

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

**CHANGE NOTICE NO. 7**  
 to  
**CONTRACT NO. 071B0200147**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Remel, Inc. 12076 Santa Fe Drive Lenexa, KS 66285	Ericka Ramirez	Bids&quotes@thermofisher.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	800-255-6730 ext 3304248	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH	Greg Rivet	517-335-5096	rivetg@michigan.gov
BUYER	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Media Reagents and Test Kits – Michigan Department of Community Health</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 1, 2010	April 30, 2013	2, 1 year options	April 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	April 30, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$262,566.41		

Effective immediately, the second option year available on this Contract is hereby utilized. The REVISED Contract end date is April 30, 2015. Effective immediately, pricing has been modified per the attached document. All other terms, conditions, pricing and specifications remain unchanged.

Per agency request, vendor agreement, and approval from DTMB-Procurement.

# Sales Quotation

## Remel and Oxoid Products

General Information: 800-255-6730 or remel@remel.com

12076 Santa Fe Trail Drive, Lenexa, KS 66215

To place an order: 800-621-8251

<b>Customer #:</b> GPO149	<b>Contact Name:</b>	<b>Quotation #:</b> 106906
<b>Account:</b> MI DEPT OF PUBLIC HEALTH 3350 N MLK BLVD BLDG 44 RM 15	<b>Contact Phone:</b>	<b>Customer Bid #:</b> Renewal
LANSING, MI 48906	<b>Contact Fax:</b>	<b>Contract Start:</b> 5/1/2014
	<b>Contact Email:</b>	<b>Contract Stop:</b> 4/30/2015
	<b>Sales Rep:</b> 3 Greg Hodgins	

Product	Product Description	Status	Price (each)	Units	Price (pkg)	Est. Qty (pkg)	Est. Total
CM0333B	T.C.B.S CHOLERA MEDIUM 500g	DCM & Additives	\$80.430	1	\$80.43	1	\$80.43
CM0669B	RAPPAPORT-VASSILIADIS (RV) BROTH 500g	DCM & Additives	\$48.890	1	\$48.89	1	\$48.89
DD0003T	X FACTOR SINGLE	ID Systems & Reagents	\$12.820	1	\$12.82	1	\$12.82
DD0004T	V FACTOR SINGLE	ID Systems & Reagents	\$12.760	1	\$12.76	1	\$12.76
DD0005T	X+V FACTOR SINGLE	ID Systems & Reagents	\$12.760	1	\$12.76	1	\$12.76
DD0013T	ONPG SINGLE DISCS	ID Systems & Reagents	\$31.880	1	\$31.88	1	\$31.88
DD0014T	O129 10 SINGLE DISCS	ID Systems & Reagents	\$15.330	1	\$15.33	1	\$15.33
DD0015T	O129 150 DISCS	ID Systems & Reagents	\$31.850	1	\$31.85	2	\$63.69
R01130	BHI Agar 10/PK	Prepared Media	\$1.716	10	\$17.16	1	\$17.16
R01200	Blood Agar,5% Sheep Blood 10/PK	Prepared Media	\$1.026	10	\$10.26	14	\$143.64
R01202	Blood Agar,5% Sheep Blood 100/PK	Prepared Media	\$0.224	100	\$22.40	98	\$2,195.20
R01215	Columbia Blood Agar w/5% SB 10/PK	Prepared Media	\$0.305	10	\$3.05	9	\$27.45
R01280	Campy Blood Agar 10/PK	Prepared Media	\$0.458	10	\$4.58	26	\$119.08
R01300	Chocolate Agar 10/PK	Prepared Media	\$0.224	10	\$2.24	74	\$165.76
R01302	Chocolate Agar 100/PK	Prepared Media	\$0.224	100	\$22.40	20	\$448.00
R01320	Columbia CNA w/5% Sheep Blood 10/PK	Prepared Media	\$0.259	10	\$2.59	14	\$36.26
R01339	BCYE w/PAC 10/PK	Prepared Media	\$1.310	10	\$13.10	10	\$131.00
R01346	Cystine Heart Agar 10/PK	Prepared Media	\$4.236	10	\$42.36	9	\$381.24
R01480	HE Agar (Hektoen Enteric) 10/PK	Prepared Media	\$0.422	10	\$4.22	41	\$173.02
R01483	HE Agar (Hektoen Enteric) 100/PK	Prepared Media	\$1.962	100	\$196.20	1	\$196.20
R01550	MacConkey Agar 10/PK	Prepared Media	\$0.224	10	\$2.24	29	\$64.96
R01552	MacConkey Agar 100/PK	Prepared Media	\$0.224	100	\$22.40	26	\$582.40
R01556	MacConkey w/Sorbitol 10/PK	Prepared Media	\$0.528	10	\$5.28	42	\$221.76
R01561	MacConkey w/Sorbitol 100/PK	Prepared Media	\$0.528	100	\$52.80	1	\$52.80
R01620	MH Agar (100mm) 10/PK	Prepared Media	\$1.693	10	\$16.93	5	\$84.65
R01622	MH Agar w/5% Sheep Blood (100mm) 10/PK	Prepared Media	\$0.481	10	\$4.81	9	\$43.29
R01917	TSA 100/PK	Prepared Media	\$0.224	100	\$22.40	44	\$985.60
R01998	Yersinia Sel (CIN) Agar 10/PK	Prepared Media	\$0.869	10	\$8.69	40	\$347.60
R02462	Nocardia Quad 10/PK	Prepared Media	\$4.221	10	\$42.21	4	\$168.84

R04050	MH Agar (150mm) 10/PK	Prepared Media	\$0.611	10	\$6.11	24	\$146.64
R05035	PRAS Chopped Meat Broth (7.5ml) 20/PK	Prepared Media	\$3.917	20	\$78.34	1	\$78.34
R060022	Acetate Differential Agar (slant) 20/PK	Prepared Media	\$0.916	20	\$18.32	8	\$146.56
R060292	Bile Esculin Agar (slant) 100/PK	Prepared Media	\$0.779	100	\$77.90	1	\$77.90
R060310	Blood Agar,5% Sheep Blood (slant) 100/PK	Prepared Media	\$0.699	100	\$69.90	1	\$69.90
R060312	Blood Agar,5% Sheep Blood (slant) 20/PK	Prepared Media	\$0.728	20	\$14.56	7	\$101.92
R060472	Cetrimide Selective Agar (slant) 20/PK	Prepared Media	\$0.786	20	\$15.72	1	\$15.72
R060482	Chocolate Agar (slant) 20/PK	Prepared Media	\$0.711	20	\$14.22	1	\$14.22
R060494	Simmons Citrate Agar (slant) 100/PK	Prepared Media	\$0.778	100	\$77.80	4	\$311.20
R060496	Simmons Citrate Agar (slant) 20/PK	Prepared Media	\$0.778	20	\$15.56	1	\$15.56
R060752	Decarboxylase Broth Base Ctl (5ml) 20/PK	Prepared Media	\$2.020	20	\$40.40	1	\$40.40
R060756	Decarboxylase Broth,Arginine (5ml) 20/PK	Prepared Media	\$2.020	20	\$40.40	1	\$40.40
R060760	Decarboxylase Broth,Lysine (5ml) 20/PK	Prepared Media	\$2.020	20	\$40.40	1	\$40.40
R060764	Decarboxylase Broth,Ornithine(5ml) 20/PK	Prepared Media	\$2.020	20	\$40.40	1	\$40.40
R060876	Esculin Hydrolysis Agar (slant) 100/PK	Prepared Media	\$0.667	100	\$66.70	1	\$66.70
R060878	Esculin Hydrolysis Agar (slant) 20/PK	Prepared Media	\$3.089	20	\$61.78	1	\$61.78
R061010	HI Agar (slant) 100/PK	Prepared Media	\$1.241	100	\$124.10	3	\$372.30
R061030	HI Broth (5ml) 100/PK	Prepared Media	\$1.241	100	\$124.10	2	\$248.20
R061288	Loefflers Medium (slant) 20/PK	Prepared Media	\$1.028	20	\$20.56	2	\$41.12
R061414	Motility Test Medium w/TTC (5ml) 20/PK	Prepared Media	\$3.171	20	\$63.42	2	\$126.84
R061536	Nitrate Broth w/DT (7ml) 20/PK	Prepared Media	\$0.827	20	\$16.54	16	\$264.64
R061552	Nitrite Broth w/DT (7ml) 20/PK	Prepared Media	\$1.028	20	\$20.56	2	\$41.12
R061902	OF Medium Base Control (4ml) 20/PK	Prepared Media	\$3.409	20	\$68.18	1	\$68.18
R061903	OF King Medium Base Control (5ml) 20/PK	Prepared Media	\$3.984	20	\$79.68	1	\$79.68
R061919	OF King Medium w/1% Dextrose (5ml) 20/PK	Prepared Media	\$4.461	20	\$89.22	1	\$89.22
R061947	OF King Medium w/1% Lactose (5ml) 20/PK	Prepared Media	\$4.564	20	\$91.28	1	\$91.28
R061951	OF King Medium w/1% Maltose (5ml) 20/PK	Prepared Media	\$3.871	20	\$77.42	1	\$77.42
R061955	OF King Medium w/1% Mannitol (5ml) 20/PK	Prepared Media	\$4.590	20	\$91.80	1	\$91.80
R061990	OF Medium w/1% Sucrose (4ml) 20/PK	Prepared Media	\$3.438	20	\$68.76	1	\$68.76
R061991	OF King Medium w/1% Sucrose (5ml) 20/PK	Prepared Media	\$3.984	20	\$79.68	1	\$79.68
R062182	Phenylalanine Agar (slant) 20/PK	Prepared Media	\$0.722	20	\$14.44	2	\$28.88
R062632	Pseudomonas F Agar (slant) 20/PK	Prepared Media	\$0.669	20	\$13.38	1	\$13.38
R062638	Pseudomonas P Agar (slant) 20/PK	Prepared Media	\$2.336	20	\$46.72	1	\$46.72
R065210	Urea Agar (slant) 100/PK	Prepared Media	\$0.690	100	\$69.00	20	\$1,380.00
R065212	Urea Agar (slant) 20/PK	Prepared Media	\$0.712	20	\$14.24	2	\$28.48
R07160	Tetrathionate Broth (10ml) 100/PK	Prepared Media	\$1.819	100	\$181.90	1	\$181.90

R07162	Tetrathionate Broth (10ml) 20/PK	Prepared Media	\$1.819	20	\$36.38	8	\$291.04
R08240	Chocolate Agar (slant) 20/PK	Prepared Media	\$0.827	20	\$16.54	31	\$512.74
R08382	GN Broth (10ml) 20/PK	Prepared Media	\$0.721	20	\$14.42	16	\$230.72
R08500	LJ Medium (slant) 100/PK	Prepared Media	\$0.813	100	\$81.30	100	\$8,130.00
R08518	LJ Medium w/5% NaCl (slant) 20/PK	Prepared Media	\$0.892	20	\$17.84	22	\$392.48
R08526	LJ Medw/2.5% Ferric Ammon Cit(slant)20/PK	Prepared Media	\$0.926	20	\$18.52	5	\$92.60
R08574	Mitchison 7H11 Selective (slant) 100/PK	Prepared Media	\$0.950	100	\$95.00	68	\$6,460.00
R09512	LJ Medium (5ml) 20/PK	Prepared Media	\$0.834	20	\$16.68	12	\$200.16
R09556	Middlebrook 7H9 Broth w/PS80(5ml) 100/PK	Prepared Media	\$1.126	100	\$112.60	54	\$6,080.40
R12505	M4RT(3ml) PK/72	Collection & Transport	\$96.560	1	\$96.56	2	\$193.11
R20343	Colorimeter Standard Kit, Vitek	Micro Supplies	\$89.130	1	\$89.13	1	\$89.13
R20421	MCFARLAND STD SET- 0.5-1-2-3-4	Micro Supplies	\$120.960	1	\$120.96	1	\$120.96
R21085	Hippurate Disk 25Disk/VL	ID Systems & Reagents	\$46.760	1	\$46.76	1	\$46.76
R21087	Indoxyl Acetate Disk 25Disk/VL	ID Systems & Reagents	\$52.310	1	\$52.31	1	\$52.31
R211173	Neisseria Enzyme Test (NET) KT/25TST	Rapid Tests	\$99.460	1	\$99.46	3	\$298.37
R21508	BactiDrop Desoxycholate PK/50	Stains & Reagents	\$79.070	1	\$79.07	1	\$79.07
R21534	BactiDrop Ninhydrin PK/50	Stains & Reagents	\$79.380	1	\$79.38	1	\$79.38
R24250	RIM E. coli O157:H7 Latex 50TST/KT	Agglutination Tests	\$118.280	1	\$118.29	5	\$591.43
R30167501	Neisseria meningitidis Gp B Mono 2ml/V	Agglutination Tests	\$355.560	1	\$355.56	1	\$355.56
R30854401	PYR Disk w/Reagent 100TST/KT	ID Systems & Reagents	\$174.880	1	\$174.88	2	\$349.75
R30950501	Streptex KT/50TST	Agglutination Tests	\$364.440	1	\$364.44	1	\$364.44
R40073	Gram Crystal Violet BTL/1gallon	Stains & Reagents	\$132.140	1	\$132.14	1	\$132.14
R40077	Gram Iodine Gallon	Stains & Reagents	\$142.520	1	\$142.52	2	\$285.03
R40079	Gram Safranin BTL/1gallon	Stains & Reagents	\$123.620	1	\$123.62	1	\$123.62
R450290	Egg Yolk Suspension 50% (100ml) each	DCM & Additives	\$46.690	1	\$46.69	4	\$186.76
R450592	ADC Enrichment (20ml) 10/PK	DCM & Additives	\$99.900	1	\$99.90	10	\$998.96
R54012	Sheep Blood,Defibrinated (100ml) each	DCM & Additives	\$48.580	1	\$48.59	4	\$194.34
R674999	Shigella flexneri Group (3)4 AS	Resale	\$94.020	1	\$94.02	1	\$94.02
R679002	Shigella flexneri Type I AS	Resale	\$94.020	1	\$94.02	1	\$94.02
R679019	Shigella flexneri Type II AS	Resale	\$118.560	1	\$118.56	1	\$118.56
R679026	Shigella flexneri Type III AS	Resale	\$94.020	1	\$94.02	1	\$94.02
R679033	Shigella flexneri Type IV AS	Resale	\$94.020	1	\$94.02	2	\$188.05
R679040	Shigella flexneri Type V AS	Resale	\$94.020	1	\$94.02	1	\$94.02
R679057	Shigella flexneri Group 6 AS	Resale	\$94.020	1	\$94.02	1	\$94.02
R679064	Shigella flexneri Type VI AS	Resale	\$94.020	1	\$94.02	2	\$188.05
R679071	Shigella flexneri Group 7(8) AS	Resale	\$94.020	1	\$94.02	2	\$188.05
R679088	Shigella flexneri Polyvalent B AS	Resale	\$132.290	1	\$132.29	1	\$132.29
R679135	Salmonella H-2 AS	Resale	\$366.310	1	\$366.31	8	\$2,930.51
R679194	Shigella boydii Polyvalent C1 AS	Resale	\$132.290	1	\$132.29	1	\$132.29
R679217	Shigella boydii Polyvalent C2 AS	Resale	\$132.290	1	\$132.29	1	\$132.29
R679231	Shigella boydii Polyvalent C3 AS	Resale	\$132.290	1	\$132.29	1	\$132.29
R679289	Salmonella H-x AS	Resale	\$366.310	1	\$366.31	1	\$366.31
R679309	Shigella boydii Polyvalent C AS	Resale	\$132.290	1	\$132.29	1	\$132.29
R679330	Shigella sonnei Polyvalent D AS	Resale	\$132.290	1	\$132.29	1	\$132.29
R679388	Salmonella O Factor 3, 10 AS	Resale	\$94.020	1	\$94.02	1	\$94.02
R679463	Salmonella Polyvalent O AS	Resale	\$132.290	1	\$132.29	1	\$132.29

R679569	E. coli H-7 AS	Resale	\$195.510	1	\$195.51	1	\$195.51
R679657	Salmonella Polyvalent O1 AS	Resale	\$132.290	1	\$132.29	1	\$132.29
R679798	E. coli O157 AS	Resale	\$95.050	1	\$95.05	1	\$95.05
R679890	Shigella dysenteriae Polyvalent A1 AS	Resale	\$132.290	1	\$132.29	2	\$264.57
R679982	Shigella dysenteriae Polyvalent A AS	Resale	\$132.290	1	\$132.29	2	\$264.57
R681001	Mitsubishi Pack-Anaero PK/20	Resale	\$59.850	1	\$59.85	2	\$119.70
R681005	Mitsubishi Pack-MicroAero PK/20	Resale	\$46.180	1	\$46.18	15	\$692.64
R681007	Mitsubishi Pack-CO2 PK/20	Resale	\$46.180	1	\$46.18	20	\$923.52
R684002	Mitsubishi RT Anaero-Indicator PK/25	Resale	\$30.260	1	\$30.26	4	\$121.03
R685028	Mitsubishi 0.4/2.5L Rect Jar Lid-No seal	Resale	\$49.930	1	\$49.93	1	\$49.93
R685029	Mitsubishi 0.4/2.5L Jar Silicon Seal	Resale	\$6.690	1	\$6.69	1	\$6.69
SR0172H	CEFIXIME TELLURITE SELECTIVE SUPP 2L	DCM & Additives	\$353.280	1	\$353.28	1	\$353.28

### General Information and Terms:

To Be Ordered As Needed

Please refer to Remel Quotation #106906 when making inquiries.

Payment terms are net thirty (30) days from date of invoice subject to approved credit and Seller's credit terms.

F.O.B. \$100 (Freight will be prepaid and added to the invoice for orders less than \$100)

Quoted pricing firm from 05/01/2014 to 04/30/2015.

The pricing contained in this quote will be made available in Seller's system as of the contract start date stated above. Depending on the applicable authorized distributor's policy, pricing for purchases through a distributor may not be available until 45 days after the contract start date shown in this quote.

Remel reserves the right to withdraw or adjust pricing based on significant volume reductions or significant product cost increases.

Prices quoted on products not manufactured by Remel are subject to change.

Contract Pricing is not transferable if customer is part of a merger or acquisition by another organization.

An additional Handling Fee will be charged for shipments requiring special instructions such as expedited or Saturday delivery.

A Hazmat Charge will be processed for shipment of Hazardous Materials.

Any purchase order placed against this quotation will acknowledge agreement of the terms hereof, including Remel's Standard Terms and Conditions of Sale, which are attached and incorporated herein.

Royalty fees apply to ATCC derived quality control organisms.

All customers purchasing products containing ATCC derived organisms must first agree to the terms of ATCC's Licensed Derivative ® Program End User Agreement before any ATCC products may be shipped. Customers may sign up for ATCC's licensing program by accessing Remel's website at [www.remel.com](http://www.remel.com) and clicking on ATCC Licensed Derivative ® Program or by calling our customer service department at 1-800-255-6730.

Items containing mercury will not be shipped to Connecticut, Rhode Island, or Louisiana.

TREK brand items contained in this quote are subject to terms of the original signed contract with TREK, if applicable.

### Ship To Addresses:

413978	MICHIGAN DEPT OF COMM HEALTH	3350 N MLK BLVD BLDG 44 RM 15	LANSING, MI 48906
417915	MICHIGAN DEPT OF COMM HEALTH	927 TERMINAL DR GS STOCK RM	LANSING, MI 48906
417926	MICHIGAN DEPT OF COMM HEALTH	1402 E SHARON AVE STE 301	HOUGHTON, MI 49931
417931	KALAMAZOO COUNTY HSD LAB	3299 GULL RD NAZARETH COMPLEX MAIN WING	KALAMAZOO, MI 49048
417932	KENT COUNTY HEALTH DEPT LAB	700 FULLER AVE NE	GRAND RAPIDS, MI 49503
417933	MICHIGAN DEPT OF COMM HEALTH	927 TERMINAL DR GS STOCK RM	LANSING, MI 48906

417934	MICHIGAN DEPT OF PUBLIC HEALTH	1402 E SHARON AVE	UPPER PENINSULA LABORATORY	HOUGHTON, MI 49931
417935	SAGINAW COUNTY HEALTH DEPT	1600 N MICHIGAN AVE	LABORATORY RM 108	SAGINAW, MI 48602
430843	MICHIGAN DEPT OF COMM HEALTH	3350 N MARTIN LUTHER KING BLVD	BLDG 44 RM 218	LANSING, MI 48909

*Please reference Quotation Number 106906 on initial order. Prices quoted on products not manufactured by REMEL are subject to change. Unless otherwise indicated, terms and conditions per REMEL Catalog.*

*Operator ID:  
c00jvh  
Price List: C  
Level: 9 - Clinical  
PL9*

A part of: **ThermoFisher**  
SCIENTIFIC

REMED INC - TERMS AND CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Remed Inc ("Seller") hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate of letter of exemption for each respective jurisdiction.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorney's fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY, CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, FOB Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time. Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to & risk of loss to the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier, provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS PROVIDED HEREBY, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. **INDEMNIFICATION.**

8.1 **By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret, provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's

designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product, (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product, or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 **By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Thus, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.**

11. **EXPORT RESTRICTIONS.** Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The 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 or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency, (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. **MEDICARE/MEDICAID REPORTING REQUIREMENTS.** If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

13. **MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, *in vivo* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (j) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use only, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples.

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

September 5, 2013

**CHANGE NOTICE NO. 6**  
 to  
**CONTRACT NO. 071B0200147**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Remel, Inc. 12076 Santa Fe Drive Lenexa, KS 66285	Ericka Ramirez	Bids&Quotes@thermofisher.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 255-6730 ext. 3304248	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DCH	Greg Rivet	(517) 335-5096	<a href="mailto:rivetg@michigan.gov">rivetg@michigan.gov</a>
BUYER:	DTMB	Paula Hurst	(517) 373-9776	<a href="mailto:hurstp2@michigan.gov">hurstp2@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Media Reagents and Test Kits – Michigan Department of Community Health</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
May 1, 2010	April 30, 2013	2, 1 Year Options	April 30, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE: 04/07/2013	NEW EXPIRATION DATE: 04/06/2014
<p><b>Effective August 23, 2013, this Contract is added to the alternate payment list. The vendor agrees to accept payment via P-Card and Direct Voucher. All other terms, conditions, pricing, and specifications remain unchanged.</b></p> <p><b>Per agency request (email from Kristi Broessel dated 7/12/2013), vendor agreement (email from Ericka Ramirez dated 8/22/2013), and DTMB Procurement approval.</b></p>		
VALUE/COST OF CHANGE NOTICE:	\$0.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$262,566.41	

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

March 20, 2013

**CHANGE NOTICE NO. 5**  
 to  
**CONTRACT NO. 071B0200147**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Remel, Inc. 12076 Santa Fe Drive Lenexa, KS 66285	Ericka Ramirez	Bids&Quotes@thermofisher.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 255-6730 ext. 3304248	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DCH	Greg Rivet	(517) 335-5096	<a href="mailto:rivetg@michigan.gov">rivetg@michigan.gov</a>
BUYER:	DTMB	Kristen Robel	(517) 373-7396	<a href="mailto:robek@michigan.gov">robek@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Media Reagents and Test Kits – Michigan Department of Community Health</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
May 1, 2010	April 30, 2013	2, 1 Year Options	April 30, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:		AVAILABLE TO MI DEAL PARTICIPANTS	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE: 04/07/2013	NEW EXPIRATION DATE: 04/06/2014
<p><b>Effective April 7, 2013, the first option year available on this Contract is utilized. The new Contract end date is 04/06/2014. In addition, effective June 1, 2013, pricing has been modified per the attached document. All other terms, conditions, pricing, and specifications remain unchanged.</b></p> <p><b>Per vendor request (email from Ericka Ramirez), agency approval (email from Greg Rivet) and DTMB Procurement approval.</b></p>		
VALUE/COST OF CHANGE NOTICE:	\$0.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$262,566.41	

# Sales Quotation

General Information: 800-255-6730 or remel@remel.com  
 To place an order: 800-621-8251

# Remel and Oxoid Products

12076 Santa Fe Trail Drive, Lenexa, KS 66215

<b>Customer #:</b> GP0149	<b>Contact Name:</b> 3 Greg Hodgins	<b>Quotation #:</b> 99069
<b>Account:</b> MI DEPT OF PUBLIC HEALTH	<b>Contact Phone:</b>	<b>Customer Bid #:</b> Renewal
3350 N MLK BLVD BLDG 44 RM 15	<b>Contact Fax:</b>	<b>Contract Start:</b> 6/1/2013
LANSING, MI 48906	<b>Contact Email:</b>	<b>Contract Stop:</b> 5/31/2014
	<b>Sales Rep:</b> 3 Greg Hodgins	

Product	Product Description	Status	Price (each)	Units	Price (pkg)	Est. Qty (pkg)	Est. Total
CM0333B	T.C.B.S CHOLERA MEDIUM 500g	DCM & Additives	\$78.47	1	\$78.47	1	\$78.47
CM0669B	RAPPAPORT-VASSILIADIS (RV) BROTH 500g	DCM & Additives	\$47.70	1	\$47.70	1	\$47.70
DD0003T	X FACTOR SINGLE	ID Systems & Reagents	\$12.51	1	\$12.51	1	\$12.51
DD0004T	V FACTOR SINGLE	ID Systems & Reagents	\$12.45	1	\$12.45	1	\$12.45
DD0005T	X+V FACTOR SINGLE	ID Systems & Reagents	\$12.45	1	\$12.45	2	\$24.91
DD0013T	ONPG SINGLE DISCS	ID Systems & Reagents	\$31.10	1	\$31.10	1	\$31.10
DD0014T	O129 10 SINGLE DISCS	ID Systems & Reagents	\$14.96	1	\$14.96	2	\$29.93
DD0015T	0129 150 DISCS	ID Systems & Reagents	\$31.07	1	\$31.07	2	\$62.14
R01130	BHI Agar 10/PK	Prepared Media	\$1.674	10	\$16.74	7	\$117.18
R01200	Blood Agar,5% Sheep Blood 10/PK	Prepared Media	\$1.001	10	\$10.01	6	\$60.06
R01202	Blood Agar,5% Sheep Blood 100/PK	Prepared Media	\$0.219	100	\$21.90	88	\$1,927.20
R01215	Columbia Blood Agar w/5% SB 10/PK	Prepared Media	\$0.298	10	\$2.98	10	\$29.80
R01280	Campy Blood Agar 10/PK	Prepared Media	\$0.447	10	\$4.47	41	\$183.27
R01300	Chocolate Agar 10/PK	Prepared Media	\$0.219	10	\$2.19	64	\$140.16
R01302	Chocolate Agar 100/PK	Prepared Media	\$0.219	100	\$21.90	16	\$350.40
R01320	Columbia CNA w/5% Sheep Blood 10/PK	Prepared Media	\$0.253	10	\$2.53	12	\$30.36
R01339	BCYE w/PAC 10/PK	Prepared Media	\$1.278	10	\$12.78	8	\$102.24
R01346	Cystine Heart Agar 10/PK	Prepared Media	\$4.133	10	\$41.33	8	\$330.64
R01480	HE Agar (Hektoen Enteric) 10/PK	Prepared Media	\$0.412	10	\$4.12	26	\$107.12
R01483	HE Agar (Hektoen Enteric) 100/PK	Prepared Media	\$1.944	100	\$194.40	1	\$194.40
R01550	MacConkey Agar 10/PK	Prepared Media	\$0.219	100	\$21.90	12	\$26.28
R01552	MacConkey Agar 100/PK	Prepared Media	\$0.219	100	\$21.90	23	\$503.70
R01556	MacConkey w/Sorbitol 10/PK	Prepared Media	\$0.515	100	\$51.50	45	\$231.75
R01561	MacConkey w/Sorbitol 100/PK	Prepared Media	\$1.652	100	\$165.20	1	\$165.20
R01620	MH Agar (100mm) 10/PK	Prepared Media	\$0.469	10	\$4.69	8	\$37.52
R01622	MH Agar w/5% Sheep Blood (100mm) 10/PK	Prepared Media	\$0.219	100	\$21.90	47	\$1,029.30
R01917	TSA 100/PK	Prepared Media	\$0.848	10	\$8.48	13	\$110.24
R01998	Yersinia Sel (CIN) Agar 10/PK	Prepared Media	\$4.118	10	\$41.18	16	\$658.88
R02462	Nocardia Quad 10/PK	Prepared Media	\$0.596	10	\$5.96	10	\$59.60
R04050	MH Agar (150mm) 10/PK	Prepared Media	\$3.821	20	\$76.42	1	\$76.42
R05035	PRAS Chopped Meat Broth (7.5ml) 20/PK	Prepared Media	\$0.894	20	\$17.88	10	\$178.80
R060022	Acetate Differential Agar (slant) 20/PK	Prepared Media	\$0.760	100	\$76.00	1	\$76.00
R060292	Bile Esculin Agar (slant) 100/PK	Prepared Media	\$0.682	100	\$68.20	1	\$68.20
R060310	Blood Agar,5% Sheep Blood (slant) 100/PK	Prepared Media	\$0.710	20	\$14.20	12	\$170.40
R060312	Blood Agar,5% Sheep Blood (slant) 20/PK	Prepared Media	\$0.767	20	\$15.34	1	\$15.34
R060472	Cetrimide Selective Agar (slant) 20/PK	Prepared Media					

# Sales Quotation

General Information: 800-255-6730 or remel@remel.com  
 To place an order: 800-621-8251

# Remel and Oxoid Products

12076 Santa Fe Trail Drive, Lenexa, KS 66215

<b>Customer #:</b> GPO149 <b>Account:</b> MI DEPT OF PUBLIC HEALTH 3350 N MLK BLVD BLDG 44 RM 15 LANSING, MI 48906	<b>Contact Name:</b> <b>Contact Phone:</b> <b>Contact Fax:</b> <b>Contact Email:</b> Sales Rep: 3 Greg Hodgins	<b>Quotation #:</b> 99069 <b>Customer Bld #:</b> Renewal <b>Contract Start:</b> 6/1/2013 <b>Contract Stop:</b> 5/31/2014
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Product	Product Description	Status	Price (each)	Units	Price (pkg)	Est. Qty (pkg)	Est. Total
R060482	Chocolate Agar (slant) 20/PK	Prepared Media	\$0.694	20	\$13.88	2	\$27.76
R060494	Simmons Citrate Agar (slant) 100/PK	Prepared Media	\$0.759	100	\$75.90	7	\$531.30
R060496	Simmons Citrate Agar (slant) 20/PK	Prepared Media	\$0.759	20	\$15.18	2	\$30.36
R060752	Decarboxylase Broth Base Ctl (5ml) 20/PK	Prepared Media	\$1.971	20	\$39.42	1	\$39.42
R060756	Decarboxylase Broth, Arginine (5ml) 20/PK	Prepared Media	\$1.971	20	\$39.42	1	\$39.42
R060760	Decarboxylase Broth, Lysine (5ml) 20/PK	Prepared Media	\$1.971	20	\$39.42	1	\$39.42
R060764	Decarboxylase Broth, Ornithine(5ml) 20/PK	Prepared Media	\$1.971	20	\$39.42	1	\$39.42
R060876	Esculin Hydrolysis Agar (slant) 100/PK	Prepared Media	\$0.651	100	\$65.10	1	\$65.10
R060878	Esculin Hydrolysis Agar (slant) 20/PK	Prepared Media	\$3.014	20	\$60.28	1	\$60.28
R061010	HI Agar (slant) 100/PK	Prepared Media	\$1.211	100	\$121.10	3	\$363.30
R061030	HI Broth (5ml) 100/PK	Prepared Media	\$1.211	100	\$121.10	3	\$363.30
R061288	Loefflers Medium (slant) 20/PK	Prepared Media	\$1.003	20	\$20.06	1	\$20.06
R061414	Motility Test Medium w/TTC (5ml) 20/PK	Prepared Media	\$3.094	20	\$61.88	2	\$123.76
R061536	Nitrate Broth w/DT (7ml) 20/PK	Prepared Media	\$0.807	20	\$16.14	19	\$306.66
R061552	Nitrite Broth w/DT (7ml) 20/PK	Prepared Media	\$1.003	20	\$20.06	2	\$40.12
R061902	OF Medium Base Control (4ml) 20/PK	Prepared Media	\$3.326	20	\$66.52	1	\$66.52
R061903	OF King Medium Base Control (5ml) 20/PK	Prepared Media	\$3.887	20	\$77.74	2	\$155.48
R061919	OF King Medium w/1% Dextrose (5ml) 20/PK	Prepared Media	\$4.352	20	\$87.04	1	\$87.04
R061947	OF King Medium w/1% Lactose (5ml) 20/PK	Prepared Media	\$4.453	20	\$89.06	1	\$89.06
R061951	OF King Medium w/1% Maltose (5ml) 20/PK	Prepared Media	\$3.777	20	\$75.54	3	\$226.62
R061955	OF King Medium w/1% Mannitol (5ml) 20/PK	Prepared Media	\$4.478	20	\$89.56	1	\$89.56
R061990	OF Medium w/1% Sucrose (4ml) 20/PK	Prepared Media	\$3.354	20	\$67.08	1	\$67.08
R061991	OF King Medium w/1% Sucrose (5ml) 20/PK	Prepared Media	\$3.887	20	\$77.74	1	\$77.74
R062182	Phenylalanine Agar (slant) 20/PK	Prepared Media	\$0.704	20	\$14.08	2	\$28.16
R062632	Pseudomonas F Agar (slant) 20/PK	Prepared Media	\$0.653	20	\$13.06	2	\$26.12
R062638	Pseudomonas P Agar (slant) 20/PK	Prepared Media	\$2.279	20	\$45.58	2	\$91.16
R065210	Urea Agar (slant) 100/PK	Prepared Media	\$0.673	100	\$67.30	20	\$1,346.00
R065212	Urea Agar (slant) 20/PK	Prepared Media	\$0.695	20	\$13.90	1	\$13.90
R07160	Tetrathionate Broth (10ml) 100/PK	Prepared Media	\$1.775	100	\$177.50	1	\$177.50
R07162	Tetrathionate Broth (10ml) 20/PK	Prepared Media	\$1.775	20	\$35.50	5	\$177.50
R08240	Chocolate Agar (slant) 20/PK	Prepared Media	\$0.807	20	\$16.14	34	\$548.76
R08382	GN Broth (10ml) 20/PK	Prepared Media	\$0.703	20	\$14.06	20	\$281.20

# Sales Quotation

General Information: 800-255-6730 or remel@remel.com  
 To place an order: 800-621-8251

**Remel and Oxoid Products**  
 12076 Santa Fe Trail Drive, Lenexa, KS 66215

<b>Customer #:</b> GPO149 <b>Account:</b> MI DEPT OF PUBLIC HEALTH 3350 N MLK BLVD BLDG 44 RM 15 LANSING, MI 48906	<b>Contact Name:</b> <b>Contact Phone:</b> <b>Contact Fax:</b> <b>Contact Email:</b> Sales Rep: 3 Greg Hodgins
<b>Quotation #:</b> 99069 <b>Customer Bid #:</b> Renewal <b>Contract Start:</b> 6/1/2013 <b>Contract Stop:</b> 5/31/2014	

Product	Product Description	Status	Price (each)	Units	Price (pkg)	Est. Qty (pkg)	Est. Total
R08500	LJ Medium (slant) 100/PK	Prepared Media	\$0.793	100	\$79.30	107	\$8,485.10
R08518	LJ Medium w/5% NaCl (slant) 20/PK	Prepared Media	\$0.870	20	\$17.40	20	\$348.00
R08526	LJ Medw/2.5% Ferric Ammon Cit(slant)20/PK	Prepared Media	\$0.903	20	\$18.06	7	\$126.42
R08574	Mitchison 7H11 Selective (slant) 100/PK	Prepared Media	\$0.927	100	\$92.70	59	\$5,469.30
R09512	LJ Medium (5ml) 20/PK	Prepared Media	\$0.814	20	\$16.28	16	\$260.48
R09556	Middlebrook 7H9 Broth w/PS80(5ml) 100/PK	Prepared Media	\$1.099	100	\$109.90	36	\$3,956.40
R12505	M4RT(3ml) PK/72	Collection & Transport		1	\$94.20	24	\$2,260.82
R20343	Colorimeter Standard Kit, Vitek	Micro Supplies	\$86.96	1	\$86.96	1	\$86.96
R20421	McFARLAND STD SET- 0.5-1-2-3-4	Micro Supplies	\$118.01	1	\$118.01	2	\$236.02
R21085	Hippurate Disk 25Disk/VL	ID Systems & Reagents	\$45.62	1	\$45.62	2	\$91.24
R21087	Indoxyl Acetate Disk 25Disk/VL	ID Systems & Reagents	\$51.03	1	\$51.03	1	\$51.03
R211173	Neisseria Enzyme Test (NET) KT/25TST	Rapid Tests	\$97.03	1	\$97.03	2	\$194.06
R21508	BactiDrop Desoxycholate PK/50	Stains & Reagents	\$77.14	1	\$77.14	1	\$77.14
R21534	BactiDrop Nitrohydrin PK/50	Stains & Reagents	\$77.44	1	\$77.44	1	\$77.44
R24250	RIM E. coli O157:H7 Latex 50TST/KT	Agglutination Tests	\$115.40	1	\$115.40	5	\$576.99
R30167501	Neisseria meningitidis Gp B Mono 2ml/V	Agglutination Tests	\$346.89	1	\$346.89	1	\$346.89
R30854401	PYR Disk w/Reagent 100TST/KT	ID Systems & Reagents	\$170.61	1	\$170.61	1	\$170.61
R30950501	Streptex KT/50TST	Agglutination Tests	\$355.55	1	\$355.55	1	\$355.55
R40073	Gram Crystal Violet BTL/1gallon	Stains & Reagents	\$128.92	1	\$128.92	2	\$257.84
R40077	Gram Iodine Gallon	Stains & Reagents	\$139.04	1	\$139.04	3	\$417.12
R40079	Gram Safranin BTL/1gallon	Stains & Reagents	\$123.44	1	\$123.44	2	\$246.89
R450290	Egg Yolk Suspension 50% (100ml) each	DCM & Additives	\$45.54	1	\$45.54	5	\$227.73
R450592	ADC Enrichment (20ml) 10/PK	DCM & Additives	\$97.46	1	\$97.46	17	\$1,656.77
R54012	Sheep Blood,Defibrinated (100ml) each	DCM & Additives	\$47.40	1	\$47.40	3	\$142.20
R674999	Shigella flexneri Group (3)4 AS	Resale	\$91.73	1	\$91.73	1	\$91.73
R679002	Shigella flexneri Type I AS	Resale	\$91.73	1	\$91.73	1	\$91.73
R679019	Shigella flexneri Type II AS	Resale	\$115.67	1	\$115.67	1	\$115.67
R679026	Shigella flexneri Type III AS	Resale	\$91.73	1	\$91.73	1	\$91.73
R679033	Shigella flexneri Type IV AS	Resale	\$91.73	1	\$91.73	1	\$91.73
R679040	Shigella flexneri Type V AS	Resale	\$91.73	1	\$91.73	1	\$91.73
R679057	Shigella flexneri Group 6 AS	Resale	\$91.73	1	\$91.73	1	\$91.73
R679064	Shigella flexneri Type VI AS	Resale	\$91.73	1	\$91.73	1	\$91.73
R679071	Shigella flexneri Group 7(8) AS	Resale	\$129.06	1	\$129.06	1	\$129.06
R679088	Shigella flexneri Polyvalent B AS	Resale	\$357.38	1	\$357.38	2	\$714.76
R679135	Salmonella H-2 AS	Resale	\$129.06	1	\$129.06	1	\$129.06
R679194	Shigella boydii Polyvalent C1 AS	Resale	\$129.06	1	\$129.06	1	\$129.06
R679217	Shigella boydii Polyvalent C2 AS	Resale	\$129.06	1	\$129.06	1	\$129.06
R679231	Shigella boydii Polyvalent C3 AS	Resale	\$129.06	1	\$129.06	1	\$129.06
R679289	Salmonella H-x AS	Resale	\$357.38	1	\$357.38	1	\$357.38

# Sales Quotation

General Information: 800-255-6730 or remel@remel.com  
 To place an order: 800-621-8251

# Remel and Oxoid Products

12076 Santa Fe Trail Drive, Lenexa, KS 66215

<b>Customer #:</b> GP0149 <b>Account:</b> MI DEPT OF PUBLIC HEALTH 3350 N MLK BLVD BLDG 44 RM 15 LANSING, MI 48906	<b>Contact Name:</b> <b>Contact Phone:</b> <b>Contact Fax:</b> <b>Contact Email:</b> Sales Rep: 3 Greg Hodgins	<b>Quotation #:</b> 99069 <b>Customer Bid #:</b> Renewal <b>Contract Start:</b> 6/1/2013 <b>Contract Stop:</b> 5/31/2014
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Product	Product Description	Status	Price (each)	Units	Price (pkg)	Est. Qty (pkg)	Est. Total
R679309	Shigella boydii Polyvalent C AS	Resale	\$129.060	1	\$129.06	1	\$129.06
R679330	Shigella sonnei Polyvalent D AS	Resale	\$129.060	1	\$129.06	1	\$129.06
R679388	Salmonella O Factor 3, 10 AS	Resale	\$91.730	1	\$91.73	1	\$91.73
R679463	Salmonella Polyvalent O AS	Resale	\$129.060	1	\$129.06	1	\$129.06
R679569	E. coli H-7 AS	Resale	\$190.740	1	\$190.74	1	\$190.74
R679657	Salmonella Polyvalent O1 AS	Resale	\$129.060	1	\$129.06	1	\$129.06
R679798	E. coli O157 AS	Resale	\$92.730	1	\$92.73	1	\$92.73
R679890	Shigella dysenteriae Polyvalent A1 AS	Resale	\$129.060	1	\$129.06	1	\$129.06
R679982	Shigella dysenteriae Polyvalent A AS	Resale	\$129.060	1	\$129.06	1	\$129.06
R681001	Mitsubishi Pack-Anaero PK/20	Resale	\$58.390	1	\$58.39	8	\$467.14
R681005	Mitsubishi Pack-MicroAero PK/20	Resale	\$45.050	1	\$45.05	10	\$450.47
R681007	Mitsubishi Pack-CO2 PK/20	Resale	\$45.050	1	\$45.05	1	\$45.05
R684002	Mitsubishi RT Anaero-Indicator PK/25	Resale	\$29.520	1	\$29.52	4	\$118.09
R685028	Mitsubishi 0.4/2.5L Rect Jar Lid-No seal	Resale	\$48.710	1	\$48.71	3	\$146.12
R685029	Mitsubishi 0.4/2.5L Jar Sillicon Seal	Resale	\$6.530	1	\$6.53	1	\$6.53
SR0172H	CEFIXIME TELLURITE SELECTIVE SUPP 2L	DCM & Additives	\$344.660	1	\$344.66	1	\$344.66

# Sales Quotation

General Information: 800-255-6730 or remel@remel.com  
 To place an order: 800-621-8251

**Remel and Oxid Products**  
 12076 Santa Fe Trail Drive, Lenexa, KS 66215

<b>Customer #:</b> GFO149	<b>Contact Name:</b>	<b>Quotation #:</b> 99069
<b>Account:</b> MI DEPT OF PUBLIC HEALTH 3350 N MLK BLVD BLDG 44 RM 15	<b>Contact Phone:</b>	<b>Customer Bid #:</b> Renewal
LANSING, MI 48906	<b>Contact Fax:</b>	<b>Contract Start:</b> 6/1/2013
	<b>Contact Email:</b>	<b>Contract Stop:</b> 5/31/2014
	<b>Sales Rep:</b> 3 Greg Hodgins	

Product	Product Description	Status	Price (each)	Units	Price (pkg)	Est. Qty (pkg)	Est. Total
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### General Information and Terms:

To Be Ordered As Needed  
 Please refer to Remel Quotation #99069 when making inquiries.  
 Payment terms are net thirty (30) days from date of invoice subject to approved credit and Seller's credit terms.  
 F.O.B. \$100 (Freight will be prepaid and added to the invoice for orders less than \$100)  
 Quoted pricing firm from 06/01/2013 to 05/31/2014.  
 The pricing contained in this quote will be made available in Seller's system as of the contract start date stated above. Depending on the applicable authorized distributor's policy, pricing for purchases through a distributor may not be available until 45 days after the contract start date shown in this quote.  
 Remel reserves the right to withdraw or adjust pricing based on significant volume reductions or significant product cost increases.  
 Prices quoted on products not manufactured by Remel are subject to change.  
 Contract Pricing is not transferable if customer is part of a merger or acquisition by another organization.  
 An additional Handling Fee will be charged for shipments requiring special instructions such as expedited or Saturday delivery.  
 A Hazmat Charge will be processed for shipment of Hazardous Materials.  
 Any purchase order placed against this quotation will acknowledge agreement of the terms hereof, including Remel's Standard Terms and Conditions of Sale, which are attached and incorporated herein.  
 Royalty fees apply to ATCC derived quality control organisms.  
 All customers purchasing products containing ATCC derived organisms must first agree to the terms of ATCC's Licensed Derivative @ Program End User Agreement before any ATCC products may be shipped. Customers may sign up for ATCC's licensing program by accessing Remel's website at [www.remel.com](http://www.remel.com) and clicking on ATCC Licensed Derivative @ Program or by calling our customer service department at 1-800-255-6730.  
 Items containing mercury will not be shipped to Connecticut, Rhode Island, or Louisiana.

### Ship To Addresses:

413978	MICHIGAN DEPT OF COMM HEALTH	3350 N MLK BLVD BLDG 44 RM 15	LANSING, MI 48906
417915	MICHIGAN DEPT OF COMM HEALTH	927 TERMINAL DR GS STOCK RM	LANSING, MI 48906
417926	MICHIGAN DEPT OF COMM HEALTH	1402 E SHARON AVE STE 301	HOUGHTON, MI 49931
417931	KALAMAZOO COUNTY HSD LAB	3299 GULL RD NAZARETH COMPLEX	KALAMAZOO, MI 49048
		MAIN WING	
417932	KENT COUNTY HEALTH DEPT LAB	700 FULLER AVE NE	GRAND RAPIDS, MI 49503
417933	MICHIGAN DEPT OF COMM HEALTH	927 TERMINAL DR GS STOCK RM	LANSING, MI 48906
417934	MICHIGAN DEPT OF PUBLIC HEALTH	1402 E SHARON UPPER PENINSULA	HOUGHTON, MI 49931
		LABORATORY	
417935	SAGINAW COUNTY HEALTH DEPT	1600 N LABORATORY RM	SAGINAW, MI 48602
430843	MICHIGAN DEPT OF COMM HEALTH	MICHIGAN AVE 108	
		3350 N MARTIN BLDG 44 RM 218	LANSING, MI 48909
		LUTHER KING	
		BLVD	

# Sales Quotation

General Information: 800-255-6730 or remel@remel.com  
 To place an order: 800-621-8251

# Remel and Oxoid Products

12076 Santa Fe Trail Drive, Lenexa, KS 66215

<b>Customer #:</b> GPO149 <b>Account:</b> MI DEPT OF PUBLIC HEALTH 3350 N MLK BLVD BLDG 44 RM 15 LANSING, MI 48906	<b>Contact Name:</b> <b>Contact Phone:</b> <b>Contact Fax:</b> <b>Contact Email:</b> Sales Rep: 3 Greg Hodgins	<b>Quotation #:</b> 99069 <b>Customer Bid #:</b> Renewal <b>Contract Start:</b> 6/1/2013 <b>Contract Stop:</b> 5/31/2014
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Product	Product Description	Status	Price (each)	Units	Price (pkg)	Est. Qty (pkg)	Est. Total
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Please reference Quotation Number 99069 on initial order. Prices quoted on products not manufactured by REMEL are subject to change. Unless otherwise indicated, terms and conditions per REMEL Catalog.

Operator ID: c001v4  
 Price List: C Level: 9

A part of  
**ThermoFisher**  
**SCIENTIFIC**

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

June 22, 2012

**CHANGE NOTICE NO. 4**  
 to  
**CONTRACT NO. 071B0200147**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Remel, Inc. 12076 Santa Fe Drive Lenexa, KS 66285	Ericka Ramirez	Bids&Quotes@thermofisher.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 255-6730 ext. 3304248	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DCH	Greg Rivet	(517) 335-5096	<a href="mailto:rivetg@michigan.gov">rivetg@michigan.gov</a>
BUYER:	DTMB	Kristen Robel	(517) 373-7396	<a href="mailto:robek@michigan.gov">robek@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Media Reagents and Test Kits – Michigan Department of Community Health</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
May 1, 2010	April 30, 2013	2, 1 Year Options	April 30, 2013
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			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
<p><b>Effective immediately, this Contract is hereby INCREASED by \$50,000.00.</b></p> <p><b>All other terms, conditions, specifications, and pricing remain unchanged.</b></p> <p><b>Per agency (Greg Rivet dated 6/5/12) and DTMB Procurement approval.</b></p>		
VALUE/COST OF CHANGE NOTICE:	\$50,000.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$262,566.41	

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

May 22, 2012

**CHANGE NOTICE NO. 3**

to

**CONTRACT NO. 071B0200147**

between

**THE STATE OF MICHIGAN**

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Remel, Inc. 12076 Santa Fe Drive Lenexa, KS 66285	Ericka Ramirez	<a href="mailto:Bids&amp;Quotes@thermofisher.com">Bids&amp;Quotes@thermofisher.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 255-6730 ext 3304248	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DCH	Greg Rivet	(517) 335-5096	<a href="mailto:RivetG@michigan.gov">RivetG@michigan.gov</a>
BUYER:	DTMB	Kristen Robel	(517) 373-7396	<a href="mailto:RobelK@michigan.gov">RobelK@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>Media Reagents and Test Kits – Michigan Department of Community Health</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	May 1, 2010	April 30, 2013	2, one year
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			

DESCRIPTION OF CHANGE NOTICE:	
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, NEW EXPIRATION DATE:
Effective June 1, 2012, pricing has been modified per the attached document. All other terms, conditions, specifications and pricing remain the same. Per vendor request (email from Greg Hodgins), agency approval ( email from Connie Good) and DTMB Procurement approval.	
VALUE/COST OF CHANGE NOTICE:	\$0.00
ESTIMATED AGGREGATE CONTRACT VALUE:	\$212,566.41

# Sales Quotation

General Information: 800-255-6730 or remel@remel.com  
 To place an order: 800-621-8251

# Remel and Oxoid Products

12076 Santa Fe Trail Drive, Lenexa, KS 66215

<b>Customer #:</b> GPO149	92906
<b>Account:</b> MI DEPT OF PUBLIC HEALTH	Renewal
3350 N MILK BLVD BLDG 44 RM 15	5/1/2012
LANSING, MI 48906	4/30/2013

Product	Product Description	Old Price (Pkg)	New Price (Pkg)	Old Total	New Total	Diff in Cost
CM0017B	LAB LEMCO AGAR 500g	\$88.47	\$91.30	\$88.47	\$91.30	3%
CM0333B	T.C.B.S CHOLEERA MEDIUM 500g	\$73.32	\$75.67	\$73.32	\$75.67	3%
CM0669B	RAPAPORT-VASSILIADIS (RV) BROTH 500g	\$44.57	\$46.00	\$44.57	\$46.00	3%
DD00003T	X FACTOR SINGLE	\$11.69	\$12.06	\$23.38	\$24.13	3%
DD00004T	V FACTOR SINGLE	\$11.64	\$12.01	\$23.28	\$24.02	3%
DD00005T	XIV FACTOR SINGLE	\$11.64	\$12.01	\$23.28	\$24.02	3%
DD00013T	OHMG SINGLE DISCS	\$29.06	\$29.99	\$29.06	\$29.99	3%
DD00014T	O129 10 SINGLE DISCS	\$13.98	\$14.43	\$27.96	\$28.85	3%
DD00015T	O129 150 DISCS	\$29.03	\$29.96	\$58.06	\$59.92	3%
RO1040	Anaer (CDC) Blood Agar 10/PK	\$4.28	\$4.42	\$4.28	\$4.42	3%
RO1042	Anaer (CDC) KV Blood Agar 10/PK	\$4.28	\$4.42	\$4.28	\$4.42	3%
RO1048	Anaer (CDC) FEA Blood Agar 10/PK	\$4.28	\$4.42	\$4.28	\$4.42	3%
RO1056	McClung Toebe Agar 10/PK	\$41.28	\$30.17	\$41.28	\$30.17	-37%
RO1130	BHI Agar 10/PK	\$15.64	\$16.14	\$16.88	\$16.88	3%
RO1158	BHI Supplemented Agar 10/PK	\$16.36	\$16.88	\$16.36	\$16.88	3%
RO1176	BHI Agar w/Veal (5mg) 10/PK	\$9.47	\$9.65	\$37.88	\$38.60	2%
RO1200	Blood Agar 5% Sheep Blood 10/PK	\$3.06	\$3.17	\$3.06	\$3.17	3%
RO1201	Blood Agar 5% Sheep Blood 15/PK	\$20.40	\$21.10	\$1,713.60	\$1,772.40	3%
RO1202	Columbia Blood Agar w/5% SB 10/PK	\$2.78	\$2.87	\$27.80	\$28.70	3%
RO1240	Bordet Gengou Agar 10/PK	\$12.14	\$12.53	\$12.14	\$12.53	3%
RO1252	Brucella Agar w/5% SB 10/PK	\$4.90	\$5.70	\$24.90	\$25.70	3%
RO1280	Carry Blood Agar 10/PK	\$4.18	\$4.31	\$204.82	\$211.19	3%
RO1300	Chocolate Agar 10/PK	\$20.40	\$21.10	\$122.40	\$126.60	3%
RO1302	Chocolate Agar 100/PK	\$20.40	\$21.10	\$306.00	\$316.50	3%
RO1310	Clostridium Difficile Agar 10/PK	\$33.24	\$34.30	\$33.24	\$34.30	3%
RO1320	Columbia CNA w/5% Sheep Blood 10/PK	\$2.36	\$2.44	\$11.80	\$12.20	3%
RO1339	BCYE w/PAC 10/PK	\$11.94	\$12.32	\$95.52	\$98.56	3%
RO1483	HE Agar (Hektoen Enteric) 10/PK	\$3.85	\$3.97	\$219.45	\$226.29	3%
RO1483	HE Agar (Hektoen Enteric) 100/PK	\$183.20	\$189.10	\$183.20	\$189.10	3%
RO1550	MacConkey Agar 10/PK	\$2.04	\$2.11	\$87.72	\$90.73	3%
RO1552	MacConkey Agar 100/PK	\$20.40	\$21.10	\$408.00	\$422.00	3%
RO1556	MacConkey w/Sorbitol 10/PK	\$4.82	\$4.97	\$318.12	\$328.02	3%
RO1561	MacConkey w/Sorbitol 100/PK	\$48.20	\$49.70	\$48.20	\$49.70	3%
RO1580	Mannitol Salt Agar 10/PK	\$15.23	\$15.72	\$15.23	\$15.72	3%
RO1584	MFP(Mannitol Egg Yolk Poly B) Agar 10/PK	\$33.24	\$34.30	\$33.24	\$34.30	3%
RO1620	MH Agar (100mm) 10/PK	\$15.44	\$15.93	\$185.28	\$191.16	3%

Product	Product Description	Old Price (/pkg)	New Price (/pkg)	Old Total	New Total	Diff in Cost
R01622	MH Agar w/5% Sheep Blood (100mm) 10/PK	Prepared Media	Prepared Media	\$4.38	\$4.52	\$36.16
R01626	MH Agar w/4% NaCl, 6mg Oxacillin 10/PK	Prepared Media	Prepared Media	\$32.62	\$33.66	\$33.66
R01662	PEA w/5% Sheep Blood 100/PK	Prepared Media	Prepared Media	\$159.20	\$162.20	\$162.20
R01821	Spectra MRSA 100/PK	Prepared Media	Prepared Media	\$46.30	\$47.78	\$47.78
R01822	Spectra MRSA 100/PK	Prepared Media	Prepared Media	\$463.00	\$472.80	\$472.80
R01857	Strep Selective Agar 10/PK	Prepared Media	Prepared Media	\$10.29	\$10.62	\$10.62
R01884	Thayer Martin, Imp 10/PK	Prepared Media	Prepared Media	\$10.29	\$10.62	\$10.62
R01917	ISA 100/PK	Prepared Media	Prepared Media	\$20.40	\$21.10	\$21.10
R01998	Yersinia Sel (CTN) Agar 10/PK	Prepared Media	Prepared Media	\$7.93	\$8.18	\$8.18
R02462	Moraxella Oued 10/PK	Prepared Media	Prepared Media	\$38.48	\$39.71	\$39.71
R04050	MH Agar (150mm) 10/PK	Prepared Media	Prepared Media	\$5.57	\$5.75	\$5.75
R05035	PRAS Chopped Meat Broth (7.5ml) 20/PK	Prepared Media	Prepared Media	\$71.42	\$73.70	\$73.70
R060022	Acetate Differential Agar (slant) 20/PK	Prepared Media	Prepared Media	\$16.70	\$17.24	\$17.24
R060270	BHI Broth (5ml) 100/PK	Prepared Media	Prepared Media	\$115.20	\$118.90	\$118.90
R060292	Bile Esculin Agar (slant) 100/PK	Prepared Media	Prepared Media	\$71.00	\$73.30	\$73.30
R060310	Blood Agar, 5% Sheep Blood (slant) 100/PK	Prepared Media	Prepared Media	\$63.80	\$65.80	\$65.80
R060312	Blood Agar, 5% Sheep Blood (slant) 20/PK	Prepared Media	Prepared Media	\$13.20	\$13.70	\$13.70
R060472	Ceftriaxide Selective Agar (slant) 20/PK	Prepared Media	Prepared Media	\$14.34	\$14.80	\$14.80
R060482	Chocolate Agar (slant) 20/PK	Prepared Media	Prepared Media	\$12.96	\$13.38	\$13.38
R060494	Simmons Citrate Agar (slant) 100/PK	Prepared Media	Prepared Media	\$70.90	\$73.20	\$73.20
R060496	Simmons Citrate Agar (slant) 20/PK	Prepared Media	Prepared Media	\$14.18	\$14.64	\$14.64
R060572	CTA Base Control (4ml) 20/PK	Prepared Media	Prepared Media	\$29.84	\$30.80	\$30.80
R060588	CTA w/1% Dextrose (4ml) 20/PK	Prepared Media	Prepared Media	\$29.84	\$30.80	\$30.80
R060616	CTA w/1% Lactose (4ml) 20/PK	Prepared Media	Prepared Media	\$29.84	\$30.80	\$30.80
R060620	CTA w/1% Maltose (4ml) 20/PK	Prepared Media	Prepared Media	\$29.84	\$30.80	\$30.80
R060660	CTA w/1% Sucrose (4ml) 20/PK	Prepared Media	Prepared Media	\$29.84	\$30.80	\$30.80
R060752	Decarboxylase Broth Base Ctl (5ml) 20/PK	Prepared Media	Prepared Media	\$36.84	\$38.02	\$38.02
R060756	Decarboxylase Broth, Arginine (5ml) 20/PK	Prepared Media	Prepared Media	\$36.84	\$38.02	\$38.02
R060760	Decarboxylase Broth, Lysine (5ml) 20/PK	Prepared Media	Prepared Media	\$36.84	\$38.02	\$38.02
R060764	Decarboxylase Broth, Ornithine(5ml) 20/PK	Prepared Media	Prepared Media	\$36.84	\$38.02	\$38.02
R060876	Esculin Hydrolysis Agar (slant) 100/PK	Prepared Media	Prepared Media	\$60.90	\$62.80	\$62.80
R060878	Esculin Hydrolysis Agar (slant) 20/PK	Prepared Media	Prepared Media	\$56.32	\$58.12	\$58.12
R060956	Gelatin Infusion Medium (5ml) 20/PK	Prepared Media	Prepared Media	\$43.84	\$45.24	\$45.24
R061010	HI Agar (slant) 100/PK	Prepared Media	Prepared Media	\$113.20	\$116.80	\$116.80
R061030	HI Broth (5ml) 100/PK	Prepared Media	Prepared Media	\$113.20	\$116.80	\$116.80
R061288	Leefliers Medium (slant) 20/PK	Prepared Media	Prepared Media	\$18.74	\$19.34	\$19.34
R061414	Methyl Red Medium w/TTC (5ml) 20/PK	Prepared Media	Prepared Media	\$57.82	\$59.68	\$59.68
R061432	MIRVP Broth (2ml) 20/PK	Prepared Media	Prepared Media	\$36.22	\$37.38	\$37.38
R061536	Mitrate Broth w/DT (7ml) 20/PK	Prepared Media	Prepared Media	\$15.08	\$15.56	\$15.56
R061552	Mitrate Broth w/DT (7ml) 20/PK	Prepared Media	Prepared Media	\$18.74	\$19.34	\$19.34
R061570	Nutrient Agar (slant) 100/PK	Prepared Media	Prepared Media	\$64.70	\$66.80	\$66.80
R061572	Nutrient Agar (slant) 20/PK	Prepared Media	Prepared Media	\$10.66	\$11.00	\$11.00
R061902	OF Medium Base Control (4ml) 20/PK	Prepared Media	Prepared Media	\$91.16	\$94.86	\$94.86
R061903	OF King Medium Base Control (5ml) 20/PK	Prepared Media	Prepared Media	\$72.64	\$74.96	\$74.96
				\$217.92	\$224.88	\$224.88

Product	Product Description		Old Price (Pkg)	New Price (Pkg)	Old Total	New Total	Diff in Cost
R061951	OE King Medium w/1% Maltose (5ml) 20/PK	Prepared Media	\$70.58	\$72.84	\$141.16	\$145.68	3%
R061990	OE Medium w/1% Sucrose (4ml) 20/PK	Prepared Media	\$91.16	\$95.36	\$91.16	\$95.36	-39%
R061991	OE King Medium w/1% Sucrose (5ml) 20/PK	Prepared Media	\$72.64	\$74.96	\$145.28	\$149.92	3%
R062182	Phenylalanine Agar (slant) 20/PK	Prepared Media	\$13.16	\$13.58	\$13.16	\$13.58	3%
R065600	Plate Count Agar, Std Method (slant),100/PK	Prepared Media	\$59.60	\$61.50	\$59.60	\$61.50	3%
R062632	Pseudomonas F Agar (slant) 20/PK	Prepared Media	\$12.20	\$12.60	\$24.40	\$25.20	3%
R062638	Pseudomonas F Agar (slant) 20/PK	Prepared Media	\$42.60	\$43.96	\$85.20	\$87.92	3%
R063042	Pyruvate Broth (5ml) 20/PK	Prepared Media	\$16.70	\$17.24	\$16.70	\$17.24	3%
R064141	Regan Lowe Semi-Solid Transport 20/PK	Prepared Media	\$67.92	\$70.10	\$67.92	\$70.10	3%
R064446	Saline 0.85% (5ml) 100/PK	Prepared Media	\$114.20	\$117.90	\$114.20	\$117.90	3%
R065210	Urea Agar (slant) 100/PK	Prepared Media	\$62.90	\$64.90	\$1,320.90	\$1,362.90	3%
R07097	Diamonid Medium, Modified (10ml) 20/PK	Prepared Media	\$12.98	\$13.40	\$64.90	\$67.00	3%
R07160	Tetrazolone Broth (10ml) 100/PK	Prepared Media	\$75.12	\$77.52	\$75.12	\$77.52	3%
R07162	Tetrazolone Broth (10ml) 20/PK	Prepared Media	\$165.90	\$171.20	\$165.90	\$171.20	3%
R07774	Potassium Nitrate Assim Agar (slant) 20/PK	Prepared Media	\$33.18	\$34.24	\$298.62	\$308.16	3%
R08240	Chocolate Agar (slant) 20/PK	Prepared Media	\$20.58	\$21.24	\$20.58	\$21.24	3%
R08382	GN Broth (10ml) 20/PK	Prepared Media	\$15.08	\$15.56	\$361.92	\$373.44	3%
R08385	Herrolds w/Mycobactin, Pyruv (slant) 20/PK	Prepared Media	\$13.14	\$13.56	\$262.80	\$271.20	3%
R08500	LJ Medium (slant) 100/PK	Prepared Media	\$75.94	\$78.38	\$75.94	\$78.38	3%
R08518	LJ Medium w/5% NaCl (slant) 20/PK	Prepared Media	\$74.10	\$76.50	\$6,224.40	\$6,426.00	3%
R08526	LJ Med w/5% Ferric Ammon Cit (slant) 20/PK	Prepared Media	\$16.26	\$16.78	\$390.24	\$402.72	3%
R08574	Mitchison 7H11 Selective (slant) 100/PK	Prepared Media	\$16.88	\$17.42	\$118.16	\$121.94	3%
R08901	Trichophyton Agar #1 (slant) 20/PK	Prepared Media	\$86.60	\$89.40	\$6,235.20	\$6,436.80	3%
R08909	Trichophyton Agar #3 (slant) 20/PK	Prepared Media	\$75.12	\$77.52	\$75.12	\$77.52	3%
R08917	Trichophyton Agar #5 (slant) 20/PK	Prepared Media	\$75.52	\$77.94	\$75.52	\$77.94	3%
R08925	Trichophyton Agar #7 (slant) 20/PK	Prepared Media	\$75.74	\$78.16	\$75.74	\$78.16	3%
R09512	LJ Medium (5ml) 20/PK	Prepared Media	\$75.94	\$78.38	\$75.94	\$78.38	3%
R09556	Middlebrook 7H9 broth w/PS80(5ml) 100/PK	Prepared Media	\$15.22	\$15.70	\$304.40	\$314.00	3%
R110322	PLET Agar 10/PK	Prepared Media	\$102.70	\$106.00	\$3,799.90	\$3,922.00	3%
R114350	Iodine for Tetrathionate 100ml	Prepared Media	\$32.93	\$33.98	\$32.93	\$33.98	3%
R12505	MART (3ml) PK/72	Prepared Media	\$35.04	\$36.16	\$35.04	\$36.16	3%
R20343	Colorimeter Standard Kit, Vialx	Collection & Transport	\$88.02	\$90.84	\$792.18	\$817.53	3%
R20421	MCFARLAND STD SET- 0.5-1-2-3-4	Micro Supplies	\$83.53	\$83.96	\$83.53	\$83.86	0%
R21051	Conjugase Plasma 15ml/VL	Micro Supplies	\$110.27	\$113.80	\$110.27	\$113.80	3%
R21050	Conjugase Plasma PK/6 (5ml/VL)	ID Systems & Reage	\$24.91	\$25.71	\$24.91	\$25.71	3%
R21085	Hipourate Disk 25Disk/VL	ID Systems & Reage	\$49.79	\$49.79	\$85.26	\$87.99	3%
R21087	Indoxy Acetate Disk 25Disk/VL	ID Systems & Reage	\$47.68	\$49.21	\$47.68	\$49.21	3%
R21093	Nitrate Disk 25Disk/VL	ID Systems & Reage	\$48.00	\$49.54	\$48.00	\$49.54	3%
R211173	Nelisseria Enzyme Test (NET) KIT/251ST	Rapid Tests	\$90.62	\$93.57	\$453.35	\$467.86	3%
R21130	Lysozyme Disk 25Disk/VL	Rapid Tests	\$54.75	\$56.50	\$54.75	\$56.50	3%
R21132	Microcase Disk 25Disk/VL	ID Systems & Reage	\$53.47	\$55.18	\$53.47	\$55.18	3%
R211357	PRO Disk w/Reagent 251ST/KT	ID Systems & Reage	\$45.35	\$46.80	\$45.35	\$46.80	3%
R21144	BactiStaph Latex 150TS1/KT	Antidulation Tests	\$104.19	\$107.52	\$104.19	\$107.52	3%
R211667	Nitrocefin Disk 25Disk/VL	ID Systems & Reage	\$42.23	\$43.58	\$42.23	\$43.58	3%

Product	Product Description		Old Price (Dkg)	New Price (Dkg)	Old Total	New Total	Diff in Cost
R21200	VP-A (alpha naphthol 5%) BT/12ml	Stains & Reagents	\$15.39	\$15.88	\$15.39	\$15.88	3%
R21227	Indole Reagent Kovacs BT/25ml	Stains & Reagents	\$13.62	\$14.06	\$13.62	\$14.06	3%
R21228	Iodine for Tetrathionate 4.5ml	Stains & Reagents	\$10.12	\$10.44	\$10.12	\$10.44	3%
R21236	Methyl Red Reagent BT/25ml	Stains & Reagents	\$18.28	\$18.87	\$18.28	\$18.87	3%
R21238	Methylvin Reagent BT/25ml	Stains & Reagents	\$25.88	\$26.71	\$25.88	\$26.71	3%
R21251	Potassium Hydroxide (KOH) 3% BT/25ml	Stains & Reagents	\$19.54	\$20.17	\$19.54	\$20.17	3%
R21258	PYR Reagent BT/25ml	Stains & Reagents	\$25.09	\$25.89	\$25.09	\$25.89	3%
R21508	BactiDrog Desoxycholate PK/50	Stains & Reagents	\$72.08	\$74.39	\$72.08	\$74.39	3%
R21534	BactiDrog Nitrohydrin PK/50	Stains & Reagents	\$72.36	\$74.68	\$72.36	\$74.68	3%
R21540	BactiDrog Oxidase PK/50	Stains & Reagents	\$55.90	\$57.69	\$55.90	\$57.69	3%
R24250	RHM E. coli O157:H7 Latex 50TST/KT	Agglutination Tests	\$107.83	\$111.28	\$646.98	\$667.69	3%
R30164801	Brucella abortus 2ml/vl	Agglutination Tests	\$140.45	\$144.94	\$140.45	\$144.94	3%
R30164901	Brucella melitensis 2ml/vl	Agglutination Tests	\$142.51	\$147.07	\$142.51	\$147.07	3%
R30167501	Neisseria meningitidis Gr. & Mono 2ml/vl	Agglutination Tests	\$324.14	\$334.51	\$324.14	\$334.51	3%
R30168501	LAP Disk w/Reagent 50TST/KT	ID Systems & Reage	\$48.09	\$49.63	\$48.09	\$49.63	3%
R30853401	PYR Disk w/Reagent 50TST/KT	ID Systems & Reage	\$44.25	\$45.67	\$44.25	\$45.67	3%
R30854401	PYR Disk w/Reagent 100TST/KT	ID Systems & Reage	\$159.42	\$164.52	\$159.42	\$164.52	3%
R30950501	Streptex KT/50TST	Agglutination Tests	\$332.23	\$342.86	\$664.46	\$685.72	3%
R450290	Egg Yolk Suspension 50% (100ml) each	DCM & Additives	\$43.20	\$43.92	\$290.20	\$293.52	2%
R450592	ADC Enrichment (20ml) 10/PK	DCM & Additives	\$91.07	\$93.98	\$183.91	\$187.79	3%
R451012	Agar 500g each	DCM & Additives	\$149.44	\$154.22	\$149.44	\$154.22	3%
R451401	Hemoglobin 100g each	DCM & Additives	\$40.96	\$42.27	\$40.96	\$42.27	3%
R453551	HI Broth 100g each	DCM & Additives	\$39.65	\$40.92	\$39.65	\$40.92	3%
R455002	ISA 500g each	DCM & Additives	\$55.20	\$56.97	\$55.20	\$56.97	3%
R4607011	S. aureus ATCC 29213 PK/5	QC Organisms	\$33.32	\$34.39	\$33.32	\$34.39	3%
R465102	PK/5 CQC PRORESWAR QC	QC Organisms	\$39.87	\$58.70	\$58.87	\$58.70	3%
R54008	Sheep Blood Defibrinated (100ml) each	DCM & Additives	\$44.29	\$45.71	\$88.58	\$91.41	3%
R54012	Sheep Blood Defibrinated (25ml) each	DCM & Additives	\$45.28	\$46.73	\$45.28	\$46.73	3%
R54004	Horse Blood Defibrinated (25ml) each	DCM & Additives	\$257.55	\$265.79	\$257.55	\$265.79	3%
R62026	PathoDx Strep Universal Kit KT/60TST	Agglutination Tests	\$85.16	\$87.89	\$85.16	\$87.89	3%
R62210	PathoDx Chlamydia Culture Conf KT/100TST	Stains & Reagents	\$140.01	\$144.49	\$140.01	\$144.49	3%
R674999	Shigella flexneri Group (3M) AS	Resale	\$85.72	\$88.46	\$85.72	\$88.46	3%
R679002	Shigella flexneri Type I AS	Resale	\$85.72	\$88.46	\$85.72	\$88.46	3%
R679026	Shigella flexneri Type III AS	Resale	\$85.72	\$88.46	\$171.44	\$176.93	3%
R679033	Shigella flexneri Type IV AS	Resale	\$85.72	\$88.46	\$85.72	\$88.46	3%
R679040	Shigella flexneri Type V AS	Resale	\$85.72	\$88.46	\$85.72	\$88.46	3%
R679057	Shigella flexneri Group 6 AS	Resale	\$85.72	\$88.46	\$85.72	\$88.46	3%
R679064	Shigella flexneri Type VI AS	Resale	\$85.72	\$88.46	\$171.44	\$176.93	3%
R679088	Shigella flexneri Group 7(8) AS	Resale	\$85.72	\$88.46	\$171.44	\$176.93	3%
R679135	Shigella flexneri Polyvalent B AS	Resale	\$120.59	\$124.45	\$120.59	\$124.45	3%
R679194	Shigella boydii Polyvalent C1 AS	Resale	\$333.94	\$344.63	\$333.94	\$344.63	3%
R679217	Shigella boydii Polyvalent C2 AS	Resale	\$120.59	\$124.45	\$120.59	\$124.45	3%
R679231	Shigella boydii Polyvalent C3 AS	Resale	\$120.59	\$124.45	\$120.59	\$124.45	3%
R679289	Salmonella H-x AS	Resale	\$333.94	\$344.63	\$333.94	\$344.63	3%
R679309	Shigella boydii polyvalent C AS	Resale	\$120.59	\$124.45	\$120.59	\$124.45	3%
R679330	Shigella sonnei Polyvalent D AS	Resale	\$120.59	\$124.45	\$120.59	\$124.45	3%
R679388	Salmonella O Factor 3, 10 AS	Resale	\$85.72	\$88.46	\$241.18	\$248.90	3%
R679463	Salmonella Polyvalent O AS	Resale	\$120.59	\$124.45	\$120.59	\$124.45	3%
R679569	E. coli H-7 AS	Resale	\$178.23	\$183.93	\$178.23	\$183.93	3%

Product	Product Description		Old Price (pkg)	New Price (pkg)	Old Total	New Total	Diff. in Cost
R679657	Salmonella Polyvalent O1 AS	Resale	\$120.59	\$124.45	\$120.59	\$124.45	3%
R679798	E. coli O157 AS	Resale	\$86.65	\$89.42	\$86.65	\$89.42	3%
R679890	Shigella dysenteriae Polyvalent A1 AS	Resale	\$120.59	\$124.45	\$241.18	\$248.90	3%
R679982	Shigella dysenteriae Polyvalent A AS	Resale	\$120.59	\$124.45	\$120.59	\$124.45	3%
R681001	Mitsubishi Pack-Anaero PK/20	Resale	\$54.56	\$56.31	\$272.80	\$281.53	3%
R681005	Mitsubishi Pack-Microaero PK/20	Resale	\$42.09	\$43.44	\$631.35	\$651.56	3%
R691007	Mitsubishi Pack-CO2 PK/20	Resale	\$42.09	\$43.44	\$42.09	\$43.44	3%
R683001	Mitsubishi Anaer Ind PK/25	Resale	\$16.85	\$17.39	\$16.85	\$17.39	3%
R685028	Mitsubishi O.4/2.5L Rect Jar Lid-1/8 seal	Resale	\$45.51	\$46.97	\$45.51	\$46.97	3%
R685029	Mitsubishi O.4/2.5L Jar Silicon Seal	Resale	\$6.10	\$6.30	\$6.10	\$6.30	3%
R8309002	Rapid Spot Indole Reagent 1.5ml/VL	ID Systems & Range	\$10.49	\$10.54	\$10.49	\$10.54	0%
R8311002	Rapid AHA II System 20/Kit	ID Systems & Range	\$134.60	\$138.91	\$134.60	\$138.91	3%
R8325102	Rapid Inoculation Fluid - 1ml PK/20Tuble	ID Systems & Range	\$17.04	\$17.59	\$17.04	\$17.59	3%
SR0172H	CERXIME TELLURITE SELECTIVE SUPP 2L	DCM & Additives	\$322.05	\$332.36	\$322.05	\$332.36	3%

Average Price Adjustment 2%

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

May 13, 2011

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B0200147**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>Remel, Inc.</b> <b>12076 Santa Fe Dr.</b> <b>Lenexa, KS 66285</b>  Email: erin.evans@thermofisher.com	TELEPHONE Millie Minor-Gibson <b>(800)255-6730 ext. 3304225</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 <b>Kristen Robel</b>
Contract Compliance Inspector: Penny Saites <b>Media Reagents and Test Kits – Michigan Department of Community Health</b>	
CONTRACT PERIOD: <b>3 yrs. + 2 one-year options</b> From: <b>May 1, 2010</b> To: <b>April 30, 2013</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:	

**NATURE OF CHANGE(S):**

Effective May 1, 2011, pricing has been increased per the attached document.

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

**AUTHORITY/REASON(S):**

Per vendor request (email from Greg Hodgins), agency approval (email from Penny Saites) and DTMB/Purchasing Operations approval.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$212,566.41**  
 Contract 017B0200147  
 Change Notice No. 2  
 Revised Pricing

# Sales Quotation

# Remel and Oxoid Products

General Information: 800-255-6730 or remel@remel.com

12076 Santa Fe Trail Drive, Lenexa, KS 66215

To place an order: 800-621-8251

<b>Customer #:</b> GPO149  <b>Account:</b> MI DEPT OF PUBLIC HEALTH  3350 N MLK BLVD BLDG 44 RM 15  LANSING, MI 48906	<b>Contact Name:</b> <b>Contact Phone:</b> <b>Contact Fax:</b> <b>Contact Email:</b>  <b>Sales Rep:</b> 3 Greg Hodgins	<b>Quotation #:</b> 82835  <b>Customer Bid #:</b> Renewal  <b>Contract Start:</b> 4/1/2011 <b>Contract Stop:</b> 3/31/2012
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Catalog No.	Description	No. Of Pkgs.	Package Price	Extension	Each Price
	To Be Ordered As Needed				
CM0017B	LAB LEMCO AGAR 500g	1	\$88.47	\$88.47	\$88.470
CM0333B	T.C.B.S CHOLERA MEDIUM 500g	1	\$73.32	\$73.32	\$73.320
CM0669B	RAPPAPORT-VASSILIADIS (RV) BROTH 500g	1	\$44.57	\$44.57	\$44.570
DD0003T	X FACTOR SINGLE	4	\$11.69	\$46.76	\$11.690
DD0004T	V FACTOR SINGLE	3	\$11.64	\$34.91	\$11.640
DD0005T	X+V FACTOR SINGLE	2	\$11.64	\$23.28	\$11.640
DD0013T	ONPG SINGLE DISCS	2	\$29.06	\$58.12	\$29.060
DD0014T	O129 10 SINGLE DISCS	1	\$13.98	\$13.98	\$13.980
DD0015T	O129 150 DISCS	2	\$29.03	\$58.06	\$29.030
R01040	Anaer (CDC) Blood Agar 10/PK	1	\$4.28	\$4.28	\$0.428
R01042	Anaer (CDC) KV Blood Agar 10/PK	1	\$4.28	\$4.28	\$0.428
R01048	Anaer (CDC) PEA Blood Agar 10/PK	1	\$4.28	\$4.28	\$0.428
R01056	McClung Toabe Agar 10/PK	1	\$41.28	\$41.28	\$4.128
R01130	BHI Agar 10/PK	14	\$15.64	\$218.96	\$1.564
R01158	BHI Supplemented Agar 10/PK	4	\$16.36	\$65.44	\$1.636
R01176	BHI Agar w/Vanc (6ug) 10/PK	2	\$24.60	\$49.20	\$2.460
R01200	Blood Agar,5% Sheep Blood 10/PK	1	\$9.47	\$9.47	\$0.947
R01201	Blood Agar,5% Sheep Blood 15/PK	59	\$3.06	\$180.54	\$0.204
R01202	Blood Agar,5% Sheep Blood 100/PK	95	\$20.40	\$1,938.00	\$0.204
R01215	Columbia Blood Agar w/5% SB 10/PK	13	\$2.78	\$36.14	\$0.278
R01240	Bordet Gengou Agar 10/PK	2	\$12.14	\$24.28	\$1.214
R01252	Brucella Agar w/5% SB 10/PK	1	\$24.90	\$24.90	\$2.490
R01280	Campy Blood Agar 10/PK	84	\$4.18	\$351.12	\$0.418
R01300	Chocolate Agar 10/PK	72	\$2.04	\$146.88	\$0.204
R01302	Chocolate Agar 100/PK	17	\$20.40	\$346.80	\$0.204
R01310	Clostridium Difficile Agar 10/PK	1	\$33.24	\$33.24	\$3.324
R01320	Columbia CNA w/5% Sheep Blood 10/PK	11	\$2.36	\$25.96	\$0.236
R01339	BCYE w/PAC 10/PK	9	\$11.94	\$107.46	\$1.194
R01480	HE Agar (Hektoen Enteric) 10/PK	73	\$3.85	\$281.05	\$0.385
R01483	HE Agar (Hektoen Enteric) 100/PK	1	\$183.20	\$183.20	\$1.832
R01550	MacConkey Agar 10/PK	80	\$2.04	\$163.20	\$0.204
R01552	MacConkey Agar 100/PK	22	\$20.40	\$448.80	\$0.204
R01556	MacConkey w/Sorbitol 10/PK	93	\$4.82	\$448.26	\$0.482
R01561	MacConkey w/Sorbitol 100/PK	1	\$48.20	\$48.20	\$0.482
R01580	Mannitol Salt Agar 10/PK	1	\$15.23	\$15.23	\$1.523
R01584	MEP(Mannitol Egg Yolk Poly B) Agar 10/PK	1	\$33.24	\$33.24	\$3.324
R01620	MH Agar (100mm) 10/PK	12	\$15.44	\$185.28	\$1.544
R01622	MH Agar w/5% Sheep Blood (100mm) 10/PK	8	\$4.38	\$35.04	\$0.438
R01626	MH Agar w/4% NaCl,6ug Oxacillin 10/PK	2	\$32.62	\$65.24	\$3.262
R01662	PEA w/5% Sheep Blood 100/PK	1	\$159.20	\$159.20	\$1.592
R01821	Spectra MRSA 10/PK	1	\$46.30	\$46.30	\$4.630
R01822	Spectra MRSA 100/PK	1	\$463.00	\$463.00	\$4.630
R01857	Strep Selective Agar 10/PK	1	\$10.29	\$10.29	\$1.029
R01884	Thayer Martin,Imp 10/PK	4	\$10.29	\$41.16	\$1.029
R01917	TSA 100/PK	34	\$20.40	\$693.60	\$0.204
R01998	Yersinia Sel (CIN) Agar 10/PK	20	\$7.93	\$158.60	\$0.793
R02462	Nocardia Quad 10/PK	16	\$38.48	\$615.68	\$3.848
R04050	MH Agar (150mm) 10/PK	9	\$5.57	\$50.13	\$0.557
R05035	PRAS Chopped Meat Broth (7.5ml) 20/PK	2	\$71.42	\$142.84	\$3.571

R060022	Acetate Differential Agar (slant) 20/PK	10	\$16.70	\$167.00	\$0.835
R060270	BHI Broth (5ml) 100/PK	1	\$115.20	\$115.20	\$1.152
R060292	Bile Esculin Agar (slant) 100/PK	1	\$71.00	\$71.00	\$0.710
R060310	Blood Agar,5% Sheep Blood (slant) 100/PK	1	\$63.80	\$63.80	\$0.638
R060312	Blood Agar,5% Sheep Blood (slant) 20/PK	12	\$13.28	\$159.36	\$0.664
R060472	Cetrimide Selective Agar (slant) 20/PK	8	\$14.34	\$114.72	\$0.717
R060482	Chocolate Agar (slant) 20/PK	3	\$12.96	\$38.88	\$0.648
R060494	Simmons Citrate Agar (slant) 100/PK	6	\$70.90	\$425.40	\$0.709
R060496	Simmons Citrate Agar (slant) 20/PK	3	\$14.18	\$42.54	\$0.709
R060572	CTA Base Control (4ml) 20/PK	1	\$29.84	\$29.84	\$1.492
R060588	CTA w/1% Dextrose (4ml) 20/PK	1	\$29.84	\$29.84	\$1.492
R060616	CTA w/1% Lactose (4ml) 20/PK	1	\$29.84	\$29.84	\$1.492
R060620	CTA w/1% Maltose (4ml) 20/PK	1	\$29.84	\$29.84	\$1.492
R060660	CTA w/1% Sucrose (4ml) 20/PK	1	\$29.84	\$29.84	\$1.492
R060752	Decarboxylase Broth Base Ctl (5ml) 20/PK	2	\$36.84	\$73.68	\$1.842
R060756	Decarboxylase Broth,Arginine (5ml) 20/PK	2	\$36.84	\$73.68	\$1.842
R060760	Decarboxylase Broth,Lysine (5ml) 20/PK	1	\$36.84	\$36.84	\$1.842
R060764	Decarboxylase Broth,Ornithine(5ml) 20/PK	1	\$36.84	\$36.84	\$1.842
R060876	Esculin Hydrolysis Agar (slant) 100/PK	4	\$60.90	\$243.60	\$0.609
R060878	Esculin Hydrolysis Agar (slant) 20/PK	1	\$56.32	\$56.32	\$2.816
R060956	Gelatin Infusion Medium (5ml) 20/PK	1	\$43.84	\$43.84	\$2.192
R061010	HI Agar (slant) 100/PK	4	\$113.20	\$452.80	\$1.132
R061030	HI Broth (5ml) 100/PK	6	\$113.20	\$679.20	\$1.132
R061288	Loefflers Medium (slant) 20/PK	1	\$18.74	\$18.74	\$0.937
R061414	Motility Test Medium w/TTC (5ml) 20/PK	3	\$57.82	\$173.46	\$2.891
R061432	MRVP Broth (2ml) 20/PK	1	\$36.22	\$36.22	\$1.811
R061536	Nitrate Broth w/DT (7ml) 20/PK	20	\$15.08	\$301.60	\$0.754
R061552	Nitrite Broth w/DT (7ml) 20/PK	4	\$18.74	\$74.96	\$0.937
R061570	Nutrient Agar (slant) 100/PK	5	\$64.70	\$323.50	\$0.647
R061572	Nutrient Agar (slant) 20/PK	1	\$10.66	\$10.66	\$0.533
R061902	OF Medium Base Control (4ml) 20/PK	1	\$91.16	\$91.16	\$4.558
R061903	OF King Medium Base Control (5ml) 20/PK	4	\$72.64	\$290.56	\$3.632
R061951	OF King Medium w/1% Maltose (5ml) 20/PK	2	\$70.58	\$141.16	\$3.529
R061990	OF Medium w/1% Sucrose (4ml) 20/PK	1	\$91.16	\$91.16	\$4.558
R061991	OF King Medium w/1% Sucrose (5ml) 20/PK	2	\$72.64	\$145.28	\$3.632
R062182	Phenylalanine Agar (slant) 20/PK	4	\$13.16	\$52.64	\$0.658
R062600	Plate Count Agar,Std Method(slant)100/PK	6	\$59.60	\$357.60	\$0.596
R062632	Pseudomonas F Agar (slant) 20/PK	4	\$12.20	\$48.80	\$0.610
R062638	Pseudomonas P Agar (slant) 20/PK	3	\$42.60	\$127.80	\$2.130
R063042	Pyruvate Broth (5ml) 20/PK	1	\$16.70	\$16.70	\$0.835
R064141	Regan Lowe Semi-Solid Transport 20/PK	110	\$67.92	\$7,471.20	\$3.396
R064446	Saline,0.85% (5ml) 100/PK	1	\$114.20	\$22.84	\$1.142
R065210	Urea Agar (slant) 100/PK	20	\$62.90	\$1,258.00	\$0.629
R065212	Urea Agar (slant) 20/PK	13	\$12.98	\$168.74	\$0.649
R07097	Diamonds Medium,Modified (10ml) 20/PK	1	\$75.12	\$75.12	\$3.756
R07160	Tetrathionate Broth (10ml) 100/PK	1	\$165.90	\$165.90	\$1.659
R07162	Tetrathionate Broth (10ml) 20/PK	7	\$33.18	\$232.26	\$1.659
R07774	Potassium Nitrate Assim Agar(slant)20/PK	1	\$20.58	\$20.58	\$1.029
R08240	Chocolate Agar (slant) 20/PK	30	\$15.08	\$452.40	\$0.754
R08382	GN Broth (10ml) 20/PK	19	\$13.14	\$249.66	\$0.657
R08385	Herrolds w/Mycobactin,Pyruv(slant) 20/PK	1	\$75.94	\$75.94	\$3.797
R08500	LJ Medium (slant) 100/PK	102	\$74.10	\$7,558.20	\$0.741
R08518	LJ Medium w/5% NaCl (slant) 20/PK	20	\$16.26	\$325.20	\$0.813
R08526	LJ Med w/5% Ferric Ammon Cit(slant)20/PK	3	\$16.88	\$50.64	\$0.844
R08574	Mitchison 7H11 Selective (slant) 100/PK	72	\$86.60	\$6,235.20	\$0.866
R08901	Trichophyton Agar #1 (slant) 20/PK	1	\$75.12	\$75.12	\$3.756
R08909	Trichophyton Agar #3 (slant) 20/PK	1	\$75.52	\$75.52	\$3.776
R08917	Trichophyton Agar #5 (slant) 20/PK	1	\$75.74	\$75.74	\$3.787
R08925	Trichophyton Agar #7 (slant) 20/PK	1	\$75.94	\$75.94	\$3.797
R09512	LJ Medium (5ml) 20/PK	20	\$15.22	\$304.40	\$0.761
R09556	Middlebrook 7H9 Broth w/PS80(5ml) 100/PK	25	\$102.70	\$2,567.50	\$1.027
R110322	PLET Agar 10/PK	1	\$32.93	\$32.93	\$3.293
R114350	Iodine for Tetrathionate 100ml	1	\$35.04	\$35.04	\$35.040
R12505	M4RT(3ml) PK/72	9	\$88.02	\$792.19	\$88.020
R20343	Colorimeter Standard Kit, Vitek	1	\$83.53	\$83.53	\$83.530
R20421	MCFARLAND STD SET- 0.5-1-2-3-4	2	\$110.27	\$220.54	\$110.270
R21051	Coagulase Plasma 15ml/VL	1	\$24.91	\$24.91	\$24.910
R21060	Coagulase Plasma PK/6 (5ml/VL)	1	\$49.79	\$49.79	\$49.790
R21085	Hippurate Disk 25Disk/VL	5	\$42.63	\$213.16	\$42.630
R21087	Indoxyl Acetate Disk 25Disk/VL	2	\$47.68	\$95.37	\$47.680
R21093	Nitrate Disk 25Disk/VL	1	\$48.00	\$48.00	\$48.000

R211173	Neisseria Enzyme Test (NET) KT/25TST	5	\$90.67	\$453.33	\$90.660
R21130	Lysostaphin KT/25TST	2	\$54.75	\$109.51	\$54.750
R21132	Microdase Disk 25Disk/VL	1	\$53.47	\$53.47	\$53.470
R211357	PRO Disk w/Reagent 25TST/KT	1	\$45.35	\$45.35	\$45.350
R21144	BactiStaph Latex 150TST/KT	1	\$104.19	\$104.19	\$104.190
R211667	Nitrocefin Disk 25Disk/VL	1	\$42.23	\$42.23	\$42.230
R21200	VP-A (alpha naphthol 5%) BTL/12ml	1	\$15.39	\$15.39	\$15.390
R21227	Indole Reagent,Kovac's BTL/25ml	1	\$13.62	\$13.62	\$13.620
R21228	Iodine for Tetrathionate 4.5ml	1	\$10.12	\$10.12	\$10.120
R21236	Methyl Red Reagent BTL/25ml	1	\$18.28	\$18.28	\$18.280
R21238	Ninhydrin Reagent BTL/25ml	2	\$25.88	\$51.76	\$25.880
R21251	Potassium Hydroxide (KOH) 3% BTL/25ml	1	\$19.54	\$19.54	\$19.540
R21258	PYR Reagent BTL/25ml	1	\$25.09	\$25.09	\$25.090
R21508	BactiDrop Desoxycholate PK/50	1	\$72.08	\$72.08	\$72.080
R21534	BactiDrop Ninhydrin PK/50	1	\$72.36	\$72.36	\$72.360
R21540	BactiDrop Oxidase PK/50	1	\$55.90	\$55.90	\$55.900
R24250	RIM E. coli O157:H7 Latex 50TST/KT	5	\$107.83	\$539.15	\$107.830
R30164801	Brucella abortus 2ml/VL	1	\$140.45	\$140.45	\$140.450
R30164901	Brucella melitensis 2ml/VL	1	\$142.51	\$142.51	\$142.510
R30167501	Neisseria meningitidis Gp B Mono 2ml/VL	1	\$324.14	\$324.14	\$324.140
R30168501	LAP Disk w/Reagent 50TST/KT	2	\$48.09	\$96.17	\$48.080
R30854301	PYR Disk w/Reagent 50TST/KT	1	\$44.25	\$44.25	\$44.250
R30854401	PYR Disk w/Reagent 100TST/KT	1	\$159.42	\$159.42	\$159.420
R30950501	Streptex KT/50TST	2	\$332.23	\$664.47	\$332.230
R450290	Egg Yolk Suspension 50% (100ml) each	5	\$43.20	\$215.99	\$43.200
R450592	ADC Enrichment (20ml) 10/PK	11	\$91.07	\$1,001.73	\$91.070
R451012	Agar 500g each	1	\$149.44	\$149.44	\$149.440
R451401	Hemoglobin 100g each	1	\$40.96	\$40.96	\$40.960
R453551	HI Broth 100g each	1	\$39.65	\$39.65	\$39.650
R455002	TSA 500g each	1	\$55.20	\$55.20	\$55.200
R4607011	S. aureus ATCC 29213 PK/5	1	\$33.32	\$33.32	\$33.320
R485102	PK/5 CGC PROBESWAB QC	3	\$56.88	\$170.65	\$56.880
R54008	Sheep Blood,Defibrinated (50ml) each	1	\$39.87	\$39.87	\$39.870
R54012	Sheep Blood,Defibrinated (100ml) each	1	\$44.29	\$44.29	\$44.290
R54084	Horse Blood,Defibrinated (25ml) each	1	\$45.28	\$45.28	\$45.280
R62025	PathoDx Strep Grouping Kit KT/60TST	1	\$257.55	\$257.55	\$257.550
R62076	PathoDx Strep Universal Kit KT/60TST	1	\$85.16	\$85.16	\$85.160
R62210	PathoDx Chlamydia Culture Conf KT/100TST	1	\$140.01	\$140.01	\$140.010
R674999	Shigella flexneri Group (3)4 AS	1	\$85.72	\$85.72	\$85.720
R679002	Shigella flexneri Type I AS	1	\$85.72	\$85.72	\$85.720
R679026	Shigella flexneri Type III AS	1	\$85.72	\$85.72	\$85.720
R679033	Shigella flexneri Type IV AS	1	\$85.72	\$85.72	\$85.720
R679040	Shigella flexneri Type V AS	1	\$85.72	\$85.72	\$85.720
R679057	Shigella flexneri Group 6 AS	1	\$85.72	\$85.72	\$85.720
R679064	Shigella flexneri Type VI AS	1	\$85.72	\$85.72	\$85.720
R679071	Shigella flexneri Group 7(8) AS	1	\$85.72	\$85.72	\$85.720
R679088	Shigella flexneri Polyvalent B AS	1	\$120.59	\$120.59	\$120.590
R679135	Salmonella H-2 AS	1	\$333.94	\$333.94	\$333.940
R679194	Shigella boydii Polyvalent C1 AS	1	\$120.59	\$120.59	\$120.590
R679217	Shigella boydii Polyvalent C2 AS	1	\$120.59	\$120.59	\$120.590
R679231	Shigella boydii Polyvalent C3 AS	1	\$120.59	\$120.59	\$120.590
R679289	Salmonella H-x AS	1	\$333.94	\$333.94	\$333.940
R679309	Shigella boydii Polyvalent C AS	1	\$120.59	\$120.59	\$120.590
R679330	Shigella sonnei Polyvalent D AS	1	\$120.59	\$120.59	\$120.590
R679388	Salmonella O Factor 3, 10 AS	1	\$85.72	\$85.72	\$85.720
R679463	Salmonella Polyvalent O AS	1	\$120.59	\$120.59	\$120.590
R679569	E. coli H-7 AS	1	\$178.23	\$178.23	\$178.230
R679657	Salmonella Polyvalent O1 AS	1	\$120.59	\$120.59	\$120.590
R679798	E. coli O157 AS	1	\$86.65	\$86.65	\$86.650
R679890	Shigella dysenteriae Polyvalent A1 AS	1	\$120.59	\$120.59	\$120.590
R679982	Shigella dysenteriae Polyvalent A AS	1	\$120.59	\$120.59	\$120.590
R681001	Mitsubishi Pack-Anaero PK/20	4	\$54.56	\$218.23	\$54.560
R681005	Mitsubishi Pack-MicroAero PK/20	16	\$42.09	\$673.38	\$42.090
R681007	Mitsubishi Pack-CO2 PK/20	1	\$42.09	\$42.09	\$42.090
R683001	Mitsubishi Anaer Ind PK/25	1	\$16.85	\$16.85	\$16.840
R685028	Mitsubishi 0.4/2.5L Rect Jar Lid-No seal	2	\$45.51	\$91.03	\$45.510
R685029	Mitsubishi 0.4/2.5L Jar Silicon Seal	1	\$6.10	\$6.10	\$6.100
R8309002	RapID Spot Indole Reagent 15ml/VL	1	\$10.49	\$10.49	\$10.490
R8311002	RapID ANA II System 20/KT	1	\$134.60	\$134.60	\$134.600
R8325102	RapID Inoculation Fluid - 1ml PK/20Tube	1	\$17.04	\$17.04	\$17.040
SR0172H	CEFIXIME TELLURITE SELECTIVE SUPP 2L	1	\$322.05	\$322.05	\$322.050

## General Information and Terms:

Please refer to Remel Quotation #82835 when making inquiries.

Payment terms are net thirty (30) days from date of invoice subject to approved credit and Seller's credit terms.

F.O.B. \$100 (Freight will be prepaid and added to the invoice for orders less than \$100)

Quoted pricing firm from 04/01/2011 to 03/31/2012.

Remel reserves the right to withdraw or adjust pricing based on significant volume reductions or significant product cost increases.

Prices quoted on products not manufactured by Remel are subject to change.

Contract Pricing is not transferable if customer is part of a merger or acquisition by another organization.

An additional Handling Fee will be charged for shipments requiring special instructions such as expedited or Saturday delivery.

A Hazmat Charge will be processed for shipment of Hazardous Materials.

Any purchase order placed against this quotation will acknowledge agreement of the terms hereof, including Remel's Standard Terms and Conditions of Sale, which are attached and incorporated herein.

Royalty fees apply to ATCC derived quality control organisms.

All customers purchasing products containing ATCC derived organisms must first agree to the terms of ATCC's Licensed Derivative ® Program End User Agreement before any ATCC products may be shipped. Customers may sign up for ATCC's licensing program by accessing Remel's website at [www.remel.com](http://www.remel.com) and clicking on ATCC Licensed Derivative ® Program or by calling our customer service department at 1-800-255-6730.

Items containing mercury will not be shipped to Connecticut, Rhode Island, or Louisiana.

## Ship To Addresses:

413978	MICHIGAN DEPT OF COMM HEALTH	3350 N MLK BLVD BLDG 44 RM 15	LANSING, MI 48906
417915	MICHIGAN DEPT OF COMM HEALTH	927 TERMINAL DR GS STOCK RM	LANSING, MI 48906
417926	MICHIGAN DEPT OF COMM HEALTH	1402 E SHARON AVE STE 301	HOUGHTON, MI 49931
417931	KALAMAZOO COUNTY HSD LAB	3299 GULL NAZARETH RD COMPLEX MAIN WING	KALAMAZOO, MI 49048
417932	KENT COUNTY HEALTH DEPT LAB	700 FULLER AVE NE	GRAND RAPIDS, MI 49503
417933	MICHIGAN DEPT OF COMM HEALTH	927 TERMINAL DR GS STOCK RM	LANSING, MI 48906
417934	MICHIGAN DEPT OF PUBLIC HEALTH	1402 E UPPER PENINSULA SHARON LABORATORY AVE	HOUGHTON, MI 49931
417935	SAGINAW COUNTY HEALTH DEPT	1600 N LABORATORY RM MICHIGAN 108 AVE	SAGINAW, MI 48602
430843	MICHIGAN DEPT OF COMM HEALTH	3350 N BLDG 44 RM 218 MARTIN LUTHER KING BLVD	LANSING, MI 48909

Please reference Quotation Number 82835 on initial order. Prices quoted on products not manufactured by REMEL are subject to change. Unless otherwise indicated, terms and conditions per REMEL Catalog.

Operator  
ID: c00jvh  
Price List:  
C Level: 0

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

March 22, 2011

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B0200147**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>Remel, Inc.</b> <b>12076 Santa Fe Dr.</b> <b>Lenexa, KS 66285</b>  Email: erin.evans@thermofisher.com	TELEPHONE Millie Minor-Gibson <b>(800)255-6730 ext. 3304225</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 <b>Kristen Robel</b>
Contract Compliance Inspector: Penny Saites <b>Media Reagents and Test Kits – Michigan Department of Community Health</b>	
CONTRACT PERIOD: <b>3 yrs. + 2 one-year options</b> From: <b>May 1, 2010</b> To: <b>April 30, 2013</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:	

**NATURE OF CHANGE(S):**

Effective immediately, the Contract Compliance Inspector for this contract is hereby **CHANGED** to:

**Penny Saites**  
 517 373-5206  
[SaitesP@michigan.gov](mailto:SaitesP@michigan.gov)

Please also note, the buyer for this contract is **CHANGED** to:

**Kristen Robel**  
 517 373-7396  
[RobelK@michigan.gov](mailto:RobelK@michigan.gov)

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

**AUTHORITY/REASON(S):**

Per agency and DTMB Purchasing Operations request and agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$212,566.41**

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

July 1, 2010

NOTICE  
 OF  
 CONTRACT NO. 071B0200147  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR  <b>Remel, Inc.</b> <b>12076 Santa Fe Dr.</b> <b>Lenexa, KS 66285</b>  Email: <a href="mailto:erin.evans@thermofisher.com">erin.evans@thermofisher.com</a>	TELEPHONE Millie Minor-Gibson <b>(800)255-6730 ext. 3304225</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517)241-1647 <b>Irene Pena, Buyer Specialist</b>
Contract Compliance Inspector: James Rudrick <b>Media Reagents and Test Kits – Michigan Department of Community Health</b>	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: <b>May 1, 2010</b> To: <b>April 30, 2013</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:	

**TOTAL ESTIMATED CONTRACT VALUE: \$212,566.41**

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

**CONTRACT NO. 071B0200147**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR  <b>Remel, Inc.</b> <b>12076 Santa Fe Dr.</b> <b>Lenexa, KS 66285</b>  Email: erin.evans@thermofisher.com		TELEPHONE Millie Minor-Gibson <b>(800)255-6730 ext. 3304225</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517)241-1647 <b>Irene Pena, Buyer Specialist</b>
Contract Compliance Inspector: James Rudrick <b>Media Reagents and Test Kits – Michigan Department of Community Health</b>		
CONTRACT PERIOD: <b>3 yrs. + 2 one-year options</b> From: <b>May 1, 2010</b> To: <b>April 30, 2013</b>		
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>	
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>		
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of ITB #071I0200015, this Contract Agreement and the vendor's quote dated 1/25/2010. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</b>  <b>Estimated Contract Value: \$212,566.41</b>		

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I0200015. Orders for delivery will be issued directly by the Department of Community Health through the issuance of a Purchase Order Form. All terms and conditions of the invitation to bid are made a part hereof.

**FOR THE CONTRACTOR:**

**Remel, Inc**  
 \_\_\_\_\_  
 Firm Name

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

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

\_\_\_\_\_  
 Date

**FOR THE STATE:**

\_\_\_\_\_  
 Signature  
**Irene Pena, Buyer Specialist**  
 \_\_\_\_\_  
 Name/Title  
**Commodities Division, Purchasing Operations**  
 \_\_\_\_\_  
 Division

\_\_\_\_\_  
 Date

## DEFINITIONS

“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” has the meaning given in **Section 2.093**.

“Contractor(s)” are those companies that submit a proposal in response to this RFP.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday, Office of State **Employer mandated furlough day**, 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” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work

“DMB” means the Michigan Department of Management and Budget

“Environmentally preferable products” means 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 which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.214**.

“Hazardous material” means 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” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential Contractors

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means 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” means 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, hydrochlorofluorocarbons.

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

“Recycling” means 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” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

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

“Subcontractor” means 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” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means 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” means 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.



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

**1.010 Project Identification**

**1.011 Project Request**

This is a Contract for media, reagents, laboratory supplies, and test kits, necessary to perform infectious disease testing at the Michigan Department of Community Health.

**1.012 Background**

The Michigan Department of Community Health Bureau of Laboratories (MDCH BOL) functions as the public health laboratory for the state of Michigan. The laboratory conducts testing for a variety of infectious agents including, but not limited to mycobacteria, fungi, bacteria, parasites, and viruses. This testing may require the cultivation and identification of agents using a broad array microbiological media, reagents, and test kits. Media and reagents may be prepared in-house from individually purchased components or may be purchased as an end-user product. This contract is intended to cover the purchase of prepared media, media components, reagents, and kits used by MDCH BOL..

**1.020 Scope of Work and Deliverables**

**1.021 In Scope**

This is a contract for media, reagents, and test kits. Any product received in a single shipment must be of a single lot number and must have an expiration as long as possible (ideally greater than 80% of the manufacturers’ shelf life at the time of preparation).

Contractor Response:

Remel cannot guarantee one lot orders. The State of Michigan will receive adequate shelf life, however, Remel does ship on a first in first out basis. One lot orders are only possible if the order is placed direct and not via EDI.

**1.022 Work and Deliverable**

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. The Contractor shall provide shipments of media and reagents as requested by the Laboratory. DO NOT SHIP any products prior to approval. Consumables shall be shipped by the Contractor within two (2) business days (including the day the order is received) after receipt of the order.
2. The State requires that their not be a minimum order quantity.
3. The Contract must replace any damaged or out-dated, or short-dated products received at no cost.
4. All test kits and supplies must be shipped at MDCH’s request only.
5. Any product that fails to meet the quality control specifications of the state will be replaced by the contractor at no cost to the stste.

Contractor Response to Task:

Agreed

**1.030 Roles and Responsibilities**

**1.031 Contractor Staff, Roles, and Responsibilities**

Contractor shall discuss their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. Contractors shall have internal controls,



approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The contractor shall verify orders that have quantities that appear to be abnormal or excessive.

It is the preference of the State of Michigan that the Contractor have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. It is the preference of the State of Michigan that the Contractor have experienced sales representatives make timely personal visits to State accounts. The Contractor’s customer service must respond to State agency inquiries promptly. It is the preference of the State of Michigan that the Contractor provides a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this Contract shall be ordered by issuance of a purchase order, unless otherwise defined within Contract, orders will be issued by the Department of Community Health.

All purchase orders are subject to the terms and conditions of this Contract. In the event of a conflict between a purchase order and the contract, the contract shall control.

If mailed, a purchase order is considered “issued” when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

Contractor Response:

Agreed

**1.040 Project Plan**

**1.041 Project Plan Management**

The contractor will carry out this project under the direction and control of the Michigan Department of Community Health, Bureau of Laboratories. Although there will be continuous liaison with the contractor team, the client agency’s project director will meet monthly as a minimum, with the contractor’s project manager for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems that arise.

The contractor will submit brief written quarterly summaries of usage. A copy of this report will be forwarded to the named buyer in Purchasing Operations.

Contractor Response:

Agreed

**1.042 Reports – Reserved**

**1.050 Acceptance**

**1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

All reagents and media must meet the quality control requirements of the Bureau of Laboratories. This includes, but is not limited to sterility, appropriate growth or inhibition of control organisms, concentration, and expiration dates. Any materials that are damaged or fail to pass quality control will be returned to the vendor, at the vendor’s expense, and replaced at no charge.



**1.052 Final Acceptance**

The Contractor agrees to supply all that the state requires. All consumables, testing kits and supplies must meet the quality control requirements of the Michigan Department of Community Health, Bureau of Laboratories.

**1.060 Proposal Pricing**

**1.061 Proposal Pricing**

For authorized Price List, see Attachment A.

Contractor’s out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State’s current travel reimbursement rates. See [www.michigan.gov/dmb](http://www.michigan.gov/dmb) for current rates.

**1.062 Price Term**

( X ) Fixed with prospective re-determination at an agreed upon time

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on MCPI. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. **The Contractor remains responsible for performing according to the contract terms at the contract price for all orders received before price revisions are approved or before the contract is cancelled.**

**1.063 Tax Excluded from Price**

- (a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- (b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State’s exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

**1.064 Holdback – Reserved**



**1.070 Commodity Requirements and Terms**

***Product Quality***

**1.0701 Specifications**

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the "Invitation To Bid" and/or copies of specifications attached.

**1.0702 Alternate Bids- Reserved**

**1.0703 Research and Development**

Contractor shall discuss their ability to invest in new product development and research to stay current with ongoing demands.

Contractor Response:

Remel consistently analyzes and are actively involved with product development designed to meet the needs of the emerging microbiology marketplace.

**1.0704 Quality Assurance Program**

Contractors to provide detail regarding any Quality Assurance Program(s) that are currently in place within their organization.

Contractor Response:

All lot numbers of Remel products have been tested using quality control organisms derived from ATCC strains and have been found to be acceptable. These quality control organisms are listed on each IFU and strains specified in the current CLSI standard M22 are specifically noted. Additional quality control organisms are often used by Remel to further validate the performance of a specific medium.

Control organisms should be tested in accordance with established laboratory quality control procedures. If aberrant quality control results are noted, patient results should not be reported until the discrepancy is resolved. Microorganism used in quality control procedures should be pure and well isolated. These organisms may be used to test for growth of selective performance of a medium. Refer to CLSI standard M22 for detailed instructions pertaining to source, handling and storage of quality control organisms.

**1.0705 Warranty for Products or Services**

Contractors shall discuss all aspects of their warranty. This shall include the warranty associated with the actual product being proposed, as well as the warranty associated with any service work performed under the contract. Contractors shall also discuss how they will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process State agencies should follow to report warranty issues.

Contractor Response:

Remel warrants that all products will perform satisfactorily for their intended use. When used and stored as directed and used by the expiration date. If a product does not perform as warranted, please notify us immediately. Certificates of Quality are available upon request.

**1.0706 Training – Reserved**



**1.0707 Special Programs**

The State is interested in any other special programs that vendor's may have. Please discuss these programs, such as return policies, trade-in programs allowing the return of new product not needed, quantity discounts, etc.

Contractor Response:

None

**1.0708 Security**

This Contract may require frequent deliveries to State of Michigan facilities. Contractors shall discuss in their proposals all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, Contractors shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, Contractors shall provide the results of all security background checks.

Upon review of the security measures included in a Contractor's proposal and if that Contractor is awarded the contract, the State will decide whether to issue State ID badges to the Contractor's delivery personnel or accept the ID badge issued to delivery personnel by the Contractor.

The State may decide to also perform a security background check. If so, Contractors will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities; see section 2.051, Background Checks and Security.

Contractor Response:

Remel will comply.

**Delivery Capabilities**

**1.0709 Time Frames**

It is requested that all orders be delivered within five (5) calendar days after receipt of order.

Contractor Response:

Remel will comply

**1.710 Minimum Order**

The minimum order is zero.

Contractor Response:

Remel will comply.



**1.0711 Packaging**

The Contractor is requested to provide packaging that most closely meets these packaging sizes. However, Contractors can submit alternates. The state reserves the right of final approval on packaging offered by the Contractor.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of the Michigan Department of Transportation (MDOT) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

Contractor Response:

Remel will comply.

**1.0712 Palletizing**

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturer’s standard 4-way shipping pallets are acceptable.

Contractor Response:

Remel will comply.

**1.0713 Delivery Term**

( X )F.O.B. \_Bureau of Laboratories Warehouse, 927 Terminal Drive, Lansing, MI 48906

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders of zero or more to the State, or on all orders totaling or in excess of the Contractor's minimum order requirement stated on the Item Listing

Other F.O.B. terms will not be accepted and shall disqualify a Contractor from further consideration. This supersedes “Instructions” contained within the DMB-285, Request for Proposal form.

Freight Charges - Should an agency order below the minimum order requirement of a Contract, or should a vendor quote F.O.B. Shipping Point on one-time purchases, the Contractor should choose the most economically advantageous carrier and must be approved by the using agency.

Contractor Response:

Remel will use the most economical shipping for the destination.

**1.0714 Contract Performance**

Indicate if the Contractor has had a contract terminated for default in the last three years. Termination for default is defined as notice to stop performance which was delivered to the Contractor due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and determined that the Contractor was in default. If the Contractor has not had a contract terminated for default, the Contractor must affirmatively state this under "Reason" below.

If no terminations exist, the Contractor must affirmatively state this.

**Note:** If the Contractor has had a contract terminated for default in this period, the Contractor must submit full details including the other party's name, address, and phone number Purchasing Operations will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.



**Termination:** None  
**Reason:** \_\_\_\_\_  
 \_\_\_\_\_

**1.0715 Place of Performance**

Contractors, in the performance of this contract, must state if they intend to use one or more plants or facilities located at a different address from the address indicated in section 4.011. The following information must be provided for these plants or facilities:

<b>Place of Performance Full address</b>	<b>Owner/Operator of facility to be used</b>	<b>Percent (%) of Contract value to be Performed at listed Location</b>
NA		

**1.0716 Environmental Requirements - Reserved**

**1.0717 Subcontractors**

Indicate below **ALL** work to be subcontracted under this Contract (use additional attachment if necessary; estimates are acceptable):

<b>Description of Work to be sub-contracted</b>	<b>Percent (%) of total contract value to be sub- contracted</b>	<b>Sub-contractor's name and principal place of business (City and State)</b>
None		

**1.0718 Reports and Meetings – Reserved**

**1.0719 Samples/Models – Reserved**

**1.080 Additional Requirements**

**1.81 Additional Terms and Conditions**

By submitting a bid response, the Contractor agrees to all Terms & Conditions contained in this Contract.



**Article 2, Terms and Conditions**

**2.000 Contract Structure and Term**

**2.001 Contract Term**

This Contract is for a period of three (3) years beginning May 1, 2010 through April 30, 2013. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract’s stated term, will remain in effect for the balance of the fiscal year for which they were issued.

**2.002 Options to Renew**

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 two (2) additional one (1)year periods.

**2.003 Legal Effect**

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

**2.004 Attachments & Exhibits**

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

**2.005 Ordering**

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

**2.006 Order of Precedence**

- (a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.
- (b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.



**2.007 Headings**

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

**2.008 Form, Function & Utility**

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

**2.009 Reformation and Severability**

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

**2.010 Consents and Approvals**

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

**2.011 No Waiver of Default**

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

**2.012 Survival**

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

**2.020 Contract Administration**

**2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and Department of Community Health (DCH) – Bureau of Laboratories (BOL) (collectively, including all other relevant State of Michigan departments and agencies, the “State”). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Irene Pena, Buyer Specialist  
 Purchasing Operations  
 Department of Management and Budget  
 Mason Bldg, 2nd Floor  
 PO Box 30026  
 Lansing, MI 48909  
[Penai1@michigan.gov](mailto:Penai1@michigan.gov)  
 (517) 241-1647

**2.022 Contract Compliance Inspector (CCI)**

After DMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with DCH - BOL will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise**



**alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:

Shirley Martin  
Michigan Department of Community Health  
Bureau of Budget and Audit  
Contract Management Section  
Phone: 517-241-2305  
Fax: 517-241-4845

**2.023 Project Manager – Reserved**

**2.024 Change Requests**

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a “Contract Change Notice”).
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

**2.025 Notices**

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

State:  
State of Michigan  
Purchasing Operations  
Attention: Irene Pena  
PO Box 30026  
530 West Allegan  
Lansing, Michigan 48909



Contractor:  
 Laura Evans  
 Remel, Inc.  
 12076 Santa Fe Dr.  
 Lenexa, KS 66285

Either party may change its address where notices are to be sent by giving notice according to this Section.

**2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor’s behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

**2.027 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

**2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

**2.029 Assignments**

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State’s likelihood of receiving performance on the Contract or the State’s ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

**2.030 General Provisions**

**2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.



**2.032 Contract Distribution**

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

**2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

**2.034 Website Incorporation**

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

**2.035 Future Bidding Preclusion**

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

**2.036 Freedom of Information**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the “FOIA”).

**2.037 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

**2.040 Financial Provisions**

**2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

**2.042 Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor’s charges under such Statement of Work commensurate with the reduction in scope.

**2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.



**2.044 Invoicing and Payment – In General**

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State’s accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor’s invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.
- (c) Correct invoices will be due and payable by the State, in accordance with the State’s standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

**2.045 Pro-ration – Reserved**

**2.046 Antitrust Assignment**

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

**2.047 Final Payment**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party’s continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor’s acceptance of final payment by the State under this Contract shall constitute 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 unsettled.

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpxpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

**2.050 Taxes**

**2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.



**2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

**2.060 Contract Management**

**2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

**2.062 Contractor Key Personnel Deleted, Not Applicable**

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.



**2.063 Re-assignment of Personnel at the State’s Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State’s request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State’s request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State’s required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

**2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor’s offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

**2.065 Contractor Identification**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

**2.066 Cooperation with Third Parties**

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State’s Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State’s agents and other contractors reasonable access to Contractor’s Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor’s time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor’s performance under this Contract with the requests for access.

**2.067 Contract Management Responsibilities**

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

**2.068 Contractor Return of State Equipment/Resources**

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

**2.070 Subcontracting by Contractor**

**2.071 Contractor full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.



**2.072 State Consent to delegation**

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State’s request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State’s request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State’s required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

**2.073 Subcontractor bound to Contract**

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State’s written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

**2.074 Flow Down**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

**2.075 Competitive Selection**

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

**2.080 State Responsibilities**

**2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

**2.082 Facilities**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor’s personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the “State Facilities”). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor’s use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.



**2.090 Security**

**2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State’s security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State’s security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

**2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

**2.093 PCI Data Security Requirements - Reserved**

**2.100 Confidentiality**

**2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, “Confidential Information” of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. “Confidential Information” of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. “Confidential Information” excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

**2.102 Protection and Destruction of Confidential Information**

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party’s Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, 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



scope of responsibility, 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 and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

**2.103 Exclusions**

Notwithstanding the foregoing, the provisions of **Section 2.080** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.080** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

**2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

**2.105 Respective Obligations**

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

**2.110 Records and Inspections**

**2.111 Inspection of Work Performed - Reserved**

**2.112 Examination of Records**

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

**2.113 Retention of Records**

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be



retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

**2.114 Audit Resolution**

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

**2.115 Errors**

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

**2.120 Warranties**

**2.121 Warranties and Representations**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement.



Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

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

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Contractor for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Contractor; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor’s original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

**2.122 Warranty of Merchantability**

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

**2.123 Warranty of Fitness for a Particular Purpose**

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor’s skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

**2.124 Warranty of Title**

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.



**2.125 Equipment WarrantyDelete - Reserved**

**2.126 Equipment to be New- Reserved**

**2.127 Prohibited Products**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

**2.128 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

**2.130 Insurance**

**2.131 Liability Insurance**

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

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

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

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

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

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

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

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

- 1. Commercial General Liability with the following minimum coverage:
  - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate.



The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

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

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

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

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

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

4. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
- \$100,000 each employee by disease
- \$500,000 aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

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

**2.132 Subcontractor Insurance Coverage**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those



Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor’s insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.

**2.133 Certificates of Insurance and Other Requirements**

Contractor must furnish to DMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the “Certificates”). The Certificate must be on the standard “accord” form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies **WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED** without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer’s attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

**2.140 Indemnification**

**2.141 General Indemnification**

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

**2.142 Code Indemnification**

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

**2.143 Employee Indemnification**

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



**2.144 Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State’s or Contractor’s opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor’s sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State’s satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor’s charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys’ fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

**2.145 Continuation of Indemnification Obligations**

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

**2.146 Indemnification Procedures**

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

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a “Notice of Election”). After notifying Contractor of a claim and before the State receiving Contractor’s Notice of Election, the State is entitled to defend against the claim, at the Contractor’s expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor’s financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public



law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State’s receipt of Contractor’s information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor’s financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer’s attorney represents the State under this Section, the insurer’s attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

**2.150 Termination/Cancellation**

**2.151 Notice and Right to Cure**

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

**2.152 Termination for Cause**

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys’ fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

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

**2.153 Termination for Convenience**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State’s best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or



New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

**2.154 Termination for Non-Appropriation**

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

**2.155 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

**2.156 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

**2.157 Rights and Obligations upon Termination**

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor’s possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an “As-Is” basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as



otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State’s property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

**2.158 Reservation of Rights**

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

**2.160 Termination by Contractor**

**2.161 Termination by Contractor**

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

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

**2.170 Transition Responsibilities**

**2.171 Contractor Transition Responsibilities**

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed (15) days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

**2.172 Contractor Personnel Transition**

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor’s subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the



Services of Contractor’s subcontractors or vendors. Contractor will notify all of Contractor’s subcontractors of procedures to be followed during transition.

**2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor’s possession subject to appropriate payment by the State.

**2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

**2.175 Transition Payments**

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

**2.176 State Transition Responsibilities**

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

**2.180 Stop Work**

**2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

**2.182 Cancellation or Expiration of Stop Work Order**

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor’s costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.



**2.183 Allowance of Contractor Costs**

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150**.

**2.190 Dispute Resolution**

**2.191 In General**

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor’s performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor’s Contract Administrator or the Contract Administrator’s designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor’s performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor’s best knowledge and belief.

**2.192 Informal Dispute Resolution**

- (a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:
  - (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
  - (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other’s position.
  - (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
  - (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State’s final action and the exhaustion of administrative remedies.
- (b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.163**.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

**2.193 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.162** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.



**2.194 Continued Performance**

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party’s right to terminate the Contract as provided in **Section 2.150**, as the case may be.

**2.200 Federal and State Contract Requirements**

**2.201 Nondiscrimination**

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

**2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

**2.203 Workplace Safety and Discriminatory Harassment**

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

**2.204 Prevailing Wage**

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.



**2.210 Governing Law**

**2.211 Governing Law**

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

**2.212 Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

**2.213 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

**2.220 Limitation of Liability**

**2.221 Limitation of Liability**

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

The Contractor’s liability for damages to the State is limited to two times the value of the Contract or \$500,000 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on this Contract.

The State’s liability for damages to the Contractor is limited to the value of the Contract.

**2.230 Disclosure Responsibilities**

**2.231 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor’s publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.



- (b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:
  - (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
  - (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
    - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
    - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
  - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB PurchOps.
  - (2) Contractor must also notify DMB PurchOps within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
  - (3) Contractor must also notify DMB PurchOps within 30 days whenever changes to company affiliations occur.

**2.232 Call Center Disclosure- Reserved**

**2.233 Bankruptcy**

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the “Work in Process” and finish the Works in Process by whatever appropriate method the State may deem expedient if:

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

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

**2.240 Performance**

**2.241 Time of Performance**

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.211(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State’s failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.



(d) Should the State of Michigan issue an Executive Order thru the Office of State Employer mandating furlough days, the furlough days will not be considered a Business Day. The Contractor will not seek additional costs from the State for project schedule extensions to the extent such extensions are needed due to Contractor's inability to complete deliverables and milestones in accordance with the project schedule as a result of the above mentioned furlough days.

**2.242 Service Level Agreements (SLAs)**

- (a) SLAs will be completed with the following operational considerations:
  - (i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
  - (ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
  - (iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
  - (iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
    - 1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
    - 2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

**2.243 Liquidated Damages- Reserved**

**2.244 Excusable Failure**

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



If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor’s performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State’s option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor’s default or delay in performance through the use of alternate sources, workaround plans or other means.

**2.250 Approval of Deliverables**

**2.251 Delivery Responsibilities**

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

- (a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered “F.O.B. Destination, within Government Premises.” The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
- (b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.
- (c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper’s delivery document(s) and appropriate procedures to record the damage. Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

**2.252 Delivery of Deliverables**

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document (“Written Deliverable”), a good (“Physical Deliverable”) or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

**2.253 Testing- Reserved**

**2.254 Approval of Deliverables, In General- Reserved**



**2.255 Process For Approval of Written Deliverables - Reserved**

**2.256 Process for Approval of Services- Reserved**

**2.257 Process for Approval of Physical Deliverables- Reserved**

**2.258 Final Acceptance- Reserved**

**2.260 Ownership**

**2.261 Ownership of Work Product by State – Reserved**

**2.262 Vesting of Rights – Reserved**

**2.263 Rights in Data**

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

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

**2.264 Ownership of Materials**

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

**2.270 State Standards**

**2.271 Existing Technology Standards**

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State’s existing technology standards at <http://www.michigan.gov/dit>.

**2.272 Acceptable Use Policy**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State’s Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State’s Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor’s access to the State system if a violation occurs.

**2.273 Systems Changes**

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State’s approval must be done according to applicable State procedures, including security, access and configuration management procedures.



**2.280 Extended Purchasing**

**2.281 MiDEAL**

Public Act 431 of 1984 permits DMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: [www.michigan.gov/buymichiganfirst](http://www.michigan.gov/buymichiganfirst). Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to and pay the local unit of government on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

Please Visit Mi DEAL at [www.michigan.gov/buymichiganfirst](http://www.michigan.gov/buymichiganfirst) under MiDEAL.

Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP.

**2.282 State Employee Purchases - Reserved**

**2.290 Environmental Provision**

**2.291 Environmental Provision**

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**2.300 Other Provisions**

**2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials**

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

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



**Attachment A, Price Listing**

Item Number	Product Description	Unit	Est. Annual Volume	Unit Price Pack/ctn/case/box	X 3 years
1	Media, plated Columbia CNA w/5% sheep blood Brand: <u>Remel</u> Product/Order #: <u>R01320 exact or equal to</u> # Pkg: <u>10</u>	PG	18	\$ <u>2.29</u> Per/Pkg	\$ <u>123.66</u> Per/Pkg
2	Media, plated Columbia CNA w/5% sheep blood Brand: <u>Remel</u> Product/Order #: <u>R01215 exact or equal to</u> # Pkg: <u>10</u>	Pg	24	\$ <u>2.70</u> Per/Pkg	\$ <u>194.40</u> Per/Pkg
3	Media, plated, Buffered Charcoal Yeast Extract Agar w/PAC Brand: <u>Remel</u> Product/Order #: <u>R01339 exact or equal to</u> # Pkg: <u>10</u>	PG	12	\$ <u>10.90</u> Per/Pkg	\$ <u>392.40</u> Per/Pkg
4	Media, plated Bordet-Gengou Blood Agar Brand: <u>Remel</u> Product/Order #: <u>R01240 exact or equal to</u> # Pkg: <u>10</u>	PG	4	\$ <u>11.80</u> Per/Pkg	\$ <u>141.60</u> Per/Pkg
5	Media, plated, campylobacter blood agar w/5% antibiotics Brand: <u>Remel</u> Product/Order #: <u>R01280 exact or equal to</u> # Pkg: <u>10</u>	Pkg	30	\$ <u>4.06</u> Per/Pkg	\$ <u>365.40</u> Per/Pkg
6	Media, plated, Hektoen Agar Brand: <u>Remel</u> Product/Order #: <u>R01480 exact or equal to</u> # Pkg: <u>10</u>	Pkg	30	\$ <u>3.74</u> Per/Pkg	\$ <u>336.60</u> Per/Pkg



7	Media, plated, MacConkey Agar w/Sorbitol Brand: <u>Remel</u> Product/Order #: <u>R01556 exact or equal to</u> # Pkg: <u>10</u>	Pkg	50	\$ <u>4.68</u> Per/Pkg	\$ 702.00 Per/Pkg
8	Media, plated, MacConkey agar Brand: <u>Remel</u> Product/Order #: <u>R01552 exact or equal to</u> #Pkg/Case: <u>100</u>	Case	52	\$ <u>19.80</u> Per/Case	\$ <u>3,088.80</u> Per/Case
9	Media, plated, Trypticase Soy agar Brand: <u>Remel</u> Product/Order #: <u>R01917</u> #Pkg/Case: <u>100</u>	Case	52	\$ <u>19.80</u> Per/Case	\$ <u>3,088.80</u> Per/Case
10	Media, plated, Trypticase Soy Agar w/Sheep Blood Brand: <u>Remel</u> Product/Order #: <u>R01202 exact or equal to</u> #Pkg/Case: <u>100</u>	Case	140	\$ <u>19.80</u> Per/Case	\$ <u>8,316.00</u> Per/Case
11	Media, plated, Mueller-Hinton Agar, 15 x 150mm Brand: <u>Remel</u> Product/Order #: <u>R04050 exact or equal to</u> # Pkg: <u>10</u>	Pkg	30	\$ <u>5.41</u> Per/Pkg	\$ <u>486.90</u> Per/Pkg
12	Media, plated, Mueller-Hinton agar w/Sheep Blood, 100 x 15mm Brand: <u>Remel</u> Product/Order #: <u>R01662 exact or equal to</u> #Pkg/Case: <u>100</u>	Pkg	12	\$ <u>154.70</u> Per/Pkg	\$ <u>5,569.20</u> Per/Pkg
13	Media, plated, Yersinia Agar Brand: <u>Remel</u> Product/Order #: <u>R01998 exact or equal to</u> # Pkg: <u>10</u>	Pkg	12	\$ <u>7.71</u> Per/Pkg	\$ <u>277.56</u> Per/Pkg



14	Media, tubes, Nitrate Broth	Pkg	50	\$ <u>14.66</u> Per/Pkg	<u>\$2,199.00</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R061536 exact or equal to</u>				
	# Pkg: <u>20</u>				
15	Media, tubes, Nitrite Broth	Pkg	30	\$ <u>18.22</u> Per/Pkg	\$1,639.80 Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R061552 exact or equal to</u>				
	# Pkg: <u>20</u>				
16	Media, tubes, Phenylalanine slants	Pkg	30	\$ <u>12.78</u> Per/Pkg	<u>\$ 1,150.20</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R062182 exact or equal to</u>				
	# Pkg: <u>20</u>				
17	Media, tubes, Pyruvate Broth	Pkg	4	\$ <u>16.22</u> Per/Pkg	<u>\$ 194.64</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R063042 exact or equal to</u>				
	# Pkg: <u>20</u>				
18	Media, slants, Bile Esculin Agar	Case	3	\$ <u>69.00</u> Per/Case	<u>\$621.00</u> Per/Case
	Brand: <u>Remel</u>				
	Product/Order #: <u>R060292 exact or equal to</u>				
	#Pkg/Case: <u>100</u>				
19	Media, slants, Plate Count Agar	Case	32	\$ <u>57.90</u> Per/Case	<u>\$5,558.40</u> Per/Case
	Brand: <u>Remel</u>				
	Product/Order #: <u>R062600 exact or equal to</u>				
	#Pkg/Case: <u>100</u>				
20	Media, slants, Pseudomonas F	Pkg	16	\$ <u>11.86</u> Per/Pkg	<u>\$ 569.28</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R062632 exact or equal to</u>				
	# Pkg: <u>20</u>				



21	Media, slants, Pseudomonas P	Pkg	16	\$ <u>41.40</u> Per/Pkg	\$ <u>1,987.20</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R062638 exact or equal to</u>				
	# Pkg: <u>20</u>				
22	Media, slants, Acetate Differential Agar	Pkg	36	\$ <u>16.22</u> Per/Pkg	\$ <u>1,751.76</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R060022 exact or equal to</u>				
	# Pkg: <u>20</u>				
23	Media, slants, Simmon's Citrate Agar	Case	16	\$ <u>68.90</u> Per/Case	\$ <u>3,307.20</u> Per/Case
	Brand: <u>Remel</u>				
	Product/Order #: <u>R060494 exact or equal to</u>				
	#Pkg/Case: <u>100</u>				
24	Media, slants, Urea Agar	Case	36	\$ <u>61.10</u> Per/Case	\$ <u>6,598.80</u> Per/Case
	Brand: <u>Remel</u>				
	Product/Order #: <u>R065210 exact or equal to</u>				
	#Pkg/Case: <u>100</u>				
25	Media, slants, Centrimide Agar	Pkg	18	\$ <u>13.94</u> Per/Pkg	\$ <u>752.76</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R060472 exact or equal to</u>				
	# Pkg: <u>20</u>				
26	Media slants, Esculin Hydrolysis Agar	Case	12	\$ <u>59.20</u> Per/Pkg	\$ <u>2,131.20</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R060876 exact or equal to</u>				
	#Pkg/Case: <u>100</u>				
27	Media, slants, Heart Infusion Agar	Case	20	\$ <u>110.00</u> Per/Case	\$ <u>6,600.00</u> Per/Case
	Brand: <u>Remel</u>				
	Product/Order #: <u>R061010 exact or equal to</u>				
	#Pkg/Case: <u>100</u>				



28	Media, tubes, Heart Infusion Broth	Case	24	\$ <u>110.00</u> Per/Case	\$ <u>7,920.00</u> Per/Case
	Brand: <u>Remel</u>				
	Product/Order #: <u>R061030 exact or equal to</u>				
	#Pkg/Case: <u>100</u>				
28	Media, slants, Loeffler Blood Serum agar	Pkg	4	\$ <u>18.22</u> Per/Pkg	\$ <u>218.64</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R061288 exact or equal to</u>				
	# Pkg: <u>20</u>				
29	Media, slants, nutrient Agar	Pkg	4	\$ <u>9.78</u> Per/Pkg	\$ <u>117.36</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R061572 exact or equal to</u>				
	# Pkg: <u>20</u>				
30	Media, tubed, Tetrathionate Broth	Case	8	\$ <u>32.24</u> Per/Pkg	\$ <u>773.76</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R07162 exact or equal to</u>				
	#Pkg/Case: <u>20</u>				
31	Reagent, Iodine for Tetrathionate Broth, 100ml	Btl	3	\$ <u>34.05</u> Per/Btl	\$ <u>306.45</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R114350 exact or equal to</u>				
	# Pkg/Box/Ctn: <u>100 ml bottle</u>				
32	Media, tubes, GN Broth	Pkg	18	\$ <u>12.76</u> Per/Pkg	\$ <u>689.04</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R08382 exact or equal to</u>				
	# Pkg: <u>20</u>				



33	Slants, TrypticSoy Agar/Sheep Blood Brand: <u>Remel</u> Product/Order #: <u>R060312 exact or equal to</u> # Pkg: <u>20</u>	Pkg	8	\$ <u>12.90</u> Per/Pkg	\$ <u>309.60</u> Per/Pkg
34	Media, Plated, Chocolate Agar Brand: <u>Remel</u> Product/Order #: <u>R01302 exact or equal to</u> #Pkg/Case: <u>100</u>	Pkg	52	\$ <u>19.80</u> Per/Case	\$ <u>3088.80</u> Per/Case
35	Media, Slants, Chocolate Agar Brand: <u>Remel</u> Product/Order #: <u>R08240 exact or equal to</u> # Pkg: <u>20</u>	Pkg	48	\$ <u>14.66</u> Per/Pkg	\$ <u>2,111.04</u> Per/Pkg
36	Mannitol Salt Agar Brand: <u>Remel</u> Product/Order #: <u>R1580 exact or equal to</u> # Pkg: <u>10</u>	Pkg	6	\$ <u>14.80</u> Per/Pkg	\$ <u>266.40</u> Per/Pkg
37	Media, Platead, BHI Supplemented Agar Brand: <u>Remel</u> Product/Order #: <u>R01158 exact or equal to</u> # Pkg: <u>10</u>	Pkg	72	\$ <u>15.90</u> Per/Pkg	\$ <u>3,434.40</u> Per/Pkg
38	Media, Plated, Nocardia Quad Medium Brand: <u>Remel</u> Product/Order #: <u>R02462 exact or equal to</u> # Pkg: <u>10</u>	Pkg	24	\$ <u>37.40</u> Per/Pkg	\$ <u>2,692.80</u> Per/Pkg



39	Media, Slants, Potassium Nitrate Assimilation Agar	Pkg	6	\$ <u>20.00</u> Per/Pkg	\$ <u>360.00</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R07774 exact or equal to</u>				
	# Pkg: <u>20</u>				
40	Media, Tubes, Lowenstein Jenson w/Sodium Chloride	Pkg	24	\$ <u>15.80</u> Per/Pkg	\$ <u>1,137.60</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R08518 exact or equal to</u>				
	# Pkg: <u>20</u>				
41	Media, Tubes, Lowenstein Jenson Iron Uptake	Pkg	12	\$ <u>16.40</u> Per/Pkg	\$ <u>590.40</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R08526 exact or equal to</u>				
	# Pkg: <u>20</u>				
42	Media, tubes, Lowenstein Jenson Deepes	Pkg	36	\$ <u>14.40</u> Per/Pkg	\$ <u>1,555.20</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R09512 exact or equal to</u>				
	# Pkg: <u>20</u>				
43	Media, tubes, Lowenstein Jenson Slants	Case	120	\$ <u>72.00</u> Per/Case	\$ <u>25,920.00</u> Per/Case
	Brand: <u>Remel</u>				
	Product/Order #: <u>R08500 exact or equal to</u>				
	#Pkg/Case: <u>100</u>				
44	Media, tubes, Mitcheson Selective 7H11	Case	72	\$ <u>84.20</u> Per/Case	\$ <u>18,187.20</u> Per/Case
	Brand: <u>Remel</u>				
	Product/Order #: <u>R08574 exact or equal to</u>				
	#Pkg/Case: <u>100</u>				
45	Media, Middlebrook Broth Enrichment, ADC	Pkg	18	\$ <u>88.50</u> Per/Pkg	\$ <u>4,779.00</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R450592 exact or equal to</u>				
	# Pkg: <u>10</u>				



46	Egg Yolk Suspension 50%, 100ml/each Brand: <u>Remel</u> Product/Order #: <u>R450290 exact or equal to</u> # Pkg: <u>1 bottle 100ml</u>	each	12	\$ <u>41.98</u> Per/Pkg	\$ <u>1,511.28</u> Per/Pkg
47	Cefixime Tellurite Selective Supplement E. coli 0157 Brand: <u>Remel</u> Product/Order #: <u>SR0172H exact or equal to</u> # Pkg/Box/Ctn: <u>10 vials/box</u>	Box	4	\$ <u>312.97</u> Per/Box	\$ <u>3,755.64</u> Per/Box
48	Regan-Lowe Transport Brand: <u>Remel</u> Product/Order #: <u>R064141 exact or equal to</u> # Pkg/Box/Ctn: <u>20</u>	Box	132	\$ <u>66.00</u> Per/Box	<u>26,136.00</u> Per/Box
49	M4-RT (vial transport Medium) Brand: <u>Remel</u> Product/Order #: <u>R12505 exact or equal to</u> #Pkg/Case: <u>72</u>	Case	36	\$ <u>85.54</u> Per/Case	\$ <u>9,238.32</u> Per/Pkg
50	Nitrocefin Disk Brand: <u>Remel</u> Product/Order #: <u>R211667 exact or equal to</u> # Pkg: <u>1 VL of 25 disks</u>	Pack	1	\$ <u>41.04</u> Per/Pkg	\$ <u>123.12</u> Per/Pkg
51	ONPG disk Brand: <u>Remel</u> Product/Order #: <u>DD0013T exact or equal to</u> # Pkg: <u>1</u>	Pack	1	\$ <u>28.24</u> Per/Pkg	\$ <u>84.72</u> Per/Pkg
52	Rapid ID ANA II Brand: <u>Remel</u>	Kit	1	\$ <u>130.81</u> Per/Pkg	\$ <u>392.43</u> Per/Pkg



	Product/Order #: <u>R8311002 exact or equal to</u>				
	# Pkg: <u>1 kit of 20</u>				
53	Rapid ID Innoc Fluid	Pkg	1	\$ <u>16.56</u> Per/Pkg	\$ <u>49.68</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R8325102 exact or equal to</u>				
	# Pkg: <u>20</u>				
54	Lysostaphin test	Kit	2	\$ <u>53.21</u> Per/Pkg	\$ <u>319.26</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21130 exact or equal to</u>				
	# Pkg/Box/Ctn: <u>25/kit</u>				
55	Streptex kit	Kit	1	\$ <u>322.87</u> Per/Kit	\$ <u>968.61</u> Per/Kit
	Brand: <u>Remel</u>				
	Product/Order #: <u>R30950501 exact or equal to</u>				
	# Pkg/Box/Ctn: <u>50/test kit</u>				
56	PYR disk w/Reagent	Kit	2	\$ <u>154.93</u> Per/Kit	\$ <u>929.58</u> Per/Kit
	Brand: <u>Remel</u>				
	Product/Order #: <u>R30854401 exact or equal to</u>				
	# Pkg/Box/Ctn: <u>100/test kit</u>				
57	V factor single	Pkg	2	\$ <u>11.31</u> Per/Pkg	\$ <u>67.86</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>DD0004T exact or equal to</u>				
	# Pkg: <u>1</u>				
58	X factor single	Pkg	2	\$ <u>11.36</u> Per/Pkg	\$ <u>68.16</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>DD0003T exact or equal to</u>				
	# Pkg: <u>1</u>				
59	X +V factor single	Pkg	2	\$ <u>11.31</u> Per/Pkg	\$ <u>67.86</u> Per/Pkg



	Brand: <u>Remel</u>				
	Product/Order #: <u>DD0005T exact or equal to</u>				
	# Pkg: <u>1</u>				
60	BHI gar w/6 mcg Vancomycin	Pkg	1	\$ <u>23.91</u> Per/Pkg	\$ <u>71.73</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R01176</u>				
	# Pkg: <u>10</u>				
61	PRAS chopped meat broth	Pkg	2	\$ <u>69.40</u> Per/Pkg	\$ <u>416.40</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R05035 exact or equal to</u>				
	# Pkg: <u>20</u>				
62	Bactidrop Ninhydrin	Pkg	1	\$ <u>70.32</u> Per/Pkg	\$ <u>210.96</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21534 exact or equal to</u>				
	# Pkg: <u>50</u>				
63	Bactidrop Desoxycholate	Pkg	1	\$ <u>70.05</u> Per/Pkg	\$ <u>210.15</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21508 exact or equal to</u>				
	# Pkg: <u>50</u>				
64	Potassium Hydroxide (KOH) 3.0%	Each	1	\$ <u>18.99</u> Per/Btl	\$ <u>56.97</u> Per/Btl
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21251 exact or equal to</u>				
	# Pkg: <u>1 bottle 25ml</u>				
65	McFarland Standards, Set 05-1-2-3-4	Set	2	\$ <u>107.16</u> Per/Set	\$ <u>642.96</u> Per/Set
	Brand: <u>Remel</u>				
	Product/Order #: <u>R20421 exact or equal to</u>				
	# Pkg: <u>1</u>				
66	LAP disk tests	Pkg	1	\$ <u>46.73</u> Per/Pkg	\$ <u>140.19</u> Per/Pkg
	Brand: <u>Remel</u>				



	Product/Order #: <u>R30168501 exact or equal to</u>				
	# Pkg: <u>50 test kit</u>				
67	Hippurate disks	Each	1	\$ <u>41.43</u> Per/Pkg	\$ <u>124.29</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21085 exact or equal to</u>				
	# Pkg: <u>1 vial of 25 disks</u>				
68	Mitsubishi Indicator anaerobe	Pkg	3	\$ <u>16.37</u> Per/Pkg	\$ <u>147.33</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R683001 exact or equal to</u>				
	# Pkg: <u>25</u>				
69	Mitsubishi Pack, Microaerophile	Pkg	5	\$ <u>40.90</u> Per/Pkg	\$ <u>613.5</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R681005 exact or equal to</u>				
	# Pkg: <u>20</u>				
70	Mitsubishi Pack anaerobe	Pkg	15	\$ <u>53.02</u> Per/Pkg	\$ <u>2,385.90</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R681001 exact or equal to</u>				
	# Pkg: <u>20</u>				
71	Indoxyl Acetate Disks	Each	1	\$ <u>46.34</u> Per/Pkg	\$ <u>139.02</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21087 exact or equal to</u>				
	# Pkg: <u>1 vial of 25 disks</u>				
72	O129 10-single disks	Each	2	\$ <u>13.59</u> Per/Pkg	\$ <u>81.54</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>DD0014T exact or equal to</u>				
	# Pkg: <u>10 single disks</u>				
73	O129 150-single disks	Each	2	\$ <u>28.21</u>	\$ <u>169.26</u>



				Per/Pkg	Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>DD0015T exact or equal to</u>				
	# Pkg: <u>150 disk</u>				
74	Vitek colorimeter	Each	2	\$ <u>81.18</u> Per/Kit	\$ <u>487.08</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R20343 exact or equal to</u>				
	# Pkg: <u>1 kit</u>				
75	Brucella abortus agglutination sera	Each	4	\$ <u>136.49</u> Per/Pkg	\$ <u>1637.88</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R30164801 exact or equal to</u>				
	# Pkg: <u>1 vial 2 ml</u>				
76	Brucella melitensis agglutination sera	Each	4	\$ <u>138.49</u> Per/Pkg	\$ <u>1,661.88</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R30164901 exact or equal to</u>				
	# Pkg: <u>1 vial 2ml</u>				
77	Mueller Hinton w/ 4% NaCl, Oxacillin	Pkg	6	\$ <u>31.70</u> Per/Pkg	\$ <u>570.60</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R01626 exact or equal to</u>				
	# Pkg: <u>10</u>				
78	Anaerobic Blood Agar, CDC formulation	Pkg	6	\$ <u>4.16</u> Per/Pkg	\$ <u>74.88</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R01040 exact or equal to</u>				
	# Pkg: <u>10</u>				
79	Anaerobic KV Blood Agar, CDC formulation	Pkg	6	\$ <u>4.16</u> Per/Pkg	\$ <u>74.88</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R01042 exact or equal to</u>				
	# Pkg: <u>10</u>				



80	Anaerobic PEA Blood Agar, CDC formulation	Pkg	6	\$ <u>4.16</u> Per/Pkg	\$ <u>74.88</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R01048 exact or equal to</u>				
	# Pkg: <u>10</u>				
81	Sheep Blood Defibrinated	Each	6	\$ <u>38.75</u> Per/Pkg	\$ <u>697.50</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R54008 exact or equal to</u>				
	# Pkg: <u>50 ml</u>				
82	Horse Blood Defibrinated	Each	2	\$ <u>43.04</u> Per/Pkg	\$ <u>258.24</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R54012 exact or equal to</u>				
	# Pkg: <u>100 ml</u>				
83	Horse Blood Defibrinated	Each	6	\$ <u>44.00</u> Per/Pkg	\$ <u>792.00</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R54084 exact or equal to</u>				
	# Pkg: <u>25 ml</u>				
84	Thayer Martin Agar, Improved	Pkg	6	\$ <u>10.00</u> Per/Pkg	\$ <u>180.00</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R01884 exact or equal to</u>				
	# Pkg: <u>10</u>				
85	Media, Middlebrook W/Tween 80, 7H9 Broth, 5ml, 20 x 150mm tubes, 100 tubes/case	Case	50	\$ <u>99.80</u> Per/Case	\$ <u>14,970.00</u> Per/Case
	Brand: <u>Remel</u>				
	Product/Order #: <u>R09556 exact or equal to</u>				
	#Pkg/Case: <u>100</u>				
86	Trypticase Soy Agar w/5% sheep blood, 15 plates/pack	Pack	150	\$ <u>2.97</u> Per/Pkg	\$ <u>1,336.50</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R01201 exact or equal to</u>				
	# Pkg: <u>15</u>				



87	MacConkey Agar Plates, 10 plates/pack Brand: <u>Remel</u> Product/Order #: <u>R01550 exact or equal to</u> # Pkg: <u>10</u>	Pack	40	\$ <u>1.98</u> Per/Pkg	\$ <u>237.60</u> Per/Pkg
88	Chocolate Agar Plates, 10 plates/pack Brand: <u>Remel</u> Product/Order #: <u>R01300 exact or equal to</u> # Pkg: <u>10</u>	Pack	25	\$ <u>1.98</u> Per/Pkg	\$ <u>148.50</u> Per/Pkg
89	Citrate Simmon's Agar Slants, 20/pack Brand: <u>Remel</u> Product/Order #: <u>R060496 exact or equal to</u> # Pkg: <u>20</u>	Pack	2	\$ <u>13.78</u> Per/Pkg	\$ <u>82.68</u> Per/Pkg
90	Esculin Hydrolysis Agar Slants, 20/pack Brand: <u>Remel</u> Product/Order #: <u>R060878 exact or equal to</u> # Pkg: <u>20</u>	Pack	3	\$ <u>54.74</u> Per/Pkg	\$ <u>492.66</u> Per/Pkg
91	Nutrient Agar Slants, 100/pack Brand: <u>Remel</u> Product/Order #: <u>R061570 exact or equal to</u> # Pkg: <u>100</u>	Pack	15	\$ <u>62.90</u> Per/Pkg	\$ <u>2,830.50</u> Per/Pkg
92	Urea Agar Slants, 20/pack Brand: <u>Remel</u> Product/Order #: <u>R065212 exact or equal to</u> # Pkg: <u>20</u>	Pack	10	\$ <u>12.62</u> Per/Pkg	\$ <u>378.60</u> Per/Pkg
93	Iodine Solution for Tetrathionate Broth, 4.5ml Brand: <u>Remel</u>	Each	2	\$ <u>9.83</u> Per/Pkg	\$ <u>58.98</u> Per/Pkg



	Product/Order #: <u>R21228 exact or equal to</u>				
	# Pkg: <u>1 bottle 4.5 ml</u>				
94	Chocolate Agar Slants, 20 tubes/pack	Pack	2	\$ <u>12.60</u> Per/Pkg	\$ <u>75.60</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R060482 exact or equal to</u>				
	# Pkg: <u>20</u>				
95	Bactidrop Oxidase, 0.75 ml/ampule, 50/pack	Pack	3	\$ <u>54.32</u> Per/Pkg	\$ <u>488.88</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21540 exact or equal to</u>				
	# Pkg: <u>50</u>				
96	BactiStaph Latex Test, 150/kit/pack	Pack/Kit	2	\$ <u>101.25</u> Per/Pkg	\$ <u>607.50</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21144 exact or equal to</u>				
	# Pkg: <u>150</u>				
97	Methyl Red Reagent, 25ml	Each	2	\$ <u>17.76</u> Per/Pkg	\$ <u>106.56</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21236 exact or equal to</u>				
	# Pkg: <u>1 bottle 25 ml</u>				
98	Ninhydrin Reagent, 25ml	Each	4	\$ <u>25.15</u> Per/Pkg	\$ <u>301.80</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21238 exact or equal to</u>				
	# Pkg: <u>1 bottle 25 ml</u>				
99	Coagulase Plasma, Rabbit, Lyophilized, 6x5ml	Each	2	\$ <u>48.39</u> Per/Pkg	\$ <u>290.34</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21060 exact or equal to</u>				
	# Pkg: <u>6</u>				
100	E.coli O157:h7 latex kit, 50 tests/kit	Kit	2	\$ <u>104.79</u> Per/Pkg	\$ <u>628.74</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R24250 exact or equal to</u>				



	# Pkg: <u>50</u>				
101	Mitsubishi pack, CO 2, 20/pack	Pack	1	\$ <u>40.90</u> Per/Pkg	\$ <u>122.70</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R681007 exact or equal to</u>				
	# Pkg: <u>20</u>				
102	MRVP broth, 2ml, 20/pack	Pack	2	\$ <u>51.72</u> Per/Pkg	\$ <u>310.32</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R061432 exact or equal to</u>				
	# Pkg: <u>20</u>				
103	CGC probe swab, QC, 5/pack	Pack	4	\$ <u>55.28</u> Per/Pkg	\$ <u>663.36</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R485102 exact or equal to</u>				
	# Pkg: <u>5</u>				
104	McClung-Toabe (egg yolk agar) plates, 10/pack	Pack	1	\$ <u>40.12</u> Per/Pkg	\$ <u>120.36</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R01056 exact or equal to</u>				
	# Pkg: <u>10</u>				
105	Indole Reagent, Kovacs, 25ml	Btl	2	\$ <u>13.24</u> Per/Pkg	\$ <u>79.44</u> Per/Pkg
	Brand: <u>Remel</u>				
	Product/Order #: <u>R21227 exact or equal to</u>				
	# Pkg: <u>1 bottle 25ml</u>				

**TOTAL for Three Years \$218,476.17**

Contractor shall provide volume discount pricing for all items listed in the manufacturer's catalog that are not itemized in this document. This discount should be reflected in column pricing that is commensurate with the overall volume of products purchased from the contractor.