genetic Analyzer | | \$166,345.00 |
| 4448484 | S: 360 rxns, 20X | | \$247.00 |
| 4448485 | M: 750 rxns, 20X | | \$406.60 |
| 4448486 | L: 2900 rxns, 60X | | \$902.50 |
| 4448489 | S: 360 rxns, 20X | | \$247.00 |
| 4448490 | M: 750 rxns, 20X | | \$406.60 |
| 4448491 | L: 2900 rxns, 60X | | \$902.50 |
| 4448892 | XS: 75 rxns, 20X | | \$71.25 |
| 4453320 | XS: 75 rxns, 20X | | \$67.50 |
| 4479707 | Software, GENEMAPPER ID-X FULL V1.4 | | \$20,196.00 |
| 4479711 | Software, GENEMAPPER ID-X CLIENT V1.4 | | \$10,098.00 |
| 4480212 | INSTALLATION IQOQ,QSTUDIODX | | \$5,118.00 |
| 4480299 | QUANTSTUDIO DX 96W FAST US IVD | | \$66,200.00 |
| 4480633 | QS DX, BASIC TRG (CUST SITE) | | \$7,660.00 |
| 6251088 | DRIP TRAY | EACH | \$13.13 |
| 6280163 | RESERVOIRS,BUFFER/WATER WASTE | 3100 | \$43.77 |
| 6280165 | ARRAY, SLEEVE PEEK | EACH | \$79.22 |
| 6283730 | KNOB,ARRAY 3100 | EACH | \$141.78 |
| 6283732 | ASSY,TUBING FOR POLYMER BLOCK | 3100 | \$99.92 |
| 6283776 | PLUB, ARRAY PORT EACH | | \$63.89 |
| 10966034 | Platinum TAQ DNA Polymerase | | \$389.84 |
| 11732088 | SSIII 1-STEP QRT-PCR 500 500 RXN | | \$1,439.98 |
| 11785200 | Express qPCR | | \$404.14 |
| 12574035 | SS III ONE-STEP HI FI 100 RXN 100 REACTIONS | | \$609.84 |
| 16120099 | Rabbit Serum | | \$31.22 |
| 61100061 | MEM EARLES | 10X1L | \$39.17 |
| 4311320C | CUSTOM,HI-DI FORMAMIDE BOTTLE | 500ML | \$526.15 |
| AM2684 | Rnase Inhibitor (40 U/ul) 10,000 U | | \$312.50 |
| AM7119 | Yeast tRNA (10mg/mL) 500 ul | | \$65.90 |
| APE50SD | Pathotrix E. coli O157:H7 | | \$585.97 |
| Custom | Custom Primers | | Custom Pricing |
| Custom | inv A3F 10K picomole | | Custom Pricing |
| Custom | invA3R 10K picomole | | Custom Pricing |
| Custom | inv A3P 6K picomole | | Custom Pricing |
| Custom | Malprobe 6FAM custom product | | Custom Pricing |
| Custom | Ovaprob e VIC custom product | | Custom Pricing |
| Custom | Plasmo 1F custom product | | Custom Pricing |
| Custom | Plasmo 1R custom product | | Custom Pricing |
| Custom | Plasmo 2F custom product | | Custom Pricing |
| Custom | Plasmo 2R custom product | | Custom Pricing |
| Custom | UIDA probe - custom product | | Custom Pricing |
| N8050001 | 9700 96-WELL Silver Block Thermal Cycler | | \$8,895.00 |
| K4650-01 | TOPO TA Cloning kit | | \$496.76 |
| Q32850 | Qubit DSDNA BR Assay | | \$86.33 |
| Q33216 | Qubit 3.0 Flurometer | | \$2,372.52 |
| Q33217 | Qubit 3.0 Starter kit | | \$2,591.24 |
| ZGD1SCQSDX | AB ASSURANCE DX, OQPQ | | \$8,486.00 |

DHHS Maintenance Pricing Schedule

| | | | | Option Yr 1 - Quote 40470531 | Option Yr 2 - Quote 40470532 | Option Yr 3 - Quote 40470546 | Option Yr 4 - Quote 40470547 |
|----------------------------------|--------------------------|---------------------------|----------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Model | Serial Number | Service Plan | Current Price through 9/30/17 | 10/1/17 - 9/30/18 | 10/1/18 - 9/30/19 | 10/1/19 - 9/30/20 | 10/1/20 - 9/30/21 |
| 9700-96Well, Sample Module | 096S3081201, 805S3071639 | ABRC Support | \$562.70 | \$ 583.39 | \$ 597.97 | \$ 612.93 | \$ 628.25 |
| 9700-96Well, Sample Module | 096S3112801, 805S3112762 | ABRC Support | \$562.70 | \$ 583.39 | \$ 597.97 | \$ 612.93 | \$ 628.25 |
| 9700-96Well, Sample Module | 096S4080423, 805S4080370 | ABRC Support | \$562.70 | \$ 583.39 | \$ 597.97 | \$ 612.93 | \$ 628.25 |
| 9700-96Well, Sample Module | 096S4080429, 805S4080367 | ABRC Support | \$562.70 | \$ 583.39 | \$ 597.97 | \$ 612.93 | \$ 628.25 |
| 3130-16 Genetic Analyzer | 1588-011 | AB Assurance | \$13,658.28 | \$ 13,574.46 | \$ 13,913.82 | Retired | Retired |
| 7900HT Sequence Detection System | 279003232 | AB Assurance | \$8,590.83 | \$ 9,004.89 | \$ 9,230.01 | \$ 9,460.76 | \$ 9,697.28 |
| 7900HT Sequence Detection System | 279003253 | AB Assurance | \$8,590.83 | \$ 9,004.89 | \$ 9,230.01 | \$ 9,460.76 | \$ 9,697.28 |
| Veriti Thermal Cycler | 299025103 | ABRC Support | \$714.20 | \$ 792.80 | \$ 812.63 | \$ 832.94 | \$ 853.77 |
| 3130-16 Genetic Analyzer | 19244-028 | AB Assurance | \$20,556.67 | \$ 20,052.69 | \$ 20,554.01 | \$21,067.86 | \$21,594.56 |
| 7500FAST DX Service | 275001210 | AB Assurance, 20Q, 1PM | \$8,979.39 | \$ 12,423.16 | \$ 12,733.74 | \$13,052.08 | \$13,378.38 |
| 7500FAST DX Service | 275011834 | AB Assurance, 20Q, 1PM | \$8,979.39 | \$ 12,423.16 | \$ 12,733.74 | \$13,052.08 | \$13,378.38 |
| 7500FAST DX Service | 275011839 | AB Assurance, 20Q, 1PM | \$8,979.39 | \$ 12,423.16 | \$ 12,733.74 | \$13,052.08 | \$13,378.38 |
| 7500FAST DX Service | 275010786 | AB Assurance, 20Q, 1PM | \$8,979.39 | \$ 12,423.16 | \$ 12,733.74 | \$13,052.08 | \$13,378.38 |
| 7500 Real Time PCR System | 275012619 | AB Assurance | \$5,709.13 | \$ 5,200.42 | \$ 5,330.43 | \$ 5,463.69 | \$ 5,600.28 |
| ViiA 7 | 278881439 | AB Assurance | \$6,696.52 | \$ 6,763.55 | \$ 6,932.64 | \$ 7,105.96 | \$ 7,283.61 |
| 3500xL Genetic Analyzer | 25360-011 | AB Assurance | \$13,175.75 | \$ 13,505.14 | \$ 13,842.77 | \$14,188.84 | \$14,543.56 |
| QUANTSTUDIO DX | 287880348 | AB Assurance, 10Q, 1PM | Warranty | \$ 11,822.83 | \$ 12,118.40 | \$12,421.36 | \$12,731.89 |
| QUANTSTUDIO DX | 287880348 | AB Assurance, 10Q, 1PM | Warranty | \$ 11,822.83 | \$ 12,118.40 | \$12,421.36 | \$12,731.89 |
| QUANTSTUDIO DX | 287880347 | AB Assurance, 10Q, 1PM | Warranty | \$ 11,822.83 | \$ 12,118.40 | \$12,421.36 | \$12,731.89 |
| GENEAMP PCR SYS 2700,96 WELL | 270S3052116 | AB RC Support | \$245.95 | \$360.70 | \$369.72 | \$378.96 | \$388.43 |
| GENEAMP PCR SYS 2700,96 WELL | 270S3120119 | AB RC Support | \$245.95 | \$360.70 | \$369.72 | \$378.96 | \$388.43 |
| GENEAMP PCR SYS 2700,96 WELL | 270S3120127 | AB RC Support | \$245.95 | \$360.70 | \$369.72 | \$378.96 | \$388.43 |
| GENEAMP PCR SYS 2700,96 WELL | 270S0120126 | AB RC Support | \$245.95 | \$360.70 | \$369.72 | \$378.96 | \$388.43 |

MSP Maintenance Pricing Schedule

| | | | Current Price through 9/30/17 | Base - Quote 40464353 | Option Yr 1 - Quote 40464354 | Option Yr 2 - Quote 40464356 | Option Yr 3 - Quote 40464357 | Option Yr 4 - Quote 40464358 | Option Yr 5 - Quote 40464359 |
|---------------------------|---------------|--------------|----------------------------------|--------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Model | Serial Number | Service Plan | | 10/1/17 - 9/30/18 | 10/1/18 - 9/30/19 | 10/1/19 - 9/30/20 | 10/1/20 - 9/30/21 | 10/1/21 - 9/30/22 | 10/1/22 - 9/30/23 |
| 7500 Real Time PCR System | 275002056 | AB Assurance | \$4,814.91 | \$ 5,073.60 | \$5,200.44 | \$ 5,330.52 | \$ 5,463.84 | \$ 5,600.40 | \$ 5,740.44 |
| 7500 Real Time PCR System | 275004406 | AB Assurance | \$4,184.91 | \$ 5,073.60 | \$5,200.44 | \$ 5,330.52 | \$ 5,463.84 | \$ 5,600.40 | \$ 5,740.44 |
| 7500 Real Time PCR System | 275004075 | AB Assurance | \$4,184.91 | \$ 5,073.60 | \$5,200.44 | \$ 5,330.52 | \$ 5,463.84 | \$ 5,600.40 | \$ 5,740.44 |
| 7500 Real Time PCR System | 275004398 | AB Assurance | \$4,184.91 | \$ 5,073.60 | \$5,200.44 | \$ 5,330.52 | \$ 5,463.84 | \$ 5,600.40 | \$ 5,740.44 |
| 7500 Real Time PCR System | 275004399 | AB Assurance | \$4,184.91 | \$ 5,073.60 | \$5,200.44 | \$ 5,330.52 | \$ 5,463.84 | \$ 5,600.40 | \$ 5,740.44 |
| 7500 Real Time PCR System | 275004322 | AB Assurance | \$4,184.91 | \$ 5,073.60 | \$ 5,200.44 | \$ 5,330.52 | \$ 5,463.84 | \$ 5,600.40 | \$ 5,740.44 |
| 7500 Real Time PCR System | 275004341 | AB Assurance | \$4,184.91 | \$ 5,073.60 | \$ 5,200.44 | \$ 5,330.52 | \$ 5,463.84 | \$ 5,600.40 | \$ 5,740.44 |
| 3500 Genetic Analyzer | 25188-180 | AB Assurance | \$7,301.26 | \$ 8,317.90 | \$ 8,525.84 | \$ 8,738.99 | \$ 8,957.46 | \$ 9,181.39 | \$ 9,410.93 |
| 3500xL Genetic Analyzer | 25359-051 | AB Assurance | \$11,565.38 | \$ 13,175.75 | \$ 13,505.14 | \$ 13,842.77 | \$14,188.84 | \$ 14,543.56 | \$ 14,907.15 |
| 3500 Genetic Analyzer | 25187-150 | AB Assurance | \$7,301.26 | \$ 8,317.90 | \$ 8,525.84 | \$ 8,738.99 | \$ 8,957.46 | \$ 9,181.39 | \$ 9,410.93 |
| 3500xL Genetic Analyzer | 25359-191 | AB Assurance | \$11,565.38 | \$ 13,175.75 | \$ 13,505.14 | \$ 13,842.77 | \$14,188.84 | \$ 14,543.56 | \$ 14,907.15 |
| 3500 Genetic Analyzer | 25188-040 | AB Assurance | \$7,301.26 | \$ 8,317.90 | \$ 8,525.84 | \$ 8,738.99 | \$ 8,957.46 | \$ 9,181.39 | \$ 9,410.93 |
| 3500 Genetic Analyzer | 25188-070 | AB Assurance | \$7,301.26 | \$ 8,317.90 | \$ 8,525.84 | \$ 8,738.99 | \$ 8,957.46 | \$ 9,181.39 | \$ 9,410.93 |
| 3500xL Genetic Analyzer | 25359-061 | AB Assurance | \$7,301.26 | \$ 13,175.75 | \$ 13,505.14 | \$ 13,842.77 | \$14,188.84 | \$ 14,543.56 | \$ 14,907.15 |

**Program Managers
for
Multi-Agency and Statewide Contracts**

| AGENCY | NAME | PHONE | EMAIL |
|---------------|-------------|----------------|---------------------|
| MSP | Jeff Nye | (517) 322-6135 | NyeJV@michigan.gov |
| MDHHS | Kevin Dunn | (517) 335-5096 | DunnK3@michigan.gov |
| DEQ | Carla Wintz | (517) 284-5005 | Wintz@michigan.gov |
| MDHHS | Connie Good | (517) 335-8058 | GoodC@michigan.gov |

FOR THE CONTRACTOR:

LIFE TECHNOLOGIES CORPORATION

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jeff Crawford, Commodities Division Director

Name and Title

DTMB Procurement

Agency

Date

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 6
 to
 CONTRACT NO. 071B3200108
 between
 THE STATE OF MICHIGAN
 and

| NAME & ADDRESS OF CONTRACTOR | PRIMARY CONTACT | EMAIL |
|---|-----------------|--|
| Life Technologies Corporation 5791 Van Allen Way Carlsbad CA, 92008 | Elise Korican | Elise.korican@thermofisher.com |
| | PHONE | CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY) |
| | 760-918-3027 | *****3077 |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|------------------------|--------|------------------|----------------|------------------------|
| PROGRAM MANAGER / CCI | MSP | Nye, Jeff | 517-322-6135 | nyejv@michigan.gov |
| CONTRACT ADMINISTRATOR | DHHS | Kevin Dunn | 517-335-5096 | Dunnk3@michigan.gov |
| CONTRACT ADMINISTRATOR | DEQ | Carla Wintz | 517-284-5005 | wintz@michigan.gov |
| CONTRACT ADMINISTRATOR | DTMB | Melissa Sambiago | (517) 284-7016 | sambiaiom@michigan.gov |

| CONTRACT SUMMARY | | | |
|---|-------------------------|---------------------------|---|
| DESCRIPTION: Life Technologies Equip/Consumables/Maint. | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
| July 1, 2013 | June 30, 2016 | 7 - 1 Year | June 30, 2016 |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | |
| 30 Days | | 60 Days ARO | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING |
| <input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS | | | |
| | | | |

| DESCRIPTION OF CHANGE NOTICE | | | | |
|--|------------------|--------------------------|------------------------------------|-------------------|
| EXERCISE OPTION? | LENGTH OF OPTION | EXERCISE EXTENSION? | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input checked="" type="checkbox"/> | 1 Year | <input type="checkbox"/> | | 6/30/2017 |
| CURRENT VALUE | | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | |
| \$4,490,313.54 | | \$ 124,999.00 | \$4,615,312.54 | |
| DESCRIPTION: Effective March 24, 2016, this contract is exercising the first option year and is increased by \$124,999.00. The revised contract expiration date is June 30, 2017. The following items are added to this contract, per revised Attachment A. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval. | | | | |

| Change Notice Number | Agency | Serial No. | Item No. | Min QTY | Description | List Price | Net Price | Addition |
|----------------------|--------|------------|-------------------|---------|--|-------------|--------------|----------|
| 6 | DHHS | | 4480299 | 2 | QUANTSTUDIO DX 96W FAST US IVD | | \$66,200.00 | New |
| 6 | DHHS | | 4432563 | 2 | FAST 96W CALIBRATION KIT IVD | \$1,548.00 | \$0.00 | New |
| 6 | DHHS | | 4480212 | 2 | INSTALLATION IQOQ,QSTUDIODX | \$5,118.00 | \$0.00 | New |
| 6 | DHHS | | 4480633 | 2 | QS DX, BASIC TRG (CUST SITE) | \$7,660.00 | \$0.00 | New |
| 6 | DHHS | | ZGD1SCQSDX | 2 | AB DX, QSDX, 1OQPQ | \$13,570.00 | \$8,331.00 | New |
| 5 | MSP | | N8050001 | | 9700 96-WELL Silver Block Thermal Cyclers | | \$8,895.00 | |
| 5 | MSP | | 4375786 | | Veriti 96-well Thermal Cyclers | | \$5,995.00 | |
| 5 | MSP | | 4484075 | | ProFlex 96-well PCR System | | \$7,995.00 | |
| 4 | DEQ | | 4381793 | | QST, STEPONEPLUS 96 WELL TOWER | | \$ 17,995.00 | |
| 4 | DEQ | | 4311971 | | FG, OPTICAL ADHISIVE COVERS | | \$ 142.35 | |
| 4 | DEQ | | 4346906 | | FG, MICROPLATE, LHS 96 WELL | | \$ 54.76 | |
| 4 | DEQ | | 4351979 | | FAST 96 WELL RNASE P VERIF | | \$ 498.68 | |
| 4 | DEQ | | 1358293 | | FAST RCTN TUBES (8 TUBES/STRIP) MicroAmp Fast Reaction Tube with Cap, 0.1 mL. 1000 tubes | | \$ 69.60 | |
| 4 | DEQ | | TRN00075 | | Real-Time PCR on-Site Software Training for 1/2 day | | \$ - | |
| 4 | DEQ | | XGEXSCSTEPO NEP4Y | | RAPID EXCHANGE, STEPONE PLUS, 4Y | | \$ 3,664.42 | |
| 4 | DEQ | | Q32856 | | QUBIT ASSAY TUBES SET OF 500 | | \$ 63.22 | |
| 4 | DEQ | | Q32850 | | QUBIT DSDNA BR ASSAY KIT, 100 | | \$ 71.10 | |
| 4 | DEQ | | 4398021 | | TF, 2X200 RXN TAQMAN EMM 2.0 TaqMan® Environmental Master Mix 2.0 Real-time PCR Master Mix for inhibited samples. This kit contains sufficient reagents to perform 400 reactions | | \$ 813.60 | |

| | | | | | | | | |
|---|-----|---------------------|---------|--|--|--|------------------|--|
| 4 | DEQ | | Q33216 | | QUBIT 3.0 FLUOROMETER | | \$ 1,831.50 | |
| 3 | DCH | | 4405633 | | AB 3500XL Genetic Analyzer | | \$168,000.0 0 | |
| 3 | DCH | | 4406933 | | 3500XL SEQ AND FRAG INSTALL | | \$0.00 | |
| 3 | DCH | | 4387647 | | SW, SEQA, VR & GM | | \$5,000.00 | |
| 2 | MSP | 27500 2056 | | | 7500 Real Time PCR System | | \$4,814.91 | |
| 2 | MSP | 27500 4406 | | | 7500 Real Time PCR System | | \$4,814.91 | |
| 2 | MSP | 27500 4075 | | | 7500 Real Time PCR System | | \$4,814.91 | |
| 2 | MSP | 1585- 008 | | | 3130-4 Genetic Analyzer | | \$7,957.02 | |
| 2 | MSP | 19344- 038 | | | 3130-4 Genetic Analyzer | | \$7,957.02 | |
| 2 | MSP | 18317- 014 | | | 3130-4 Genetic Analyze | | \$7,957.02 | |
| 2 | MSP | 1477- 026 | | | 3130-16 Genetic Analyzer | | \$12,874.24 | |
| 2 | MSP | 27500 4398 | | | 7500 Real Time PCR System | | \$4,814.91 | |
| 2 | MSP | 27500 4399 | | | 7500 Real Time PCR System | | \$4,814.91 | |
| 2 | MSP | 16301- 032 | | | 3130-4 Genetic Analyzer | | \$7,957.02 | |
| 2 | MSP | 19344- 031 | | | 3130-4 Genetic Analyzer | | \$7,957.02 | |
| 2 | MSP | 1208- 017 | | | 3130-16 Genetic Analyzer | | \$12,874.24 | |
| 2 | MSP | 1351- 039 | | | 3130-16 Genetic Analyzer | | \$12,874.24 | |
| 2 | MSP | 7056 | | | BSD600 Duet | | \$7,970.08 | |
| 2 | MSP | D0011 | | | BSD600 Duet | | \$7,970.08 | |
| 2 | MSP | 27500 4322 | | | 7500 Real Time PCR System | | \$4,814.91 | |
| 2 | MSP | 27500 4341 | | | 7500 Real Time PCR System | | \$4,814.91 | |
| 2 | MSP | 16301- 028 | | | 3130-4 Genetic Analyzer | | \$7,957.02 | |
| 2 | MSP | 20351- 032 | | | 3130-4 Genetic Analyzer | | \$7,957.02 | |
| 2 | MSP | 18317- 022 | | | 3130-4 Genetic Analyzer | | \$7,957.02 | |
| 1 | DCH | 270S3 05211 6 | | | Gene amp PCR System 2700, 96- well Thermocyclers | | \$365.65 | |
| 1 | DCH | 270S3 12011 9 | | | Gene amp PCR System 2700, 96- well Thermocyclers | | \$365.65 | |
| 1 | DCH | 270S3 12012 7 | | | Gene amp PCR System 2700, 96- well Thermocycler | | \$365.65 | |
| 1 | DCH | 270S3 12012 6 | | | Gene amp PCR System 2700, 96- well Thermocyclers | | \$365.65 | |
| 1 | DCH | 805S6 03171 | | | Gene amp PCR System 9700, BASE | | \$288.60 | |

| | | | | | | | |
|---------|-----|--------------------------|---------|--|--|--|--------------|
| | | 5 | | | ONLY | | |
| 1 | DCH | 1588-011 | | | Genetic Analyzer 3130-16 | | \$13,658.28 |
| 1 | DCH | 170000100 | | | 7000 Sequence Detection System | | \$5,997.53 |
| 1 | DCH | 275001210 | | | 7500 DX | | \$8,979.42 |
| 1 | DCH | 275010786 | | | 7500 Fast Real Time PCR System | | \$8,979.39 |
| 1 | DCH | 275012619 | | | 7500 Fast Real Time PCR System (MDA) | | \$5,709.13 |
| 1 | DCH | 275030476 | | | 7500 Fast DX | | \$8,979.39 |
| 1 | DCH | 275011834 | | | 7500 Fast DX | | \$8,979.42 |
| 1 | DCH | 275011839 | | | 7500 Fast DX | | \$8,979.42 |
| 1 | DCH | 096S3081201, 805S3071639 | | | Sample Module 9700, 96 well Thermocyclers BASE AND TOP | | \$562.70 |
| 1 | DCH | 096S3112801, 805S3112762 | | | Sample Module 9700 BASE AND TOP | | \$562.70 |
| 1 | DCH | 096S4080423, 805S4080370 | | | Sample Module 9700 BASE AND TOP | | \$562.70 |
| 1 | DCH | 096S4080429, 805S4080367 | | | Sample Module 9700 BASE AND TOP | | \$562.70 |
| 1 | DCH | 279003232 | | | 7900 HT Sequence Detection System | | \$8,590.83 |
| 1 | DCH | 279003253 | | | 7900 HT Sequence Detection System | | \$8,590.83 |
| 1 | DCH | 299025103 | | | Verti Thermal Cycler | | \$714.20 |
| 1 | DCH | 19244-028 | | | 3130-16 Genetic Analyzer | | \$20,556.67 |
| 1 | DCH | 278881439 | | | Fast Well VIIa 7 384-Well Block instrument, desktop, interchangeable, fast-enabled | | \$6,696.52 |
| Initial | DCH | | 4406016 | | Genetic Analyzer 3500xl | | \$181,566.00 |
| Initial | DCH | | 4479707 | | Genetic Analyzer 3500 | | \$109,989.00 |
| Initial | DCH | | 4479707 | | Genetic Analyzer 3500 | | \$20,196.00 |

| | | | | | | | | |
|---------|-----|--|---------|--|---|--|---|--|
| Initial | DCH | | 4479711 | | GeneMapper IDx full licenses | | \$ 10,098.00 | |
| Initial | DCH | | | | Optional Renewal: Year 1 maintenance | | \$ 8,009.16 (for 3500) \$ 12,664.80 (for 3500XL) | |
| Initial | DCH | | | | Optional Renewal: Year 2 maintenance | | \$ 8,249.43 (for 3500) \$ 13,044.74 (for 3500XL) | |
| Initial | DCH | | | | Optional Renewal: Year 3 maintenance | | \$ 8,496.91 (for 3500) \$ 13,436.08 (for 3500XL) | |
| Initial | DCH | | | | Optional Renewal: Year 4 maintenance | | \$ 8,751.82 (for 3500) \$ 13,839.17 (for 3500XL) | |
| Initial | DCH | | | | Optional Renewal: Year 5 maintenance | | \$ 9,014.38 (for 3500) \$ 14,254.34 (for 3500XL) | |
| Initial | DCH | | | | Optional Renewal: Year 6 maintenance | | \$ 9,284.81 (for 3500) \$ 14,681.97 (for 3500XL) | |
| Initial | DCH | | | | Optional Renewal: Year 7 maintenance | | \$ 9,563.35 (for 3500) \$ 15,122.43 (for 3500XL) | |
| Initial | DCH | | 4333464 | | 3130 4 Capillary Array | | \$ 764.50 | |
| Initial | DCH | | 4315931 | | 3130xl 16 Capillary Array | | \$ 954.54 | |
| Initial | DCH | | 4316813 | | 96-well optical plates | | \$ 1,903.47 | |
| Initial | DCH | | 4404683 | | 3500 8 Capillary Array | | \$ 1,224.38 | |
| Initial | DCH | | 4404687 | | 3500xl 24 Capillary Array | | \$ 1,599.86 | |
| Initial | DCH | | 4363752 | | Pop 4 Polymer 3130 and 3130xl | | \$ 164.84 | |
| Initial | DCH | | 4393715 | | Pop 4 Polymer 384 sample pouch size for the 3500 and 3500xl | | \$ 171.07 | |

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 5
 to
 CONTRACT NO. 071B3200108
 between
 THE STATE OF MICHIGAN
 and

| NAME & ADDRESS OF CONTRACTOR | PRIMARY CONTACT | EMAIL |
|---|-----------------|--|
| Life Technologies Corporation 5791 Van Allen Way Carlsbad CA, 92008 | Elise Korican | elise.korican@thermofisher.com |
| | PHONE | CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY) |
| | 760-918-3027 | *****3077 |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|------------------------|--------|-------------------|----------------|-------------------------|
| PROGRAM MANAGER / CCI | MSP | Jeff Nye | 517-322-6135 | nyejv@michigan.gov |
| CONTRACT ADMINISTRATOR | DCH | Kevin Dunn | (517) 335-5096 | Dunnk3@michigan.gov |
| CONTRACT ADMINISTRATOR | DEQ | Carla Wintz | (517) 284-5005 | wintz@michigan.gov |
| CONTRACT ADMINISTRATOR | DTMB | Melissa Sambiagio | (517) 284-7016 | sambiagiom@michigan.gov |

| CONTRACT SUMMARY | | | |
|---|-------------------------|---------------------------|---|
| DESCRIPTION: Life Technologies Equip/Consumables/Maint. | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
| July 1, 2013 | June 30, 2016 | 7 - 1 Year | June 30, 2016 |
| PAYMENT TERMS | | DELIVERY TIMEFRAME | |
| 30 Days | | 60 Days ARO | |
| ALTERNATE PAYMENT OPTIONS | | | EXTENDED PURCHASING |
| <input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS | | | |
| | | | |

| DESCRIPTION OF CHANGE NOTICE | | | | |
|------------------------------|------------------|--------------------------|------------------------------------|-------------------|
| EXERCISE OPTION? | LENGTH OF OPTION | EXERCISE EXTENSION? | LENGTH OF EXTENSION | REVISED EXP. DATE |
| <input type="checkbox"/> | | <input type="checkbox"/> | | |
| CURRENT VALUE | | VALUE OF CHANGE NOTICE | ESTIMATED AGGREGATE CONTRACT VALUE | |
| \$4,490,313.54 | | \$ 0.00 | \$4,490,313.54 | |

DESCRIPTION: Effective February 4, 2016, the following items are added to this contract, item number; 1). N8050001 9700 96-WELL Silver Block Thermal Cycler, \$8,895.00, 2) 4375786 Veriti 96-well Thermal Cycler, \$5,995.00, 3) 4484075 ProFlex 96-well PCR System, \$7,995.00. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

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

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B3200108
 between
THE STATE OF MICHIGAN
 and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|-----------------|--------------------------|
| Life Technologies Corporation 5791 Van Allen Way Carlsbad, CA 92008 | Jana R. Kissel | jana.kissel@lifetech.com |
| | TELEPHONE | CONTRACTOR #, MAIL CODE |
| | 761-603-3319 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|-------------------------------|--------|-------------------|--------------|-------------------------|
| CONTRACT COMPLIANCE INSPECTOR | MSP | Jeff Nye | 517-322-6135 | nyej@michigan.gov |
| CONTRACT COMPLIANCE INSPECTOR | DCH | Kevin Dunn | 517-335-5096 | dunnk3@michigan.gov |
| CONTRACT COMPLIANCE INSPECTOR | DEQ | Carla Wintz | 517-284-5005 | wintzc@michigan.gov |
| BUYER | DTMB | Melissa Sambiagio | 517-284-7016 | sambiagiom@michigan.gov |

| CONTRACT SUMMARY: | | | |
|--|---|--------------------------------|---|
| DESCRIPTION: Life Technologies Equipment, Consumables, Service/Maintenance Agreements and Repair | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
| 7/1/2013 | 6/30/2016 | 7 – one year | 6/30/2016 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| 30 Days | FOB Destination within Government Premises | Delivered 60 days ARO | Foster City, CA |
| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS |
| <input checked="" type="checkbox"/> P-card | <input checked="" type="checkbox"/> Direct Voucher (DV) | <input type="checkbox"/> Other | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS: | | | |
| N/A | | | |

| DESCRIPTION OF CHANGE NOTICE: | | | | |
|---|----------------------------------|---|----------------------------|------------------------------|
| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/> | <input type="checkbox"/> | | 6/30/2016 |
| VALUE/COST OF CHANGE NOTICE: | | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: | | |
| \$378,552.00 | | \$4,490,313.54 | | |

Effective March 10, 2015, the attached items are ADDED to this contract for the Department of Environmental Quality. Please note, the buyer has been changed to Melissa Sambiagio. All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on March 10, 2015.

Contract No. 071B3200108
Life Technologies - Change Notice 4
Effective March 10, 2015

| Item No. | Description | Price |
|------------------|--|--------------|
| 4381793 | QST, STEPONEPLUS 96 WELL TOWER | \$ 17,995.00 |
| 4311971 | FG, OPTICAL ADHISIVE COVERS | \$ 142.35 |
| 4346906 | FG, MICROPLATE, LHS 96 WELL | \$ 54.76 |
| 4351979 | FAST 96 WELL RNASE P VERIF | \$ - |
| 1358293 | FAST RCTN TUBES (8 TUBES/STRIP) MicroAmp Fast Reaction Tube with Cap, 0.1 mL. 1000 tubes | \$ 69.60 |
| TRN00075 | Real-Time PCR on-Site Software Training for 1/2 day | \$ - |
| XGEXSCSTEPONEP4Y | RAPID EXCHANGE, STEPONE PLUS, 4Y | \$ 3,664.42 |
| Q32856 | QUBIT ASSAY TUBES SET OF 500 | \$ 63.22 |
| Q32850 | QUBIT DSDNA BR ASSAY KIT, 100 | \$ 71.10 |
| 4398021 | TF, 2X200 RXN TAQMAN EMM 2.0 TaqMan® Environmental Master Mix 2.0 Real-time PCR Master Mix for inhibited samples. This kit contains sufficient reagents to perform 400 reactions | \$ 813.60 |
| Q33216 | QUBIT 3.0 FLUOROMETER | \$ 1,831.50 |

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

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B3200108
 between
THE STATE OF MICHIGAN
 and

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|-----------------|--------------------------|
| Life Technologies Corporation 5791 Van Allen Way Carlsbad, CA 92008 | Jana R. Kissel | jana.kissel@lifetech.com |
| | TELEPHONE | CONTRACTOR #, MAIL CODE |
| | 761-603-3319 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|-------------------------------|--------|---------------------|--------------|--------------------------|
| CONTRACT COMPLIANCE INSPECTOR | MSP | Jeff Nye | 517-322-6135 | nyej@michigan.gov |
| CONTRACT COMPLIANCE INSPECTOR | DCH | Kevin Dunn | 517-335-5096 | dunnk3@michigan.gov |
| CONTRACT COMPLIANCE INSPECTOR | DEQ | Carla Wintz | 517-284-5005 | wintzc@michigan.gov |
| BUYER | DTMB | Melissa Sambigiagio | 517-284-7016 | sambigiagio@michigan.gov |

| CONTRACT SUMMARY: | | | |
|---|--|---------------------------|---|
| DESCRIPTION: Life Technologies Equipment, Consumables, Service/Maintenance Agreements and Repair | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
| 7/1/2013 | 6/30/2016 | 7 – one year | 6/30/2016 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| 30 Days | FOB Destination within Government Premises | Delivered 60 days ARO | Foster City, CA |
| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS |
| <input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS: | | | |
| N/A | | | |

| DESCRIPTION OF CHANGE NOTICE: | | | | |
|---|----------------------------------|---|----------------------------|------------------------------|
| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/> | <input type="checkbox"/> | | 6/30/2016 |
| VALUE/COST OF CHANGE NOTICE: | | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: | | |
| \$378,552.00 | | \$4,390,313.54 | | |

Effective March 10, 2015, the Department of Environmental Quality has been added to this contract and \$378,552.00 has been added to accommodate the program's need. Please note, the buyer has been changed to Melissa Sambigiagio. All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on March 10, 2015.

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

January 14, 2014

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B3200108
 between
THE STATE OF MICHIGAN
 and

FAX: 760-929-2400

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|-----------------|--|
| Life Technologies Corporation 5791 Van Allen Way Carlsbad, CA 92008 | Jana R. Kissel | jana.kissel@lifetech.com |
| | TELEPHONE | CONTRACTOR #, MAIL CODE |
| | (760) 603-3319 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|-------------------------------|--------|--------------------|--------------|--|
| CONTRACT COMPLIANCE INSPECTOR | MSP | Jeff Nye | 517-322-6135 | nyejv@michigan.gov |
| CONTRACT COMPLIANCE INSPECTOR | DCH | Greg Rivet | 517-335-5096 | rivetg@michigan.gov |
| BUYER | DTMB | Paula Hurst Thomas | 517-373-9776 | hurstp2@michigan.gov |

| CONTRACT SUMMARY: | | | | |
|---|----------------------------------|---|---|------------------------------|
| DESCRIPTION: Life Technologies Equipment, Consumables, Service/Maintenance Agreements and Repair | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW | |
| July 1, 2013 | June 30, 2016 | 7, 1 Year Options | June 30, 2016 | |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM | |
| Net 30 Days | Destination | 60 Days ARO | Foster City, CA | |
| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS | |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| MINIMUM DELIVERY REQUIREMENTS: | | | | |
| N/A | | | | |
| DESCRIPTION OF CHANGE NOTICE: | | | | |
| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/> | <input type="checkbox"/> | | June 30, 2016 |
| VALUE/COST OF CHANGE NOTICE: | | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: | | |
| \$173,000.00 | | \$4,111,761.54 | | |
| Effective January 14, 2014, the attached items are ADDED to this Contract for the Department of Community Health (DCH) and the Contract value is INCREASED by \$173,000.00. The new Contract value is \$4,111,761.54. All other terms, conditions, specifications, and pricing remain the same. Per agency request, quote from vendor dated October 21, 2013, approval by the State Administrative Board dated January 14, 2014, and DTMB Procurement approval. | | | | |



Quotation : S262561
October 21, 2013

Invitrogen and Applied Biosystems
are now by Life Technologies

Life Technologies Corporation
1175 Staley Road
Grand Island, New York 14072 USA
Fax No.: 1-800-331-2286 USA
Phone Order: 1-800-955-6288 USA
www.lifetechnologies.com

To ensure you receive your quoted pricing, please clearly reference
your quotation number on your Purchase Order.

To place your Life Technologies order: Fax # 650-638-5875, Attn: Instruments
Pricing Admin OR email to: NAInstrumentOrders@lifetech.com

Please contact your sales representative, or email us at dealdesk@lifetech.com
to learn about how our LTSF program can meet your Instrument financing needs.

MICHIGAN DEPT OF COMMUNITY HEALTH
Microbiology Section Manager
3350 N MARTIN LUTHER KING JR BLVD
James T. Rudrik, Ph.D.
LANSING MI 48909
USA

Valid From : 10/07/2013
Valid To : 10/31/2013
Freight Terms : FOB FACTORY - FRT QUOTED

We are pleased to quote on your requirement as follows:

| Item No. | SKU | Description | Min Qty | Net Price | Extended Price |
|----------|---------|----------------------------|---------|--------------|----------------|
| 2 | 4405633 | AB 3500XL GENETIC ANALYZER | 1 | \$168,000.00 | \$168,000.00 |

** North America ***
Life Technologies 3500xL Genetic Analyzer (4405633)

A Complete system that includes each of the following components:
1) A capillary electrophoresis (24-cap) instrument includes Dell Workstation and Monitor
2) 3500 Data Collection Software- An Integrated software for instrument control, data collection, quality control and autoanalysis of sample files for basecalling and fragment sizing
3) DNA Sequencing and Fragment Analysis reagents and consumables for system qualification

LIMITED WARRANTY:
One-year parts, labor and travel
Reference E328890 for uL and cUL Approval

A qualified Technical Applications Specialist will perform an initial on-site training, for up to 2 people.
The training session is valid only during the initial warranty period of the instrument.

** Australia and Hong Kong****
Life Technologies 3500xL Genetic Analyzer (4405633)

A Complete system that includes each of the following components:
1) A capillary electrophoresis (24-cap) instrument includes Dell Workstation and Monitor
2) 3500 Data Collection Software- An Integrated software for instrument control, data collection, quality control and autoanalysis of sample files for basecalling and fragment sizing
3) DNA Sequencing and Fragment Analysis reagents and consumables for system qualification

LIMITED WARRANTY:
One-year parts, labor and travel
Reference E328890 for uL and cUL Approval

A qualified Technical Applications Specialist will perform an initial on-site training, for up to 2 people.
The training session is valid only during the initial warranty period of the instrument.

** Singapore ****
Life Technologies 3500xL Genetic Analyzer (4405633)

A Complete system that includes each of the following components:
1) A capillary electrophoresis (24-cap) instrument includes Dell Workstation and Monitor
2) 3500 Data Collection Software- An Integrated software for instrument control, data collection, quality

Quotation : S262561
 October 21, 2013

| Item No. | SKU | Description | Min Qty | Net Price | Extended Price |
|----------|---------|--|---------|------------|----------------|
| | | control and autoanalysis of sample files for basecalling and fragment sizing 3) DNA Sequencing and Fragment Analysis reagents and consumables for system qualification LIMITED WARRANTY: One-year parts, labor and travel Reference E328890 for uL and cUL Approval A qualified Technical Applications Specialist will perform an Initial on-site training, for up to 2 people. The training session is valid onl during the Initial warranty period of the instrument. ** Europe **** A Complete system that includes each of the following components: 1) A capillary electrophoresis (24-cap) instrument including Dell Workstation and Monitor 2) 3500 Data Collection Software- An Integrated software for Instrument control, data collection, quality control and autoanalysis of sample files for basecalling and fragment sizing 3) Reagents and Consumables for System Qualification Installation by a Life Technologies Certified Field Service Engineer who will also perform operator training LIMITED WARRANTY: One-year parts, labor and travel Reference E328890 for uL and cUL Approval | | | |
| 3 | 4406933 | 3500XL SEQ AND FRAG INSTALL | 1 | \$0.00 | \$0.00 |
| | | This installation kit is for the 3500 series instrument and consists of basic reagents/accessories to enable initial service installation. | | | |
| 4 | 4387647 | SW,SEQA, VR & GM (W/ROYALTY) | 1 | \$5,000.00 | \$5,000.00 |
| | | Includes 1 full Install license for Sequencing Analysis v5.4, Variant Reporter v1.1 and GeneMapper v4.1, and documentation. For installation on 310 or 3500 series instrument systems only. | | | |

Estimated Shipping & Handling : \$0.00

Total : \$173,000.00

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

September 30, 2013

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B3200108
 between
THE STATE OF MICHIGAN
 and

FAX: 760-929-2400

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|-----------------|--|
| Life Technologies Corporation 5791 Van Allen Way Carlsbad, CA 92008 | Jana R. Kissel | jana.kissel@lifetech.com |
| | TELEPHONE | CONTRACTOR #, MAIL CODE |
| | (760) 603-3319 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|-------------------------------|--------|--------------------|--------------|--|
| CONTRACT COMPLIANCE INSPECTOR | MSP | Jeff Nye | 517-322-6135 | nyejv@michigan.gov |
| CONTRACT COMPLIANCE INSPECTOR | DCH | Greg Rivet | 517-335-5096 | rivetg@michigan.gov |
| BUYER | DTMB | Paula Hurst Thomas | 517-373-9776 | hurstp2@michigan.gov |

| CONTRACT SUMMARY: | | | | |
|--|--|---|--|--|
| DESCRIPTION: Life Technologies Equipment, Consumables, Service/Maintenance Agreements and Repair | | | | |
| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW | |
| July 1, 2013 | June 30, 2016 | 7, 1 Year Options | June 30, 2016 | |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM | |
| Net 30 Days | Destination | 60 Days ARO | Foster City, CA | |
| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS | |
| <input type="checkbox"/> P-card | <input type="checkbox"/> Direct Voucher (DV) | <input type="checkbox"/> Other | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS: | | | | |
| N/A | | | | |
| DESCRIPTION OF CHANGE NOTICE: | | | | |
| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/> | <input type="checkbox"/> | | June 30, 2016 |
| VALUE/COST OF CHANGE NOTICE: | | ESTIMATED REVISED AGGREGATE CONTRACT VALUE: | | |
| \$151,923.41 | | \$3,938,761.54 | | |
| Effective September 30, 2013, the attached items are ADDED to this Contract and the Contract value is INCREASED by \$151,923.41. The new Contract value is \$3,938,761.54. All other terms, conditions, specifications, and pricing remain the same. Per agency request, quote from vendor dated September 13, 2013, approval by the State Administrative Board dated September 30, 2013, and DTMB Procurement approval. | | | | |

**MSP Equipment
Attachment A, Pricing – Additional Items**

| Equipment Description | Serial Number | Coverage Cost 8/1/2013 – 7/31/2014 |
|------------------------------|----------------------|---|
| 7500 Real Time PCR System | 275002056 | \$4,814.91 |
| 7500 Real Time PCR System | 275004406 | \$4,814.91 |
| 7500 Real Time PCR System | 275004075 | \$4,814.91 |
| 3130-4 Genetic Analyzer | 1585-008 | \$7,957.02 |
| 3130-4 Genetic Analyzer | 19344-038 | \$7,957.02 |
| 3130-4 Genetic Analyzer | 18317-014 | \$7,957.02 |
| 3130-16 Genetic Analyzer | 1477-026 | \$12,874.24 |
| 7500 Real Time PCR System | 275004398 | \$4,814.91 |
| 7500 Real Time PCR System | 275004399 | \$4,814.91 |
| 3130-4 Genetic Analyzer | 16301-032 | \$7,957.02 |
| 3130-4 Genetic Analyzer | 19344-031 | \$7,957.02 |
| 3130-16 Genetic Analyzer | 1208-017 | \$12,874.24 |
| 3130-16 Genetic Analyzer | 1351-039 | \$12,874.24 |
| BSD600 Duet | 7056 | \$7,970.08 |
| BSD600 Duet | D0011 | \$7,970.08 |
| 7500 Real Time PCR System | 275004322 | \$4,814.91 |
| 7500 Real Time PCR System | 275004341 | \$4,814.91 |
| 3130-4 Genetic Analyzer | 16301-028 | \$7,957.02 |
| 3130-4 Genetic Analyzer | 20351-032 | \$7,957.02 |
| 3130-4 Genetic Analyzer | 18317-022 | \$7,957.02 |
| | Total: | \$151,923.41 |

***Price includes a volume discount of 15% due to prior 12 month spending level with Life Technologies Division.**

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

September 13, 2013

CHANGE NOTICE NO. 1

to

CONTRACT NO. 071B3200108

between

THE STATE OF MICHIGAN

and

FAX: 760-929-2400

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|-----------------|--|
| Life Technologies Corporation 5791 Van Allen Way Carlsbad, CA 92008 | Jana R. Kissel | jana.kissel@lifetech.com |
| | TELEPHONE | CONTRACTOR #, MAIL CODE |
| | (760) 603-3319 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|-------------------------------|--------|--------------------|--------------|--|
| CONTRACT COMPLIANCE INSPECTOR | MSP | Jeff Nye | 517-322-6135 | nyejv@michigan.gov |
| CONTRACT COMPLIANCE INSPECTOR | DCH | Greg Rivet | 517-335-5096 | rivetg@michigan.gov |
| BUYER | DTMB | Paula Hurst Thomas | 517-373-9776 | hurstp2@michigan.gov |

CONTRACT SUMMARY:

DESCRIPTION: Life Technologies Equipment, Consumables, Service/Maintenance Agreements and Repair

| INITIAL EFFECTIVE DATE | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW |
|------------------------|-------------------------|---------------------------|--|
| July 1, 2013 | June 30, 2016 | 7, 1 Year Options | June 30, 2016 |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| Net 30 Days | Destination | 60 Days ARO | Foster City, CA |

ALTERNATE PAYMENT OPTIONS:

P-card Direct Voucher (DV) Other AVAILABLE TO MiDEAL PARTICIPANTS
 Yes No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

| EXTEND CONTRACT EXPIRATION DATE | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
|---|----------------------------------|--|----------------------------|------------------------------|
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/> | <input type="checkbox"/> | | June 30, 2016 |

VALUE/COST OF CHANGE NOTICE:

ESTIMATED REVISED AGGREGATE CONTRACT VALUE:

\$372,029.41

\$3,786,838.13

Effective September 13, 2013, the attached items are ADDED to this Contract and the Contract value is INCREASED by \$372,029.41. The new Contract value is \$3,786,838.13. All other terms, conditions, specifications, and pricing remain the same. Per agency request, quote from vendor dated July 24, 2013, approval by the State Administrative Board dated September 13, 2013, and DTMB Procurement approval.

DCH Equipment
Attachment A, Pricing – Additional Items
Applied/Aplera Brand Equipment

| Equipment Description | Serial Number | Coverage Cost 10/1/13 – 9/30/14 | Coverage Cost 10/1/14 – 9/30/15 | Coverage Cost 10/1/15 – 9/30/16 |
|--|--------------------------|---|--|--|
| Gene amp PCR System 2700, 96-well Thermocyclers | 270S3052116 | \$344.66 | \$355.00 | \$365.65 |
| Gene amp PCR System 2700, 96-well Thermocyclers | 270S3120119 | \$344.66 | \$355.00 | \$365.65 |
| Gene amp PCR System 2700, 96-well Thermocyclers | 270S3120127 | \$344.66 | \$355.00 | \$365.65 |
| Gene amp PCR System 2700, 96-well Thermocyclers | 270S3120126 | \$344.66 | \$355.00 | \$365.65 |
| Gene amp PCR System 9700, BASE ONLY | 805S6031715 | \$272.03 | \$280.19 | \$288.60 |
| Genetic Analyzer 3130-16 | 1588-011 | \$12,874.24 | \$13,260.47 | \$13,658.28 |
| 7000 Sequence Detection System | 170000100 | \$5,653.25 | \$5,822.85 | \$5,997.53 |
| 7500 DX | 275001210 | \$8,463.96 | \$8,717.88 | \$8,979.42 |
| 7500 Fast Real Time PCR System | 275010786 | \$7,758.63 (coverage 11/1/2013-9/30/2014) | \$8,717.85 | \$8,979.39 |
| 7500 Fast Real Time PCR System (MDA) | 275012619 | \$4,724.31 (coverage 10/8/2013-9/30/2014) | \$5,542.84 | \$5,709.13 |
| 7500 Fast DX | 275030476 | \$4,041.61 (covered by CDC until 7/26/2014) | \$8,717.85 | \$8,979.39 |
| 7500 Fast DX | 275011834 | \$8,463.96 | \$8,717.88 | \$8,979.42 |
| 7500 Fast DX | 275011839 | \$8,463.96 | \$8,717.88 | \$8,979.42 |
| Sample Module 9700, 96 well Thermocyclers BASE AND TOP | 096S3081201, 805S3071639 | \$530.40 | \$546.31 | \$562.70 |
| Sample Module 9700 BASE AND TOP | 096S3112801, 805S3112762 | \$530.40 | \$546.31 | \$562.70 |
| Sample Module 9700 BASE AND TOP | 096S4080423, 805S4080370 | \$530.40 | \$546.31 | \$562.70 |
| Sample Module 9700 BASE AND TOP | 096S4080429, 805S4080367 | \$530.40 | \$546.31 | \$562.70 |
| 7900 HT Sequence Detection System | 279003232 | \$8,097.68 | \$8,340.61 | \$8,590.83 |
| 7900 HT Sequence Detection System | 279003253 | \$8,097.68 | \$8,340.61 | \$8,590.83 |
| Verti Thermal Cycler | 299025103 | \$673.20 | \$693.40 | \$714.20 |
| 3130-16 Genetic Analyzer | 19244-028 | \$19,376.63 | \$19,957.93 | \$20,556.67 |
| Fast Well VIIa 7 384-Well Block instrument, desktop, interchangeable, fast-enabled | 278881439 | \$6,261.26 (coverage 10/4/2013– 9/30/2014) | \$6,501.48 | \$6,696.52 |
| 7500 FAST DX | 275030193 | Covered by BioWatch Program until 3/15/2015 | \$6,000.00 (coverage 3/16/2015-9/30/2015) | \$8,979.39 |
| 7500 FAST DX | 275030194 | Covered by BioWatch Program until 3/15/2015 | \$6,000.00 (coverage 3/16/2015-9/30/2015) | \$8,979.39 |
| Total | | \$106,722.64 | \$127,934.96 | \$137,371.81 |

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

**NOTICE
 OF
 CONTRACT NO. 071B3200108**
 between
THE STATE OF MICHIGAN
 and

FAX: 760-929-2400

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|-----------------------------|--|
| Life Technologies Corporation 5791 Van Allen Way Carlsbad, CA 92008 | Jana R. Kissel | jana.kissel@lifetech.com |
| | TELEPHONE (760) 603-3319 | CONTRACTOR #, MAIL CODE |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|--------------------------------|--------|--------------------|----------------|--|
| CONTRACT COMPLIANCE INSPECTOR: | MSP | Jeff Nye | (517) 322-6135 | nyejv@michigan.gov |
| BUYER: | DTMB | Paula Hurst Thomas | (517) 373-9776 | hurstp2@michigan.gov |

| CONTRACT SUMMARY: | | | |
|---|----------------|-------------------------|---|
| DESCRIPTION: | | | |
| Life Technologies Equipment, Consumables, Service/Maintenance Agreements and Repair | | | |
| INITIAL TERM | EFFECTIVE DATE | INITIAL EXPIRATION DATE | AVAILABLE OPTIONS |
| 3 Yrs. | July 1, 2013 | June 30, 2016 | 7, 1 Yr. Options |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| Net 30 Days | Destination | 60 Days ARO | Foster City, CA |
| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MIDEAL PARTICIPANTS |
| <input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| MINIMUM DELIVERY REQUIREMENTS: | | | |
| None | | | |
| MISCELLANEOUS INFORMATION: | | | |
| N/A | | | |
| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: | | | \$3,414,808.72 |

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #07113200048. Orders for delivery will be issued directly by the State of Michigan through the issuance of a Purchase Order Form.

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

CONTRACT NO. 071B3200108
 between
THE STATE OF MICHIGAN
 and

FAX: 760-929-2400

| NAME & ADDRESS OF CONTRACTOR: | PRIMARY CONTACT | EMAIL |
|---|-----------------|--|
| Life Technologies Corporation 5791 Van Allen Way Carlsbad, CA 92008 | Jana R. Kissel | jana.kissel@lifetech.com |
| | TELEPHONE | CONTRACTOR #, MAIL CODE |
| | (760) 603-3319 | |

| STATE CONTACTS | AGENCY | NAME | PHONE | EMAIL |
|--------------------------------|--------|--------------------|----------------|--|
| CONTRACT COMPLIANCE INSPECTOR: | MSP | Jeff Nye | (517) 322-6135 | nyejv@michigan.gov |
| BUYER: | DTMB | Paula Hurst Thomas | (517) 373-9776 | hurstp2@michigan.gov |

| CONTRACT SUMMARY: | | | |
|---|----------------|-------------------------|---|
| DESCRIPTION: | | | |
| Life Technologies Equipment, Consumables, Service/Maintenance Agreements and Repair | | | |
| INITIAL TERM | EFFECTIVE DATE | INITIAL EXPIRATION DATE | AVAILABLE OPTIONS |
| 3 Yrs. | July 1, 2013 | June 30, 2016 | 7, 1 Yr. Options |
| PAYMENT TERMS | F.O.B | SHIPPED | SHIPPED FROM |
| Net 30 Days | Destination | 60 Days ARO | Foster City, CA |
| ALTERNATE PAYMENT OPTIONS: | | | AVAILABLE TO MiDEAL PARTICIPANTS |
| <input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other | | | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| MINIMUM DELIVERY REQUIREMENTS: | | | |
| None | | | |
| MISCELLANEOUS INFORMATION: | | | |
| N/A | | | |
| ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: | | | \$3,414,808.72 |

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #071I3200048. Orders for delivery will be issued directly by the State of Michigan through the issuance of a Purchase Order Form.

Notice of Contract #: 071B3200108

FOR THE CONTRACTOR:

Life Technologies Corporation

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jeff Brownlee, Chief Procurement Officer

Name/Title

DTMB Procurement

Enter Name of Agency

Date



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Definitions

This section provides definitions for terms used throughout this document.

Business Day - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

Buyer – the DTMB-Procurement employee identified on the cover page of this ITB.

Chronic Failure - as defined in applicable Service Level Agreements.

Contract – based on this ITB, an agreement that has been approved and executed by the awarded Bidder, the DTMB-Procurement Director, and the State Administrative Board.

Contractor – the awarded Bidder after the Effective Date.

Days - Business Days unless otherwise specified.

Deliverable(s) - physical goods or commodities as required or identified in a Statement of Work.

Eastern Time – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

Effective Date - the date that a binding contract is executed by the final party.

Final Acceptance - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

Key Personnel - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contractor Key Personnel, subject to the restrictions of Section 2.4.2.

Post-Industrial Waste - industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Purchase Order - a written document issued by the State that requests full or partial performance of the Contract.

State - the State of Michigan.

State Location - any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

Stop Work Order - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.

Subcontractor - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.

Unauthorized Removal - the Contractor's removal of Key Personnel without the prior written consent of the State.



1.1 Project Identification

1.1.1 Project Request

This Contract is for the purchase of Life Technologies equipment, consumables, and service/maintenance agreements and repair.

Initially this Contract will serve the Michigan State Police (MSP). The State reserves the right to consolidate other State of Michigan purchases for Life Technologies equipment, consumables, maintenance or repair under this Contract.

The State reserves the right to modify Contract items to meet the State of Michigan's needs as well as MiDEAL, other states or their political subdivisions.

1.1.2 Background

The only genetic analyzers available to the forensic community are capillary instruments manufactured by Life Technologies. These are the only instruments available and approved by the FBI for forensic DNA use.

1.2 Scope of Work and Deliverable(s)

1.2.1 In Scope

This Contract is to supply the State of Michigan's needs for the purchase of consumables, capillary electrophoresis genetic analyzer instrumentation, and service/maintenance agreements. MSP's Forensic Science Division anticipates the purchase of capillary electrophoresis genetic analyzers for use in forensic DNA analysis. The instrumentation must meet all federal, judicial and state requirements for DNA analysis and the inclusion of developed data in the National DNA Index System (NDIS).

1.2.2 Deliverable(s)

Product substitution is not allowable unless written approval is received from the requesting agency, or through the issuance of a Contract Change Notice.

A. MSP's equipment, software, and consumable needs include, but are not limited to:

1. **Equipment and Software**

- a. Life Technologies 3500 and 3500xl capillary electrophoresis Genetic Analyzers. Equipment should be delivered with all product literature, manuals, and any other applicable documentation. The equipment must pass all internal validation studies. The Contractor must provide, without cost to the State of Michigan, on-site training on the use and routine maintenance of the instrumentation at the time of installation and for future upgrades that are significant in nature.
- b. GeneMapper ID-X is being sought as the sole software supported by the analytical platforms listed above. Genemapper ID-X is currently on software version 1.4. Contractor will provide software upgrades at no charge for anything within version 1.X; however, should the change or upgrade be for anything above version 1 (i.e., version 2, 3, etc), the State may be charged. For future software upgrades, there may be discounts and/or promotions available that bring the cost of the upgrade to \$0.00. As the Contractor does not know what the cost of future upgrades may be, once pricing is available from the Contractor, the State and the Contractor will negotiate any charges for software upgrades above version 1.X. Contractor is able to provide on-site software training, provided training is being conducted for the software change. Some software changes are bug fixes and minor adjustments and no training is required. Contractor will provide any and all documentation on software changes including user bulletins and manuals. Contractor will provide full service and support of all software provided it is used within the Contractor's supported guidelines.



2. Consumables

- a. MSP's consumables needs include, but are not limited to, those items listed in Attachment A.

3. Service Agreements

- a. All services must be rendered by a manufacturer authorized service provider.
- b. The Contractor must have access to manufacturer instrument parts and possess a thorough knowledge of the operation, maintenance, and repair of these instruments.
- c. The following instruments are covered under the service agreement: (TBD, as warranties expire)
- d. The equipment is located at the following locations:

Forensic Science Division
Lansing Laboratory
7320 N. Canal Road
Lansing, MI 48913

Michigan State Police
Forensic Science Division
Grand Rapids Laboratory
720 Fuller Ave. NE
Grand Rapids, MI 49503

Michigan State Police
Forensic Science Division
Northville Laboratory
42145 W. 7 Mile Road
Northville, MI 48167

- e. The Contractor is responsible to conduct all services on the instruments, per the manufacturer's instructions.

4. General Requirements

- a. The Contractor must provide a field service report for each site visit, whether warranty, preventative maintenance, or a repair visit. The Contractor must use original manufacturer replacement parts for all warranty, preventative maintenance, and repairs. If parts are replaced, documentation that parts replaced were original manufacturer replacement parts must be provided with each field service report.
- b. Any and all software upgrades and patches must be provided without cost to the State of Michigan. The Contractor must provide on-site training after each software change, enhancement, or upgrade upon request. The Contractor must provide and maintain software on the primary equipment set-up and on a backup computer provided by the State of Michigan.
- c. Any computer included in the instrumentation must be capable of functioning as a stand-alone computer (not networked). This computer must be capable of being interfaced with the Laboratory Information System (LIMS).
- d. The Contractor shall have a Michigan sales representative that will meet at State locations no less than once per year.
- e. The Contractor will complete service work on first site visit or will provide loaner instruments for the State to be able to continue to do testing.



1.2.3 Quantity

The State is not obligated to purchase in any specific quantity.

1.2.4 Ordering

The State will issue a Purchase Order, Blanket Purchase Order, Direct Bill Order (Direct Voucher) or Procurement Card Order to order any Deliverables under this Contract. Orders may be written or oral. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order or Blanket Purchase Order. The Contractor is not authorized to begin performance until receipt of a written or oral Purchase Order, Blanket Purchase Order, Direct Bill Order or Procurement Card Order.

1.2.5 Reserved

1.3 Management and Staffing

1.3.1 Reserved

1.3.2 Reports

The Contractor must provide a field service report for each site visit, whether warranty, preventative maintenance, or a repair visit. If parts are replaced, the Contractor shall attach documentation to the field service report demonstrating that all parts replaced are original manufacturer parts. A copy of each field service report will be provided to the Contract Compliance Inspector (CCI), in Section 2.3.2.

Upon request, the Contractor must provide summary reports of preventative maintenance and repairs, including but not limited to: usage of spare parts by equipment serial number, type of repair by equipment serial number, and warranty, preventative, and repair visits by equipment serial number.

The State reserves the right to request additional reports as it deems necessary.

1.3.3 Reserved

1.3.4 Meetings

The State may request meetings as it deems appropriate.

1.3.5 Place of Performance

The Contractor must list the location of all facilities that will be involved in performing the Contract, including the city and state of any call center associated with this Contract.

| Full address of place of performance | Owner/operator of facility to be used | Percent (%) of Contract value to be performed at listed location |
|--|---------------------------------------|--|
| Life Technologies Corporation, 850 Lincoln Centre Dr., Foster City, CA 94404 | Life Technologies Corporation | 100% |

1.3.6 Reserved

1.3.7 Reserved

1.3.8 Training

For Instrument Purchases: Each new instrument purchase comes with engineer install and a full day of applications training. If the State requests an additional single day demo class, the cost for the training is \$4,000 total. If the State requests an in-depth two day training class that includes running samples and evaluation of data, the cost for the training is \$4,000 per person. The Contractor can sometimes offer this paid training at no additional charge as part of instrument and software purchases and will work with the State to include them in any package.



For GMID-X Software: The Contractor offers two paid training classes for software. If the State requests a single-day demo class that covers basic software use and features, the cost for the training is \$4,000 total. If the State requests the advanced 3-day training class that includes hands on training with software as well as an in depth coverage of all software features including expert system, mixture tool, and admin features, the cost for the training is \$4,000 per person. The Contractor can sometimes offer this paid training at no additional charge as part of instrument and software purchases and will work with the State to include them in any package.

1.3.9 Security

Contractor employees entering the analytical areas of the laboratory will provide a DNA sample to be used for Quality Assurance purposes only.

1.4 Delivery and Acceptance

1.4.1 Time Frames

All Deliverable(s) must be delivered within 60 Days after receipt of order. If the Contractor is unable to meet the 60 day timeframe, the Contractor will notify the Contract Administrator within seven days after receipt or order and supply an anticipated delivery date. The receipt of order date is governed in the same manner as notices sent under Section 2.3.6, Notices.

1.4.2 Minimum Order

The State's requested minimum order is one.

1.4.3 Packaging

Deliveries will be made to different laboratory locations and not all of the locations have loading docks and will need to be lowered off a truck by the Contractor. Before the date of installation, the State shall clear the installation site of all unnecessary materials and, if possible, move the equipment to the installation site. Equipment shall not be uncrated. For the largest crate, building clearance must be 45" high and 31" wide. The largest crate weighs approximately 180 pounds.

Packaging and containers must meet the current requirements of state and federal law applicable to rail and motor carrier freight classifications, which will permit application of the lowest freight rate.

1.4.4 Palletizing

Contractor's standard is two-way palletizing. Should four-way palletizing be required, the State will arrange this in advance.

1.4.5 Delivery Term

Unless specified otherwise below, delivery is governed by Section 2.8.2, Delivery Responsibilities.

The Contractor must quote prices "F.O.B. Destination, within Government Premises" with transportation charges prepaid on all orders that meet the minimum order requirement specified in Section 1.4.2, Minimum Order.

Freight Charges -The Contractor must specify the carrier being used.

Shipment must be sent by a carrier approved by the receiving State agency.

If the Contractor fails to follow these shipping instructions, the State will pay the carrier used and deduct the difference from the Contractor's invoice for the amount that was charged and the amount that would have been charged if the required carrier had been used.

1.4.6 Acceptance Process

The acceptance process is defined in Section 2.8.4, Acceptance of Deliverable(s), unless otherwise defined in this section.



1.4.7 Criteria

The State will use the following criteria to determine acceptance of Deliverable(s):

a) Of Equipment

Equipment installation requires a manufacturer service engineer to align and calibrate a number of components to meet manufacturer specifications. If these specifications are not able to be met, the State of Michigan reserves the right to reject the delivery. If installation specifications are not met, the Contractor will be required to provide another instrument that meets installation specifications at no cost to the State of Michigan. Internal validation of the equipment will be completed by MSP personnel. Internal validation studies shall include precision, sensitivity, contamination assessment and concordance, at a minimum, and will follow the FBI's Quality Assurance Standards. If the equipment cannot pass the internal validation requirements (i.e. similar sensitivity to the 3130 platform Genetic Analyzers and +/- 0.5 basepair precision), as determined by the MSP DNA Technical Leader, the Contractor will be required to provide another instrument that can pass the internal validation at no additional cost to the State of Michigan.

b) Of Consumables

Products missing certificates or arriving out of temperature may be rejected. Contractor will be required to pay all return freight costs, no re-stocking fees shall apply, and the Contractor will ship replacement product at no additional cost to the State of Michigan. The FBI's Quality Assurance Standards for Forensic DNA Testing Laboratories requires all critical reagents to be quality checked prior to their use in casework. The State of Michigan reserves the right to refuse a shipment that does not meet quality check criteria. Each shipment of reagents must have an expiration date of four months or longer from date of receipt by the laboratory. If the expiration date on received products is less than four months, the shipment can be rejected in total or the Contractor will replace any unused product after the expiration date without charge. If the shipment is rejected, Contractor will pay for return shipping charges.

c) Service Agreement

Service of the instrumentation shall be provided by an authorized service engineer employed by the equipment manufacturer. Upon a request for service, the service engineer shall be on site the next business day or by a mutually agreed upon time. The service engineer shall complete the repair and/or calibration within two business days of the initiation of work, or by a mutually agreed upon time. The service shall not be considered complete until the instrumentation meets or exceeds the manufacturer specifications and it operates to the same specifications as it had prior to the service request. The service engineer may be required to submit to a background check and collection of a DNA sample as indicated in the MSP Forensic Science Division Laboratory Operations Manual.

1.5 Proposal Pricing

1.5.1 Pricing

Pricing details are listed **Attachment A**.

1.5.2 Reserved

1.5.3 Price Term

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective. The criteria for a re-determination of pricing are under Section 2.3.5, Price Changes.

For the first year of the Contract, prices quoted are valid through December 31, 2013, with prospective re-determination beginning January 1, 2014. Thereafter, prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. DTMB-Procurement reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). DTMB-Procurement also reserves the right to consider other information related to special



economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. **The Contractor remains responsible for performing according to the contract terms at the contract price for all orders received before price revisions are approved or before the contract is cancelled.**

1.5.4 Tax Excluded from Price

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax. DTMB-Procurement will furnish exemption certificates for sales tax upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Contractor's prices must not include the Federal Excise Tax.

1.5.5 Invoices

The Contractor's invoice should include the following:

- (a) Date
- (b) PO #
- (c) Quantity
- (d) Deliverable
- (e) Unit Price
- (f) Shipping Cost (if any)
- (g) Total Price

1.6 Commodity Requirements

1.6.1 Customer Service

The Contractor is able to receive orders electronically (customerservices@lifetech.com), by phone (800-955-6288), fax (760-929-2400), or written order between 8:00 am and 8:00 pm, Monday through Friday, Pacific Standard Time. Technical support is not available after hours.

Gabriel Feltner is the Account Manager and may be reached at 1-800-955-6288.

Contractor is closed New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

The State of Michigan may return products that are damaged or defective on delivery, or correct shortages, by contacting Customer Service within five days from the date the product(s) is received. When contacting Customer Service, the Contractor will give instructions on returning products and on replacements. If the State does not contact the Contractor within five days from the date the product(s) is received, the products will be deemed accepted, but the customer will not lose any warranty rights. If non-faulty items are authorized for return, in order for the State to be eligible for product credit, the product must arrive at the Contractor's facilities in a condition satisfactory for resale. A restocking fee of 25% or \$25.00 (whichever is greater) shall be charged on returns that are not the result of Contractor error. Shipping charges will not be credited if non-faulty items are being returned. Goods may not be returned for credit for any reason after 20 days from the date the State receives the goods. Custom products made in accordance to the State's specifications can only be returned if the custom products do not conform to the given specifications. Contractor has sole discretion whether to replace the custom products or issue a refund equivalent to the price paid for the custom products.

1.6.2 Reserved



1.6.3 Quality Assurance Program

Contractor maintains ISO registrations at all of its manufacturing and distribution sites globally. Quality systems are established and maintained for product development, manufacturing process controls, handling of complaints and nonconforming material, internal audit, and management review programs.

1.6.4 Warranty – Customer Service and Submitting Claims

If a product or service does not meet the Contractor’s warranty, the State must notify the Contractor, by telephone or email, during the warranty period, and as soon as reasonably practicable after discovery. For warranty claims timely made, the Contractor will, at the option of the State, replace or repair the product, or provide the State with a credit for the price the State paid. The State will return the product, at the expense of the Contractor, in accordance with instructions received by Customer Service. For service claims timely made, the Contractor will, at the option of the State, re-perform the services or refund the State the price charged to the State for the Services. Replacement or re-performance of the services must be received or performed within 5 business days.

Customer Service for Warranty issues:
 1-800-955-6288
customerservices@lifetech.com

Contractor Customer Service will respond to a warranty notice within 48 hours from the State call or email submittal. The State will provide notice of request for replacement or credit at time of claim submittal.

1.6.5 Reserved

1.6.6 Reserved

1.6.7 Reserved

1.6.8 Recycled Content and Recyclability

(a) **Deliverable(s)**. Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials. The Contractor must indicate an estimate of the percentage of recycled materials, if any, contained in each Deliverable:

_____0___ % (total estimated percentage of recovered material)

_____0___ % (estimated percentage of post-consumer material)

_____0___ % (estimated percentage of post-industrial waste)

- (b) **Packaging**. The State prefers packaging materials that:
- (i) are made from recycled content that meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard);
 - (ii) minimize or eliminate the use of polystyrene and other difficult to recycle materials;
 - (iii) minimize or eliminate the use of packaging and containers or, in the alternative, minimize or eliminate the use of non-recyclable packaging and containers;
 - (iv) provide for a return program where packaging can be returned to a specific location for recycling; and
 - (v) contain materials that are easily recyclable in Michigan.

The Contractor is committed to developing products and packaging with minimal life cycle impact and refurbish and reduce or reuse products and packaging to create zero waste.

1.6.9 Materials Identification and Tracking

(a) **Hazardous Chemical Identification**. The Contractor must list any hazardous chemical, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number. Material Safety



Data Sheets must be submitted in accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001 *et seq.*, as amended. This list must be updated whenever any other chemical to be delivered is hazardous.

| Chemical (if none, enter 'None') | Identification Number |
|-------------------------------------|-----------------------|
| NONE | |

(b) **Mercury Content.** Under MCL 18.1261d, the Contractor must offer mercury-free products whenever possible. The Contractor must explain if it intends to provide products containing mercury and whether cost competitive alternatives exist. If cost competitive alternatives do not exist, the Contractor must disclose the amount or concentration of mercury and justification as to why this particular product is essential. All products containing mercury must be labeled as containing mercury. The State may, at its discretion, refuse to accept products containing mercury.

The Contractor's products do not contain any mercury derivatives.

(c) **Brominated Flame Retardants.** The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

The Contractor's products do not contain any brominated flame retardants.

(d) **Environmental Permits and Requirements.** The Contractor must disclose whether any of its facilities are in violation of any environmental laws. The Contractor must immediately notify DTMB-Procurement of the receipt of any EPA, State, or local agency communication indicating that any of the Contractor's facilities are in violation of applicable environmental laws.

The Contractor is not in violation of any environmental laws.

1.7 Reserved



Article 2 – Terms and Conditions

2.1 Contract Term

2.1.1 Contract Term

The Contract term begins approximately July 1, 2013, and expires June 30, 2016. All outstanding Purchase Orders will expire upon the termination of the Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Procurement. Absent an early termination, Purchase Orders issued, but not expired, by the end of the Contract's term will remain in effect until the next September 30.

2.1.2 Options to Renew

This Contract may be renewed for up to seven additional one year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of the Contract. The State reserves the right to exercise one or more options at a time.

2.2 Payments and Taxes

2.2.1 Fixed Prices for Deliverable(s)

Prices are fixed for all Deliverable(s) and for all of the associated payment milestones and amounts. –

2.2.2 Payment Deadlines

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 30 days after receipt.

2.2.3 Reserved

2.2.4 Reserved

2.2.5 Final Payment and Waivers

The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

2.2.6 Electronic Payment Requirement

As required by MCL 18.1283a, the Contractor must electronically register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer (EFT) payments.

2.2.7 Employment Taxes

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

2.2.8 Sales and Use Taxes

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.



2.3 Contract Administration

2.3.1 Issuing Office

This Contract is issued by DTMB-Procurement on behalf of MSP (State). **DTMB-Procurement is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within DTMB-Procurement for this Contract is:

Paula Hurst Thomas, Buyer
Procurement
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
hurstp2@michigan.gov
(517) 373-9776

2.3.2 Contract Compliance Inspector

The Contract Compliance Inspector, named below, will monitor and coordinate Contract activities on a day-to-day basis. However, monitoring of this Contract implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

Jeff Nye, Biology Program Coordinator
Michigan State Police
7320 North Canal
Lansing, MI 48913
nyejv@michigan.gov
Phone: 517-322-6135
FAX 517-636-0491

2.3.3 Reserved

2.3.4 Contract Changes

(a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

(b) The State or the Contractor may propose changes to the Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Procurement will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the Contract (Contract Change Notice).

(c) No proposed change may be performed until DTMB-Procurement issues a duly executed Contract Change Notice for the proposed change.

2.3.5 Price Changes

If allowed by Section 1.5.3, Price Term, the State and the Contractor will complete a pricing review (Review) every 365 days following the Effective Date, to allow for changes based on actual costs incurred. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).



(a) The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.

(f) Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

2.3.6 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan
DTMB-Procurement
Attention: Paula Hurst Thomas, Buyer
PO Box 30026
530 West Allegan
Lansing, MI 48909
hurstp2@michigan.gov
(517) 335-0046

If to Contractor:

Gabriel Feltner
850 Lincoln City Drive
Foster City
CA 94404
Gabriel.Feltner@lifetech.com

With a copy to:

Bids and Contracts Department
5791 Van Allen Way
Carlsbad
CA 92008
Bids.ContractServices@lifetech.com

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

2.3.7 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the Contract.



2.3.8 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under the Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party, which will not be unreasonably withheld. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.

(b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

2.3.9 Equipment

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

2.3.10 Reserved

2.4 Contract Management

2.4.1 Contractor Personnel Qualifications

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, or a State-approved Subcontractor, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

2.4.2 Reserved

2.4.3 Removal or Reassignment of Personnel at the State's Request

The State may require the Contractor to remove or reassign personnel if the State has legitimate, good-faith reasons articulated in a notice to the Contractor. Replacement personnel must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected.

2.4.4 Contractor Personnel Location

Subject to availability, the State may allow selected Contractor personnel to use State office space.

2.4.5 Contractor Identification

The Contractor's employees must be clearly identifiable while on State property and must clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.4.6 Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with the State and its agents and other contractors, including the State's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

2.4.7 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of the State. 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 the Contract.



2.4.8 Contractor Return of State Equipment/Resources

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

2.4.9 Background Checks

The State may investigate the Contractor's personnel before granting access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine eligibility for working within State facilities and systems. The investigations will include a Michigan State Police background check (ICHAT) and may include a Criminal Justice Information Services (CJIS) fingerprint check. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the CJIS fingerprint check.

2.4.10 Compliance With State Policies

All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources, available at <http://www.michigan.gov/pccpolicy>. Contractor personnel must agree to the State's security and acceptable use policies before the State grants access to its IT equipment and resources. The Contractor must provide these policies to prospective personnel before requesting access from the State. Contractor personnel must comply with all physical security procedures in State facilities.

2.5 Subcontracting by Contractor

2.5.1 Contractor Responsible

The Contractor is responsible for the completion of all Deliverable(s). The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any charges for Deliverable(s). The Contractor must make all payments to its Subcontractors or suppliers. Except as otherwise agreed in writing, the State is not obligated to make payments for the Deliverable(s) to any party other than the Contractor.

2.5.2 State Approval of Subcontractor

(a) The Contractor may not delegate any duties under this Contract to a Subcontractor unless DTMB-Procurement gives prior approval to the delegation. The State is entitled to receive copies of and review all subcontracts. The Contractor may delete or redact any proprietary information before providing it to the State.

(b) The State may require the Contractor to terminate and replace any Subcontractor the State reasonably finds unacceptable. The required replacement of a Subcontractor must be written and contain reasonable detail outlining the State's reasons. If the State exercises this right, and the Contractor cannot immediately replace the Subcontractor, the State will agree to an equitable adjustment in the schedule or other terms that may be affected by the State's required replacement. If this requirement results in a delay, the delay will not be counted against any applicable Service Level Agreement (SLA).

2.5.3 Subcontract Requirements

Except where specifically approved by the State, Contractor must include the obligations in Sections 2.24.2, Media Releases, 2.4, Contract Management, 2.11, Confidentiality, 2.12, Records and Inspections, 2.13, Warranties, 2.14, Insurance, and 2.23, Laws, in all of its agreements with Subcontractors.

2.5.4 Competitive Selection

Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.6 Reserved

2.7 Performance

2.7.1 Time of Performance

(a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.



(b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the State and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.7.2 Reserved

2.7.3 Reserved

2.7.4 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure 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, including disaster recovery plans.

2.8 Acceptance of Deliverable(s)

2.8.1 Quality Assurance

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

2.8.2 Delivery Responsibilities

Unless otherwise specified by the State in Section 1.4.5, Delivery Term, the following are applicable to all deliveries:

(a) The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.

(b) The Contractor must ship the Deliverable(s) "F.O.B. Destination, within Government Premises."



(c) The State will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

2.8.3 Process for Acceptance of Deliverable(s)

The State's review period for acceptance of the Deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify the State's review period, it is by default 30 Days for a Deliverable (State Review Period). The State will have five days upon delivery to ensure that the products are delivered in the ordered quantity and there no obvious defects (i.e., parts are not broken or otherwise obviously damaged). The State will notify the Contractor by the end of the State Review Period that either:

- (a) the Deliverable is accepted in the form delivered by the Contractor;
- (b) the Deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.

If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the Deliverable(s) with an explanation that demonstrates all corrections have been made to the original Deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected Deliverable.

2.8.4 Acceptance of Deliverable(s)

(a) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of the Deliverable(s). The State Review Period will begin on the first Business Day following the State's receipt of the Deliverable(s).

(b) The State may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.

(c) The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within a reasonable time at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of State approval.

(d) If, after three opportunities the Contractor is unable to correct all deficiencies, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(e) The State, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

2.8.5 Reserved

2.8.6 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State



delivers to the Contractor a notice of deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts must be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.8.7 Final Acceptance

Unless otherwise stated in the Statement of Work, "Final Acceptance" of a Deliverable occurs when that Deliverable has been accepted by the State following the applicable State Review Period.

2.9 Ownership

2.9.1 Reserved

2.9.2 Reserved

2.9.3 Rights in Data

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

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

2.9.4 Reserved

2.10 Reserved

2.11 Confidentiality

2.11.1 Confidential Information

As used in this Section, "Confidential Information" means all information of the parties, except information that is:

- (a) disclosable under the Michigan Freedom Of Information Act (FOIA);
- (b) now available or becomes available to the public without breach of this Contract;
- (c) released in writing by the disclosing party;
- (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information;
- (e) publicly disclosed pursuant to federal or state law; or
- (f) independently developed by the receiving party without reference to Confidential Information of the furnishing party.



2.11.2 Protection and Destruction of Confidential Information

(a) Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Neither the Contractor nor the State will: (i) make any use of the Confidential Information of the other except as contemplated by this Contract; (ii) acquire any interest or license in or assert any lien against the Confidential Information of the other; or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information.

(b) Each party will limit disclosure of the other party's Confidential Information to employees, agents, and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where: (i) use of a Subcontractor is authorized under this Contract; (ii) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility; and (iii) Contractor obligates the Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access to the State's Confidential Information may be required to execute a separate agreement to be bound by the confidentiality requirements of this Section.

(c) Upon termination of the Contract, Contractor must promptly return the State's Confidential Information or certify to the State that Contractor has destroyed all of the State's Confidential Information.

2.11.3 Exclusions

The provisions of Section 2.11, Confidentiality, will not apply where the receiving party is required by law to disclose the other party's Confidential Information, provided that the receiving party: (i) promptly provides the furnishing party with notice of the legal request; and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.11.4 No Obligation to Disclose

Nothing contained in Section 2.11, Confidentiality, will be construed as obligating a party to disclose any particular Confidential Information to the other party.

2.11.5 Security Breach Notification

If Contractor breaches this Section, it must (i) promptly cure any deficiencies in Contractor's internal security controls; and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized access, use, or disclosure. Contractor must notify the State of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within 10 days of becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances. The State may require Contractor to purchase credit monitoring services for any individuals affected by the breach.

2.12 Records and Inspections

2.12.1 Inspection of Work Performed

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.12.2 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.



2.12.3 Examination of Records

The State, upon 10 days' notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

2.12.4 Audit Resolution

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.12.5 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

2.13 Warranties

2.13.1 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable of fulfilling and will fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this Contract.

(b) The Contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the Contract's requirements.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by the Contractor for this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to the State, nor their use by the State, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.

(d) If the Contractor procures any equipment, software, or other Deliverable(s) for the State (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable(s).

(e) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two days of learning about it.

(h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of the State would be influenced. The Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any



fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Bidder for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other Bidder before the award of the Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by the Contractor to the State in connection with the award of this Contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(l) All written information furnished to the State by or for the Contractor in connection with the award of this Contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(m) It will immediately notify DTMB-Procurement if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract is awarded.

2.13.2 Limited Warranties

Limited Warranties for consumables.

Unless a different written warranty is included with product literature, the Contractor warrants that each consumable will meet its specifications stated in its published catalogs and associated supplementary terms. This warranty lasts from the time the Contractor delivers the consumable until either the consumables expiry or "use by" date or its specified number of uses. If the Contractor does not specify the expiration date or number of uses, the warrant will last for 12 months from the date LTC delivers the consumable.

Limited Warranties for instruments.

Unless a different written warranty is included with product literature, the Contractor warrants that instruments will be free of defects in materials and workmanship for 12 months after they are installed, provided however, regardless of installation date, this warranty will not last longer than 15 months from the date of shipment. The Contractor also warrants that instruments will perform in accordance with the published specifications when delivered. The Contractor warrants that spare parts customer purchases from the Contractor and that Contractor installs, or are installed by a Contractor certified as an authorized installer, will be free of defects in materials and workmanship for 3 months from the date the Contractor delivers them, or, if longer, the original warranty period for the instrument in which the part is installed. The Contractor does not warrant parts that the State does not purchase from the Contractor or Contractor does not install. These parts are sold "as is."

Limited Warranty for instrument related services.

Unless a different written warranty is included with product literature, the Contractor warrants that its services will be performed at least in accordance with the customary standard of care for the instrument service industry.

2.13.3 Limitations and Exclusions

The Contractor's Warranties extend only to the State, the original purchaser, and the State cannot transfer them.

The Contractors warranties do not apply to defects or failures caused by (a) external sources such as short circuits or incorrect voltages; (b) normal wear and tear; (c) Instruments sold to customer as a 'used' product; (d) contact with improperly used or unapproved chemicals or samples; (e) parts that are excluded from warranty in the instrument's Supplementary Terms; (f) repair, modification, alternation, or installation by anyone other than the Contractor or a person authorized by Contractor; (g) removal, use or maintenance in an improper, inadequate, or unapproved manner, such as failure to follow Contractor instructions or operating guidelines, operation outside of stated environmental or use specifications, or operation with unapproved software, materials or other products; (h) manufacture in accordance with specifications customer gave Contractor; (i) installation of software or interfacing, or use of the instrument in combination with software or products Contractor has not approved; or (j) neglect or accident caused by the State.



2.13.4 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to the State. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

2.13.5 Equipment Warranty

(a) The Contractor represents and warrants that the equipment/system(s) are in good operating condition and perform to the requirements contained in this Contract at the time of Final Acceptance, and for a period of one year following Final Acceptance.

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

(c) The Contractor must provide a toll-free telephone number for the State to report equipment failures and problems.

(d) Within 5 working Days of notification, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. As the fault may be more substantial, the Contractor may not be able to adhere to the five working day time frame, but will endeavor to do so in as much as possible. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

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

(f) The Contractor is the sole point of contact for warranty service.

(g) All warranty work should be performed at State locations. If necessary, some work may be performed at the Contractor's depot location rather than at a State location.

2.13.6 New Deliverable(s)

The Contractor must provide new Deliverable(s) where the Contractor knows or has the ability to select between new or like-new. Unless specified in Article 1, Statement of Work, equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable only where the Contractor does not have knowledge or the ability to select one or the other.

2.13.7 Prohibited Products

Shipping of salvage, distressed, outdated, or discontinued goods to any State agency will be considered a material default by the Contractor. The brand and product number offered for all items will remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order under Section 2.3.4, Contract Changes.

2.13.8 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

2.14 Insurance

2.14.1 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.



(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

(vii) pay for and provide the type and amount of insurance checked below:

(A) Commercial General Liability Insurance

Minimal Limits:

- \$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; and
- \$1,000,000 Each Occurrence Limit.

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

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

(B) Umbrella or Excess Liability Insurance

Minimal Limits:

\$10,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

(C) Motor Vehicle Insurance

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.



(D) Hired and Non-Owned Motor Vehicle Coverage

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

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

(E) Workers' Compensation Insurance

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

(F) Employers Liability Insurance

Minimal Limits:

\$100,000 Each Accident;
 \$100,000 Each Employee by Disease
 \$500,000 Aggregate Disease

Additional Requirements: -- Deleted, Not Applicable

2.14.2 Subcontractor Insurance Coverage

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

2.14.3 Certificates of Insurance and Other Requirements

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and **MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER**. The notice to the Director of DTMB-Procurement must include the applicable Contract or Purchase Order number.



2.15 Indemnification

2.15.1 General Indemnification

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

2.15.2 Code Indemnification

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

2.15.3 Employee Indemnification

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

2.15.4 Patent/Copyright Infringement Indemnification

(a) To the extent permitted by law, the Contractor must indemnify and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in the State's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this 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) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of the State; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by the State; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

2.15.5 Continuing Obligation

The Contractor's duty to indemnify under Section 2.15, Indemnification, continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.



2.15.6 Indemnification Procedures

These procedures apply to all indemnity obligations:

(a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State in defending against the claim during that period.

(b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain prior approval of the State before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim. The State may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's receipt of the Contractor's information requested by the State under clause (ii) of this paragraph, if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.

2.15.7 Limitation of Liability

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

2.16 Termination by the State

2.16.1 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.



2.16.2 Termination for Cause

(a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.

(b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs to procure the Deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

2.16.3 Termination for Convenience

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any ITB issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

2.16.4 Termination for Non-Appropriation

(a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available. The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.

(b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days' notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.

(c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

2.16.5 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty if 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 related to a State, public, or private Contract or subcontract.



2.16.6 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for all work-in-progress performed through the effective date of the termination. The Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

2.16.7 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must:
- (i) stop all work as specified in the notice of termination;
 - (ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;
 - (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
 - (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contract (which will be provided to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);
 - (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
 - (vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

(b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

2.16.8 Reservation of Rights

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

2.16.9 Contractor Transition Responsibilities

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 90 days from the date of termination. The Contractor must provide any required reports and documentation.

2.16.10 Transition Payments

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at the Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.



2.17 Termination by the Contractor

2.17.1 Termination

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

The Contractor may terminate this Contract if the State: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the Deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 2.20, Dispute Resolution, before it terminates the Contract.

2.18 Reserved

2.19 Reserved

2.20 Dispute Resolution

2.20.1 General

(a) The Contractor must submit any claim related to this Contract to the State under Section 2.3.6, Notices, together with all supporting documentation for the claim.

(b) The representatives of the Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information related to the claim.

(c) During the course of negotiations, each party will honor all reasonable requests made by the other for non-privileged information reasonably related to the claim.

2.20.2 Informal Dispute Resolution

(a) If, after a reasonable time following submission of a claim under Section 2.20.1, General, the parties are unable to resolve the claim, the parties must meet with the Director of DTMB-Procurement, or his or her designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings.

(b) Within 60 calendar days of the meeting with the Director of DTMB-Procurement, or such other time as agreed to by the parties, the Director of DTMB-Procurement will issue a written recommendation regarding settlement of the claim. The Contractor must notify DTMB-Procurement within 21 days after the recommendation is issued whether the Contractor accepts or rejects the recommendation. Acceptance by the Contractor constitutes the final resolution of the claim addressed in the recommendation, and the Contractor may not assert that claim in any future litigation or other proceeding between the parties.

(c) The recommendation of the Director of DTMB-Procurement is not admissible in any future litigation or other proceeding between the parties. The conduct and statements made during the course of negotiations or dispute resolution under Section 2.20, Dispute Resolution, are subject to Michigan Rule of Evidence 408 and are not admissible in any future litigation or other proceeding between the parties.

(d) This section will not be construed to prohibit either party from instituting formal proceedings to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.20.3, Injunctive Relief.

(e) DTMB-Procurement will not mediate disputes between the Contractor and any other entity, except State agencies, concerning responsibility for performance of work.

2.20.3 Injunctive Relief

A claim between the State and the Contractor is not subject to the provisions of Section 2.20.2, Informal Dispute Resolution, where a party makes a good faith determination that a breach of the Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.



2.20.4 Continued Performance

Each party will continue performing its obligations under the Contract while a claim is being resolved, except to the extent the claim precludes performance and without limiting either party's right to terminate the Contract as provided in Section 2.16, Termination by the State or Section 2.17, Termination by the Contractor. A claim involving payment does not preclude performance.

2.21 Disclosure Responsibilities

2.21.1 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation Proceeding;
- (iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State or of which the State otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about: (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

2.21.2 Other Disclosures

The Contractor must notify DTMB-Procurement within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

2.21.3 Call Center Disclosure

The Contractor and all Subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.22 Reserved

2.23 Laws

2.23.1 Governing Law

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

2.23.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).



2.23.3 Jurisdiction

Any dispute arising from the Contract must be resolved in accordance with the laws of the State of Michigan.

2.23.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Contract.

2.23.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

2.23.6 Environmental Provision

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. The State must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify the State in accordance with Section 2.3.6, Notices; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) The State may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. The State may remove the Hazardous Material, render it harmless, or terminate the affected work for the State's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

2.23.7 Freedom of Information

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq.*

2.23.8 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.



2.23.9 Reserved

2.23.10 Abusive Labor Practices

The Contractor may not furnish any Deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

2.24 General Provisions

2.24.1 Bankruptcy and Insolvency

The State may, without prejudice to any other right or remedy, fully or partially terminate this Contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method the State deems appropriate if:

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

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by the State. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating State ownership.

2.24.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

2.24.3 Contract Distribution

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

2.24.4 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of the Contract.

2.24.5 Website Incorporation

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

2.24.6 Future Bidding Preclusion

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

2.24.7 Antitrust Assignment

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



2.24.8 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

2.24.9 Legal Effect

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

2.24.10 Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Contract are incorporated in their entirety and form part of this Contract.

2.24.11 Order of Precedence

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
- (b) The most recent Statement of Work related to this Contract;
- (c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract; and
- (f) Bidder Responses contained in any of the ITB documents.

2.24.12 Headings

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

2.24.13 Form, Function and Utility

If this Contract is for statewide use, but the Deliverable(s) does not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the Deliverable(s) from another source.

2.24.14 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract. If any provision of this Contract is held unenforceable, then the Contract will be modified to reflect the parties' original intent. All remaining provisions of the Contract remain in full force and effect.

2.24.15 Approval

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

2.24.16 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.24.17 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

2.24.18 PCI Data Security Standard

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.



(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.



**MSP Equipment
Attachment A, Pricing**

| Line Number | Estimated Quantity | Unit of Issue | Description | Unit Price | Extended Price |
|-------------|---|---------------|---|---|--|
| 1. | 2 | EA | Genetic Analyzer 3500xl – Part # 4406016 | \$ 181,566.00 | \$ 363,132.00 |
| 2. | 8 | EA | Genetic Analyzer 3500 – Part # 4406017 | \$ 109,989.00 | \$ 879,912.00 |
| 3. | 3 | EA | GeneMapper IDx full licenses – Part # 4479707 | \$ 20,196.00 | \$ 60,588.00 |
| 4. | 45 | EA | GeneMapper IDx client licenses – Part # 4479711 | \$ 10,098.00 | \$ 454,410.00 |
| 5. | 10 8 for 3500 and 2 for 3500XL | YR | Optional Renewal: Year 1 maintenance | \$ 8,009.16 (for 3500) \$ 12,664.80 (for 3500XL) | \$ 64,073.28 (for 3500) \$ 25,329.60 (for 3500XL) |
| 6. | 10 8 for 3500 and 2 for 3500XL | YR | Optional Renewal: Year 2 maintenance | \$ 8,249.43 (for 3500) \$ 13,044.74 (for 3500XL) | \$ 65,995.44 (for 3500) \$ 26,089.48 (for 3500XL) |
| 7. | 10 8 for 3500 and 2 for 3500XL | YR | Optional Renewal: Year 3 maintenance | \$ 8,496.91 (for 3500) \$ 13,436.08 (for 3500XL) | \$ 67,975.28 (for 3500) \$ 26,872.17 (for 3500XL) |
| 8. | 10 8 for 3500 and 2 for 3500XL | YR | Optional Renewal: Year 4 maintenance | \$ 8,751.82 (for 3500) \$ 13,839.17 (for 3500XL) | \$ 70,014.56 (for 3500) \$ 27,678.33 (for 3500XL) |
| 9. | 10 8 for 3500 and 2 for 3500XL | YR | Optional Renewal: Year 5 maintenance | \$9,014.38 (for 3500) \$ 14,254.34 (for 3500XL) | \$ 72,115.04 (for 3500) \$ 28,508.68 (for 3500XL) |
| 10. | 10 8 for 3500 and 2 for 3500XL | YR | Optional Renewal: Year 6 maintenance | \$ 9,284.81 (for 3500) \$ 14,681.97 (for 3500XL) | \$ 74,278.48 (for 3500) \$ 29,363.94 (for 3500XL) |
| 11. | 10 8 for 3500 and 2 for 3500XL | YR | Optional Renewal: Year 7 maintenance | \$ 9,563.35 (for 3500) \$ 15,122.43 (for 3500XL) | \$ 76,506.80 (for 3500) \$ 30,244.86 (for 3500XL) |
| Line Number | Estimated Quantity | Unit of Issue | Description | Unit Price | Extended Price |
| 12. | 250 | EA | 3130 4 Capillary Array – Part # 4333464 | \$ 764.50 | \$ 191,125.00 |
| 13. | 75 | EA | 3130xl 16 Capillary Array – Part | \$ 954.54 | \$ 71,590.50 |



| | | | | | |
|-----|-----|----|--|-------------|-----------------|
| | | | # 4315931 | | |
| 14. | 4 | CS | 96-well optical plates – Part # 4316813 | \$ 1,903.47 | \$ 7,613.88 |
| 15. | 250 | EA | 3500 8 Capillary Array – Part # 4404683 | \$ 1,224.38 | \$ 306,095.00 |
| 16. | 50 | EA | 3500xl 24 Capillary Array – Part # 4404687 | \$ 1,599.86 | \$ 79,993.00 |
| 17. | 300 | EA | Pop 4 Polymer 3130 and 3130xl – Part # 4363752 | \$ 164.84 | \$ 49,452.00 |
| 18. | 300 | EA | Pop 4 Polymer 384 sample pouch size for the 3500 and 3500xl – Part # 4393715 | \$ 171.07 | \$ 51,321.00 |
| 19. | 100 | EA | Pop 4 Polymer 960 sample pouch size for the 3500 and 3500xl – Part # 4393710 | \$ 423.23 | \$ 42,323.00 |
| 20. | 120 | EA | 10X Buffer for the 3500 and 3500xl anode – Part # 4393927 | \$ 93.56 | \$ 11,227.20 |
| 21. | 100 | EA | 10X Buffer for the 3130 and 3130xl – Part # 402824 | \$ 101.57 | \$ 10,157.00 |
| 22. | 100 | EA | 10X Buffer for the 3500 and 3500xl cathode – Part # 4408256 | \$ 130.09 | \$ 13,009.00 |
| 23. | 40 | EA | 96-well Septa – Part # 4315933 | \$ 344.75 | \$ 13,790.00 |
| 24. | 20 | EA | Septa Strips – Part # 4305547 | \$ 129.64 | \$ 2,592.80 |
| 25. | 20 | EA | Taq Polymerase (Gold) – Part # 4311818 | \$ 2,369.70 | \$ 47,394.00 |
| 26. | 120 | EA | Proteinase K – Part # 003011 | \$ 154.44 | \$ 18,532.80 |
| 27. | 3 | EA | 7500 Calibration and Spectral Plates – Part # 4349180 | \$ 752.30 | \$ 2,256.90 |
| 28. | 30 | EA | Hi-Di Formamide – Part # 4311320 | \$ 29.79 | \$ 893.70 |
| 29. | 100 | EA | Reservoir Septa for the 3130 Platforms – Part # 4315932 | \$ 198.00 | \$ 19,800.00 |
| 30. | 100 | EA | Cathode Septa for the 3500 platforms – Part # 4410715 | \$ 325.54 | \$ 32,554.00 |
| | | | | Grand Total | \$ 3,414,808.72 |

**Delivery Locations:**

- 1) Michigan State Police (the Biometrics Division Lab is located within the Lansing Lab)
Forensic Science Division
Lansing Laboratory
7320 N. Canal Road
Lansing, MI 48913

- 2) Michigan State Police
Forensic Science Division
Grand Rapids Laboratory
720 Fuller Ave. NE
Grand Rapids, MI 49503

- 3) Michigan State Police
Forensic Science Division
Northville Laboratory
42145 W. 7 Mile Road
Northville, MI 48167