

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. 1
 to
CONTRACT NO. 071B43000141
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Thermo LabSystems Inc. 1601 Cherry Street, Suite #1200 Philadelphia, PA 19102	Gary Walz	gary.walz@thermofisher.com
	PHONE	VENDOR FEIN # (LAST FOUR DIGITS ONLY)
	678-354-3336	6268

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOT	Deb Mosher	517-335-2975	Mosherd2@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY				
DESCRIPTION: Thermal Fisher Scientific's Sample Manager Software Upgrade - MDOT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 1, 2014	July 31, 2017	3, one year	July 31, 2017	
PAYMENT TERMS	F.O.B.	SHIPPED TO		
N/A	N/A	N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<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"/>		
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$200,000.00		\$0.00	\$200,000.00	

DESCRIPTION:
 Effective March 18, 2015, the Single Point of Contact (SPOC) has been changed from Joe Thompson to Stephen C. Best.

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
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE
 OF
 CONTRACT NO. 071B4300141**
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Thermo LabSystems Inc. 1601 Cherry Street, Suite #1200 Philadelphia, PA 19102	Gary Walz	gary.walz@thermofisher.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	678-354-3336	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM ADMINISTRATOR	MDOT	Deb Mosher	517-335-2975	MosherD2@michigan.gov
CONTRACT ADMINISTRATOR/BUYER	DTMB	Whitnie Zuker	517-284-7030	zukerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Thermal Fisher Scientific's Sample Manager Software Upgrade - MDOT			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	August 1, 2014	July 31, 2017	3, 1 Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
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			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$ 200,000.00

STATE OF MICHIGAN
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Thermo LabSystems Inc. 1601 Cherry Street, Suite #1200 Philadelphia, PA 19102	Gary Walz	gary.walz@thermofisher.com
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PROGRAM ADMINISTRATOR	MDOT	Deb Mosher	517-335-2975	MosherD2@michigan.gov
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3 years	August 1, 2014	July 31, 2017	3, 1 Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
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			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$ 200,000.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation # 084R4300005. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

Notice of Contract #: 071B4300141

FOR THE CONTRACTOR:

Thermo LabSystems Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Bill Pemble, IT Division Director

Name/Title

DTMB Procurement

Enter Name of Agency

Date



Table of Contents

Table of Contents **5**

Article 1 – Statement of Work (SOW) **6**

1.000 Project Identification **6**

1.001 Project Request 6

1.002 Background 6

1.100 Scope of Work and Deliverables **6**

1.101 In Scope 6

1.103 Environment 6

1.104 Work And Deliverable **10**

1.200 Roles and Responsibilities **10**

1.201 Contractor Staff, Roles, And Responsibilities 10

1.202 State Staff, Roles, And Responsibilities 12

1.203 Other Roles And Responsibilities 13

1.300 Project Plan **14**

1.301 Project Plan Management 14

1.302 Reports 14

1.400 Project Management **14**

1.401 Issue Management 14

1.402 Risk Management 15

1.403 Change Management 15

1.500 Acceptance **15**

1.501 Criteria 15

1.600 Compensation and Payment **15**

1.601 Compensation And Payment 15

1.602 Holdback - RESERVED 17

Professional Services Terms and Conditions **18**

EXHIBIT A Statement of Work **31**

Glossary **45**

Attachment A- Key Personnel **47**

Attachment B – Cost Table **51**

Master License Agreement **52**

EXHIBIT A- MAINTENANCE AND SUPPORT POLICY **63**

Appendix A **68**

Appendix B **68**



Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (State) through the Michigan Department of Technology, Management and Budget (DTMB), with assistance from the Michigan Department of Transportation (MDOT) have issued this Contract for the purpose of obtaining proposals from qualified firms to provide technical services to leverage the State's current Materials Testing System (MTS) by upgrading Thermo Fisher Scientific's LabManager software to Thermo Fisher Scientific's SampleManager software.

The Professional Services Terms and Conditions shall govern the provision of services related to the LabManager to SampleManager LIMS Implementation.

The Master License Agreement shall govern the use of Licensed Software provided by Licensor to Licensee.

This Contract is for a period of 3 years beginning August 1, 2014 through July 31, 2017.

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to three (3) additional one (1) year periods.

1.002 BACKGROUND

The MDOT uses the MTS for testing the materials that are used in road and bridge construction. The current software supporting the system is Thermo Fisher Scientific's LabManager which may no longer be able to be maintained or updated. In its place, the State will be upgrading to Thermo Fisher Scientific's SampleManager software to support the MTS. It is understood that this is completely rewritten software and as such services are needed to make the transition from Thermo Fisher Scientific's LabManager software to Thermo Fisher Scientific's Sample Manager Software.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

The Contractor will provide the technical services in Exhibit A and any future services to support this project as requested by the State.

1.103 ENVIRONMENT

The links below provide information on the State's Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, eMichigan web development, and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:

http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html



All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The MDTMB Project Manager must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, and MDTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

http://www.michigan.gov/documents/dmb/1310_183772_7.pdf

http://www.michigan.gov/documents/dmb/1310.02_183775_7.pdf

http://www.michigan.gov/documents/dmb/1325_193160_7.pdf

http://www.michigan.gov/documents/dmb/1335_193161_7.pdf

http://www.michigan.gov/documents/dmb/1340_193162_7.pdf

The State's security environment includes:

MDTMB Single Login.

MDTMB provided SQL security database.

Secured Socket Layers.

SecureID (State Security Standard for external network access and high risk Web systems)

MDTMB requires that its single - login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State's Project Manager and MDTMB Office of Enterprise Security.

Any additional Agency specific security requirements above and beyond the enterprise requirements and standard terms and conditions stated in Article 2 must be provided as part of the Agency Specific Technical Environment.

IT eMichigan Web Development Standard Tools:

http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf

The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

Agency Specific Technical Environment

The DTMB/MDOT Standard Information Technology Environment consists of the Desktop Environment, Project Management Tools, the Business System Development Environment, the Web / Intranet Site and Application Development Environment, the Security Environment, and the Network Environment. These environments include but are not limited to the following identified IT tools:



Window XP Desktop Environment

- Microsoft Office/Office Professional, XP
- Microsoft Outlook 2003
- Microsoft Internet Explorer 8.0
- Mozilla Firefox 3.x
- Oracle NetServices 10.2 and 11.2
- Adobe Acrobat

Project Management Tools

- Clarity 8.1
- Microsoft Project 2002 +

Development Languages, Tools

- JDK 1.4, 5, 6
- J2EE 1.4, JEE 5
 - Spring Framework Suite 2.x, 3.x
- DOJO JavaScript Framework 1.1 and higher
- Struts 1.x
- Hibernate 2.x, 3.x
- Direct Web Remoting
- Apache CXF
 - Apache Maven
 - Nexus (Maven Repository Manager)
 - Hudson (Continuous Integration Server)
- JBoss JBPM 3.x, 4.x
- JBoss Rules 4.x, 5.x
- JavaScript, JQuery
- XML
- HTML
- CSS
- AJAX
- Microsoft .NET 2.x, 3.x, 4.x
- C#
- ASP.NET
- ColdFusion 7.x, 8.x
- IBM Rational Application Developer 7
- JBoss Developer Studio
- IBM Rational Suite 2003
- Microsoft Visual Studio 2008
- Eclipse, CFEclipse
- Serena Dimensions CM, Subversion
- Serena Business Mashups
- Erwin - Data Modeling
- Toad for Oracle 10.0
- Enterprise application Studio (PowerBuilder 9.x PowerJ 3.x, PowerSite)
 - Sybase PowerBuilder Enterprise

Web/Application Servers



- Apache 2.x
- IBM Http Server 6.x
- Websphere Application Server 6.1
- JBoss SOA Platform 5.0
- Microsoft Internet Information Server 6, 7
- Cold Fusion, 8
- Enterprise Application Server 3.x (Jaguar CTS 3.x, PowerDynamo)

Database Server

- Oracle 11.2

Web Content Management

- Vignette Content Manager, version 6+

Document Management

- IBM FileNET
- Bentley ProjectWise
- Adobe Acrobat version 6.0 +

Electronic Forms:

- Presentation: Adobe Acrobat version 6.0 +
- FileNET eForms for document management

Testing Environment

- HP LoadRunner 9.5
- HiSoftware Accverify 10
- Freedom Scientific JAWS 11

Security Environment

- Java J2EE Security
- IBM Tivoli Single Sign On
- SSL
- SecureID (State Security Standard for external network access and high risk Web systems)

Operating Systems

- Windows 2003, 2008
- Sun Solaris 10
- Netware 6.5

Network Environment / Hardware

- Cisco Routers
- Dell, Sun, HP, IBM servers
- Citrix ICA Client
- Citrix Metaframe



1.104 Work And Deliverable

Contractor will provide technical services to leverage the State's current Materials Testing System (MTS) by upgrading Thermo Fisher Scientific's LabManager software to Thermo Fisher Scientific's SampleManager software as defined in Exhibit A.

The Contractor may be required to provide additional as-needed technical services. The State is not obligated to execute the Contract for the full amount of spending authority for future services.

Future services to meet new requirements may result from any or all of the following examples:

- A. New State policy requirements,
- B. New Federal regulations, or
- C. New technology requested by the State.

The Contractor must be able to respond with costs and timelines to all requests to meet future need. Future services must be dependent upon mutually agreed-upon statement(s) of work between the Contractor and the State of Michigan. Once agreed to, the Contractor must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this Contract.

Each Statement of Work will include:

1. Background
2. Project Objective
3. Scope of Work
4. Deliverables
5. Acceptance Criteria
6. Project Control and Reports
7. Specific Department Standards
8. Cost/Rate
9. Payment Schedule
10. Project Contacts
11. Agency Responsibilities
12. Location of Where the Work is to be performed
13. Expected Contractor Work Hours and Conditions

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of Exhibit A and future services agreed upon.

Contractor did not require subcontractors upon Contract execution. If, the Contractor requires subcontractors, the Contractor will inform the state and include the firm name, address, contact person, and a complete description of the work to be contracted.

The Contractor must replace all employees whose work was found to be unsatisfactory as determined by the DTMB project manager within five (5) business days of notification.



The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

Single Point of Contact (SPOC)

The Contractor has identified Joe Thompson a SPOC. The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

Key Personnel – Attachment A

The Contractor will provide a project manager/technical lead to interact with the designated personnel from the State to insure a smooth transition to the upgraded software. The project manager/technical lead will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager/technical lead responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

The State reserves the right to interview all Key Personnel and to approve their assignment.

The State reserves the right to designate additional Key Personnel to be provided by the Contractor. At the State's discretion, the State may request staff qualifications.

B. On Site Work Requirements

1. Location of Work

On-site work will be performed at the following location:

**MDOT C&T (Construction and Technology) Building
8885 Ricks Rd.
Dimondale, MI**

The Contract may be able to perform work off site as agreed upon by the State.

2. Hours of Operation:



- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

4. Additional Security and Background Check Requirements:

The Contractor may be requested to present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State may provide the following resources for the Contractor's on-site use, as determined necessary by the State. These may include:

- Work space
 - Desk
 - Telephone
 - PC workstation
 - Network Access as necessary

The Contractor is responsible for the return of all State issued equipment in the same condition as when provided by the State, reasonable wear and tear expected, upon Contractor staff release from the project.

The State reserves the right to inspect and scan any equipment supplied by the Contractor that will be connected to the State's network.

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a MDTMB and Agency project manager:

Executive Subject Matter Experts

The Executive Subject Matter Experts representing the business units involved will be responsible for providing details on specific MTS requirements and laboratory workflows. They shall be available on an as needed basis. The Executive SME's will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues



- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor’s project manager, within 48-hours of their expected decision date.

Name	Agency/Division
Blaine Dinsmore	DTMB
Ken Bump	DTMB
John Kalanquin	DTMB

State Project Manager(s) - (DTMB and Agency)

The State’s project managers will be responsible for the day-to-day management of the project that includes schedule, budget, scope and quality management. The State’s project manager will act as the main point of contact for the Contractor’s project manager/technical lead.

The State’s Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external Contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

Name	Agency/Division	Title
Deb Mosher	DTMB	Project Manager
Tim Stallard	MDOT	Project Manager

MDTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Whitnie Zuker	DTMB	Contract Administrator

1.203 OTHER ROLES AND RESPONSIBILITIES

The following additional State individuals will be assigned to this Contract:

- Project Manager – responsible for the day-to-day management of the project that includes schedule, budget, scope and quality management. Acts as the main point of contact for the Thermo engagement manager.
- Subject Matter Experts (SMEs) – responsible for providing details on specific LIMS requirements and laboratory workflows.



- IT Analysts - responsible for providing details on the infrastructure that supports the production LIMS. Personnel with capability to perform SampleManager configuration activities in order to fulfill MDOT's commitment to the project.

1.300 Project Plan

See Exhibit A.

1.301 PROJECT PLAN MANAGEMENT

Specific project plans requirements may be defined within individual Statements of Work.

1.302 REPORTS

Specific reporting requirements will be defined within individual Statements of Work.

1.400 Project Management

See Exhibit A.

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the SOM Project Manager on an agreed upon schedule, with e-mail notifications and updates. The issue log must be updated and must contain the following minimum elements:

1. Description of issue.
2. Issue identification date.
3. Responsibility for resolving issue.
4. Priority for issue resolution (to be mutually agreed upon by the SOM and the Contractor).
5. Resources assigned responsibility for resolution.
6. Resolution date.
7. Resolution description.

Once the Contractor or the SOM has identified an issue, the Contractor shall follow these steps:

1. Immediately communicate the issue in writing to the SOM Project Manager.
2. The Contractor will log the issue into an issue tracking system.
3. Identify what needs to be done and resources needed to correct the issue.
4. Receive approval from the SOM Project Manager for appropriate action.
5. Keep SOM Project Manager and appropriate parties informed on status of issue based on frequency established by the SOM Project Manager.
6. At least monthly provide a listing of all issues with their current status, deadlines to correct and actual dates of completion that have occurred to the SOM Project Manager.

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Business Leads

Level 2 – Project Manager

Level 3 – Executive Subject Matter Experts (SMEs)



1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the SOM.

The risk management plan will be developed during the initial planning phase of the project. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon. The Contractor will work with the SOM and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The SOM will assume the same responsibility for risks assigned to them.

1.403 CHANGE MANAGEMENT

See Exhibit A.

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the DTMB Program Administrator will submit a request for change to the Department of Technology, Management and Budget, Procurement Buyer, who will make recommendations to the Director of DTMB-Procurement regarding ultimate approval/disapproval of change request. If the DTMB Procurement Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the DTMB-Procurement Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB-Procurement risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the State while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

1.500 Acceptance

1.501 CRITERIA

In addition to Section 14, Acceptance, of the Professional Services Terms and Conditions, the State will accept or reject each deliverable identified in Exhibit A as they are delivered.

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Method of Payment

**Cost Table (Attachment B) Table 1**

Prices will be made on a milestone basis. Milestone Payments will be made on completion and acceptance of specified deliverables.

Cost Table (Attachment B) Table 2

For future services, payments may be made on a not-to-exceed hourly rate based on skill sets that can be utilized for future work projects. The State reserves the right to determine whether payment shall be made on a not to exceed firm fixed-hourly rate basis, or on completion and acceptance of specified deliverables for future enhancements. The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in a SOW. Once agreed to, the Contractor must not be obliged or authorized to commence any work to implement a SOW until authorized via a purchase order issued against the Contract.

Each Statement of Work (SOW) will include:

1. Background
2. Project Objective
3. Scope of Work
4. Deliverables
5. Acceptance Criteria
6. Project Control and Reports
7. Specific Department Standards
8. Cost/Rate
9. Payment Schedule
10. Project Contacts
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12. Location of Where the Work is to be performed
13. Expected Contractor Work Hours and Conditions

Payments will be paid no more than monthly.

The Contractor will not be paid for any costs attributable to corrections of any errors or omissions that have been determined by the DTMB Project Manager to be caused by the Contractor.

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

Notification of Price Reductions

If Contractor reduces its prices for any of the services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the DTMB Procurement Buyer with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Issuance of Purchase Orders (PO)

Contractor shall not be obliged or authorized to commence any work orders until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Vendor Proposal/Purchase Orders executed under it.

Invoicing

Contractor will submit properly itemized invoices to



DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909

or

DTMB-Accounts-Payable@michigan.gov

Invoices must provide and itemize:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of service;
- State Project Manager name
- Date(s) of delivery;
- Rate;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.602 HOLDBACK - RESERVED



Professional Services Terms and Conditions

- 1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims 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; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
State of Michigan DTMB-Procurement Attention: PO Box 30026 530 West Allegan Lansing, Michigan 48909	Thermo LabSystems Inc. 1601 Cherry Street, Suite 1200 Philadelphia, PA 19102 Peter.brennan@thermofisher.com 215-964-6030

- 3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a “**Contract Administrator**”):

If to State:	If to Contractor:
Whitnie Zuker, IT Buyer DTMB – Procurement Constitution Hall – 1st Floor 525 W. Allegan Street Lansing, MI 48933	Thermo LabSystems Inc. 1601 Cherry Street, Suite 1200 Philadelphia, PA 19102 Peter.brennan@thermofisher.com 215-964-6030



Email: zukerw@michigan.gov Phone: 517-284-7030 Fax: 517-335-0046	
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

If to State: John Kalanquin, Project Manager MDOT C&T Building 8885 Ricks Rd. Dimondale MI Email: kalanquinj@michigan.gov Phone: 517 322-5718 Fax: 517 322-5664	If to Contractor: Gary Walz 1601 Cherry Street, Suite 1200 Philadelphia, PA 19102 gary.walz@thermofisher.com 678-354-3336
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor’s CGL policy must include at a minimum: (1) a blanket additional insured endorsement naming “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, and employees” as additional insureds; and (2) for a claims-made policy, provide 3 years of tail coverage.
Motor Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	
Employers Liability Insurance	
<u>Minimal Limits:</u>	



\$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.	
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Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	
<u>Deductible Maximum:</u> \$50,000 Per Loss	

If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

- 7. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 8. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 9. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 10. **Background Checks.** Contractor has performed background checks on all employees and subcontractors and its employees. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.



11. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.

12. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

13. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

14. **Acceptance.** Unless specified otherwise in a Work Order, Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 17, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

15. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Contract Activities purchased under the Contract are for the State's exclusive use. Prices are exclusive of all taxes, and Contractor is solely responsible for payment of any applicable taxes.



The State has the right to withhold payment of any reasonably disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

16. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
17. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

18. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 19, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
19. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited



to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

20. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

21. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.

Limitation of Liability. Neither party shall be liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. **NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN THE LIABILITY OF EITHER PARTY, ITS AFFILIATES, AND ITS REPRESENTATIVES UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT OR OTHERWISE, INCLUDING LIABILITY UNDER INDEMNIFICATION**



PROVISIONS), SHALL BE LIMITED TO THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

22. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “**Proceeding**”) involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor’s viability or financial stability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
23. **State Data.**
- a. Ownership. The State’s data (“**State Data**,” which will be treated by Contractor as Confidential Information) includes: (a) the State’s data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information (“**PII**”) collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements here listed; and, (c) personal health information (“**PHI**”) collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
 - b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor’s own purposes or for the benefit of anyone other than the State without the State’s prior written consent. This Section survives the termination of this Contract.
 - c. Extraction of State Data. Contractor must, within one (1) business day of the State’s request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
 - d. Backup and Recovery of State Data. Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
 - e. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data



or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section survives the termination of this Contract.

24. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such



Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

25. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.



- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
 - c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
 - d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
 - e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.
26. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

27. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 17, Termination for Cause.



28. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
29. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
30. **Nondiscrimination.** 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.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
31. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
32. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
33. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
34. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
35. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a



party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

36. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
37. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
38. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
39. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
40. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
41. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
42. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").



EXHIBIT A Statement of Work



Michigan Department of Transportation

Statement of Work

LabManager to SampleManager™ LIMS Implementation

Document Signoff

Name	Position	Company	Signature	Date
		Michigan Department of Transportation		
Peter Brennan	Corporate Counsel	Thermo Labsystems Inc.		

Document Reference	
Version	5.0
Last updated by	Ed Ingalls
Template Version	0.1-1
Date	02 April 2014
Status	Draft v 5.0



1 Table of Contents

1 TABLE OF CONTENTS32

2 DEFINITION33

 2.1 SUMMARY33

 2.2 OBJECTIVES OF ENGAGEMENT34

 2.3 SCOPE OF WORK.....34

 2.3.1 Out of Scope.....35

 2.4 ROLES AND RESPONSIBILITIES.....35

 2.4.1 Thermo.....35

 2.4.2 MDOT.....35

3 TIME AND MATERIALS ACTIVITIES36

 3.1 DELIVERABLES36

 3.2 SYSTEM TRAINING36

 3.3 ENGAGEMENT MANAGEMENT37

 3.4 SCHEDULING37

4 PROJECT ASSUMPTIONS AND DEPENDENCIES38

 4.1 ASSUMPTIONS FOR IMPLEMENTATION38

5 ESCALATION PROCEDURE40

6 COMPLETION CRITERIA41

 6.1 COMPLETION CRITERIA41

7 FEES.....42

 7.1 TIME AND MATERIALS ACTIVITIES.....42

 7.2 TRAVEL.....42

8 CHANGE CONTROL FORM43

 8.1 PROJECT INFORMATION43

 8.2 DOCUMENT INFORMATION43

 8.3 OVERVIEW43

 8.4 IMPACT ASSESSMENT44

 8.5 TESTING.....44

 8.6 REQUEST FOR CHANGE APPROVAL.....44

 8.7 TEST DOCUMENTATION.....44

 8.8 SIGNATURES44



2 Definition

This document defines the scope and implementation process that will be used by Thermo Labsystems Inc. (known in the remainder of this document as “Thermo”) and Michigan Department of Transportation (known in the remainder of this document as “MDOT”) related to the SampleManager implementation engagement (hereafter the “project”). This document details the project scope, deliverables, assumptions and payments. This SOW shall be governed by the Professional Service Terms and Conditions (“Agreement”). In the event of any discrepancy between the provisions of the Professional Service Terms and Conditions and the SOW, the provisions of the Professional Service Terms and Conditions shall apply.

Mutual agreement to this plan must be reached between Thermo and MDOT before project implementation is undertaken.

Once accepted, any changes to this document may result in a delay in timelines or additional charges. Any such changes must be executed using the accepted Change Request process.

Table 0-1. Company Information

Vendor Information		Customer Information	
Company:	Thermo Labsystems Inc.	Company	Michigan Department of Transportation
Address:	1601 Cherry Street Suite1200 Philadelphia, PA19102	Address:	
Contact:		Contact:	
Phone:		Phone:	
Email:		Email:	

1 Summary

This Statement of Work (SOW) defines the objectives, scope, responsibilities, deliverables, and payment for professional services to be provided by Thermo to MDOT.

The services are to support the implementation of SampleManager11 LIMS at MDOT replacing their current LabManager system.

Services described in this SOW will be performed on a time and materials basis with the aim of assisting MDOT in the build of their LIMS through workshops, prototypes and knowledge transfer. All work shall be on a time and materials basis. MDOT will be responsible for most of the system configuration and master data load with assistance from Thermo through knowledge transfer based on workshops and prototypes.

Work will be assigned once the purchase order is received and a project plan/timeline will be agreed to at that time.



2 Objectives of Engagement

MDOT has engaged with Thermo to assist with implementing SampleManager 11LIMS. The objectives of the project will be to:

1. Project planning
 - a. Provide detailed time estimates based on the system analysis and requirements gathered during the workshops.
 - b. Deliver final project scope and schedules after the first workshop.
 - c. Prioritization of issues will be delivered after the first workshop (this will be defined by budget and scope)
2. Analyze Requirements
 - a. Workshops will be conducted to review the system requirements.
 - b. Workshops will be divided into logical laboratory processes and defined as the following:
 - i. Roles, security, static data (analyses, units, calculations etc.)
 - ii. Sample templates, test and login schedules. (Sample Flow)
 - iii. Products and limits, result entry, authorization, acceptance
 - iv. Calculations
 - v. Reporting (2 Reports)
 - vi. Sample labels (2 labels)
 - vii. Historical Data Migration
3. Configure the SampleManager system
 - a. Assistance in installation and configuration of the system.
4. Documentation
 - a. As listed in this SOW
5. Training
 - a. Provide initial training as a “train the trainer” type class for 8-10 people
6. Testing
 - a. Assistance with System Acceptance Testing
7. Go Live Assistance
 - a. Provide go live assistance either remote or on site
8. Engagement Management
 - a. Provide engagement management for the duration of the project

3 Scope of Work

The scope of this engagement for Thermo is limited to:

- A. Assist with installation of SampleManager
- B. Workshops to analyze the system requirements.



- C. Create and document a Requirements Trace Matrix which includes the business workflow
- D. Write up of the project plan (Gantt Chart)
- E. Development and delivery of initial prototype
- F. Create Configuration Specification that documents all configuration settings such as user roles, audit trail, sample naming etc.
- G. Assist with development and build of the core LIMS system.
 - a. Assistance in master data load
 - b. Assistance in the configuration of templates\workflows
 - c. Assistance with calculations
 - d. Configuration of reports
 - i. 2 reports (TBD– classified as easy reports)
 - e. Configuration of 2 sample labels
- H. Establish, document , and assist with Historical Data Migration process (SampleManager table loader for master data and database view for sample data)
- I. Create a Configuration Specification
- J. Go-live assistance
- K. Training

All work shall be on a time and materials basis. MDOT will be responsible for most of the system configuration and master data load with assistance from Thermo through knowledge transfer based on workshops and prototypes.

3.1 **Out of Scope**

The following areas are **out of scope** for the activities covered by this SOW:

Hardware deployment.

System and Instrument Integration.

Training beyond initial project team and lab staff training and knowledge transfer.

Alternate reports, sample labels not defined in this SOW.

Formal Testing or testing documentation.

No other documentation unless specifically listed in this SOW.

4 **Roles and Responsibilities**

4.1 **Thermo**

Thermo will deploy the appropriate resources for the performance of the services. Services will be carried out by Thermo at MDOT facilities and at Thermo offices as outlined in Section 2.3 hereof:

1. Engagement Manager – Daily oversight of the project and status reporting
2. Business Analyst – Responsible for the high level requirements and architecture of the system.
3. Technical Analyst – Responsible for developing and assisting with the solution.

4.2 **MDOT**

MDOT will provide the following to Thermo:

1. Full access to the LabManager environment which reflects the production environment to be replaced
2. Full access to the SampleManager test environment during regular working hours.



3. Access to relevant documentation that supports the project.
4. Desk space with access to internet while on-site.
5. Telephone with voice mail while on-site.
6. Staff resources:
 - a. Project Manager – responsible for the day-to-day management of the project that includes schedule, budget, scope and quality management. Acts as the main point of contact for the Thermo engagement manager.
 - b. Subject Matter Experts (SMEs) – responsible for providing details on specific LIMS requirements and laboratory workflows.
 - c. IT Analysts - responsible for providing details on the infrastructure that supports the production LIMS. Personnel with capability to perform SampleManager configuration activities in order to fulfill MDOT’s commitment to the project.

3 Time and Materials Activities

1 Deliverables

This section identifies the deliverables for the project.

Activity	Estimated man-days
Engagement Management	9
Requirements Workshop	6
Requirements Trace Matrix	3
Assist with install of software	2
Build Initial system based on requirements	7
Build Initial Prototype/Pilot and provide Configuration Assistance	25
Configuration Specification	5
Historical Data Migration	7
Reporting	6
Assist with data load	10
Assist with System Testing and User Acceptance Testing	12
Go – Live support	2
Training	5
Total	99

2 System

Training

Thermo will provide a 5 day on-site Data Configuration in SampleManager (Intro) course to the MDOT project team prior to or at the beginning of the project initiation phase. MDOT personnel will learn the terminology and



capabilities of the software prior to engaging in the workshop sessions. This will allow for a more productive workshop experience.

A designated system administrator and back up should also at a minimum take the Administration and Reporting classes. End user should be trained prior to go live for their specific areas of responsibility. Any training beyond the initial introductory class is the responsibility of MDOT.

3 Engagement Management

Thermo will provide engagement management during the course of the project. Engagement management will include project communications, status reporting, resource allocation, and scheduling.

There will be at least one Project Status Review session each month.

Project Status Reviews will take place preferably using conference calls and/or WebEx sessions between MDOT and Thermo. These review meetings will focus on and be documented for the following items:

- Activities undertaken
- Tasks Completed
- Tasks Pending
- Resources Used
- Expenses Accrued
- Issues Review

4 Scheduling

Scheduling of these deliverables is subject to input from Thermo and MDOT's project manager. The parties shall reach a mutually agreeable start date for each deliverable phase of the project.

Date adjustments will be limited to the amount of delay in the start date, except for scheduling of on-site events, which are dependent on the availability of site resources.

A working week is defined as the days Monday through Friday minus any holidays. A work day is defined as 8 hours. A calendar week is defined as a seven-day week.



Project Assumptions and Dependencies

The 'Project Assumptions and Dependencies' section of the SOW will list all the assumptions that have been made to build this SOW.

1 Assumptions for Implementation

- Project Team Resources –MDOT will dedicate the necessary internal resources to meet their responsibilities within the project schedule.
- Escalation Path. - MDOT will provide names and contact information of MDOT personnel having the authority to resolve project-related issues with their Thermo counterparts.
- Thermo will work closely with MDOT to ensure that the scope of the project is controlled to keep the estimates as accurate as possible.
- Thermo will provide knowledge transfer to the Project Team via the workshop process.
- The actual number of Thermo services days (i.e., “people days”) included within this estimate for consulting services may be more or less, depending upon actual MDOT requirements as determined by iterations of workshops and prototypes. This includes, but is not limited to, Thermo implementation consulting days as needed per customer requirements.
- Estimates are based on Thermo services providing a series of configuration workshops from which there will be multiple tasks that MDOT personnel will complete with some Thermo assistance.
- Multiple Thermo and multiple MDOT resources will work on assigned aspects of the configuration and will coordinate their efforts into one SampleManager instance. One MDOT project team will participate in one joint project to scope, build and deliver this shared instance.
- Thermo resources will prototype functionality with MDOT involvement as a learning tool for MDOT personnel.
- All MDOT comments on documents will be consolidated first then sent to Thermo as a group of comments.
- Thermo will be notified by MDOT personnel with sufficient time (typically 4-6 weeks) as to the start of the project to ensure proper staffing of the project team.
- No guarantees to the duration of the project will be made until an assessment of the system has been made and the draft Project Plan has been created that will outline the project scope.
- MDOT personnel will identify up to 2 sample labels for Thermo to configure.
- MDOT personnel will identify up to 2 reports for Thermo to configure.
- Alternate labels, reports, instrument and system integrations will be the responsibility of MDOT.
- Sufficient criteria to signify the end of the project would be agreed upon by both parties before the initiation of the project. The defined criteria will be clear and concise and will be signified as correct by receiving signatures from both parties.
- MDOT personnel will be available to perform multiple tasks in the project. This would include installation of software, master data setup, configuration, report creation, documentation required in addition to those listed above, testing and training.
- MDOT will be mostly responsible for Master Data Setup – data to be entered into the system via MDOT personnel with assistance from Thermo personnel.
 - Job Templates
 - Sample Templates
 - Batch Templates
 - Syntaxes



- Users\Operators
- Roles
- Calculations
- Customers
- Sample Points
- Test Schedules
- Locations
- Product Specifications
- The implementation estimated here covers the installation at one site.
- MDOT personnel will take formal training on the LIMS at a State of Michigan facility identified by MDOT..
- Thermo will establish a process for historical data migration and MDOT will use the process to complete the migration as follows:
 - Static Data – move as much data as possible using SM tools (table_saver \ table_loader) Other data may have to be added manually as required
 - Dynamic Data – move sample\test\result data to new database and create a series of views for reporting



Escalation Procedure

It is the objective of Thermo to resolve all disputes and disagreements with a minimum of management oversight. However, when issues cannot be resolved directly, they must be escalated to the next higher level of authority for resolution. In these cases, the following escalation and reporting hierarchy will be followed:

Thermo:

- *First Level:* Senior Analyst
- *Second Level:* Engagement Manager
- *Third Level:* Gary Walz – Team Leader, SampleManager
- *Fourth Level:* Ed Ingalls - Director, The Americas Services
- *Fifth Level:* Rich Lanchantin - Global Services Director

A parallel escalation path shall be defined at MDOT.

- *First Level:* Project Manager
- *Second Level:*
- *Third Level:*
- *Fourth Level:*
- *Fifth Level:*



Completion Criteria

Completion Criteria

This project shall be considered complete when all contracted work as specified in this SOW has been delivered.

- ❑ Delivery of training
- ❑ Delivery of Requirements workshop
- ❑ Delivery of initial prototype
- ❑ Delivery of implementation workshops
- ❑ Delivery of 2 reports
- ❑ Delivery of 2 sample labels
- ❑ Assistance in historical data migration
- ❑ Delivery of Requirements Trace Matrix
- ❑ Delivery of Configuration Specification



7 Fees

Time and Materials Activities

MDOT has agreed to order services from Thermo on a time and materials basis. The estimated effort and daily service rates are defined below.

Activity	Estimated man-days	Cost/day (\$)	Total (\$)
Implementation Consulting and Engagement Management	94	1700	159800
Training	5	2400	12,000
Total	99		171,800

Should a events cause

expense to be required for the completion of this SOW, MDOT and Thermo will prepare and approve an amendment to this SOW via a Scope Change Request document (see section 8 below) covering the additional cost.

change in scope or other additional services or

Travel

Travel will occur during typical business hours (M-F). Thermo will provide no more than 25 days of on-site time for the duration of this project.



8 Change Control Form

1 Project Information

Customer Name	Customer Name (set in properties/Subject)
Project name	Context/Project Name (set in properties/Category)
Project Reference	Insert the Changepoint Project Name for this project

2 Document Information

Document reference	
Version	
Last updated by	Updated by (set in properties/Author)
Template version	1.0-0
Date	
Status	Draft

3 Overview

Project Phase	
Deliverable to be changed	
Change requestor	

Overview of change

Reason for change



4 Impact Assessment

Impact of Change

5 Testing

Testing Requirements

6 Request for Change Approval

Document Signoff				
Name	Position	Company	Signature	Date

7 Test Documentation

Test Documents		
Test Script ID	Disposition	Initials and Date

8 Signatures

Document Signoff				
Name	Position	Company	Signature	Date



Glossary

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management & Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services



Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Attachment A- Key Personnel

Staff Member: Kathleen S. Golden
Current Position: Senior Project Implementation Analyst

Education: Project Management Professional Certification, 2006
 Project Management Institute

Master of Science, Computer Science, 1996
 Fairleigh Dickinson University
 Teaneck, New Jersey

Bachelor of Arts, English, 1974
 Douglass College
 New Brunswick, New Jersey

Other work related training includes Introduction to Oracle, Oracle Database Management, Oracle PL/SQL, Crystal Reports, and Project Management tools and techniques from the International Institute for Learning (IIL).

Relevant Experience:

January 97 – Present Senior Project Manager
 Thermo Corporation (formerly InnaPhase and Beckman Coulter
 Laboratory Automation Operations)

Responsible for the management of all implementation and validation deliverables for laboratory automation systems. The process requires one-to-one meetings with customers to define tasks, set schedules, monitor progress, and maintain adherence to budget, as well as coordination of internal resources.

April 93 – January 97 Programmer Analyst
 The New York Daily News, Jersey City, New Jersey

Involved in definition, design, coding, and testing of a Corporate Sales Database System for affiliated pre-press/printing business. Responsible for prototype design and integration of a client server production lot control system.

Sept 84 – March 93 Associate Member, Technical Staff, System Support Engineering Dept.
 ITT Avionics, Nutley, New Jersey

Provided on- and off-line support during all phases of major Automatic Test Equipment (ATE) program. Designed, coded, and integrated complete test program set. Responsible for production of complete software documentation package according to Military Standard requirements.

July 79 - Aug 84 Technical Publisher, Graphics Department
 ITT Avionics, Clifton, New Jersey

Edited, formatted, and coordinated preparation of technical documents for publication.



Peggy Kriss-Danziger

Qualifications

- Self-starter and fast learner with excellent communication skills
- Work well in a self-directed or team environment
- Aptitude to solve complex technical problems with innovative solutions.
- Able to work and communicate effectively with people at all levels of organizations.
- 20 years of LIMS implementation experience
- Thermo Fisher Scientific SampleManager LIMS
- Thermo Fisher Scientific Darwin LIMS
- Thermo Fisher Scientific Watson LIMS
- Thermo Fisher Scientific LabManager LIMS
- Oracle database management for Thermo LIMS

Employment history

Dates	Company	Role
1994-Present	Thermo Fisher Scientific	Implementation Analyst <ul style="list-style-type: none"> • Implementation Consultant Involved in definition, design, and implementation of Laboratory Information Management Systems utilizing Thermo Scientific products: SampleManager, Darwin, Integration Manager, LabManager. Also involved in enhancements and upgrades of SampleManager and LabManager. <ul style="list-style-type: none"> • Validation Analyst Involved in executing Validation scripts for Watson and SampleManager LIMS projects. Includes any involved documentation.
1984-1994	The DuPont Merck Pharmaceutical Company	<ul style="list-style-type: none"> • Programmer Analyst, Information Resources • Chemist, Pharmaceutical Development
1982 - 1984	American Bio-Science Laboratories	<ul style="list-style-type: none"> • Medical Technologist, Toxicology Department

Current job details

Position Implementation Analyst

Start date April 1994

Responsibilities

Consult with clients and design LIMS solutions to meet their business needs

Lead the technical implementation of LIMS solutions

Consult with other Thermo Informatics teams to effectively manage and implement projects requirements.

Document interface design specifications.



SampleManager VGL Programming

SampleManager .Net customizations

SampleManager LIMS Reports Development using Infomaker and Reports Designer

Design access to LabManager data from SampleManager instance in cases of LabManager to SampleManager replacement.

Darwin LIMS Reports using Crystal Reports

Thermo project experience

Dates	Company	Role
Sep 2013 – current	Marathon Petroleum Corporation, Catlettsburg, KY	Lead Implementation Analyst SampleManager LIMS, Integration Manager
Feb 2013 – Oct 2013	INVISTA, Chattanooga, Tennessee	Lead Implementation Analyst SampleManager LIMS, Integration Manager
Jan 2011 – Jan 2013	Alcoa Inc., Massena, New York	Lead Implementation Analyst LabManager to SampleManager Replacement
Jan 2011 – Sep 2012	Samsung Austin Semiconductors, Austin, Texas	Lead Implementation Analyst SampleManager LIMS, Integration Manager
Apr 2010 – Jul 2012	Eli Lilly and Company, Indianapolis, Indiana	Implementation Analyst Darwin LIMS
Jan 2009 – Mar 2010	AREVA NP, Richland, Washington	Implementation Analyst SampleManager LIMS
Jan 2009 – Feb 2010	Duke Energy Corporation, Charlotte, North Carolina	Implementation Analyst SampleManager LIMS
Sep 2007- Feb 2009	Abraxis / APP Pharmaceuticals, LLC, Schaumburg, Illinois	Implementation Analyst Darwin LIMS
Mar 2007 – Sep 2007	Abbott Nutrition, Columbus, Ohio	Implementation Analyst LabManager to SampleManager Replacement
Dec 2005 – Aug 2007	MedImmune, Inc, Fredericksburgh, Maryland	Implementation Analyst LabManager LIMS <ul style="list-style-type: none"> • Upgrade LabManager • Enhancements to LabManager

Professional training

- Oracle courses, 1994 - 2000
- Project Management, 1996 - 1997
- Internal Thermo Scientific products training; Integration Manager, Thermo Web Access,
- On the job training in .Net, Oracle, SQL Server, VGL



Other relevant experience

- Designed and implemented LIMS in various industries including Pharmaceutical, Petrochemical, Environmental industries.



Attachment B – Cost Table

Table 1: Summary of Thermo Fisher Scientific’s SampleManager software Upgrade

MDOT has agreed to order services from Thermo on a time and materials basis. The estimated effort and daily service rates are defined in Exhibit A Statement of Work and as below.

Activity	Estimated man-days	Cost/day (\$)	Total (\$)
Implementation Consulting and Engagement Management	94	1700	159800
Training	5	2400	12,000
Total	99		171,800

Table 2: Future Services

Optional Rate Card:

Resource Type	Not-to-Exceed Hourly Rate (\$)	Comments
Project management	\$250.00	
Business analysts	\$250.00	
System analysts	\$250.00	
Programmer/developers	\$250.00	
System administrators	\$250.00	
Database administrators	\$250.00	
Testers	\$250.00	
Software Architects	\$250.00	
Application trainers	\$250.00	
Others: (List) below):		

The initial value of spending authority for future services to the Contract is \$28,200.00. The State makes no guarantee that any additional technical services will be procured. The State reserves the right to determine whether payment shall be made on a not to exceed firm fixed-hourly rate basis, or on completion and acceptance of specified deliverables for future services.

NOTES:

1. Not-to-Exceed Hourly Rates quoted are inclusive of Contractor staff and management overhead, travel and all other expenses. Not-to-Exceed Hourly Rates will be less per hour if required remotely.
2. The State may request additional Position Types, other than the Position Types listed above.
3. It is the State’s discretion to determine best value to the State, and to estimate the Contract value for the awarded Bidder.



Master License Agreement

Dated as of August 1, 2014
(the "Effective Date")

between

Thermo LabSystems, Inc.
("LICENSOR")

and

STATE OF MICHIGAN
("LICENSEE")



1. Introduction

This Master License Agreement (the “Agreement”) is made and entered into as of the date first set forth above (the “Effective Date”) between THERMO LABSYSTEMS, INC. having offices at 1601 Cherry Street, Suite 1200, Philadelphia, PA 19102 (“LICENSOR”), and STATE OF MICHIGAN, having principal offices at 530 West Allegan, Lansing, MI 48909 (“LICENSEE”). LICENSOR and LICENSEE (each a “Party” and together, the “Parties”) are entering into this Agreement to set forth the terms and conditions governing LICENSOR’s provision of Products and Services to LICENSEE. In consideration of the covenants of each Party to the other, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

2. Riders

Attached to this Agreement and made part hereof when executed by both Parties are one or more riders (each a “Rider”) setting forth the Licensed Software, Hardware, Services and Training subject to this Agreement and the pricing therefore and, if applicable, identification of the Licensed System.

3. Definitions

- A. “Deliverable” means materials, excluding Licensed Software and Licensed Material, delivered to LICENSEE by LICENSOR pursuant to an order for Professional Services as specifically set forth in a SOW.
- B. “Hardware” means any computer hardware or other equipment provided by LICENSOR to LICENSEE under this Agreement as set forth in an attached Rider.
- C. “Licensed Material” means any and all end-user, programmer and help desk material and documentation, in whatever form or medium, to assist LICENSEE in the understanding, application, capability, maintenance, use or access of the Licensed Software and Deliverables, which material and documentation are actually delivered to LICENSEE by LICENSOR pursuant to this Agreement, together with any new versions, releases, updates, enhancements, improvements, substitutions, replacements, modifications, error corrections and problem solutions for such material and documentation which are provided to LICENSEE through optional Maintenance pursuant to Section 7 of this Agreement.
- D. “Licensed Software” means each computer software program, in whatever form or medium, listed on an attached Rider and actually delivered to LICENSEE by LICENSOR pursuant to this Agreement, together with any new versions, releases, updates, enhancements, improvements, substitutions, replacements, modifications, error corrections and problem solutions for such program which are provided to LICENSEE through optional Maintenance pursuant to Section 7 of this Agreement, without regard to changes in the name, number or packaging of such software program; provided, however, that Licensed Software shall specifically exclude any modification, enhancement or update relating to new features or other functionality which is marketed by LICENSOR as a separate product.
- E. “LICENSEE Operating Facility” means the facility designated in an attached Rider and is a group of one or more buildings where LICENSEE conducts business and from which LICENSEE is permitted to access and use the Licensed Software under this Agreement.
- F. “Maintenance” means optional maintenance and support services provided to LICENSEE by LICENSOR pursuant to Section 7 below.
- G. “Products” means the Licensed Software, Licensed Material, Hardware and Third-Party Products provided to LICENSEE by LICENSOR under this Agreement.
- H. “Professional Services” means implementation, customization, consulting and any other professional services to be provided by LICENSOR to LICENSEE from time to time pursuant to the terms of this



Agreement as specifically set forth in a Rider and/or a SOW (or other document agreed by the Parties).

- I. “Representative” shall mean any of a Party’s directors, officers, employees and agents.
- J. “Services” means Maintenance, Training and Professional Services provided by LICENSOR to LICENSEE pursuant to Section 7 below.
- K. “Source Code” means a version of the Licensed Software that is written in a common programming language and is intended to be human-readable.
- L. “SOW” means a Statement of Work entered into by the Parties which describes Services to be provided by LICENSOR.
- M. “Third-Party Products” means any products manufactured by a party other than LICENSOR and specifically excludes the Licensed Software and Licensed Material.
- N. “Training” means training services as provided by LICENSOR to LICENSEE pursuant to Section 7 below.

4. License Grant

- A. Grant. Subject to the terms and conditions of this Agreement and any Rider hereto, LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, a non-exclusive, non-transferable (except according to the terms of this Agreement), fully paid license to use and access (in and from the LICENSEE Operating Facility identified on a Rider) the Licensed Software and Deliverables (and their corresponding Licensed Material) which are identified on a Rider hereto or in a SOW (or other document agreed by the parties), for the purpose of LICENSEE’s internal business operations only (the “License”). The License granted herein expressly incorporates the additional terms and conditions, such as but not limited to the term of the License, type of license, and number of permitted users, if applicable, as set forth on a Rider or in a SOW (or other document agreed by the Parties). In the absence of a specified license term on any Rider, the term of the license shall be deemed to be perpetual. Changes in the terms of the License, including without limitation transfer of the Licensed Software from the designated LICENSEE Operating Facility and a change in the maximum number of permitted users, shall not take place without the express written permission of LICENSOR and shall be subject to any change limitations set forth in this Agreement or issued by LICENSOR. To the extent that LICENSEE purchases any Third-Party Products under this Agreement, such products shall be licensed to LICENSEE pursuant to the specific third-party licensing terms provided by the third party. In the event a Third-Party Product is not accompanied by specific Third-Party Product licensing terms, the licensing terms contained in this Section 4 shall govern such Third-Party Product.
- B. Copies. Subject to the terms and conditions of this Agreement and the applicable Rider hereto, LICENSEE may execute one copy of the Licensed Software for the sole purpose of back-up (disaster recovery) support.
- C. Restrictions. LICENSEE expressly acknowledges that it shall not, and shall not permit any Representative to, directly or indirectly, (1) use, access, copy, or distribute any Licensed Software, Licensed Material, Deliverable or any derivative works thereof, except to conduct LICENSEE’s internal business operations from the LICENSEE Operating Facility (which LICENSEE acknowledges shall specifically exclude the operation of commercial service bureaus any other data-processing outsourcing services offered to third parties); (2) copy, distribute, or disclose any Licensed Software, Deliverable, Licensed Material, or any derivative works thereof, except to LICENSEE and its Representatives within the applicable scope and other applicable terms and conditions of the License; (3) sell, lease, sublicense, grant any rights in, or otherwise offer, provide or make any Licensed Software, Deliverable, Licensed Material, or any derivative works thereof available to anyone for reference, use, access or other application, except as expressly



permitted in this Agreement; (4) alter or remove any copyright, trademark, or other protective or proprietary notices contained in or on any portion of the Licensed Software, Deliverables, Licensed Material or any derivative works thereof; or (5) modify, translate, reverse-engineer, decompile, or disassemble the Licensed Software or Deliverables, or create derivative works based on any portion of the Licensed Software, Deliverables or Licensed Material, except as expressly permitted by this Agreement or agreed by the Parties in writing.

- D. Ownership. LICENSEE acknowledges that the Licensed Software, Deliverables, Licensed Material, any updates, upgrades, enhancements, improvements, or modifications thereof, any copies or derivative works thereof (made by LICENSEE or otherwise and including without limitation translations, compilations and partial copies with modifications and update works), and all patent, copyright, trade secret, trademark and other proprietary rights therein, as well as any tools, utilities, methodologies, design concepts, techniques, knowledge or know-how owned, used or developed by LICENSOR or its suppliers or resulting from LICENSOR's performance of the Services, are and shall remain the property of LICENSOR or its suppliers.
- E. Source Code Escrow. LICENSOR does not provide or license any Source Code under this Agreement. However, unless otherwise noted in the Licensed Materials, the Licensed Software is the subject of a source code escrow agreement with a third party (the "Escrow Agreement") which controls access to or use of Source Code and LICENSEE may elect, at LICENSEE's sole cost and expense, to become a beneficiary under the Escrow Agreement.
- G. Tax-exempt Status. LICENSEE warrants that it is exempt from all sales, use and excise taxes that may otherwise apply to the transaction(s) facilitated pursuant this Agreement and any Rider hereto.

5. Fees, Payment Terms and Taxes

- A. Fees and Payment Terms. *In consideration of the Products and Services provided by LICENSOR hereunder, LICENSEE shall pay the fees and expenses specified in a Rider and/or an applicable SOW (or other document agreed by the Parties) ("Fees") within thirty (30) days of receipt of invoice. In the event that any invoice submitted by LICENSOR in accordance with this Agreement is not paid by LICENSEE within forty-five (45) days of its receipt, then LICENSEE shall pay interest on any past-due amounts at the rate of one and one half percent (1and ½ %) per month, and LICENSOR shall have the right to withhold any or all Products and/or Services from LICENSEE in addition to any other remedies available to LICENSOR.*
- B. Shipping and Handling. LICENSEE shall also reimburse LICENSOR for reasonable shipping and handling charges actually incurred by LICENSOR in the delivery of any Products and Services.
- C. License Transfer Fee. In the event LICENSEE desires to transfer the Licensed Software to an unrelated third party ("Transferee"), such transfer shall be conditioned upon execution of a Master License Agreement by Transferee and payment by Transferee of (i) a Transfer Fee equal to fifty (50%) percent of the then current list price for the Licensed Software to be transferred and (ii) in the event Maintenance was discontinued with respect to the Licensed Software to be transferred, payment of all back Maintenance Fees due for the period of discontinuance, in addition to paying the current year's Maintenance Service Fees in advance, such current year to commence upon the effective date of the transfer.

6. Warranty

- A. Conformance to Specifications. LICENSOR warrants that, during the warranty period commencing upon delivery of the Licensed Software to LICENSEE and continuing thereafter for a term of thirty (30) days (the "Warranty Period"), the Licensed Software shall conform as delivered by LICENSOR in all material respects to its specifications set forth in the corresponding release of Licensed Material (including without limitation any Year 2000/ Century Date Compliance specifications set forth therein). Provided LICENSEE notifies



LICENSOR of the Licensed Software's non-conformance to the specifications during the Warranty Period, LICENSOR's sole obligation under the warranty provisions of this Section 6 shall be at LICENSOR's option to repair or replace the non-conforming Licensed Software.

- B. Third-Party Products. The warranty and remedies set forth in Section 6A above do not apply to any Third-Party products. LICENSOR hereby assigns to LICENSEE all warranties that have been granted to LICENSOR by third party vendors regarding Third-Party Products to the extent that such warranties can be assigned.
- C. **LIMITED WARRANTY. THE WARRANTIES PROVIDED IN SECTIONS 6A AND 6B CONSTITUTE THE ONLY WARRANTIES BY LICENSOR HEREUNDER, AND THE WARRANTY REMEDIES GIVEN IN SECTIONS 6A AND 6B SHALL BE THE SOLE REMEDIES AVAILABLE TO LICENSEE IN THE EVENT OF A DEFECT OR WARRANTY CLAIM ON THE PRODUCTS, SERVICES AND DELIVERABLES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, LICENSOR DISCLAIMS, AND LICENSEE EXPRESSLY WAIVES, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, SERVICES AND DELIVERABLES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, AND ANY WARRANTY THAT THE PRODUCTS, SERVICES AND DELIVERABLES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.**

7. Services

Maintenance. In the event LICENSEE elects to receive Maintenance (the term of which shall be one (1) year and shall be automatically renewed for additional one (1)-year terms unless LICENSEE notifies LICENSOR in writing sixty (60) days prior to the end of the Maintenance term of LICENSEE's intention not to renew), LICENSOR shall, subject to the terms and conditions of this Agreement, provide Maintenance for the Licensed Software in accordance with the Maintenance program terms set forth on Exhibit A hereto. Each year, the non-refundable Maintenance Fee will be equal to the amount set forth in the Rider, subject to annual increase, such increase not to exceed the lesser of (i) 5% or (ii) the percentage increase in the US Consumer Price Index (All Urban Consumers- Other goods and services, Unadjusted) for the preceding calendar year.

If LICENSEE elects not to obtain Maintenance for the Licensed Software as provided hereunder at any time, or if such service is terminated or lapses pursuant to the terms of this Agreement, LICENSEE may continue to use and access the Licensed Software pursuant to the License granted hereunder but will not be entitled to receive any related Maintenance therefor. LICENSOR, at its sole option, may permit LICENSEE to reinstate such Maintenance once inactive by paying all Maintenance Fees for the cumulative periods during which Maintenance was available hereunder but inactive.

LICENSOR shall use commercially reasonable efforts to make available to LICENSEE the standard maintenance and support services provided to LICENSOR by the suppliers of any Third Party Products provided by LICENSOR hereunder. LICENSOR does not guarantee, or make any warranty whatsoever, with respect to such services.

- A. Training. During the term of this Agreement, LICENSEE may purchase Training, as described in a Rider and/or a SOW (or such other document agreed by the Parties), from LICENSOR with respect to the Licensed Software and, if applicable, the Deliverables, for the Fees set forth in the Rider and/or a SOW (or such other document agreed by the Parties).
- B. Professional Services. During the term of this Agreement, LICENSEE may request LICENSOR to perform Professional Services. Professional Services, and any Deliverables, shall be described in a Rider and/ or a



SOW (or such other document agreed by the Parties) and shall be provided for the Fees set forth in a Rider and/or a SOW (or such other document agreed by the Parties).

8. Protection of Proprietary Information; Publicity

- A. Background. In the course of performing this Agreement, it is anticipated that either Party may disclose or deliver to the other Party certain of its "Proprietary Information" (as defined below). The Parties desire to assure the confidentiality of such Proprietary Information in accordance with the terms of this Agreement. The Party disclosing Proprietary Information is referred to herein as the "Discloser" and the Party receiving such Proprietary Information is referred to herein as the "Recipient".
- B. Proprietary Information. As used in this Agreement, "Proprietary Information" shall mean (1) any information, in whatever medium, that the Discloser discloses to the Recipient and that should reasonably be treated as confidential (as a result of written designation, circumstances of disclosure, or otherwise), together with derivatives of such information whether created by the Discloser or the Recipient (including without limitation any translations, compilations, whole or partial copies, modifications, update works, or other representations, abstracts, summaries or notes, whether alone or incorporated into other materials), and (2) any information relating to the terms of this Agreement. Proprietary Information of LICENSOR includes, by way of example and not limitation, all Products and Deliverables.
- C. Non-Disclosure and Restricted Use of Proprietary Information. The Recipient shall not, directly or indirectly, disclose Proprietary Information to any person other than its authorized Representatives. The Recipient shall, and shall cause its authorized Representatives to, use Proprietary Information solely for the purpose of performing this Agreement in accordance with its terms, hold all Proprietary Information (and copies thereof) in strictest confidence, and maintain the same in a manner consistent with the preservation of the Discloser's rights herein. Except as expressly permitted under this Agreement, the Recipient shall not, and shall cause its authorized Representatives not to, directly or indirectly, use, exploit, copy, alter, reverse engineer, decompile or disassemble Proprietary Information for its own benefit or the benefit of any third party. The Recipient shall be liable for any breaches of the Proprietary Information provisions of this Agreement by itself and by its Representatives. The Recipient's obligations of confidentiality and nondisclosure regarding any Proprietary Information of the Discloser shall survive this Agreement.
- D. Limitation on Obligations. The obligations of the Recipient specified in the immediately preceding paragraph C shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:
- (1) *is or becomes publicly available other than through a breach of this Agreement;*
 - (2) *is in the Recipient's possession at the time of disclosure other than as a result of Recipient's breach, or to Recipient's knowledge and reasonable belief any third party's breach, of any legal or contractual obligation;*
 - (3) *is disclosed to the Recipient by a third party other than as a result of Recipient's breach, or to Recipient's knowledge and reasonable belief any third party's breach, of any legal or contractual obligation;*
 - (4) is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
 - (5) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides written notice of such disclosure to the Discloser and takes reasonable and lawful to avoid and/or minimize the extent of such disclosure.



- E. Ownership of Proprietary Information. The Recipient agrees that the Discloser is and shall remain the exclusive owner of its Proprietary Information (including without limitation any derivative works or representations thereof) and all patent, copyright, trade secret, trademark and other intellectual property rights therein. Except as expressly set forth in the provisions of the limited License granted hereunder, the Discloser does not, by disclosing Proprietary Information to the Recipient hereunder or otherwise: (1) grant any other express or implied license or other conveyance of rights to Recipient with respect to Proprietary Information or any of the Discloser's other intellectual property, whether made, conceived, or acquired prior to, on or after the Effective Date; or (2) forfeit its ability, without prejudice, to protect its rights with respect to its Proprietary Information or such other intellectual property.
- F. Return of Proprietary Information Upon Request of Discloser. The Recipient, promptly upon the request and at the option of the Discloser, shall (1) return to the Discloser all manifestations of Proprietary Information (other than the Products received by the Recipient pursuant to this Agreement, the return or destruction of which shall be governed by Sections 8.G. and 11.B below), in whatever medium (including without limitation any notes, drawings and other copies, reproductions, derivative works or representations thereof), whether separate from or incorporated into other materials, and whether in possession or control of Recipient or its Representatives); or (2) destroy such Proprietary Information (and such aforesaid copies, derivative works and representations thereof) and provide the Discloser written certification of such destruction by an officer of Recipient.
- G. Return of Proprietary Information Upon Termination of Agreement. Within five (5) business days after the termination of this Agreement in accordance with its terms, each Recipient shall at Discloser's option either: (1) return to the Discloser all of such Discloser's Proprietary Information (including without limitation the Licensed Software, Licensed Material and Third-Party Products received by LICENSEE hereunder), in whatever medium (including without limitation any notes, drawings and other copies, reproductions, derivative works or representations thereof), whether separate from or incorporated into other materials, and whether in possession or control of Recipient or its Representatives; or (2) destroy such Proprietary Information (and such aforesaid copies, derivative works and representations thereof); and in either case each Party shall provide the other written certification of compliance with this provision by an officer of such Party.
- H. Publicity and Press Releases. LICENSOR may only issue press releases and other public statements regarding this Agreement with the express written approval of LICENSEE.

9. Indemnification

- A. By LICENSOR. Upon prompt notification in writing of any action (and all prior related claims) brought against LICENSEE based on a claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, LICENSOR shall defend, indemnify and hold LICENSEE harmless against such action at LICENSOR's sole expense and pay all costs and damages finally awarded in such action or settlement which are attributable to such claim. LICENSOR shall control the defense of any such action in cooperation with the Michigan Department of Attorney General. All settlements must have the written approval of the Department of Attorney General, which shall not be unreasonably withheld. LICENSEE shall cooperate fully with LICENSOR in the defense, settlement or compromise of any such action. Notwithstanding anything to the contrary contained herein, LICENSOR shall not have any liability to LICENSEE to the extent that any infringement or claim thereof is based upon (i) use of the Licensed Software in combination with equipment or software not supplied by LICENSOR where the Licensed Software would not itself be infringing, (ii) compliance with LICENSEE's designs, specifications or instructions, (iii) use of the Licensed Software in an application or environment for which it was not designed or (iv) modifications of the Licensed Software by anyone other than LICENSOR without LICENSOR's prior written approval. Notwithstanding the above, LICENSOR's indemnification obligations shall be extinguished and relieved if LICENSOR, at its discretion and at its own expense (a) procures for LICENSEE the right, at no additional



expense to LICENSEE, to continue using the Licensed Software; (b) replaces or modifies the Licensed Software so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Licensed Software; or (c) in the event (a) and (b) are not practical, immediately refund to Licensee the amortized license fees paid by LICENSEE with respect to the infringing Licensed Software, or infringing portion thereof, based on a five (5) year amortization schedule.

The obligations of LICENSOR to LICENSEE as set forth in the previous paragraph do not apply to Third Party Products. LICENSOR hereby assigns to LICENSEE all intellectual property infringement indemnification benefits and obligations that have been granted to LICENSOR by third-party vendors regarding Third-Party Products to the extent that such benefits and obligations can be assigned.

THE FOREGOING PROVISIONS CONTAINED IN SECTION 9A STATE LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY WITH RESPECT TO INFRINGEMENT OR ALLEGED INFRINGEMENT BY THE PRODUCTS, SERVICES, AND DELIVERABLES OF PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF THIRD PARTIES.

10. Limitation of Liability

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN: (A) NEITHER LICENSOR, ITS AFFILIATES OR ITS REPRESENTATIVES SHALL BE LIABLE TO LICENSEE, ITS AFFILIATES OR ITS REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OR INTERRUPTION OF REVENUES, PROFITS, BUSINESS, DATA OR INFORMATION; AND (B) THE LIABILITY OF LICENSOR, ITS AFFILIATES, AND ITS REPRESENTATIVES UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT OR OTHERWISE, BUT NOT INCLUDING LIABILITY UNDER ANY INDEMNIFICATION PROVISIONS OR SECTION 8, PROTECTION OF PROPRIETARY INFORMATION), SHALL BE LIMITED TO THE AMOUNT PAID BY LICENSEE HEREUNDER ON THE PURCHASE OF PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

11. Termination

A. This Agreement may be terminated:

- (1) by either Party immediately upon written notice of termination in the event that the other Party does not cure any material breach of this Agreement by it or its Representatives within thirty (30) days after receiving written notice of said material breach;
- (2) by either Party immediately upon written notice in the event that the other Party terminates, winds up, liquidates or suspends its business, voluntarily or otherwise, or becomes insolvent, becomes subject to direct control by a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal or state statute.
- (3) by LICENSEE for its own convenience or in the event of legislative non-appropriation of the funds assigned to this Agreement.

B. Upon termination of the Agreement for any reason, (1) LICENSEE will discontinue all use of and access to the Products (excluding Hardware), (2) each Party shall return or destroy the other party's Proprietary Information (including without limitation the Products, excluding Hardware) as provided in Section 8 hereof, and (3) LICENSEE shall in accordance with Section 5 hereof, except in the event of termination for non-appropriation, pay any and all amounts due and owing to LICENSOR for Products and Services, including without limitation any Professional Services performed through the effective date of termination and all Maintenance and Training.



C. The following provisions of this Agreement shall survive any termination of this Agreement: Sections 4.C and 4.D, 5, 6.C, 7.D, 8, 10, and 11.B and C, and Sections 13 through 25 inclusive.

12. Binding Agreement; Conditions to Assignment

This Agreement will be binding upon and inure to the benefit of each Party’s permitted assigns. LICENSEE may not assign or transfer, directly or indirectly (whether by contract, operation of law, or otherwise), this Agreement or any rights or obligations hereunder without the prior written approval of LICENSOR, and, in the event permission to assign or transfer is granted by LICENSOR, the assignment and transfers of Licenses shall be subject to the conditions of LICENSOR set forth in Section 5.C. Any attempted assignment or transfer in violation of the terms of this Agreement will be void and of no force or effect.

13. Notices

All notices sent under this Agreement shall be to the respective addresses set forth below. All notices hereunder shall be in writing and shall be deemed to have been duly given as of the business day delivered personally or by facsimile (with confirmation of receipt), as of one business day after delivery to an internationally recognized overnight delivery service (e.g., FEDEX, DHL, etc.) charges prepaid, or as of three business days after being sent by registered or certified mail, postage prepaid, to the party at the address set forth below. Changes to such notice contact information shall be effective upon delivery to the other party of a notice of such change in accordance with this Section.

Notices to LICENSEE:

Notices to LICENSOR:

State of Michigan
Attention: [Notice Contact] Whitnie Zuker
[Street Address] 525 West Allegan
[Office#/Floor #] Constitution Hall, 1st Floor
[City, State ZIP] Lansing, MI 48933
Facsimile: [517-335-0046]

Thermo LabSystems Inc.

Attention: Corporate Counsel
1601 Cherry Street
Suite 1200
Philadelphia, PA19102
Facsimile: 215.964.6041

With a copy to:

Thermo Fisher Scientific Inc.
Attention: General Counsel
81 Wyman Street
Waltham, Massachusetts 02454
Facsimile: (781) 622-1283

14. Audits

LICENSOR reserves the right to audit LICENSEE’s compliance with the terms of this Agreement, including without limitation LICENSEE’s Use of the Products, at LICENSOR’s expense; provided, however, that (i) such audits shall not unreasonably disturb LICENSEE’s business operations ; (ii) to the extent reasonably possible, LICENSOR shall conduct such audits remotely, and under no circumstances will LICENSOR be granted access to confidential State premises; and (iii) any audits conducted by physical presence on LICENSEE’s premises shall be supervised by LICENSEE and require at least five (5) business days advance written notice and shall be conducted during normal business hours. In the event that it is determined that a LICENSEE’s breach of this Agreement is discovered as a result of an audit, LICENSEE agrees to reimburse LICENSOR for all costs associated with such audit in addition to all costs associated with curing such breach.

15. No Joint Venture or Agency

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the Parties, it being understood that the Parties are independent



contractors vis-à-vis one another. Except as specified herein, no Party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other Party hereto.

16. Export Laws; Government Use

LICENSEE acknowledges that the Products and Deliverables (collectively "Items") may be subject to export controls of the U.S. government and export controls of governments of other countries. Such export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict the export of Items from the United States and their re-export from other countries. LICENSEE shall comply with all applicable laws, regulations, laws, treaties, and agreements relating to the export or re-export of any Item. LICENSEE shall obtain and maintain, at its own expense, any governmental consents, authorizations, approvals, filings, permits or licenses required for it to export or import any Item under this Agreement and, without limiting the foregoing, shall not, without first obtaining permission to do so from the appropriate U.S. government agencies, (i) export or re-export any Item into any of those countries listed from time to time in the EAR as countries subject to general embargoes or to any persons who are specially designated nationals of such countries or (ii) export, re-export, distribute or supply any Item to a person if LICENSEE knows that such person intends to export or re-export the Item to any such embargoed country or a national thereof or intends to use or allow others to use the Item for activities related to weapons or their delivery. In no event shall LICENSEE export or re-export, or require LICENSOR to export any Item to any location if such action would violate LICENSOR's policy, as amended from time to time, which prohibits all business with (including all sales or shipment of Products to or provision of Services within) certain restricted countries, entities and individuals, including without limitation Cuba, Iran, Libya and Sudan. LICENSEE shall cooperate fully with LICENSOR in any official or unofficial audit or inspection related to this Agreement in connection with the export control laws or regulations of the U.S. government and other governments. .

Any use of the Products by any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be conditioned on the U.S. Government agreeing that use of the Products is subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations, or similar acquisition regulations of other applicable U.S. Government organizations.

17. Force Majeure

Neither Party shall be liable for delays in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to, the other Party's failure to furnish necessary information, acts of God, acts of Government authorities, sabotage, accidents, failure or delays in transportation or communications, or shortages of labor, fuel, raw materials, or equipment.

18. Governing Law

The construction, interpretation and performance of this Agreement shall be governed in accordance with the substantive laws of the State of Michigan and venue shall lie in the Michigan Court of Claims. This Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, which provisions are hereby expressly disclaimed.

19. Forum; No Jury Trial

Any claim by either Party under this Agreement will be brought in the United States District Court or the Massachusetts Superior Court (or equivalent) for the division in which LICENSOR's principal offices are then located, and each Party hereby submits to the personal jurisdiction of these courts, waives all objections to placing venue before them, and waives any right it may have under applicable law or otherwise to trial by jury.

20. Remedies; Recovery

A breach of any of the promises or agreements contained herein will result in irreparable and continuing harm to the non-breaching Party for which there may not be an adequate remedy at law, and the non-



breaching Party shall be entitled to seek an injunction, specific performance, or such other equitable relief to protect its rights hereunder. Such equitable remedies are in addition to whatever rights a Party may have to obtain an award of damages or other relief to enforce this Agreement.

21. Waiver

The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. A failure of either Party to exercise any right provided for herein will not be deemed to be a waiver of any other right.

22. Severability

Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions will remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties and the subject matter, or by an arbitrator, the Parties agree that the invalid or unenforceable provision will be replaced with a valid provision which approximates the intent and economic effect of the invalid provision as closely as possible.

23. Entire Agreement; Precedence; Amendment

This Agreement, together with any Riders and any SOW, including its terms and conditions, constitutes the entire agreement between LICENSOR and LICENSEE concerning the license grant hereof, and supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such license grant. In the event any Software contains an embedded end user license agreement or "click-thru" license agreement, this Agreement shall supercede such agreement. In the event of a conflict between the provisions of this Agreement and any attachment, exhibit or schedule hereto or SOW or any other document, the provisions set forth in this Agreement shall govern. No modification or amendment of this Agreement shall be effective unless it is subsequently made in writing and signed by duly authorized representatives of LICENSOR and LICENSEE.

24. Captions and Headings

The captions and headings used in this Agreement are solely for reference and have no legal effect whatsoever and shall not in any way affect the interpretation or construction of this Agreement.

25. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

LICENSOR:

LICENSEE:

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:



EXHIBIT A- MAINTENANCE AND SUPPORT POLICY

Maintenance and Support Terms

The Maintenance and Support terms set forth herein apply only to Thermo LabSystems, Inc.'s ("LICENSOR") core, standard, out-of-the box products licensed to you ("LICENSEE") and do not apply to any customizations to such products or to any specialty, third-party or customized products. The terms and conditions contained herein may be updated by LICENSOR at any time for any reason .

For the purpose of this document, "Errors, Defects, and Omissions" means and include deviations within the Licensed Software which prevent its successful operation in accordance with its specifications set forth in the Licensed Material. The Maintenance provisions of this Agreement shall specify, among other things, LICENSOR's obligations with respect to the following types of Errors, Defects, and Omissions:

Critical Error" means an Error, Defect, or Omission which causes the Licensed Software to be unusable.

High Impact Error" means an Error, Defect or Omission which has a material adverse impact on LICENSEE's ability to use the Licensed Software.

Other Error" shall mean an Error, Defect, or Omission which is not a Critical Error or a High Impact Error.

(i) Election to Receive Maintenance. In the event LICENSEE elects to receive Maintenance (the term of which shall be one (1) year commencing upon the license of the Licensed Software and shall be automatically renewed for additional one (1)-year terms unless LICENSEE notifies LICENSOR in writing sixty (60) days prior to the end of the Maintenance term of LICENSEE's intention not to renew), LICENSOR shall, subject to the terms and conditions of this Agreement, provide the maintenance service described below ("Maintenance") for the Licensed Software.

(ii) Lapsed Maintenance Service and Reinstatement. If LICENSEE elects not to obtain Maintenance for the Licensed Software as provided hereunder , or if such service is terminated or lapsed pursuant to the terms of this Agreement, LICENSEE may continue to Use and Access the Licensed Software pursuant to the License granted hereunder but will not be entitled to receive any related Maintenance therefor. LICENSOR, at its sole option, may permit LICENSEE to reinstate such Maintenance once inactive by paying (1) all Maintenance Fees for the cumulative periods during which Maintenance was available hereunder but inactive and (2) Maintenance Fees for the new one-year term at the then applicable rate.

(iii) Maintenance Service. Upon LICENSEE's payment for Maintenance as specified on the related Maintenance invoice, LICENSOR shall provide the following Maintenance for the Licensed Software:

(1) Correction, to the extent commercially reasonable, of any Errors, Defects or Omissions in the Licensed Software which cause it not to operate in accordance with its specifications as set forth in the Licensed Material, in the following priority:

in the event of a Critical Error, immediately initiate remote diagnostics and troubleshooting techniques within the initial response time and, in the event no work-around or solution to the functional Error results, promptly engage LICENSOR's Development group to attempt to create an Error solution for provision to LICENSEE and inform LICENSEE of the resolution plan and status;



in the event of a High Impact Error, immediately initiate remote diagnostics and troubleshooting techniques within the initial response time, attempt to resolve the Error through replication and, in the event no work-around or solution to the functional Error results, promptly engage LICENSOR's Development group to attempt to create an Error solution for provision to LICENSEE and inform LICENSEE of resolution plan and status;

in the event of an Other Error that disables functionality of the Licensed Software, attempt to resolve the Error through replication and, in the event no work-around or solution to the Error results, forward the Error to LICENSOR's Development group to attempt to validate, categorize and prioritize the Error with others reported by customers of the Licensed Software for the creation of a solution, provided either separately or as part of a Licensed Software update or revision as determined by LICENSOR;

in the event of an Other Error that that does not adversely affect the functionality of the unaltered Licensed Software in its current release, or that contemplates an enhancement or update to the functionality of the current release of the Licensed Software, in each case as reasonably determined by LICENSOR, give reasonable consideration to accommodating such performance enhancement request in upcoming releases and updates to the Licensed Software available under its Maintenance.

(2) Provision of telephone support service, from 8:30 a.m. to 5:00 p.m. (local support center time) Mondays through Fridays, excluding holidays. LICENSOR will acknowledge and respond within four (4) business hours to any problem reported by LICENSEE. LICENSEE may access standard telephone support during local business hours in local time zones and, in the event of an issue arising during off hours for LICENSEE's local support center, LICENSEE may use LICENSOR's global support locations to resolve issues in a timely manner. Local support desks may route support incidents to other support desks where appropriate to provide support to LICENSEE outside local business hours (this approach is referred to as "Follow the Sun" support service). Utilizing Follow the Sun support service may not result in improved response times.

(3) Notification and provision to LICENSEE of new versions, releases, updates and enhancements to the Licensed Software as they are developed and released by LICENSOR, including update solutions for known Errors, Defects and Omissions in the unaltered Licensed Software, applicable LICENSEE/server upgrades, and related updates to the Licensed Material, in each case limited to such updates or enhancements relating to the speed, efficiency or ease of operation of the Licensed Software and specifically excluding any modification, enhancement or update relating to new features or other functionality or marketed by LICENSOR as a separate Licensed Software computer program.

(4) Provision of Software License Replacement in the event of a change in Designated Equipment on which the Licensed Software is originally installed; provided, however, that any such modifications in excess of the applicable change limitations set forth on Schedule A shall not be included under maintenance and shall be subject to the terms, conditions, and pricing as set forth in Schedule B or, if absent from Schedule B as set forth on LICENSOR's standard pricing schedule.

(iv) Maintenance at LICENSOR or LICENSEE Facilities. LICENSOR may provide Maintenance at LICENSOR's facilities. If no resolution can be made to correct Critical or High Impact Errors, Defects, or Omissions in the Licensed Software at LICENSOR's facilities, then upon request by LICENSEE, LICENSOR will attempt to resolve such problem at LICENSEE's Operating Facilities, and, in such event, LICENSEE agrees to provide LICENSOR reasonable access to the designated LICENSEE Operating Facilities, reasonable LICENSEE user support to assist LICENSOR in correcting any such Errors, Defects or Omissions. In the event that the Error, Defect or Omission is reasonably determined by LICENSOR not to be within the unaltered Licensed Software, then LICENSEE will reimburse LICENSOR for reasonable time and materials, in addition to reasonable travel expenses, related to such Maintenance.



(v) LICENSEE Maintenance Service Obligations. While Maintenance is in effect, LICENSEE: (1) shall provide LICENSOR with a list of authorized LICENSEE Representatives serving as LICENSEE's Maintenance contact personnel, which shall be kept current by updating not more than quarterly; and (2) shall implement updates, revisions, new releases or successor programs to the Licensed Software that LICENSOR provides at no additional charge to all its Maintenance customers for such program, such that LICENSEE has installed a version of Licensed Software released within the prior five (5) year period. If LICENSEE's installed version of the Licensed Software was released more than five (5) years earlier, then following the expiration of the LICENSEE's current Maintenance renewal term, LICENSOR shall have no Maintenance obligations with respect thereto and may, at its option, decline to offer any further renewals of such Maintenance service to LICENSEE.

(vi) Hardware. LICENSOR's Maintenance and Support program for hardware provided by LICENSOR to LICENSEE covers replacement or repair, in LICENSOR's discretion, of any hardware component that fails to operate in accordance with specifications due to defect or ordinary wear and tear. In the event LICENSEE has subscribed to Maintenance and Support for hardware and requires servicing for a hardware component, LICENSEE shall contact LICENSOR's Maintenance and Support representative to obtain a service authorization number. The Maintenance and Support representative will issue an authorization number to LICENSEE and provide LICENSEE with instructions for shipment of the component (at LICENSEE's cost) to LICENSOR for servicing. LICENSOR in its sole discretion will then repair or replace any hardware component which does not operate in accordance with component specifications and return the repaired or new component to LICENSEE.

LICENSOR's obligation to maintain and service hardware components shall not apply to:

1. Components that are consumables (e.g., bulbs, belts, etc.).
2. Damages arising from catastrophic events including, but not limited to, theft, fire, flood, or other acts of nature.
3. Components which have been modified in any way by the LICENSEE, or third-parties contracted by the LICENSEE, without LICENSOR's written consent.
4. Components that fail as a result of the installation and/or integration of hardware by the LICENSEE or third-parties contracted by the LICENSEE.
5. Components that fail as a result of abuse or neglect by LICENSEE.

If LICENSOR establishes, in its reasonable discretion, that: (i) no problem existed; or (ii) the problem resulted from any of the circumstances described above, then LICENSOR shall invoice LICENSEE for LICENSOR's reasonable services in investigating or correcting the problem at LICENSOR's then-current rates for such services. If there has been any lapse in Maintenance and Support coverage for hardware and LICENSEE desires to renew coverage, LICENSOR reserves the right to inspect the hardware at LICENSEE's cost before agreeing to renew coverage.



**RIDER NO. 1
MASTER LICENSE AGREEMENT**

Rider Date _____

Agreement Date _____

Licensee _____

This Rider No. 1 ("Rider No. 1") to the Master License Agreement (hereafter "the License Agreement") is entered into by and between Thermo LabSystems Inc., a Massachusetts corporation having a place of business at 1601 Cherry Street, Suite 1200, Philadelphia, Pennsylvania 19102 (hereafter "LICENSOR") and the LICENSEE identified at the signature block on the last page of this Rider No. 1. In consideration of the mutual covenants exchanged in this Rider No. 1 and in the License Agreement, and intending to be legally bound hereby, LICENSOR and LICENSEE agree as follows.

PRICING SCHEDULE

PRODUCT

Item	Qty	Part#	Description	Unit Price	Final Price
1	30	INF-11000	SampleManager Concurrent User Licenses for SampleManager Client Server LIMS		No Charge
2					
3					
4					
<i>TOTAL</i>					
OPTIONAL COMPONENTS					
O1					
O2					
O3					
Support & Maintenance			Annual Support and Maintenance. (Based upon the prevailing maintenance amount for Lab Manager Licenses. Annual Maintenance Period will be from October 1, 2014 through September 30, 2015		\$30,486.00



SERVICES

Item	Qty	Part#	Description	Unit Price	Final Price
1	94	INF-19700	Implementation Services	\$1,700.00	\$159,800.00
2	5	INF-19851	Training Delivery at Customer Site	\$2,400.00	\$12,000.00
3					
4					
<i>TOTAL</i>					

Terms and Conditions

Concurrent User Licenses shall at any given time provide access to the Licensed Software by authorized users up to the number of concurrent user licenses installed on a Licensee production database. Each Named User License shall entitle a single individual to use the Licensed Software exclusively. All services are provided on a time and materials basis. Future services provided by Licensor to Licensee shall be provided at the rates set forth on Appendix A hereto. All expenses associated with the performance of services shall in all cases be borne by the Licensee including without limitation, airfare, ground transportation, accommodations and meals. Product licenses and validation service materials are billed as shipped. Validation and implementation services are billed as used. If applicable, licensed software installations are further identified on Appendix B hereto.

SPECIAL TERMS AND CONDITIONS (These Special terms and conditions apply to this Rider No. 1 only):

The terms of the License Agreement not modified by this Rider No. 1 shall remain in full force and effect. This Rider No. 1 together with the above referenced License Agreement constitutes the entire agreement of the parties and supersedes all prior understanding and agreements, whether written or oral. In the event of any discrepancy between the provisions of this Rider No. 1 and those of the License Agreement, the provisions of this Rider No. 1 shall apply.

In Witness Whereof, the parties by their authorized representatives have executed this Rider, which is made a part of the Agreement as of the date stated above.

Effective Date:

LICENSOR:

LICENSEE:

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:



Appendix A

Services Rates, per day, exclusive of expenses.

The rates set forth below shall be effective for a period of two years from the Effective Date for services performed in respect the software licensed pursuant to this Rider, such rates to be subject to annual increase, such increase not to exceed the lesser of (i) 5% or (ii) the percentage increase in the US Consumer Price Index (All Urban Consumers- Other goods and services, Unadjusted) for the preceding calendar year.

Implementation and Validation Services	\$1,700
Named Resource Services	\$2,200
Test Scripts Execution and Related Validation Services	\$1,200
Training Services at Licensee Site	\$2,400

Appendix B

Licensed System Identification

<i>LICENSEE Operating Facility Address</i>	<i>Quantity of Licenses</i>	<i>Type of License</i>	<i>LICENSEE Contact Name</i>	<i>LICENSEE Contact Telephone and Email</i>
<u>530 West Allegan, Lansing, MI 48909</u>	<u>30</u>	<u>SampleManager Concurrent User Licenses</u>	<u>John Kalanquin</u>	<u>kalanquinj@michigan.gov 1-517-322-5718</u>