

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 9, 2009

CHANGE NOTICE NO. 6 (Revised*)
TO
CONTRACT NO. 071B4200380
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Roche Diagnostics Corp. 9115 Hague Rd. Indianapolis, IN 46250 Email: susan.otto@roche.com	TELEPHONE Susan Otto (800) 845-7355 ext. 26907
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0301 Sue Cieciva
Contract Compliance Inspector: Deb Stephens, Bureau of Labs (517) 335-8098 HIV-1 Monitor Test Kits – Department of Community Health	
CONTRACT PERIOD: From: September 1, 2004 To: August 31, 2009	
TERMS Net 30 Days	SHIPMENT 14 Working Days
F.O.B. Delivered	SHIPPED FROM Belleville, NJ
MINIMUM DELIVERY REQUIREMENTS 1 Kit	

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby increased \$10,000.00.

*Effective immediately the following rental equipment is hereby added to this Contract: (see attached).

COBAS TaqMan 48 Analyzer Serial #03279332001
COBAS AmpliPrep System Serial #3051315001

All other pricing, terms and conditions remain the same.

*Please Note: The buyer for this Contract is changed to Sue Cieciva. The vendor contact is changed to Susan Otto, phone: (800) 845-7355 ext. 26907

AUTHORITY/REASON:

DMB, Purchasing Operations and Administrative Board approval on December 2, 2008.

INCREASE: \$10,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$472,888.00

Michigan Department of Community Health (55092291)
 327 Terminal Rd
 Lansing, MI 48906

Contract Terms: 60 Months

Material #	Description	Package Configuration	Committed Annual Quantity	Contract Price	Committed Annual Purchases
HIV-1 MONITOR Specific Reagents					\$ 98,880.00
03542998190	COBAS® AmpliPrep/COBAS TaqMan® HIV-1 Test	1 (48)	48	\$ 2,060.00 *	\$ 98,880.00
COBAS® AmpliPrep GPRs					\$ 259.20
03587797190	System Wash Reagent	5.1 L (96)	24	\$ 10.80	\$ 259.20
COBAS® AmpliPrep Consumables					\$ 3,899.52
03755525001	SPUs	12 x 24 (288)	8	\$ 288.00	\$ 2,304.00
03137040001	Sample Input Tubes with Barcode Clips	12 x 24 (288)	8	\$ 141.12	\$ 1,128.96
03287343001	Racks of K-tips	12 x 36 (432)	6	\$ 77.76	\$ 466.56
COBAS® TaqMan® Consumables					\$ 1,728.00
03137082001	K-tubes, rack	12 x 96 (1152)	2	\$ 864.00	\$ 1,728.00
TOTAL					\$ 104,766.72

* contract price includes instrument costs

All pricing contingent on customer execution of final contract agreeable to Roche Diagnostics.

COBAS® AmpliPrep Ancillary Items					\$ 1,022.73
28154104001	Seal Tip Grippers	10	1	\$ 13.88	\$ 13.88
28122199001	Reagent Rack	1	1	\$ 44.06	\$ 44.06
28073112001	Reagent Rack Labels, 1-20	20	1	\$ 7.50	\$ 7.50
28048398001	Reagent Rack Barcode Labels, 001-020	20	1	\$ 15.00	\$ 15.00
28173362001	Reagent Tip	1	1	\$ 198.72	\$ 198.72
28048355001	Sample Rack Labels, 1-20	20	1	\$ 15.00	\$ 15.00
28136289001	Sample Rack Barcode Labels, 001-020	20	1	\$ 32.94	\$ 32.94
28136815001	Seal Cap Pipettes	5	1	\$ 15.38	\$ 15.38
28122806001	SPU Rack	1	1	\$ 17.18	\$ 17.18
28122911001	Syringe, 2.5 mL	1	1	\$ 235.56	\$ 235.56
28153744001	Syringe Plungers	2	1	\$ 341.57	\$ 341.57
28127328001	UV Tube Light	1	1	\$ 85.94	\$ 85.94
COBAS® TaqMan® Ancillary Items					\$ 8,349.10
28035792001	Fan Filters	4	1	\$ 4.06	\$ 4.06
28051763001	Halogen Lamp	1	1	\$ 233.99	\$ 233.99
28150397001	K-carrier	1	1	\$ 135.08	\$ 135.08
03287696001	K-carrier Holder	1	1	\$ 44.05	\$ 44.05
03279995001	K-carrier Labels, 1-25	25	1	\$ 29.12	\$ 29.12
03517519001	K-carrier Transporter	1	1	\$ 61.54	\$ 61.54
03343146001	K-trays	24	1	\$ 450.00	\$ 450.00
03339904001	K-tray Capping Tool	1	1	\$ 33.75	\$ 33.75
03341488001	K-tray Carrier Complete	1	1	\$ 90.00	\$ 90.00
03131416001	K-tubes, plate	12 x 96	1	\$ 900.00	\$ 900.00
03339874001	K-tube Capper	1	1	\$ 36.98	\$ 36.98
03516539001	K-tube Capper, motorized	1	1	\$ 3,680.48	\$ 3,680.48
28171815001	Plate Rack	1	1	\$ 2,550.00	\$ 2,550.00
03132307001	Power Supply Air Filter	1	1	\$ 4.80	\$ 4.80
28122172001	Sample Rack	1	1	\$ 95.25	\$ 95.25

AMPLIPREP, COBAS and TAQMAN are trademarks of Roche.

All other trademarks are the property of their respective owners.

All pricing contingent on customer execution of final contract agreeable to Roche Diagnostics.

Grand Total

114,138.55

COBAS AmpliPrep



The COBAS AmpliPrep Instrument is designed to isolate nucleic acids from serum and plasma samples using magnetic bead separation technology in a continuous flow mode.

Feature	Benefit
72 samples can be loaded at once and processed within 4 hours	Handle high volume demands of a large molecular laboratory
Continuous sample and reagent loading without operation interruption	Minimize downtime and maximize hands off time for the operator
Bar-coded sample racks and reagents	Positive sample id and reagent tracking to reduce hands on time
Dedicated and disposable sample processing units	Eliminates potential for cross contamination
All COBAS AmpliPrep reagents are ready to use in a compact cassette	Save manual prep time and prevents manual prep errors
On- Board, Bar-Code Scanner - Reagent and sample bar codes are read as the racks are loaded on the system	Eliminates transcription errors

COBAS AmpliPrep

Instrument Specifications

Technology

Magnetic bead separation technology, either with specific capture probes or glass particles for total nucleic acid isolation

Software

AMPLILINK software is a Windows-based, LIS compatible user interface that manages up to 3 COBAS AmpliPrep Instruments and COBAS AMPLICOR Analyzers

Host Interfaces

Bidirectional RS-232C interface for host connection

Printer Interfaces

LPT interface via parallel port

Data Station

Custom built PC supplied with the COBAS AmpliPrep Instrument. The data station runs Windows NT operating system and AMPLILINK Software to control the COBAS AmpliPrep Instrument and/or COBAS AMPLICOR Analyzer

Physical Dimensions

Weight	684 lb
Width	65 in
Depth	30 in
Height	37 in

Certifications

UL, IEC, FCC, JIS

Electrical Power Requirements

Line Voltage	100 to 240 VAC
Frequency	50 to 60 Hz
Power Consumption	1000 VA Instrument 200 VA Data Station

COBAS AmpliPrep

Setup Specifications

Loading Capacity

Up to four different reagents kits and three sample racks totaling 72 samples

Samples

Serum or plasma

Sample Volume

250 μ l to 1,100 μ l, depending upon extraction protocol

Reagent Information

Bar-coded ready to use reagents, use of internal control, or quantitation standard, requires reagent preparation

COBAS AmpliPrep

Instrument Includes

Description	Material Number	Quantity
SPU Box of 12x24	03137066001	1
Tube-S Input - Box of 12x24	03137040001	1
Tube-S Output - Box of 12x36	03137058001	1
K-Tip 1.2mm – Box of 12x36	03287343001	1
Cable Power Mains (EU)	28151989001	1
Cable Power Mains (US)	28151997001	1
Sample Rack	28122172001	3
Reagent Rack	28122199001	5
SPU Rack	28122806001	3
Reagent Tip	28173362001	2
Cable LAN	28152101001	1
Label Rack code 001-020 (Sample Rack)	28136289001	1
Sample Rack Label 1-20	28048355001	1
Label Rack code 001-020 (Reagent Rack)	28048398001	1
Reagent Rack Label 1-20	28073112001	1
Wash Reagent Reservoir complete	28172641001	1
Waste Container complete	28172692001	1
Fuse 5x 20 3.15AT 250V	28062625001	1
Fuse 5x 20 6.3AT 250V	26213006001	1
Fuse 6x 32 20AT 250V	28172412001	1
2500 µl Syringe	28122911001	2
Seal Cap Pipette – Set of 5	28136815001	2
Seal Gripper – Set of 10	28154104001	1
UV-Tube Light 15W/24V	28127328001	2
Allen Key #3 (placed on the pallet)	N/A	1
Handle (placed on the pallet)	N/A	2
Spanner (placed on the pallet)	N/A	1

COBAS TaqMan 48



The COBAS TaqMan 48 Analyzer is a fully automated amplification and detection system for nucleic acids that utilizes Roche patented real-time TaqMan PCR technology.

Feature	Benefit
Real-time PCR technology	High sensitivity and specificity with a broad dynamic range.
Only two moving parts	Minimal maintenance
Bar-coded sample carriers	Positive sample ID from start to finish
Run size from 6-48 with 2 independently functioning thermal cyclers	Maximizes the flexibility of your lab to run your molecular testing as needed

Instrument Includes

Description	Material Number	Quantity
Cable Mains Power (EU)	28151989001	1
Cable Mains Power (US)	28151997001	1
Cable LAN, 7.5m, STP 1:1, Grey	28152101001	1
Fuse 5x20, 3.15 AT, 250V	28062625001	10
Fuse 6x32, 8 AT, 250V	26213054001	10
K-Carrier	28150397001	4
K-Carrier Holder	03287696001	2
K-Carrier Transporter	03517519001	1
K-Tube, 1x96	03137082001	1
K-Tube Capper – Manual	03339874001	1
Label K-Carrier, 01-25	03279995001	1
Lamp Halogen, 12V/100W Assy	28051763001	1

COBAS TaqMan 48

Instrument Specifications

Host Interfaces

RS 232 or LAN connections using ASTM protocol interface to the lab host computer

Printer Interface

LPT interface via parallel port or LAN for remote printing

Data Station

Custom build PC supplied with the COBAS TaqMan 48 Analyzer. The Data station runs Microsoft Windows XP professional operating system and AMPLILINK Software to control the COBAS TaqMan 48 Analyzer

Physical Dimension

Weight	110 lb
Width	18 in
Depth	30 in
Height	20 in

Certifications

CE, UL, IEC, CSA

Electrical Power Requirements

Line Voltage	110 to 240 VAC
Frequency	50 or 60 Hz
Power consumption	800 VA Instrument 200 VA Data Station

COBAS TaqMan 48

Setup Specifications

Thermal Cycler Segments

2 segments X 24 tests

Loading Capacity

Up to 2 unique tests on board simultaneously. Each thermal cycler can run individual PCR profiles

Samples

PCR ready set up samples

Sample Volume

70 µl to 100 µl

Temperature Control Range

+/- 1 degree Centigrade over the range of 40 to 98 degrees Centigrade

Number of Color Detections

Up to 4 different wavelength combinations are supported (filter wheel)

Filter Specifications

<u>Filter</u>	<u>Excitation Filter</u>	<u>Emission Filter</u>
Set 1	480 nm	520 nm
Set 2	540 nm	575 nm
Set 3	485 nm	645 nm
Set 4	485 nm	725 nm

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. 6
TO
CONTRACT NO. 071B4200380
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Roche Diagnostics Corp. 9115 Hague Rd. Indianapolis, IN 46250 Email: angierehfus@roche.com CC: Email susan.otto@roche.com & bobglavin@roche.com	TELEPHONE Angie Rehfus (317) 521-5475 Fax (800) 722-7222
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 Irene Pena
Contract Compliance Inspector: Deb Stephens, Bureau of Labs (517) 335-8098 HIV-1 Monitor Test Kits – Department of Community Health	
CONTRACT PERIOD: From: September 1, 2004 To: August 31, 2009	
TERMS Net 30 Days	SHIPMENT 14 Working Days
F.O.B. Delivered	SHIPPED FROM Belleville, NJ
MINIMUM DELIVERY REQUIREMENTS 1 Kit	

NATURE OF CHANGE (S):

Effective immediately this contract is hereby increased \$10,000.00.

All other pricing, terms and conditions remain the same.

AUTHORITY/REASON:

DMB Purchasing Operations and Administrative Board approval on December 2, 2008.

INCREASE: \$10,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$472,888.00

Michigan Department of Community Health (55092291)
 327 Terminal Rd
 Lansing, MI 48906

Contract Terms: 60 Months

Material #	Description	Package Configuration	Committed Annual Quantity	Contract Price	Committed Annual Purchases
HIV-1 MONITOR Specific Reagents					\$ 98,880.00
03542998190	COBAS® AmpliPrep/COBAS TaqMan® HIV-1 Test	1 (48)	48	\$ 2,060.00 *	\$ 98,880.00
COBAS® AmpliPrep GPRs					\$ 259.20
03587797190	System Wash Reagent	5.1 L (96)	24	\$ 10.80	\$ 259.20
COBAS® AmpliPrep Consumables					\$ 3,899.52
03755525001	SPUs	12 x 24 (288)	8	\$ 288.00	\$ 2,304.00
03137040001	Sample Input Tubes with Barcode Clips	12 x 24 (288)	8	\$ 141.12	\$ 1,128.96
03287343001	Racks of K-tips	12 x 36 (432)	6	\$ 77.76	\$ 466.56
COBAS® TaqMan® Consumables					\$ 1,728.00
03137082001	K-tubes, rack	12 x 96 (1152)	2	\$ 864.00	\$ 1,728.00
TOTAL					\$ 104,766.72

* contract price includes instrument costs

All pricing contingent on customer execution of final contract agreeable to Roche Diagnostics.

COBAS® AmpliPrep Ancillary Items					\$ 1,022.73
28154104001	Seal Tip Grippers	10	1	\$ 13.88	\$ 13.88
28122199001	Reagent Rack	1	1	\$ 44.06	\$ 44.06
28073112001	Reagent Rack Labels, 1-20	20	1	\$ 7.50	\$ 7.50
28048398001	Reagent Rack Barcode Labels, 001-020	20	1	\$ 15.00	\$ 15.00
28173362001	Reagent Tip	1	1	\$ 198.72	\$ 198.72
28048355001	Sample Rack Labels, 1-20	20	1	\$ 15.00	\$ 15.00
28136289001	Sample Rack Barcode Labels, 001-020	20	1	\$ 32.94	\$ 32.94
28136815001	Seal Cap Pipettes	5	1	\$ 15.38	\$ 15.38
28122806001	SPU Rack	1	1	\$ 17.18	\$ 17.18
28122911001	Syringe, 2.5 mL	1	1	\$ 235.56	\$ 235.56
28153744001	Syringe Plungers	2	1	\$ 341.57	\$ 341.57
28127328001	UV Tube Light	1	1	\$ 85.94	\$ 85.94
COBAS® TaqMan® Ancillary Items					\$ 8,349.10
28035792001	Fan Filters	4	1	\$ 4.06	\$ 4.06
28051763001	Halogen Lamp	1	1	\$ 233.99	\$ 233.99
28150397001	K-carrier	1	1	\$ 135.08	\$ 135.08
03287696001	K-carrier Holder	1	1	\$ 44.05	\$ 44.05
03279995001	K-carrier Labels, 1-25	25	1	\$ 29.12	\$ 29.12
03517519001	K-carrier Transporter	1	1	\$ 61.54	\$ 61.54
03343146001	K-trays	24	1	\$ 450.00	\$ 450.00
03339904001	K-tray Capping Tool	1	1	\$ 33.75	\$ 33.75
03341488001	K-tray Carrier Complete	1	1	\$ 90.00	\$ 90.00
03131416001	K-tubes, plate	12 x 96	1	\$ 900.00	\$ 900.00
03339874001	K-tube Capper	1	1	\$ 36.98	\$ 36.98
03516539001	K-tube Capper, motorized	1	1	\$ 3,680.48	\$ 3,680.48
28171815001	Plate Rack	1	1	\$ 2,550.00	\$ 2,550.00
03132307001	Power Supply Air Filter	1	1	\$ 4.80	\$ 4.80
28122172001	Sample Rack	1	1	\$ 95.25	\$ 95.25

AMPLIPREP, COBAS and TAQMAN are trademarks of Roche.

All other trademarks are the property of their respective owners.

All pricing contingent on customer execution of final contract agreeable to Roche Diagnostics.

Grand Total

114,138.55

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

July 2, 2008

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B4200380
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Roche Diagnostics Corp. 9115 Hague Rd. Indianapolis, IN 46250 Email: angierehfus@roche.com CC: Email susan.otto@roche.com & bobglavin@roche.com	TELEPHONE Angie Rehfus (317) 521-5475 Fax (800) 722-7222
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 Irene Pena
Contract Compliance Inspector: Deb Stephens, Bureau of Labs (517) 335-8098 HIV-1 Monitor Test Kits – Department of Community Health	
CONTRACT PERIOD: From: September 1, 2004 To: August 31, 2009	
TERMS Net 30 Days	SHIPMENT 14 Working Days
F.O.B. Delivered	SHIPPED FROM Belleville, NJ
MINIMUM DELIVERY REQUIREMENTS 1 Kit	

NATURE OF CHANGE (S):

Please note effective immediately this Contract is hereby extended through August 31, 2009 and is increased \$120,000.00.

All other pricing, terms and conditions remain the same.

AUTHORITY/REASON:

DMB Purchasing Operations.

INCREASE: \$120,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$462,888.00

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

March 25, 2008

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B4200380
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Roche Diagnostics Corp. 9115 Hague Rd. Indianapolis, IN 46250 Email: angierehfus@roche.com CC: Email susan.otto@roche.com & bobglavin@roche.com	TELEPHONE Angie Rehfus (317) 521-5475 Fax (800) 722-7222
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1647 Irene Pena
Contract Compliance Inspector: Deb Stephens, Bureau of Labs (517) 335-8098 HIV-1 Monitor Test Kits – Department of Community Health	
CONTRACT PERIOD: From: September 1, 2004 To: August 31, 2008	
TERMS Net 30 Days	SHIPMENT 14 Working Days
F.O.B. Delivered	SHIPPED FROM Belleville, NJ
MINIMUM DELIVERY REQUIREMENTS 1 Kit	

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby increased \$65,000.00.

All other pricing, terms and conditions remain the same.

AUTHORITY/REASON:

DMB Purchasing Operations.

INCREASE: \$65,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$342,888.00

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

May 29, 2007

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B4200380
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Angie Rehfus (317) 521-5475 Fax (800) 722-7222
Roche Diagnostics Corp. 9115 Hague Rd. Indianapolis, IN 46250		VENDOR NUMBER/MAIL CODE
Email: angierehfus@roche.com CC: Email susan.otto@roche.com & bobglavin@roche.com		BUYER/CA (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Deb Stephens, Bureau of Labs (517) 335-8098 HIV-1 Monitor Test Kits – Department of Community Health		
CONTRACT PERIOD: From: September 1, 2004 To: August 31, 2008		
TERMS	SHIPMENT	
Net 30 Days	14 Working Days	
F.O.B.	SHIPPED FROM	
Delivered	Belleville, NJ	
MINIMUM DELIVERY REQUIREMENTS 1 Kit		

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby EXTENDED for one year. The new Contract ending date is August 31, 2008.

All other pricing, terms and conditions remain the same.

AUTHORITY/REASON:

Per vendor contact (Susan Otto) agency contact (Shirley Martin) and DMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$277,888.00

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

February 13, 2007

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B4200380
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Roche Diagnostics Corp. 9115 Hague Rd. Indianapolis, IN 46250 Email: angierehfus@roche.com CC: Email susan.otto@roche.com & bobglavin@roche.com	TELEPHONE Angie Rehfus (317) 521-5475 Fax (800) 722-7222
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Deb Stephens, Bureau of Labs (517) 335-8098 HIV-1 Monitor Test Kits – Department of Community Health	
CONTRACT PERIOD: From: September 1, 2004 To: August 31, 2007	
TERMS Net 30 Days	SHIPMENT 14 Working Days
F.O.B. Delivered	SHIPPED FROM Belleville, NJ
MINIMUM DELIVERY REQUIREMENTS 1 Kit	

NATURE OF CHANGE (S):

Effective February 6, 2007 this Contract is hereby INCREASED by \$55,000.00.

All other pricing, terms and conditions remain the same.

Please Note: The buyer for this Contract has changed to Lisa Morrison.

AUTHORITY/REASON:

Per DMB Purchasing Operations

INCREASE: \$55,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$277,888.00

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

April 27, 2006

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B4200380
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Roche Diagnostics Corp. 9115 Hague Rd. Indianapolis, IN 46250 Email: angierehfus@roche.com CC: Email susan.otto@roche.com & bobglavin@roche.com	TELEPHONE Angie Rehfus (317) 521-5475 Fax (800) 722-7222
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0301 Rebecca Nevai
Contract Compliance Inspector: Deb Stephens, Bureau of Labs (517) 335-8098 HIV-1 Monitor Test Kits – Department of Community Health	
CONTRACT PERIOD: From: September 1, 2004 To: August 31, 2007	
TERMS Net 30 Days	SHIPMENT 14 Working Days
F.O.B. Delivered	SHIPPED FROM Belleville, NJ
MINIMUM DELIVERY REQUIREMENTS 1 Kit	

NATURE OF CHANGE (S):

RENTAL EQUIPMENT – ATTACHMENT C

Effective April 1, 2006 THE Rental Equipment shall be upgraded to the following:

One (1) PCR Thermal Cycler System – Perkin Elmer GeneAmp PCR System 9600 shall be replaced with one (1) Cobas Amplicor thermal Cycler, printer, software, and accessories under Roche catalog number # 1045456.

As part of the equipment upgrade, Roche shall provide training on the new rental equipment, for one State employee free of charge. The training shall consist of a 3 day session at Roche Diagnostics in Indiana. Travel expenses are not included.

As part of the equipment upgrade Roche shall provide an on-site technician for installation, start up activities, and on-site training for the new Cobas Amplicor. The technician shall be on-site for no less than 2 business days.

Roche does not require the return of the current Perkin Elmer System 9600 rental equipment as part of the equipment upgrade, and relinquishes title of said equipment to the State of Michigan.

ITEM LISTING/PRICING PAGE – ATTACHMENT D

Effective April 1, 2006, the Item Listing shall be expanded to include the following Attachment D into the Contract.

All Contract terms and pricing remain unchanged, and re in full effect.

AUTHORITY/REASON:

Per the request of the Department of Community Health

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$222,888.00

COBAS AMPLICOR – Catalog # 21045156001



The COBAS AMPLICOR System is the world's first automated molecular diagnostics system for clinical use. With more than 500 systems in place in the United States, the COBAS AMPLICOR System is the first choice for automated molecular diagnostic testing.

Feature	Benefit
Automation of Detection & Amplification	Maximizes walk-away time Reduces labor
Consolidates 5 Amplification & Detection workstations into a single analyzer	Minimizes bench space requirements for molecular testing
Multiplex & reflex testing Co infection tested simultaneously	Saves valuable technologist time
Amplicons available for redetermination	Convenient in use for other testing
Amperase degrades deoxyuridine prior to Amplifying	Protects against contamination
Internal Control	Positive ID if Amplification is successful Validates negative results for specific targets
Host computer	Less transcription errors
Simultaneous Amplification & Detection	High Sample Throughput
Reagents liquid ready to use	Minimal hands-on time
Broad infectious disease menu testing on a single platform	Minimizes platforms and space in your laboratory

COBAS AMPLICOR



Throughput

Simultaneous Amplification and Detection of up to 48 samples at once maximizes testing capability. Up to 48 qualitative results or 24 quantitative results can be obtained in one 8-hour shift.

Dimensions

Weight	75 kg	(165 lb)
Width	86 cm	(33.9 in)
Depth	57 cm	(24.4 in)
Height (Cover Closed)	41 cm	(16.1 in)
Height (Cover Open)	90 cm	(35.4 in)

Electrical Power Requirements

Line Voltage 100 to 125 VAC (autoranging)

Reagents

Liquid, ready-to-use reagents, bar-coded for easy system entry

Host Interface

Bidirectional RS-232C interface for host connection

COBAS AMPLICOR**Documentation - 29900490001**

Description	Material Number	Quantity
COBAS AMPLICOR Documentation	28078882001	1
CE Declaration COBAS AMPLICOR	28078866001	1
Acceptance Test COBAS AMPLICOR	28400349001	1

Startup Kit - 28008582001

Description	Material Number	Quantity
Cable Power Mains (EU)	25565607001	1
Cable Power Mains (US std)	25565608001	1
Resuspension Tip – Set of 2	28008531001	1
Aspiration Tip Tubing	28008558001	1
A-Ring – Box of 24	28010099001	1
Detection Rack – Box of 12	28010102001	1
Reagent Rack – Set of 6	28010110001	1
Reagent Rack Label	28010455001	1
Transfer Tip Tubing	28046921001	1
Cable RS 232 D9 3m	28053391001	1
Ident Sheet for Cable Power Mains (EU)	28400559001	1
Ident Sheet for Cable Power Mains (US)	28400560001	1
Cable RS 232 – Centronics Interface	28089957001	1
Tool Tip Replacer	28072884001	1

Fluid Kit - 28008590001

Description	Material Number	Quantity
Reservoir comp.	28009988001	1
Waste Compl.	28009996001	1

Tailored Install Kit

Description	Material Number	Quantity
MANUAL OPERATORS CA EXPT-IVD ENGL	03032698018	1
BINDER OPMAN CA	03504697190	1
COBAS AMPLICOR CT/NG CT/IC METHOD MAN	21047140018	1
BINDER MANUAL AMPLICOR METHOD	21045776001	1
I-CA\ SYRINGE 500 µL	28088128001	1
CA\ TRANSFER TIP TUBING	28046921001	1
CA\ ASPIRATION TIP TUBING	28008558001	1
CA\ RACK DETECT CUPS 12/PK	21045644001	1
CA\ RESUSPENSION TIP TUBING	28008531001	1
CA\ SYRINGE 1000 µL	28013632001	1

MI DEPT OF COMM HLTH INV (55092291)

927 TERMINAL RD

Lansing, MI 48909

Contract Terms: 60 Months

Roche Diagnostics MDx IVD / RUO Pricing v2.3

Catalog Number	Product Description	Tests per Kit	Estimated Annual Kits	Contract Price*	Estimated Annual Purchases
HIV-1 MONITOR Specific Reagents					\$ 100,399.96
03155935018	COBAS AMPLICOR HIV-1 MONITOR Test, version 1.5	48	50	\$ 2,008.00	\$ 100,399.96
General Purpose Reagents					\$ 2,631.75
20759899123	COBAS AMPLICOR Wash Buffer	83	29	\$ 90.75	\$ 2,631.75
COBAS AMPLICOR Consumables					\$ 1,737.50
21045636001	A-Rings (24 rings; 12 tubes per ring)	288	9	\$ 31.25	\$ 281.25
21045644001	Detection Cups (12 racks; 70 cups per rack)	140	18	\$ 31.25	\$ 562.50
28008558001	Aspiration Tip with Tubing	2,000	2	\$ 156.25	\$ 312.50
28008531001	Resuspension Tip with Tubing	2,000	2	\$ 156.25	\$ 312.50
28046921001	Transfer Tip with Tubing	2,000	2	\$ 125.00	\$ 250.00
Total Reagents and Consumables					\$ 104,750.46
COBAS AMPLICOR Ancillary Items					
28010447001	A-Ring Holder			\$ 28.80	
28086583001	O Rings (10 ct)			\$ 28.80	
28010110001	Reagent Racks (6 ct)			\$ 200.00	
28010455001	Reagent Rack Label Set (set of 20 (1-20))			\$ 143.04	
28088128001	Syringe, 500 µL			\$ 768.00	
28013632001	Syringe, 1000 µL			\$ 465.60	
28086621001	Teflon Seal, 500 µL (10 ct)			\$ 23.04	
28086605001	Teflon Seal, 1000 µL (10 ct)			\$ 21.12	
28018731001	Wash Buffer Filter (10 ct)			\$ 52.80	
Microwell Plate Ancillary items					
21043188001	Matrix Impact® Pipettor Tips, 200 µL short (960 ct)			\$ 79.50	
03134113001	Matrix Impact® Pipettor Tips, 1250 µL plugged (720 ct)			\$ 86.25	

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 14, 2004

NOTICE
TO
CONTRACT NO. 071B4200380
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Roche Diagnostics Corp. 9115 Hague Rd. Indianapolis, IN 46250 gierehfus@roche.com	TELEPHONE (317) 521-5475 Angie Rehfus Fax (800) 722-7222
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0301 Sue Cieciva
Contract Compliance Inspector: Deb Stephens, Bureau of Labs (517) 335-8098 HIV-1 Monitor Test Kits – Department of Community Health	
CONTRACT PERIOD: From: September 1, 2004 To: August 31, 2007	
TERMS Net 30 Days	SHIPMENT 14 Working Days
F.O.B. Delivered	SHIPPED FROM Belleville, NJ
MINIMUM DELIVERY REQUIREMENTS 1 Kit	

The terms and conditions of this Contract are those of [ITB #07114001208](#), this Contract Agreement and the vendor's quote dated [May 11, 2004](#). In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$222,888.00

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

CONTRACT NO. 071B4200380
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Roche Diagnostics Corp. 9115 Hague Rd. Indianapolis, IN 46250 <p style="text-align: right;">angierehfus@roche.com</p>	TELEPHONE (317) 521-5475 Angie Rehfus Fax (800) 722-7222 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 Sue Cieciva
Contract Compliance Inspector: Deb Stephens, Bureau of Labs (517) 335-8098 <p style="text-align: center;">HIV-1 Monitor Test Kits – Department of Community Health</p>	
CONTRACT PERIOD: From: September 1, 2004 To: August 31, 2007	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">14 Working Days</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Belleville, NJ</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">1 Kit</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #07114001208, this Contract Agreement and the vendor's quote dated May 11, 2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$222,888.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No. 07114001208](#). Orders for delivery of equipment 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.

<p>FOR THE VENDOR:</p> <p style="text-align: center;">Roche Diagnostics Corp.</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Sue Cieciva, Buyer</p> <hr/> <p style="text-align: center;">Name</p> <p style="text-align: center;">Tactical Division</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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Attachments:

- A Specifications
- B Item Listing/Pricing Page
Preference Certification
Non-State Agency Statement



SECTION I - GENERAL CONTRACT PROVISIONS

I-A GENERAL

This Contract is for HIV monitor kits including instrumentation rental and maintenance program 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 this 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 is a unit price contract.

Indicated on the Invitation To Bid cover page is the "ship to" address for the participating agency. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

I-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 procurement and 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: Sue Ciecwa
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-0301
Email: cicewas@michigan.gov

I-C CONTRACT ADMINISTRATOR

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



Deb Stephens
Department of Community Health
3350 N. Martin Luther King Jr. Blvd., Bldg. 44
Lansing, MI 48906
(517) 335-8098
Email: ingersollb@michigan.gov

I-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 August 31, 2007. At the sole option of the State, this 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 this Contract.

I-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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.

I-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 this Contract.

I-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.

I-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.

I-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.

I-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.

**I-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.

I-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.

I-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(s) 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.

I-N NEWS RELEASES

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

I-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 the anticipated Contract. If any part of the work is to be subcontracted, this 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.

I-P PERFORMANCE REVIEWS

Acquisition Services in conjunction with the Department of Community Health may review with the Contractor their performance under this 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 this 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 corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, this 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.

I-Q AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of this Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

I-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 this 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 this Contract subject to the cancellation provisions contained herein.

I-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.

I-T ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under this Contract without the prior written consent of the Director of Acquisition Services.

I-U DELEGATION

The Contractor shall not delegate any duties or obligations under this 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.

I-V DISCLOSURE

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

**I-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. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

I-X PRICE ADJUSTMENTS

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

Prices are subject to change at the end of each 365 day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services 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). Acquisition Services 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, this Contract may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

I-Y ADDITIONAL PRODUCTS/SERVICES

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

I-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. All deductible amounts for any of the required policies are subject to approval by the State.

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

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

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

1. Commercial General Liability with the following minimum coverages:

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL 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
- 6. Professional Liability Insurance (Errors and Omissions coverage) with the following minimum coverage:
 - \$1,000,000 each occurrence and \$3,000,000 annual aggregate
 - \$3,000,000 each occurrence and \$5,000,000 annual aggregate
 - \$5,000,000 each occurrence and \$10,000,000 annual aggregate
- 7. Medical Professional Liability, minimum coverage
 - \$100,000 each occurrence and \$300,000 annual aggregate
 - \$200,000 each occurrence and \$600,000 annual aggregate
 - \$1,000,000 each occurrence and \$5,000,000 annual aggregate

I-AA INDEMNIFICATION

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 "claim" 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; provided, however, that this indemnification obligation shall not apply to the extent that such claim is solely attributable to the negligence of the State;



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.



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.

I-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.

I-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.

I-DD ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to this 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 this Contract or extension thereof.

I-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 this Contract or purchase order.

I-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 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.

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 in 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.

I-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.

I-HH ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

I-II MODIFICATION OF CONTRACT

Acquisition Services reserves the right to modify this contract at any time during this Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, 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, THIS CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**I-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 this Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void 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.

I-KK FORM, FUNCTION, AND UTILITY

If this 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.

I-LL CONTRACT PAYMENT SCHEDULE

The specific payment schedule for this Contract(s) will be mutually agreed upon by the State and the Contractor(s). 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.

I-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 this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Acquisition Services has approved a change.

I-NN RECYCLED CONTAINERS

Bidders are encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

I-OO 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 receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

I-PP 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.

I-QQ 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.

I-RR 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 this 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.

I-SS PURCHASING FROM OTHER STATE AGENCIES

State agencies are exempt from utilizing the resulting Contract if they would instead prefer to purchase similar items from the following State agencies:

- Michigan State Industries (MSI), which provides valuable training opportunities for inmates at State correctional facilities.
- Department of Management and Budget, Print and Graphics Services

ATTACHMENT A

SPECIFICATIONS

Test Kit: Amplicor HIV-1 Monitor Test, v. 1.5

Kit shall contain twenty-four (24) reaction tests

Estimate of 74 kits over a 12 month period x 3 years = 222 kits total

Note: Quantities are estimated, based on prior purchases and are not guaranteed.

Each test shall utilize polymerase chain reaction (PCR) for the quantitative measurement of HIV viral RNA.

Kit shall be designed for a batch size of up to 12 samples.

Kit shall contain the following components:

- HIV Monitor Lysis Reagent
- HIV Monitor Quantitation Standard
- HIV Monitor Positive and Negative Controls
- Specimen Diluent
- Amplification Reagents: HIV Monitor Master Mix, HIV Monitor Manganese Solution
- Detection Reagents: Monitor Denaturation Solution, Monitor Hybridation Buffer, Avidin-HRP Conjugate, Substrates, Stop Reagent, Wash concentrate (10X), HIV Monitor Microwell Plate

Roche Diagnostics, Catalog #21118560018

Rental Equipment and Service:

Note: Equipment Rental and Service included in above listed reagents/supplies.

Rental Equipment Required

<u>Quantity</u>	<u>Description</u>
1 each	Microwell Plate Reader – Bio-Tek Instruments ELX800
1 each	Microwell Plate Washer - Bio-Tek Instruments ELX50 Plate Washer
1 each	Heraeus Centrifuge
1 each	PCR Thermal Cycler System - Perkin Elmer GeneAmp PCR System 9600

Service

The maintenance service shall cover all repair parts. Service calls shall be handled verbally and if unable to repair, Contractor will replace unit within 24 hours.

ATTACHMENT B

ITEM LISTING/PRICING PAGE

Item No.	Unit	Description	Unit Price
001	Kit	Kit, Amplicor HIV-1, Monitor Test, v 1.5, 24 tests/kit Roche Diagnostics #21118560018	\$1004.00
002	Year	Microwell Plate Reader Bio-Tek Instruments ELX800	Included*
003	Year	Microwell Plate Washer Bio-Tek Instruments ELX50	Included*
004	Year	Heraeus Centrifuge	Included*
005	Year	PCR Thermal Cycler System Perkin Elmer GeneAmp PCR System 9600	Included*

The terms and conditions require a minimum order of one kit.

*** Note: Equipment Rental and Service included in above listed reagents/supplies.**

Person responsible for administering this Contract:

NAME: Angie Rehfus

TITLE: Contracts Management Specialist

PHONE: (317) 521-5475

FAX: (800) 722-7222

E-MAIL: Angierehfus@roche.com

PREFERENCE CERTIFICATION

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DISQUALIFY THE BIDDER
AUTHORITY: To comply with Michigan Public Act 237 of 1988, a bidder submitting a bid of \$100,000 or more must complete Section A OR B below.

SECTION A

I certify that Roche Diagnostic Corporation qualifies as a Michigan business for the purpose of claiming a reciprocal preference against out-of-state firms. During the 12 months immediately preceding this bid deadline or, if the business is newly established, for the period the business has been in existence, the business has (check all which apply):

Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, Act No. 228 of the Public Acts of 1975, being Sections 208.1 to 208.145 of the Michigan Compiled Laws.

OR:

Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan.

OR:

Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury.

I certify that I have personal knowledge of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Authorized Representative (type or print)	Authorized Representative (signature)	Date
Greg Borcharding		5/11/04

(OR) SECTION B

I certify that _____ maintains its principal place of business in the State of _____.		
Authorized Representative (type or print)	Authorized Representative (signature)	Date

A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000.

NON-STATE AGENCY STATEMENT:

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to local units of government and school districts. As a result of the enactment of this legislation, the Extended Purchasing Program has been developed. This program extends the use of State contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of Acquisition Services, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized Extended Purchasing member on a direct and individual basis in accordance with Contract terms.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this Request for Quotation from State of Michigan authorized Extended Purchasing members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized Extended Purchasing member prior to extending the State Contract price.

BIDDER MUST CHECK ONE BOX BELOW

- Commodities and/or services on this Request for Quotation will be supplied to State of Michigan departments and agencies, and authorized Extended Purchasing Program members in accordance with the terms and prices quoted. Upon request, a complete listing of eligible participants in the Extended Purchasing Program will be provided if this option is selected.
- Commodities and/or services on the Request for Quotation will not be supplied to State of Michigan authorized Extended Purchasing members. We will supply to State of Michigan departments and agencies only.

Roche Diagnostics

Vendor Name

BRENDA M. RUMYAN

Authorized Agent Name (print or type)

Brenda M. Rumyan
Authorized Agent Signature