

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

December 10, 2008

**CHANGE NOTICE NO. 10**  
**TO**  
**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>  <p style="text-align: right;">Janette.stockert@bio-rad.com</p>	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 <b>Irene Pena</b>
Contract Compliance Inspector: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>September 30, 2009</b>	
TERMS <p style="text-align: center;"><b>Net 30</b></p>	SHIPMENT <p style="text-align: center;"><b>3-5 Days – ARO for Kits</b>  <b>60-90 Days ARO for Equipment</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

**Effective immediately this Contract is hereby INCREASED \$8,000.00**

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

**AUTHORITY/REASON:**

**DMB Purchasing Operations.**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$2,906,518.88**

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

August 11, 2008

**CHANGE NOTICE NO. 9**  
**TO**  
**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>  <b>Janette.stockert@bio-rad.com</b>	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 <b>Irene Pena</b>
Contract Compliance Inspector: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>September 30, 2009</b>	
TERMS <b>Net 30</b>	SHIPMENT <b>3-5 Days – ARO for Kits</b> <b>60-90 Days ARO for Equipment</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**Effective immediately this Contract is hereby EXTENDED through September 30, 2009 and INCREASED \$467,500.00.**

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

**AUTHORITY/REASON:**

**Per Administrative Board approval on August 5, 2008 and DMB Purchasing Operations.**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$2,106,518.88**

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

March 25, 2008

**CHANGE NOTICE NO. 8**  
**TO**  
**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>  Janette.stockert@bio-rad.com	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 <b>Irene Pena</b>
Contract Compliance Inspector: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>October 1, 2008</b>	
TERMS <p style="text-align: center;"><b>Net 30</b></p>	SHIPMENT <p style="text-align: center;"><b>3-5 Days – ARO for Kits</b>  <b>60-90 Days ARO for Equipment</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

Effective immediately the attached list of items are hereby **ADDED** to the Contract. In addition, this Contract is **INCREASED \$165,000.00**

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

**AUTHORITY/REASON:**

Per DMB Purchasing Operations and Agency contact (Shirley Martin).

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,639,018.88**

**Bio Rad Items added to Contract:**

<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
Hepatitis C Virus EIA, v 3.0 #930740	14	3,120.00	43,680.00
RIBA HCV Strip Immunoassay, #930600	4	2,940.00	11,760.00
Viroclear TORCH, 5 ml, #00118	5	93.60	468.00
Viroclear, 2x20 ml #00107	2	379.60	759.20
Virotrol TORCH M, 5 ml #00117	4	176.80	707.20
Virotrol MuMZ, 5ml #00119	5	104.00	520.00
Virtro TORCH 5ml #00109	5	125.00	625.00
Virotrol 1, 2x20 ml #00102	2	894.40	1,788.80
Virotrol II, 5 ml #00104	8	93.60	748.80
Virotrol HAVM, 5ml, #00142	4	130.00	520.00
Viroclear MuMZ, 5 ml #00133	8	93.60	748.80
HVC Wash Solution #933740	4		0
HVC Stop Solution, #933040	4	32.00	128.00

**Grand Total: \$62,453.80**

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

January 16, 2008

**CHANGE NOTICE NO. 7**  
**TO**  
**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>  <b>Janette.stockert@bio-rad.com</b>	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 <b>Lisa Morrison</b>
Contract Compliance Inspector: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>October 1, 2008</b>	
TERMS <b>Net 30</b>	SHIPMENT <b>3-5 Days – ARO for Kits</b> <b>60-90 Days ARO for Equipment</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately the Product code for line item #017 is corrected to #270-0101. In addition, the following nine line items are added to this Contract.

	Catalog #	Description	Pricing
1	00102	Virotrol I 2X20mL	\$894.40
2.	00104	Viotrol II 1X5 mL	\$93.60
3.	00107	Viroclear, 2X20 mL	\$379.60
4.	00109	Virotrol ToRCH, 1X5 mL	\$104.00
5.	00118	Viroclear ToRCH, 1X5 mL	\$93.60
6.	00119	Virotrol MuMZ, 1X5 mL	\$104.00
7.	00133	Viroclear MuMZ, 1X5 m	\$93.60
8.	00142	Virotrol HAV-IgM, 1X5 mL	\$130.00
9.	00117	Virotrol TorCHM, 5 mL	\$176.80

**AUTHORITY/REASON:**

Per request from agency and DMB Purchasing Operations agreement.

**TOTAL REVISED ESTIMATED CONTRACT VALUE:    \$1,474,018.08**

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

November 27, 2007

**CHANGE NOTICE NO. 6**  
**TO**  
**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>  <b>Janette.stockert@bio-rad.com</b>	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 <b>Lisa Morrison</b>
Contract Compliance Inspector: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>October 1, 2008</b>	
TERMS <b>Net 30</b>	SHIPMENT <b>3-5 Days – ARO for Kits</b> <b>60-90 Days ARO for Equipment</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby EXTENDED from December 31, 2007 to October 1, 2008 and INCREASED by \$300,000.00.

Also changing the product code on line #17 from 270-0017 to 270-0101.

**AUTHORITY/REASON:**

Per request from agency and Administrative Board approval on November 13, 2007.

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,474,018.08**

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

September 27, 2007

**CHANGE NOTICE NO. 5**  
**TO**  
**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>  <b>Janette.stockert@bio-rad.com</b>	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 <b>Lisa Morrison</b>
Contract Compliance Inspector: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>December 31, 2007</b>	
TERMS <b>Net 30</b>	SHIPMENT <b>3-5 Days – ARO for Kits</b> <b>60-90 Days ARO for Equipment</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby EXTENDED from September 30, 2007 to December 31, 2007.

Please Note: The buyer has been changed to Lisa Morrison.

**AUTHORITY/REASON:**

Per request from agency dated August 31, 2007, vendor approval dated September 18, 2007 and Purchasing Operations approval.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,174,018.08**

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

December 8, 2006

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>  <b>Janette.stockert@bio-rad.com</b>	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-4245 <b>Darleen Burnham-Heim, CPPB</b>
Contract Compliance Inspector: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>September 30, 2007</b>	
TERMS <b>Net 30</b>	SHIPMENT <b>3-5 Days – ARO for Kits</b> <b>60-90 Days ARO for Equipment</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**Effective immediately, this Contract is hereby INCREASED by \$80,000.00.**

**Please Note: The buyer has been changed to Darleen Burnham-Heim.**

**AUTHORITY/REASON:**

**Per AS-1 request from agency dated 10/18/06, AdBoard approval dated December 5, 2006, and Purchasing Operations approval.**

**INCREASE: \$80,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,174,018.08**

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

January 18, 2006

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>  <b>Janette.stockert@bio-rad.com</b>	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>September 30, 2007</b>	
TERMS <p style="text-align: center;"><b>Net 30</b></p>	SHIPMENT <p style="text-align: center;"><b>3-5 Days – ARO for Kits</b>  <b>60-90 Days ARO for Equipment</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

Effective January 18, 2006, this Contract is hereby **INCREASED** by **\$37,500.00**.

Effective January 18, 2006 the following item is added to this Contract;  
**Galactose Reagent Kit (Total GALT) 500 tests/kits**  
**Product #532-6054**  
**\$625.00 per kit**

**AUTHORITY/REASON:**

Per AS-1 request from Laura Dotson dated 11/22/05 and AdBoard approval dated January 17, 2006.

**INCREASE: \$37,500.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,094,018.08**

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

July 7, 2005

**CHANGE NOTICE NO. 2**  
**OF**  
**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>  <b>Janette.stockert@bio-rad.com</b>	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>September 30, 2007</b>	
TERMS <b>Net 30</b>	SHIPMENT <b>3-5 Days – ARO for Kits</b> <b>60-90 Days ARO for Equipment</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**Effective immediately the following item is hereby added to this Contract:**

**Wash Solution, 30X EIA, 120ml, Product #25111 \$10.00/Bottle.**

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

**AUTHORITY/REASON:**

**Per email from Shirley Martin dated 6/23/05, per verbal quote from Vendor (Melissa) and approval of Acquisition Services.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 1,056,518.08**

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

March 2, 2005

**CHANGE NOTICE NO. 1**  
**OF**  
**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>September 30, 2007</b>	
TERMS <b>Net 30</b>	SHIPMENT <b>3-5 Days – ARO for Kits</b> <b>60-90 Days ARO for Equipment</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>Various Locations</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective March 1, 2005, the following items are hereby ADDED to this Contract:

- Item 18: Product #532-5039 – 22 Assay Plates \$198.00/Each
- Item 19: Product #532-5040 – Elution Buffer (3500 Tests) \$45.00/Each

All other terms, conditions and pricing of this Contract shall remain the same.

**AUTHORITY/REASON:**

Per request from agency (e-mail from Shirley Martin dated 2/8/05) and agreement of vendor.

**INCREASE: \$0.00**

**Total Estimated Contract Value Remains: \$ 1,056,518.08**

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

September 2, 2004

**NOTICE**  
**OF**  
**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Administrator: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>September 30, 2007</b>	
TERMS <p style="text-align: center;"><b>Net 30</b></p>	SHIPMENT <p style="text-align: center;"><b>3-5 Days – ARO for Kits</b>  <b>60-90 Days ARO for Equipment</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

The terms and conditions of this Contract are attached.

Total Estimated Contract Value:    **\$ 1,056,518.08**

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

**CONTRACT NO. 071B4200328**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Bio-Rad Laboratories</b> <b>1000 Alfred Nobel Drive</b> <b>Hercules, CA 94547</b>	TELEPHONE (425) 881-8300 <b>Janette J. Stockert</b> VENDOR NUMBER/MAIL CODE BUYER (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Administrator: Shirley Martin (517) 241-2305 <b>Blood Chemistry Reagents &amp; Supplies – Department of Community Health</b>	
CONTRACT PERIOD From: <b>September 1, 2004</b> To: <b>September 30, 2007</b>	
TERMS <p style="text-align: center;"><b>Net 30</b></p>	SHIPMENT <p style="text-align: center;"><b>3-5 Days – ARO for Kits</b>  <b>60-90 Days ARO for Equipment</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</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 attached.</b>  <b>Total Estimated Contract Value: \$ 1,056,518.08</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry and your quote. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to Acquisition Services. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

<b>FOR THE VENDOR:</b>  <b>Bio-Rad Laboratories Inc.</b> _____ Firm Name  _____ Authorized Agent Signature  _____ Authorized Agent (Print or Type)  _____ Date	<b>FOR THE STATE:</b>  _____ Signature <b>Jim Konrad, Director</b> _____ Name <b>Tactical Purchasing, Acquisition Services</b> _____ Title  _____ Date
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**Attachments:**

Specification/Pricing Sheet



## **SECTION I - REQUIREMENTS**

### **I-A INTRODUCTION**

This Contract is for Sickle Cell Test Kits for the Department of Community Health.

### **I-B SPECIFICATIONS**

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted below.

The following is a mandatory requirement of this Contract:

#### **SICKLE CELL SCREENING SPECS**

1. The lab requires an automated, high-throughput hemoglobin analyzer capable of running up to 900 samples in an 8 hour shift per person.
2. The system should have an automatic sampler that allows for unattended processing in a standard 96 well microtiter plate.
3. All consumable items should be supplied in convenient reorder packs.
4. All equipment necessary for testing must be provided by and serviced by the vendor. Equipment rental or lease must be included in reagent cost.
5. The system must be able to be connected to a Laboratory Information Management System (LIMS) so that results can be transferred automatically.
6. The system must come with a stand-alone Windows based software program capable of analyzing data to formulate phenotypes based on criteria set by the lab. This software collects data from multiple instruments and consolidates this data into a single database. The software separates normal sample results from abnormal results, and allows entry of additional testing method results for review and final data release. The lab should have the ability to print out results and/or upload the results to LIMS.
7. The system must be able to provide fully automated beta-thalassemia testing and hemoglobinopathy screening with appropriate kits/reagents, in addition to sickle cell screening for newborns.
8. The method must be FDA approved, and provides a qualitative screen for the presence of hemoglobins F, A, S, D, C, and E in eluates of neonatal blood collected on filter paper. This method must be one other than isoelectric focusing.
9. Limits of detection for hemoglobins S, D, C, and E should be 1%.
10. Reagents shipped on a quarterly basis will be from the same lot number.
12. All reagents and supplies should have a minimum shelf life of 6 months.



### **HIV SPECIFICATIONS**

HIV-1 Western blot  
HIV-1/HIV-2 Plus O EIA kits  
rLAV HIV-1 EIA kits  
HIV-2 EIA kits

1. All tests must be FDA-approved.
2. HIV-1 Western Blot and rLAV HIV-1 EIA kits must be approved using Dried blood spots.
3. All EIA's have a 96 well plate-form.
4. The Western blot test must be able to be performed on one 1/4 inch dried blood spot.
5. All blanket orders must be shipped within 48 hours of ordering.
6. All reagents and supplies must have a minimum shelf life of 6 months.
7. Equipment rental or lease and preventative maintenance must be included in the reagent cost.
8. Pricing for the State of Michigan will also be extended to each of the Regional Laboratories in Saginaw, Kent, Detroit and Kalamazoo.
9. The system must offer a confirmatory assay for positive tests. This assay should Utilize a different target than the original assay.
10. All equipment necessary for testing must be provided by and serviced by the vendor for all six sites. Equipment rental or lease must be included in the reagent cost.

### **2. RESEARCH AND PRODUCT DEVELOPMENT**

Bio-Rad Laboratories has remained at the center of scientific discovery for more than 50 years by providing a broad range of innovative tools and services to the clinical diagnostics and life science research markets.

### **3. QUALITY ASSURANCE PROGRAM**

The Contractor Quality Manual is included in this Contract file.

### **4. WARRANTY/SERVICE**

Bio-Rad warrants and represents that the Instruments will perform in accordance with Bio-Rad's standard warranty.

The Microplate Equipment and Autoblot 2000 include unlimited corrective maintenance when returned to Bio-Rad for repair. One (1) preventative maintenance visit is included with the Microplate system only. Additional visits can be purchased.

Coverage for this service is Monday through Friday 8:00 AM to 5:00 PM (excluding national holidays).

**C. SERVICE****1. ORDERING/CUSTOMER SERVICE**

Orders can be placed by the following methods:

Email PO's to: [diagcs@bio-rad.com](mailto:diagcs@bio-rad.com)  
Calling: (800) 224-6723  
Fax: (510) 741-6373  
Mail PO's: Bio-Rad Laboratories, Inc.  
4000 Alfred Nobel Drive  
Hercules, CA 94547

Customer Service contact: Lisa Montalvo (800) 224-6723 Option 1

Accounts Receivable: Rosie Arias (510) 741-6090

Upon receipt of guidelines that specify what "abnormal or excessive" orders are, Bio-Rad shall verify orders which have quantities that appear to be abnormal or excessive.

**2. TRAINING**

Any in-service training can be arranged through the Account Executive.

**3. REPORTING**

Bio-Rad can supply:

Invoice report by item (all agencies or individual agencies)  
Open invoice report or statements  
Delivery compliance report  
Quantity reports  
Service Compliance

**4. SPECIAL PROGRAMS**

Returned Goods Policy: Bio-Rad attempts to fill, check and ship orders promptly. If errors or damage does occur, Bio-Rad must be notified immediately. Keep all containers and packing materials until an inspection is made.

If return of product is necessary, the Customer Service Department is to be contacted at (800) 224-6723

**D. DELIVERY****1. TIME FRAMES**

Delivery is 3 – 5 days After Receipt of Order for Kits and Controls.  
60-90 days After Receipt of Order for equipment.



**2. MINIMUM ORDER**

There are no minimum orders for this Contract.

**3. F.O.B. POINT**

F.O.B. for this Contract is destination.

**4. PACKAGING**

Packaging shall be standard packaging offered by the Contractor.



## SECTION II - GENERAL CONTRACT PROVISIONS

### **II-A GENERAL**

This Contract is for Sickle Cell Test Kits for the Michigan Department of Community Health, for the State of Michigan. 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. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

This Contract will be a Unit Price Contract.

Attached is a listing of State agencies and/or locations who may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Orders may also be issued by local units of government (see attached Non-State Agency Statement).

### **II-B ISSUING OFFICE**

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Department of Community Health, hereinafter known as DCH. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget  
Acquisition Services  
Attn: William C. Walsh  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 373-6535  
walshw@michigan.gov

### **II-C CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement, the person named below will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is:

**Shirley Martin**



Department of Community Health  
Lewis Cass Building, 4<sup>th</sup> Floor  
320 S. Walnut Street  
Lansing, MI 48933  
(517) 241-2305

#### **II-D CONTRACT TERM**

The term of this Contract will be 3 (three) years and will commence with the issuance of a Contract. This will be approximately September 1, 2004 through September 30, 2007. At the mutual consent of the State and the Contractor, the Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to extend the Contract.

#### **II-E ENTIRE AGREEMENT**

This Contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence.

#### **II-F NO WAIVER OF DEFAULT**

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

#### **II-G REVISIONS, CONSENTS, AND APPROVALS**

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

#### **II-H SEVERABILITY**

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

#### **II-I SURVIVOR**

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

#### **II-J GOVERNING LAW**

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

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

**II-L HEADINGS**

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

**II-M INCURRING COSTS**

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

**II-N NEWS RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to this 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 this Contract are to be released without prior written approval of the State and then only to persons designated.

**II-O CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this 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 this Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**II-P PERFORMANCE REVIEWS**

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



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

**II-Q AUDIT OF CONTRACT COMPLIANCE**

The Contractor agrees that the State may, upon 30 day advance written notice and no more than once per year, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all relevant records and documentation that verifies compliance with the Contract requirements.

**II-R SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

**II-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

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

**II-T ASSIGNMENT**

The Contractor shall not have the right to assign the Contract or to 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 State, such consent not to be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void. The Contractor reserves the right to assign this agreement to any successor of Contractor's particular business which pertains to the goods and services under this agreement, in the event there is a change of control or sale, upon written approval by the Director of Acquisition Services.

**II-U DELEGATION**

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

**II-V DISCLOSURE**

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**II-W TAXES**

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract.

**II-X PRICE ADJUSTMENTS**

Prices shall remain firm for the initial 36-month term of this Contract. Pricing may be renegotiated upon mutual consent of both parties at each of the two – 1-year renewal periods.

**II-Y ADDITIONAL PRODUCTS/SERVICES**

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

**II-Z CONTRACTOR'S LIABILITY INSURANCE**

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

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

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

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater.

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



BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. The Contractor shall endeavor to give the Director of Acquisition Services, Department of Management and Budget, thirty (30) days prior written notice of CANCELLATION, MATERIAL CHANGE OR NON-RENEWAL OF COVERAGE. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

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

1. Commercial General Liability with the following minimum coverages:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations  
 \$2,000,000 Products/Completed Operations Aggregate Limit  
 \$1,000,000 Personal & Advertising Injury Limit  
 \$1,000,000 Each Occurrence Limit  
 \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED(S) on the Commercial General Liability policy.

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED(S) on the vehicle liability policy.

3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.
4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.

5. Employers liability insurance with the following minimum limits:

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

**II-AA INDEMNIFICATION****A. General Indemnification**

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

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

**Patent/Copyright Infringement Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service



infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

#### Code Indemnification

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

#### Indemnification Obligation Not Limited

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

#### Continuation of Indemnification Obligation

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

#### Indemnification Procedures

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

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



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

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

## **II-BB      LIMITATION OF LIABILITY**

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

**II-CC CONTRACT DISTRIBUTION**

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

**II-DD ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**II-EE NON-DISCRIMINATION CLAUSE**

In the performance of a Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**II-FF CANCELLATION**

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled by the State for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract. Contractor's liability under this paragraph shall not exceed \$100,000.00. In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.



In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

## II-GG NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

**II-HH ELECTRONIC FUNDS TRANSFER**

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

**II-II MODIFICATION OF CONTRACT**

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.** The state is required to pay for services or products ordered prior to modification of the contract,

**II-JJ UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**II-KK FORM, FUNCTION, AND UTILITY**

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

**II-LL CONTRACT PAYMENT SCHEDULE**

Payment terms are net 30 After Receipt of Order (ARO).

**II-MM 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 Acquisition Services has approved a change.

**II-NN RIGHT TO KNOW ACT (Act 80 of 1986)**

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:



Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The Contractor is authorized to submit their MSDS form in lieu of OSHA MSDS Form 174.

## **II-OO ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

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

## **II-PP QUALITY ASSURANCE**

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

## **II-QQ INSPECTION**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

“Returned Goods Policy: Bio-Rad attempts to fill, check and ship orders promptly. If errors or damage do occur, report them to us immediately. Report shipping damage to the carrier. Keep all containers and packing materials until an inspection is made.”

**SPECIFICATION/PRICING SHEET**

	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>
1.	SICKLE CELL SHORT PROGRAM RE-ORDER PACK	450 PK	\$1,240.00/PK
2.	PAPER, THERMAL, 12 ROLL PER BOX 2.26" W X 80 FT LONG ROLL, .47" CORE DIAMETER, CONTINUOUS ROLL	144 BX	\$132.00/BX
3.	B-THAASSEMIA, SHORT PROGRAM, 250/TESTS	9 BX	\$750.00/BX
4.	HEMOGLOBIN A2 CONTROL BI-LEVEL 4 X 2ML	21 BX	\$170.00/BX
5.	HIV-1 WESTERN BLOT KITS 40 TESTS/KIT	138 KT	\$1,000.00/KT
6.	ORTHO WASH BUFFER	45 KT	\$3,120.00/KT
7.	ORTHO 4N SULFURIC ACID STOP SOLUTION	12 BX	\$32.00/BX
8.	HIV-1/HIV-2 PLUS EIA KITS 480 TESTS/KIT	156 KT	\$800.00/KT
9.	TUBES, TEST, .65ML 80/BAG	114 BG	\$30.00/BG
10.	TUBES, TEST (0.65ML, 96/RACK X 10 RACKS)	3 EA	\$50.00/EA
11.	SPECTROPHOTOMETER FUNC STANDARDS	18 BX	\$32.00/BX
12.	KIT, TEST, EIA, RECOMBIVANT, LAV, HIV-1 960 TESTS/KIT	8 KT	\$1,265.00/KT
	**PRICING FROM 9/1/04 THRU 9/30/05		
13.	KIT, TEST, EIA, RECOMBIVANT, LAV, HIV-1 960 TESTS/KIT	8 KT	\$1,391.50/KT
	**PRICING FROM 10/1/05 THRU 9/30/06		
14.	KIT, TEST, EIA, RECOMBIVANT, LAV, HIV-1 960 TESTS/KIT	8 KT	\$1,530.65/KT
	**PRICING FROM 10/1/06 THRU 9/30/07		
15.	KIT, EIA, HIV-2 480 TESTS/KIT	4 KT	\$2,112.00/KT

\*\*PRICING FROM: 09/1/04 THRU 9/30/05\*\*

16. KIT, EIA, HIV-2 480 TESTS/KIT 4 KT \$2,323.20/KT

\*\*PRICING FROM: 10/1/05 THRU 9/30/06\*\*

17. KIT, EIA, HIV-2 480 TESTS/KIT 4 KT \$2,555.52/KT

\*\*PRICING FROM: 10/1/06 THRU 9/30/07\*\*

**\*\*NOTE: QUANTITIES LISTED ARE ESTIMATES BASED ON PRIOR USAGE. THE STATE IS UNDER NO OBLIGATION TO PURCHASE IN THESE OR ANY OTHER QUANTITIES.**

**INSTRUMENTATION SUPPLIED**

The following equipment is included in this Contract at no charge to the State of Michigan and is presently on site at the locations listed below. The pricing listed is for reference only.

**LANSING, 3350M.L.K. Blvd**

CATALOG NO.	QTY	DESCRIPTION	LIST PRICE
202501R	1	EL403 Microplate Washer, Referbished	\$ 3,067.50/ea
202564R	2	BIOTEK 312E Reader, Referbished	5,523.00/ea
200431R	1	Hamilton A/T System, Referbished	49,613.00/ea

**LANSING, 927 Terminal Road**

CATALOG NO.	QTY	DESCRIPTION	LIST PRICE
2700001RM	1	Variant System, Refurbished	50,000.00/ea

**GRAND RAPIDS (KENT COUNTY), 700 Fuller Avenue NE**

CATALOG NO.	QTY	DESCRIPTION	LIST PRICE
25063R	1	AutoBlot 2000	\$ 19,100.00/ea
202564R	2	BIOTEK 312E Reader, Referbished	5,523.00/ea
200431R	1	Hamilton A/T System, Referbished	49,613.00/ea

**DETROIT, 1151 Taylor**

CATALOG NO.	QTY	DESCRIPTION	LIST PRICE
202564R	1	BIOTEK 312E Reader, Referbished	\$ 5,523.00/ea
202810R	1	Pipettor, Dilutor, Refurbished	4,400.00/ea
37R004513C	1	Compaq Computer, used	1,500.00/ea
RU85775	1	LP35 Microplate Washer, Refurbished	4,800.00/ea

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