

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

June 10, 2010

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B6200397
between
THE STATE OF MICHIGAN
And

Fax: (916) 782-3119

NAME & ADDRESS OF VENDOR OraSure Technologies, Inc. 220 East First Street Bethlehem, PA 18015 Email:preis@orasure.com	TELEPHONE Patricia Reis (800) 869-3538
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6327 Mary Ostrowski
Contract Compliance Inspector: Deb Szejda OraSure HIV-1 Specimen Kits – Department of Community Health	
CONTRACT PERIOD: From: September 15, 2006 To: September 15, 2011	
TERMS Net 45 Days	SHIPMENT N/A
F.O.B. Shipping Point	SHIPPED FROM Bethlehem, PA
MINIMUM DELIVERY REQUIREMENTS There is no minimum order quantity	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately this Contract is hereby EXTENDED one (1) year from September 15, 2010, to September 15, 2011 and INCREASED \$41,000.00.

The list of Authorized Facilities has been updated (below).

Michigan Sites funded by MDCH for Orasure: (as of 03/29/2010)

AIDS Partnership Michigan
Arab Community for Economic & Social Services (ACCESS)
Bay Area Social Intervention Services (BASIS)
Community AIDS Resource and Education Services (CARES)
Community Health Awareness Group (CHAG)
Detroit Community Health Connection
Detroit Medical Center / Wayne State University
Genesee County Mental Health
HIV/AIDS Resource Center (HARC)
Horizon's Project/Childrens Hospital
Lansing Area AIDS Network (LAAN)
Midwest AIDS Prevention Project (MAPP)
Saginaw Hearth Home

Sault Tribe of Chippewa Indians
 Traverse Health Care and Coalition
 Wellness AIDS Services
 Your Center

Non-MDCH Funded facilities (These facilities are affiliated with MDCH and are authorized to purchase off this contract) (as of 11/10/2009)

<p>Birkam Health Center – Ferris State Beecher Teen Health Center Corner Health Center Detroit Hispanic Development Corp Eastern Michigan University Inkster Health Center Ironman Health Center Family Planning of Allegan County MSU – Olin Health Center New Haven Adolescent Health Planned Parenthood East Central MI Planned Parenthood of West/Northern MI Pontiac Teen Health Center Redford School Health Center Romulus Adolescent Health Center Taylor Teen Health Center Union High School Health Center University of Michigan Health Services Waterford Alternative High School Western Michigan University Wildcat Wellness Center Youthville Health Center</p> <p>Local Health Departments Allegan County Barry-Eaton Counties Bay County Benzie-Leelanau Counties Berrien County Branch-Hillsdale Counties Calhoun County Central Michigan District Chippewa County Delta-Menominee Counties Detroit City Dickinson-Iron Counties District Health Department #2 District Health Department #4</p>	<p>District Health Department #10 Genesee County Grand Traverse County Huron County Ingham County Ionia County Jackson County Kalamazoo County Kent County Lapeer County Lenawee County Livingston County LMAS Counties Macomb County Marquette County Midland County Mid-Michigan District Monroe County Muskegon County Northwest Michigan District Oakland County Ottawa County Saginaw County St. Clair County Sanilac County Shiawasee County Tuscola County Van Buren-Cass Counties Washtenaw County Wayne County Western U.P. District</p>
<p>Birkam Health Center – Ferris State Beecher Teen Health Center Corner Health Center Detroit Hispanic Development Corp Eastern Michigan University Health Place 101 Henry Ford Hospital</p>	<p>District Health Department #10 Genesee County Grand Traverse County Huron County Ingham County Ionia County Jackson County</p>

Inkster Health Center
Ironman Health Center
Family Planning of Allegan County
McKenzie Memorial Hospital
MSU – Olin Health Center
New Haven Adolescent Health
Northwest Health Center
Parkside Health Center
Planned Parenthood East Central MI
Planned Parenthood of West/Northern MI
Pontiac Teen Health Center
Redford School Health Center
Romulus Adolescent Health Center
St. John Community Investment Corp
Taylor Teen Health Center
Union High School Health Center
University of Michigan Health Services
Waterford Alternative High School
Western Michigan University
Wildcat Wellness Center
Youthville Health Center

Local Health Departments

Allegan County
Barry-Eaton Counties
Bay County
Benzie-Leelanau Counties
Berrien County
Branch-Hillsdale Counties
Calhoun County
Central Michigan District
Chippewa County
Delta-Menominee Counties
Detroit City
Dickinson-Iron Counties
District Health Department #2
District Health Department #4

Kalamazoo County
Kent County
Lapeer County
Lenawee County
Livingston County
LMAS Counties
Macomb County
Marquette County
Midland County
Mid-Michigan District
Monroe County
Muskegon County
Northwest Michigan District
Oakland County
Ottawa County
Saginaw County
St. Clair County
Sanilac County
Shiawasee County
Tuscola County
Van Buren-Cass Counties
Washtenaw County
Wayne County
Western U.P. District

Facilities Address/Phone Number Listing

Funded Community Based Organizations FY 09/10

Agency	Address1	City	State	Zip	Telephone
APM	2751 E. Jefferson, Suite 301	Detroit	MI	48207-	(313) 446-9800
ACCESS	6450 Maple Rd.	Dearborn	MI	48126-	(313) 216-2253
CARES	629 Pioneer St.	Kalamazoo	MI	49008-	(269) 381-2437
CHILDREN'S HOSPITAL OF MICHIGAN	3127 East Canfield	Detroit	MI	48207-	(313) 924-9487
<u>Detroit Community Health Connection (Rapid Test)</u>	13901 Jefferson Ave.	Detroit	MI	48215-	(313) 832-6300
CHAG	1300 W. Fort St	Detroit	MI	48226-	(313) 963-3434
TRAVERSE CITY HEALTH CLINIC	3147 Logan Valley Rd	Traverse City	MI	49686-	(231) 935-0668
DMC-WSU	4201 St. Antoine Suite 7B	Detroit	MI	48201-	(313) 745-5111
HEARTH HOME	732 Hoyt St	Saginaw	MI	48607-	(989) 753-9011
HARC	3075 Clark Suite 203	Ypsilanti	MI	48197-	(734) 572-9355
LAAN	913 W. Holmes Rd. Suite 115	Lansing	MI	48910-	(517) 394-3719
MAPP	429 Livernois	Ferndale	MI	48220-	(248) 545-1435
WELLNESS - FLINT	311 E Court	Flint	MI	48502-	(810) 232-0888

Designated Non-Funded CBO's FY 09/10

Agency	Address1	City	State	Zip	Telephone
BASIS	515 Adams St.	Bay City	MI	48708-	(989) 894-2991
Detroit Hispanic Development Corporation		Detroit	MI		
EMU - SNOW H.C.	Eastern Michigan University Snow Health Center	Ypsilanti	MI	48197-	(734) 487-2226
GENESEE COUNTY MENTAL HEALTH AGENCY		Flint	MI		
Sault Tribe of Chippewa Indians	2864 Ashmun	Sault Ste. Marie	MI	49783	(906) 632-5265
Your Center	4002 N Saginaw St.	Flint	MI	48505	(810) 210-7720

Funded Local Health Departments FY 09/10

Agency	Address1	City	State	Zip	Telephone
ALLEGAN COUNTY H.D.	3255 122nd Ave, Suite 200	Allegan	MI	49010-	(269) 673-5411
BERRIEN COUNTY H.D.	769 Pipestone	Benton Harbor	MI	49023-	(616) 927-5650
CALHOUN COUNTY H.D.	190 E. Michigan, Ste. A100	Battle Creek	MI	49017-	(269) 969-6388
DETROIT CITY H.D.	1151 Taylor	Detroit	MI	48202-	(313) 876-4878
GENESEE COUNTY H.D.	115 E. Pierson	Flint	MI	48505-	(810) 600-2450
INGHAM COUNTY H.D.	5303 S. Cedar St.	Lansing	MI	48909-	(517) 887-4495
JACKSON COUNTY H.D.	1715 Lansing Ave.	Jackson	MI	49202-	(517) 788-4411
KALAMAZOO COUNTY H.D.	P.O. Box 42	Nazareth	MI	49074-	(269) 373-5237
KENT COUNTY H.D.	700 Fuller Ave. NE	Grand Rapids	MI	49503-	(616) 336-3026
MACOMB COUNTY H.D.	27690 VanDyke Suite B	Warren	MI	48093-	(586) 573-2090
MUSKEGON COUNTY H.D.	209 E Apple	Muskegon	MI	49442-	(231) 724-1216
OAKLAND COUNTY H.D.	1200 N Telegraph	Pontiac	MI	48341-	(248) 858-5476
SAGINAW COUNTY H.D.	1600 N Michigan	Saginaw	MI	48602	(989) 758-3367
VAN BUREN-CASS DISTRICT H.D.	57418 CR 681	Hartford	MI	49057-	(269) 621-3143
WASHTENAW COUNTY H.D.	555 Towner Suite149	Ypsilanti	MI	48198-	(734) 544-2963
WAYNE COUNTY H.D.	33030 Van Born	Wayne	MI	48184-	(734) 727-7046

Non-Funded Local Health Departments FY09/10

Agency	Address1	City	State	Zip	Telephone
BAY COUNTY H.D.	1200 Washington Ave.	Bay City	MI	48708-	(989) 895-2039
BENZIE-LEELANAU DISTRICT H.D.	6051 Frankfort Hwy	Benzonia	MI	49616-	(616) 882-4409
BRANCH-HILLSDALE-ST. JOSEPH DISTRICT H.D.	209 West Hatch St.	Sturgis	MI	49091-	(800) 258-1093
CENTRAL MICHIGAN DISTRICT H.D.	2012 E. Preston Ave.	Mt. Pleasant	MI	48858-	(989) 773-5921
CHIPPEWA COUNTY H.D.	508 Ashmun St. #120	Sault Ste. Marie	MI	49783-	(906) 635-3591
DELTA & MENOMINEE COUNTIES	2920 College Ave.	Escanaba	MI	49829-	(906) 789-8122
DICKINSON-IRON DISTRICT H.D.	601 Washington P.O. Box 516	Sambaugh	MI	49964-	(906) 265-9913

DHD #2	630 Progress	West Branch	MI	48661-	(989) 826-3970
DHD #4	100 Woods Circle	Alpena	MI	49707	(989) 354-4230
DHD #10	1049 Newell	White Cloud	MI	49349	(231) 689-7300
GRAND TRAVERSE COUNTY H.D.	2325 Garfield Rd. North	Traverse City	MI	49686-	(231) 922-2734
HURON COUNTY H.D.	1142 S. Van Dyke	Bad Axe	MI	48413-	(989) 269-9721
IIONIA COUNTY H.D.	175 E. Adams	Ionia	MI	48846	(616) 527-5339
LAPEER COUNTY H.D.	1800 E. Imlay City Rd.	Lapeer	MI	48446-	(810) 245-5590
LENAWEE COUNTY H.D.	1040 S. Winter	Adrian	MI	49221	(517) 264-5231
LIVINGSTON COUNTY H.D.	2300 E. Grand River Suite 102	Howell	MI	48843-7578	(517) 546-9850
LMAS	14150 Hamilton Lake Rd	Newberry	MI	49868	(906) 293-1314
MARQUETTE COUNTY H.D.	184 U.S. 41 Hwy.	Negaunee	MI	49866-	(906) 475-7651
MIDLAND COUNTY H.D.	220 W. Ellsworth	Midland	MI	48640	(989) 832-6651
MID MICHIGAN DISTRICT H.D.	615 N. State St. Suite 1	Stanton	MI	48888	(989) 227-3106
MONROE COUNTY H.D.	2353 S. Custer	Monroe	MI	48161-	(734) 240-7832
NORTHWEST MICHIGAN COMMUNITY HEALTH AGENCY	3434 Harbor Petoskey Rd Suite A	Harbor Springs	MI	49740-	(231) 347-6014
OTTAWA COUNTY H.D.	12251 James Suite 500	Holland	MI	49424	(616) 396-5266
SAINT CLAIR COUNTY H.D.	3415 28th St	Port Huron	MI	48060-	(810) 987-5300
SANILAC COUNTY H.D.	171 Dawson	Sandusky	MI	48471-	(810) 648-4098
SHIAWASEE COUNTY H.D.	110 E. Mack	Corunna	MI	48817-	(517) 743-2355
TUSCOLA COUNTY H.D.	1309 Cleaver	Caro	MI	48723	(989) 673-8114
WESTERN U.P. DISTRICT H.D.	540 Depot St	Hancock	MI	49930-	(906) 482-7382

AUTHORITY/REASON:

Per Agency request and DMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$286,862.50

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 4, 2009

CHANGE NOTICE NO. 2
OF
CONTRACT NO. 071B6200397
between
THE STATE OF MICHIGAN
And

Fax: (916) 782-3119

NAME & ADDRESS OF VENDOR OraSure Technologies, Inc. 220 East First Street Bethlehem, PA 18015 Email:preis@orasure.com	TELEPHONE Patricia Reis (800) 869-3538
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6327 Mary Ostrowski
Contract Compliance Inspector: Deb Szejda OraSure HIV-1 Specimen Kits – Department of Community Health	
CONTRACT PERIOD: From: September 15, 2006 To: September 15, 2010	
TERMS Net 45 Days	SHIPMENT N/A
F.O.B. Shipping Point	SHIPPED FROM Bethlehem, PA
MINIMUM DELIVERY REQUIREMENTS There is no minimum order quantity	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, the following item is hereby ADDED to this Contract:

Product # 259766 HIV-1 Western Blot Oral Fluid (Orasure), 20 Tests/kit \$380.00/kit.

This item has moved from BioMerieux Contract #071B6200396 as OraSure no longer provides this product through distributors and is now a sole-source brand product.

AUTHORITY/REASON:

Per vendor letter (Patricia Reis) dated September 17, 2009, Agency request and DMB Purchasing Operations.

Total REVISED Estimated Contract Value: **\$245,862.50**

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 16, 2009

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B6200397
between
THE STATE OF MICHIGAN
And

Fax: (916) 782-3119

NAME & ADDRESS OF VENDOR OraSure Technologies, Inc. 220 East First Street Bethlehem, PA 18015 Email:preis@orasure.com	TELEPHONE Patricia Reis (800) 869-3538
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6327 Mary Ostrowski
Contract Compliance Inspector: Deb Szejda OraSure HIV-1 Specimen Kits – Department of Community Health	
CONTRACT PERIOD: From: September 15, 2006 To: September 15, 2010	
TERMS Net 45 Days	SHIPMENT N/A
F.O.B. Shipping Point	SHIPPED FROM Bethlehem, PA
MINIMUM DELIVERY REQUIREMENTS There is no minimum order quantity	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, this Contract is hereby **INCREASED \$5,000.00** and **EXTENDED** through September 15, 2010.

New Specimen Kit pricing is \$205.00

The Buyer for this Contract is changed to Mary Ostrowski.

AUTHORITY/REASON:

Per vendor email (Patricia Reis) dated August 20, 2009, DMB Purchasing Operations, and State Administrative Board approval on September 14, 2009.

INCREASE: \$5,000.00

Total REVISED Estimated Contract Value: \$230,862.50

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

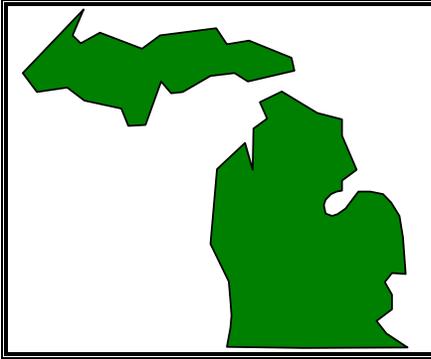
September 15, 2006

NOTICE
 OF
 CONTRACT NO. 071B6200397
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (800) 869-3538
OraSure Technologies, Inc. 220 East First Street Bethlehem, PA 18015 Email:preis@orasure.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-8530 Rebecca Nevai
Contract Compliance Inspector: Deb Szejda OraSure HIV-1 Specimen Kits – Department of Community Health		
CONTRACT PERIOD: From: September 15, 2006 To: September 15, 2009		
TERMS Net 45 Days	SHIPMENT N/A	
F.O.B. Shipping Point	SHIPPED FROM Bethlehem, PA	
MINIMUM DELIVERY REQUIREMENTS There is no minimum order quantity		
MISCELLANEOUS INFORMATION:		

The terms and conditions of this Contract are those of **ITB #07116200297** this Contract Agreement and the vendor's quote. 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: \$225,862.50



STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract Number No. 071B6200397
OraSure HIV-1 Oral Specimen Kits

Buyer Name: Rebecca Nevai
Telephone Number: 517-373-8530
E-Mail Address: nevair@michigan.gov

OraSure HIV-1 Oral Specimen Kits

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Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This is a formal contract for Orasure HIV-1 Oral Specimen Kits. This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is for OraSure HIV-1 Oral Specimen Kits.

The Michigan Department of Community Health (DCH) supports HIV testing for approximately 96 authorized facilities throughout the state. There are approximately 65,000 oral HIV tests performed yearly. The approval of the oral testing device allowed the agencies that offer testing through DCH to offer an alternative to drawing blood-using needles. The oral test has been an important part of the counseling, testing and referral program because we have seen a significant increase in the numbers of tests since the oral fluid test was approved by the Food and Drug Administration (FDA).

The OraSure HIV-1 Oral Specimen Collection Device is used by over 96 authorized facilities in the state of Michigan. Currently 44 Local Health Departments, 47 Community Based Organizations, 5 Planned Parenthoods, Universities, as well as some Adolescent Health Centers use the device for HIV-1 testing as part of their counseling, testing and referral programs. The agencies are provided with all the necessary training, supplies and technical support to administer the test. They are also required to enter the counseling, testing and referral data which includes the test results into the HIV Event System, which is a web-based data collection system. Those data are then sent to the Centers for Disease Control (CDC) on a quarterly basis.

MDCH does not pay for OraSure devices for the Local Health Departments or Planned Parenthoods. However MDCH does pay for Orasure devices for the 47 Community Based Organizations.

1.003 PROJECT CONTROL

Project Control

- a. The Contractor will carry out this project under the direction and control of the Department of Community Health, Division of Health, Wellness, and Disease Control.
- b. Although there will be continuous liaison with the Contractor, the client agency's project director will meet as needed, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing a copy of this Contract and returning it to the Contract Administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 SPECIFICATIONS

Approved Brands or Manufacturers' lines - Acceptable brands are noted below. Contractor shall supply only such brands. Substitutions of alternate brands will not be accepted.



OraSure HIV-1 Oral Specimen, 50 count/case
Product Number # 503-0050

The estimated annual number of tests is 15,850.

Per Section 2.001, "Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities."

The Contractor shall be responsible to ship testing devices to pre-approved authorized facilities ONLY, listed in Attachment A. The Contractor must NOT ship testing devices to any agency not listed in Attachment A.

The State will not reimburse the Contractor for product shipped to authorized facilities not listed in Attachment A.

The testing devices are to be shipped "UPON AGENCY REQUEST" only. Any agency who exceeds their estimated yearly need must be approved prior to shipment from the vendor.

1.102 RESEARCH AND DEVELOPMENT - RESERVED

1.103 QUALITY ASSURANCE PROGRAM - RESERVED

1.104 WARRANTY FOR PRODUCTS OR SERVICES

OraSure warrants that Product delivered to Customer shall be consistent with the Product description and specification for such Product that OraSure may supply Customer. Warranty is for the term of the Product's stated shelf life. Returns are allowed only on defective or incorrect products. Prior approval must be obtained from OraSure. Expired products are specifically excluded.

1.105 ACCEPTANCE

- a) The authorized facilities receiving the testing device shall be responsible to notify the Contractor if there is a shipping error.
- b) Prior to delivery of the above-mentioned product, the Contractor will first perform all required quality assurance activities to verify that the product is complete and in conformance with its specifications listed in the applicable purchase order. Before delivering the product the Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it had corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the deliverables are in a suitable state of readiness for the State's review and approval, and (5) the deliverables have all critical security patches/updates applied.
- c) Final Acceptance is when the project is completed and functions according to the requirements. Any intermediate acceptance of sub-Deliverables does not complete the requirement of Final Acceptance. Agencies provide estimates of number of devices they will need for the fiscal year, any orders over their individual estimates get approved before authorizing payment.
- d) All consumable goods are subject to inspection and testing. In the event consumable goods are defective in documentation, 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.



1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Contractor shall have the capacity to receive orders by electronically (email), facsimile, and by written order. The Contractor shall provide a statewide toll-free phone number for phone orders. Contractor shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

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

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

OraSure's Customer Care Center will have five customer care representatives available to help with order placement, and shipment. Orasure's Customer Care Center can be reached at 800-ORASURE in the Bethlehem, Pennsylvania office. Technical Service is also available at 800-ORASURE.

OraSure customer service representatives are available from 8:00 a.m. to 6:00 p.m. EST. OraSure can receive orders at:

Customerservice@orasure.com

Fax 610-882-3572

OraSure contact persons are available as follows:

Jacqui Grandizio
Customer Service Manager
Bethlehem, PA
800-ORASURE

Tom Pavlowski
Sales Account Manager
800-869-3538

Pat Reis
Contract Administrator
916-782-3119

Melissa Hayes
Director of Infectious Disease Testing
800-869-3538

1.202 TRAINING

OraSure will provide training upon request at no additional cost. Training services will include: product information, step by step instructions for use of product, reading and interpreting test results, frequently asked questions regarding OraSure HIV-1 Devices and responding to questions from individuals attending the training. Supporting documents will also be provided.

**1.203 REPORTING**

Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all authorized facilities or individual authorized facilities, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

1.204 SPECIAL PROGRAMS

Returns are allowed only on defective or incorrect products. Prior approval must be obtained from OraSure. Expired products are specifically excluded.

1.205 SECURITY - RESERVED**1.3 Delivery Capabilities****1.301 TIME FRAMES**

All orders shall be delivered within ten (10) calendar days after receipt of order.

1.302 MINIMUM ORDER

The State requires that there shall not be a minimum order.

1.303 PACKAGING

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

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

1.304 PALLETIZING

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

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

1.305 DELIVERY TERMS

F.O.B. DESTINATION to Attachment A - List of Authorized Facilities

1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION**1.4 Project Price****1.401 PROPOSAL PRICING**

Contractor Pricing is in Attachment B – Price Sheet.

STATE ADMINISTRATIVE FEE - RESERVED

**1.402 PAYMENT TERMS**

- a) Orasure does not offer Quick Payment Terms at this time.
- b) State payment terms are Net 45 days. Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.
- c) For each shipment sent to a facility on the Attachment A – Authorized Facility List, the related invoice must be forwarded to the following:

MDCH/DHWDC
Washington Square Building
109 Michigan Ave., 10th Floor
Lansing, MI 48913

1.403 PRICE TERM

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

Prices are subject to change at the end of each 365-day period, and shall be effective at the beginning of a State fiscal year, October 1st. 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. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The 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.

1.5 Quantity term

Requirements – Bidder agrees to supply all that the State requires.

The allowable quantity per Authorized Facility is increased or decreased based on number of tests conducted in a fiscal year. If the Contract Compliance Inspector foresees a need to increase or decrease the allowable quantity for an Authorized Facility, the Contractor will be notified in writing by a formal Contract Change Notice.



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for OraSure HIV-1 Oral Specimen Kits 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.

The Attachment A – List of Authorized Facilities contains the “Ship To” addresses. However, if the Contractor and the State agree, additional facilities may participate should the need develop.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations, for the Department of Community Health, hereinafter known as (DCH). Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations 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. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the Contract from any individual or office other than Purchasing Operations and the listed Contract Administrator

All communications covering this procurement must be addressed to Contract Administrator indicated below:

Department of Management and Budget
Purchasing Operations
Attn: [Rebecca Nevair](mailto:Rebecca.Nevair@michigan.gov)
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
Phone (517) 373-8530 Fax (517) 335-0046
nevair@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.



2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence upon mutual execution of the Contract.

Option. The State reserves the right to exercise two (2) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, 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 Purchasing Operations to exercise an option year.

Extension. At the sole option of the State, the Contract may also be extended. Contractor performance, quality of products, price, cost savings, 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 Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor within five (5) business days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least twenty (20) business days before the Contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended Contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

**2.007 RELATIONSHIP OF THE PARTIES**

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.

2.008 HEADINGS

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

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

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

2.011 SURVIVORSHIP

Any provisions of the 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 the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the 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.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the Authorized Facilities through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations**2.101 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.



2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.
2. The Contractor shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Purchasing Operations or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE - RESERVED

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - RESERVED

2.106 PREVAILING WAGE - RESERVED

2.107 PAYROLL AND BASIC RECORDS - RESERVED

2.108 COMPETITION IN SUB-CONTRACTING

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

2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State of Michigan **must** disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

Orasure's call center is located in Bethlehem, Pennsylvania.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE - RESERVED

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual product delivered. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

**2.203 POSSIBLE PROGRESS PAYMENTS - RESERVED****2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) - RESERVED****2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State Contractors. Contractor is required 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.

2.206 PERFORMANCE OF WORK BY CONTRACTOR - RESERVED**2.3 Contract Rights and Obligations****2.301 INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the 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 the Contract.

2.302 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, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this Contract, 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. 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 the Contract without the prior written consent of the Director of Purchasing Operations.

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 Purchasing Operations has given written consent to the delegation.

Contractor must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that Bidder provided in the bid.

2.304 TAXES

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.

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.



The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 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 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.

2.306 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 (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

2.307 CONTRACT DISTRIBUTION

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

2.308 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.

2.309 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.

2.310 PURCHASING FROM OTHER STATE AGENCIES - RESERVED

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to six months after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

**2.312 RESERVED****2.313 RESERVED****2.314 WEBSITE INCORPORATION**

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

2.4 Contract Review and Evaluation**2.401 CONTRACT COMPLIANCE INSPECTOR**

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations.** The Contract Compliance Inspector for this project is:

Deb Szejda
Department of Community Health
Division of Health, Wellness and Disease Control
109 Michigan Ave
Lansing, MI 48913
Email swejdad@michigan.gov
Phone: 517/241-5904

2.402 PERFORMANCE REVIEWS

Purchasing Operations 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 Purchasing Operations, 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 Purchasing Operations, 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.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

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 the 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.

2.5 Quality and Warranties**2.501 PROHIBITED PRODUCTS**

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



2.502 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.

2.503 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.

2.504 GENERAL WARRANTIES (goods)

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

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

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

2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
3. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
4. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
5. The Contractor has duly authorized the execution, delivery and performance of the Contract;



6. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.
7. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this Contract, on behalf of Contractor.
8. The Contractor is qualified and registered to transact business in all locations where required.
9. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
10. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF - RESERVED

2.507 RESERVED

2.508 EQUIPMENT WARRANTY - RESERVED

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this Contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.

2.602 NOTICE AND THE 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.



2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 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 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.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

**2.703 LIQUIDATED DAMAGES - RESERVED****2.704 STOP WORK - RESERVED****2.705 SUSPENSION OF WORK**

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contract Administrator determines appropriate for the convenience of the State.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this Contract, or (2) by the Contract Administrator's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

2.8 Changes, Modifications, and Amendments**2.801 APPROVALS**

The 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.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Purchasing Operations 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, 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, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

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



2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this Contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the State deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the State shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the Contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the State-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



Article 3 – Certifications and Representations

3.1 Disclosure Issues

3.101 FREEDOM OF INFORMATION ACT

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

3.2 Vendor/Contractor Workplace Fitness

3.201 WORKPLACE SAFETY

1. 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.
2. 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.

3.202 WORKPLACE DISCRIMINATION

The Contractor represents and warrants that in performing services for the State pursuant to this Contract, 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 here from 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.

Vendor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

3.203 LABOR RELATIONS

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.

The Contractor represents and warrants that the company does not appear in the current register of employers failing to correct an unfair labor practice.



3.204 LIABILITY INSURANCE

A. 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.

All insurance coverage 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 specified in this Contract or required by law, whichever is greater.

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

See www.michigan.gov/cis

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

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

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



1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$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 certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.



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

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

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

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

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

- 4. Employers liability insurance with the following minimum limits:

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

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

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

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

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



B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

3.205 USE TAX

Companies (and their affiliated organizations) that are awarded contracts are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services **delivered into the state of Michigan**. This is required of all companies that are awarded contracts. Those companies that lack sufficient "presence" in Michigan to be required to register and pay tax must do so as a "**volunteer**". This requirement extends to: (1) ALL MEMBERS OF ANY CONTROLLED GROUP AS DEFINED IN § 1563(A) OF THE Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make **sales at retail for delivery into the state of Michigan** are registered with the State of Michigan for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

The requirement of remittance could be limited to the Bidder only without including affiliate companies.

Contractors and their affiliates as defined in the paragraph above must register for and remit sales and use tax on all taxable sales of tangible personal property or services **delivered to the state of Michigan**.

ATTACHMENT A – LIST OF AUTHORIZED FACILITIES

ACCESS

6450 Maple Street
Dearborn, MI 48126
Contact: Chris Ayoub
devices: 400

AIDS Consortium of Southeastern Michigan

645 Griswold, Suite 1600
Detroit, MI 48826
Contact: Heather Willard
devices: 800

AIDS Partnership MI

2751 East Jefferson, Suite 301
Detroit, MI 48207
Contact: Lillian Piersante
devices: 900

B.A.S.I.S.

515 Adams
Bay City, MI 48708
Contact: Tom Brewbaker
devices: 250

Blue Water Center for Independent Living

310 Water Street
Port Huron, MI 48060
Contact: Tracy Monroe
devices: 50

CARES

629 Pioneer Street
Kalamazoo, MI 49008
Contract: David Feaster
devices: 1200

Children's Hospital/Horizon Project

3127 East Canfield
Detroit, MI 48207
Contact: Michelle McGarrity
devices: 400

ATTACHMENT A – LIST OF AUTHORIZED FACILITIES

Community Health Awareness Group
3028 East Grand Blvd.
Detroit, MI 48202
Contact: Benita Tucker
devices: 100

Community Health Clinic
870 East Eighth
Traverse City, MI 49684
Contact: Brooke Borgeson-Gray
devices: 100

Corner Health Center
47 North Huron
Ypsilanti, MI 48197
Contact: Jessica Chamberlin
devices: 150

Detroit Department of Human Services
5031 Grandy
Detroit, MI 48211
Contact: Belinda Florence
devices: 400

Detroit Hispanic Development Corp.
1211 Trumbull
Detroit, MI 48216
Contact: Ben Sedillos
devices: 300

Detroit Medical Center
4201 St. Antoine, POD 7D
Detroit, MI 48201
Contact: Bernard Mallisham
devices: 800

Detroit Community Health Connection
1001 West Paterson
Detroit, MI 48215
Contact: Serena Sledge
devices: 700

ATTACHMENT A – LIST OF AUTHORIZED FACILITIES

Family Planning of Allegan County
2233 33rd Street
Allegan, MI 49010
Contact: Sharon Bradley
devices: 350

Gateway Community Services
910 Abbott, Suite 100
East Lansing, MI 48823
Contact: Megan Muscia
devices: 200

Family Health Center
117 West Paterson Street
Kalamazoo, MI 49007-2641
Contact: Rockelle Rogers
devices: 200

Health Place 101
3300 Lorraine Street
Ann Arbor, MI 48108
Contact: Jennifer Salerno
devices: 50

HARC
3075 Clark, Suite 203
Ypsilanti, MI 48197
Contact: Justin Schmandt
devices: 800

HIV/AIDS Network & Direct Services
PO Box 533
Petoskey, MI 49770
Contact: John Lewis
devices: 50

Lansing Area AIDS Network
913 West Holmes, Suite 115
Lansing, MI 48910
Contact: Andre Truss
devices: 400

ATTACHMENT A – LIST OF AUTHORIZED FACILITIES

Henry Ford Hospital
2799 W Grand Blvd
Detroit, MI 48202
Contact: Joanna Huitsing
devices: 100

MAPP 429 Livernois
Ferndale, MI 48220
Contact: Leon Golson
devices: 100

Motivational Family & Friends
PO Box 35851
Detroit, MI 48235
Contact: Sylvia Roland
devices: 400

McKenzie Family Planning
8 North Howard Street
Crosswell, MI 48422
Contact: Louise Blasius
devices: 50

Your Center
4002 North Saginaw Street
Flint, MI 48502
Contact: Willie Smith
devices: 100

New Haven Adolescent Services
57737 Graitot
New Haven, MI 48048
Contact: Laurie Johnson
devices: 50

Pontiac Teen Health Center
300 West Huron
Pontiac, MI 48341
Contact: Lynn Lawlor
devices: 100

Romulus Adolescent Health Center
9650 S Wayne Road
Romulus, MI 48174
Contact: Liz Kershna
devices: 50

ATTACHMENT A – LIST OF AUTHORIZED FACILITIES

Saginaw Hearth Home
732 Hoyt Street
Saginaw, MI 48607
Contact: Ricardo Bowden
devices: 500

Saint Mary's McAuley Clinic
235 Cherry Street, SE, Suite 306
Grand Rapids, MI 49053
Contact: Kristen Durell
devices: 1250

Sault Tribe of Chippewa Indians
2864 Ashmun Street
Sault Ste. Marie, MI 49783
Contact: Larry Klein
devices: 100

Taylor Teen Health Center
26650 Eureka, Suite C
Taylor, MI 48180
Contact: Rachel Mroz
devices: 150

Traveler's Aid
1150 Griswold, Suite 1800
Detroit, MI 48226
Contact: Cornelius Wilson
devices: 50

Union High School Health Center
Cherry Street Health Services
1800 Tremont Blvd. NW
Grand Rapids, MI 49504
Contact: Nancy Pommer
devices: 50

Well Being Institute
3800 Woodward Avenue, Suite 1010
Detroit, MI 48201
Contact: Jannie Tinsley
devices: 150

ATTACHMENT A – LIST OF AUTHORIZED FACILITIES

Wellness – Flint
311 East Court Street
Flint, MI 48502
Contact: Stevie Atkins
devices: 700

**CONTRACT # 071B6200397
ATTACHMENT B - PRICE SHEET**

Bidders may insert lines to quote alternate case quantities, specifying OraSure Part Number.

Section 1.101 Specifications and 1.401 Proposal Pricing

OraSure HIV-1 Oral Specimen Kit, 50/case, # 503-0050 \$

Section 1.104 Warranty

Product Warranty
Policy for damaged/defective product

Section 1.103 Quality Assurance Program

Fill Rate \$ %

Section 1.201 Customer Service / Ordering

Toll free number for orders
Toll free number hours of operation
Dedicated Inside Sales Person

Name	<input type="text" value="Customer Service"/>
Phone	<input type="text" value="800-860-3538"/>
Email	<input type="text" value="customerservice@orasure.com"/>

Dedicated Outside Sales Person	Name	<input type="text" value="Tom Pavlowski"/>
	Phone	<input type="text" value="800-869-3538"/>
	Email	<input type="text" value="tpavlowski@orasure.com"/>

Section 1.202 Training

Training on products, and product safety during the contract

Section 1.204 Special Programs

a) Return Policy

Section 1.301 Time Frames

a) Delivery ARO (not to exceed 7 calendar days) Delivery Days ARO
b) Delivery Programs - include details in proposal
c) Delivery Plan - include details in proposal

Section 1.302 Minimum Order

The State requires that there shall not be a minimum order.

Minimum Order, if applicable

Section 1.305 Delivery Terms

F.O.B
Declare Haz Mat shipping charges, if applicable
Declare mandatory overnight shipping charges, if applicable

Section 1.402 (a) Quick Payment Terms

Within 15 days	<input type="text" value="0%"/>
Within 30 days	<input type="text" value="0%"/>

Section 2.109 Call Center - Disclosure of Call Center(s) Location(s)

City	<input type="text" value="Bethlehem"/>
State	<input type="text" value="PA"/>