

QIAGEN, LLC.

# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

Various

**MDHHS** 

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 17

to

Contract Number <u>071B1300322</u>

1930	00 Germantown R	oad		ager 'am							
Gerr	nantown, MD 208	74		er Adn		i.					
Jack 860-	i Sands			Contract Administrator	Katie McFarland		DTMB				
860-	860-307-0460				517-930-6814						
R lack	O Booki Condo Orionen com				mcfarlandk1@michi	gan.gov	1				
	Jacki.Sands@qiagen.com										
CV0	066865										
			CONTRAC	T SUMMARY							
LAB TES	TING KITS - RE	AGENTS									
INITIAL E	NITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE		INITIAL	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE					
Ju	July 1, 2011 June 30, 2014		2014		2 - 1 Year		June 30, 2022				
	PAYN	MENT TERMS		DELIVERY TIMEFRAME							
		Net 45									
		ALTERNATE PA	YMENT OPTION	NS EXTENDED PURCHASING							
⊠ P-0	Card	□ PRC	☐ Othe	er		⊠ Y	'es	□ No			
MINIMUM	DELIVERY REQUIR	REMENTS									
N/A											
			ESCRIPTION O								
OPTION	LENGT	H OF OPTION	EXTENSION	LENG	STH OF EXTENSION		REVISED EXF				
							June 30, 2	2022			
	CURRENT VALUE VALUE OF CHANGE NOTICE			ESTIMATED AGGREGATE CONTRACT VALUE							
\$2,961,921.03 \$0.00			\$2,961,921.03								
- · ·	10010000 ::			RIPTION		21		_			
		on this contract here nged to Katie McFarl		er revised Atta	ichment A - Pricing. F	Please r	note the Contra	ct			
	all other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB central Procurement approval.										

#### **Program Managers**

#### for

#### **Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MSP	Paula Hurst Thomas	(517) 284-3305	HurstP3@michigan.gov
MDHHS	Wanda Rademacher	517-241-0134	RademacherW@michigan.gov
MDARD	Brandon Colby	517-335-1583	ColbyB@michigan.gov

## Attachment A - Pricing - 2022 Pricing

6.69 MDARD 8.20 MDHHS 8.34 MDHHS 4.45 MDHHS
3.34 MDHHS .45 MDHHS
.45 MDHHS
44 MDIIIIC
.11 MDHHS
5.62 MDARD
3.95 MDHHS
9.92 MDHHS
0.81 MDHHS
.17 MDHHS
3.47 MDHHS
9.98 MDHHS
3.62 MDHHS
6.46 MSP
.58 MDHHS
5.10 MDHHS
6.12 MDHHS
.86 MDHHS
3.20 MDHHS
0.11 MDARD
.68 MDARD
3.47 MDHHS
2.41 MDHHS
.52 MDHHS
.25 MDHHS
.44 MDHHS
3.29 MDHHS
2.87 MDHHS
.11 MDHHS
6.91 MDHHS
2.66 MDHHS
3.49 MDHHS
3.09 MDHHS
3.39 MDHHS
0.80 MDHHS
0.70 MDHHS
6.42 MDHHS
'.14 MDHHS
5.05 MDHHS
5.50 MDHHS
5.50 MDHHS
6.50 MDHHS
5.50 MDHHS
0.00 MDHHS
5.00 MDHHS
3.38 MDHHS
0.22 MDHHS
.08 MDHHS
2.21 MDHHS
.91 MDARD
4.40 EGLE
8.40 EGLE 2.49 EGLE
8.40 EGLE 2.49 EGLE 2.78 MDHHS

222007	OlAssa DIDECT SARS CoV 2 Kit E	Φ	3 069 00	46.77	φ	2 112 00	MUUUU
333887 333888	QIAseq DIRECT SARS-CoV-2 Kit F	\$	3,968.00	46.77 46.77	\$	2,112.00	
333889	QIAseq DIRECT SARS-CoV-2 Kit G	\$	3,968.00		\$	2,112.00	
	QIAseq DIRECT SARS-CoV-2 Kit H	\$	3,968.00	46.77	\$	2,112.00	
333891	QIAseq DIRECT SARS-CoV-2 Kit A	\$	3,968.00	46.77	\$	2,112.00	
333892	QIAseq DIRECT SARS-CoV-2 Kit B	\$	3,968.00	46.77	\$	2,112.00	MDHHS
333893	QIAseq DIRECT SARS-CoV-2 Kit C	\$	3,968.00	46.77	\$	2,112.00	MDHHS
333894	QIAseq DIRECT SARS-CoV-2 Kit D	\$	3,968.00	46.77	\$	2,112.00	MDHHS
333895	QIAseq SARS CoV-2 Primer Panel (24)	\$	268.00	30	\$	187.60	MDHHS
333896	QIAseq SARS CoV-2 Primer Panel (96)	\$	992.00	30	\$	694.40	MDHHS
333898	QIAseq DIRECT SARS-CoV-2 HT (A-D)	\$	12,707.00	42.58	\$	7,296.00	MDHHS
333899	QIAseq DIRECT SARS-CoV-2 HT (E-H)	\$	12,707.00	42.58	\$	7,296.00	MDHHS
382415	Investigator 24plex QS Kit (100)	\$	2,592.00	7.67	\$	2,393.19	MDHHS
382417	Investigator 24plex QS Kit (400)	\$	9,882.00	7.67	\$	9,124.05	
382426	Investigator 24plex GO! Kit (200)	\$	4,148.00	7.67	\$	3,829.85	
382428	Investigator 24plex GO! Kit (1000)	\$	19,234.00	7.68	\$	17,756.83	
386037	DNA Size Standard 24plex (BTO) (800)	\$	637.00	7.71	\$	587.89	
386224	Matrix Standard BT6 (50)	\$	188.00	7.71	\$	173.51	MDHHS
386516	Investigator STR GO! Lysis Buffer (200)	\$	382.00	7.66	\$	352.74	MDHHS
386526	Investigator STR GO! Punch Buffer (200)	\$	364.00	7.79	\$	335.64	MDHHS
386528	Investigator STR GO! Punch Buffer (1000)	\$	1,847.00	7.7	\$	1,704.78	MDHHS
387216	Investigator Quantiplex Pro Kit (200)	\$	962.00	7.64	\$	888.50	MDHHS
931436	QIAsymphony Investigator Kit (192)	\$	1,206.00	8.02	\$	1,109.28	MSP
939011	Buffer ATL ( 4 x 50 ml)	\$	125.00	13.08	\$	108.65	MDHHS
950067	QIAcube HT Plasticware	\$	343.00	7	\$	318.99	
952034	EZ1 DNA Investigator Kit (48)	\$	557.00	7.71	\$	514.06	
955134	EZ1 Virus Mini Kit v2.0 (48)	\$	460.00	7	\$	427.80	
972804	PyroMark Gold Q96 Reagents (5 x 96)	\$	619.00	26.61	\$	454.28	
979002	PyroMark Q96 Plate Low (100)	\$	257.00	15.65	\$	216.78	
979004	PyroMark Q96 Cartridge (3)	\$	532.00	24.33	\$	402.56	MDHHS
979006	PyroMark Binding Buffer (200 ml)	\$	60.60	28.83	\$	43.13	MDHHS
979007	PyroMark Denaturation Sol. (500 ml)	\$	60.60	23.88	\$	46.13	MDHHS
979008	PyroMark Wash Buffer (conc., 200 ml)	\$	60.30	23.76	\$	45.97	MDHHS
979009	PyroMark Annealing Buffer (250 ml)	\$	60.70	23.79	\$	46.26	MDHHS
979010							
979010 990332	PyroMark Vacuum Prep Filter Probe (100)	\$	354.00	23.98	\$	269.11	MDHHS
990332	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 μl (1024)	\$ \$	354.00 111.00	23.98 7.74	\$ \$	269.11 102.41	MDHHS MSP
990332 990352	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 μl (1024) Filter-Tips, 1000 μl (1024)	\$ \$	354.00 111.00 112.00	23.98 7.74 7.71	\$ \$ \$	269.11 102.41 103.36	MDHHS MSP MSP
990332 990352 990381	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 μl (1024) Filter-Tips, 1000 μl (1024) Sample Tubes RB (2ml)	\$ \$ \$	354.00 111.00 112.00 129.00	23.98 7.74 7.71 7.38	\$ \$ \$	269.11 102.41 103.36 119.48	MDHHS MSP MSP MSP
990332 990352 990381 990382	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml)	\$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60	23.98 7.74 7.71 7.38 7	\$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24	MDHHS MSP MSP MSP MSP
990332 990352 990381 990382 990392	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder	\$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20	23.98 7.74 7.71 7.38 7	\$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16	MDHHS MSP MSP MSP MSP MSP
990332 990352 990381 990382 990392 990393	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6)	\$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00	23.98 7.74 7.71 7.38 7 7.73 7.88	\$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35	MDHHS MSP MSP MSP MSP MSP MSP
990332 990352 990381 990382 990392 990393 990394	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24)	\$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7	\$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95	MDHHS MSP MSP MSP MSP MSP MSP MSP
990332 990352 990381 990382 990392 990393 990394 990452	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 µl, wide-bore (1024)	\$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74	\$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP
990332 990352 990381 990382 990392 990393 990394 990452 990512	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 µl, wide-bore (1024) Filter-Tips, 50 µl (960)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71	\$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 µl, wide-bore (1024) Filter-Tips, 50 µl (960) Filter-Tips, 200 µl (960)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7	\$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 µl, wide-bore (1024) Filter-Tips, 50 µl (960) Filter-Tips, 200 µl (960) Sample Prep Cartridges, 8-well (336)	\$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25	\$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 µl, wide-bore (1024) Filter-Tips, 50 µl (960) Filter-Tips, 200 µl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144)	\$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00 156.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22	\$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002 997004	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 μl (1024) Filter-Tips, 1000 μl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 μl, wide-bore (1024) Filter-Tips, 50 μl (960) Filter-Tips, 200 μl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144) Filter-Tips, 1500 μl (1024)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 156.00 110.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22 6.47	\$ \$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96 125.33	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002 997004 997024 1014636	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 μl (1024) Filter-Tips, 1000 μl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 μl, wide-bore (1024) Filter-Tips, 50 μl (960) Filter-Tips, 200 μl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144) Filter-Tips, 1500 μl (1024) Buffer G2 (260/250)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00 156.00 110.00 134.00 91.40	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22 6.47 7.66	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96 125.33 84.40	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002 997004 997024 1014636 1050875	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 µl, wide-bore (1024) Filter-Tips, 50 µl (960) Filter-Tips, 200 µl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144) Filter-Tips, 1500 µl (1024) Buffer G2 (260/250) Elution Tubes 1,5 ml (bag of 50)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00 156.00 110.00 134.00 91.40	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22 6.47 7.66 7.92	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96 125.33 84.40 16.02	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002 997004 997024 1014636 1050875 1055628	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 µl, wide-bore (1024) Filter-Tips, 50 µl (960) Filter-Tips, 200 µl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144) Filter-Tips, 1500 µl (1024) Buffer G2 (260/250) Elution Tubes 1,5 ml (bag of 50) TopElute Fluid (60/60)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00 156.00 110.00 134.00 91.40 17.40 27.40	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22 6.47 7.66 7.92 6.42	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96 125.33 84.40 16.02 25.64	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002 997004 997024 1014636 1050875 1055628 9001292	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 µl, wide-bore (1024) Filter-Tips, 50 µl (960) Filter-Tips, 200 µl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144) Filter-Tips, 1500 µl (1024) Buffer G2 (260/250) Elution Tubes 1,5 ml (bag of 50) TopElute Fluid (60/60) QIAcube (110V)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00 156.00 110.00 134.00 91.40 17.40 27.40	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22 6.47 7.66 7.92 6.42 10.57	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96 125.33 84.40 16.02 25.64 20,301.50	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002 997004 997024 1014636 1050875 1055628 9001292 9001297	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 µl, wide-bore (1024) Filter-Tips, 50 µl (960) Filter-Tips, 200 µl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144) Filter-Tips, 1500 µl (1024) Buffer G2 (260/250) Elution Tubes 1,5 ml (bag of 50) TopElute Fluid (60/60) QIAcube (110V) QIAsymphony SP	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00 156.00 110.00 134.00 91.40 17.40 27.40 22,700.00 107,578.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22 6.47 7.66 7.92 6.42 10.57 5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96 125.33 84.40 16.02 25.64 20,301.50 102,199.10	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002 997004 997024 1014636 1050875 1055628 9001292 9001492	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 µl, wide-bore (1024) Filter-Tips, 50 µl (960) Filter-Tips, 200 µl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144) Filter-Tips, 1500 µl (1024) Buffer G2 (260/250) Elution Tubes 1,5 ml (bag of 50) TopElute Fluid (60/60) QIAcube (110V) QIAsymphony SP EZ1 Advanced XL	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00 156.00 110.00 134.00 91.40 27.40 22,700.00 107,578.00 62,533.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22 6.47 7.66 7.92 6.42 10.57 5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96 125.33 84.40 16.02 25.64 20,301.50 102,199.10 59,406.35	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002 997004 997024 1014636 1050875 1055628 9001292 9001297 9001492 9001611	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 μl (1024) Filter-Tips, 1000 μl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 μl, wide-bore (1024) Filter-Tips, 50 μl (960) Filter-Tips, 200 μl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144) Filter-Tips, 1500 μl (1024) Buffer G2 (260/250) Elution Tubes 1,5 ml (bag of 50) TopElute Fluid (60/60) QIAcube (110V) QIAsymphony SP EZ1 Advanced XL QIAgility HEPA / UV (incl.Laptop)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00 156.00 110.00 134.00 91.40 27.40 22,700.00 107,578.00 62,533.00 35,755.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22 6.47 7.66 7.92 6.42 10.57 5 5 5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96 125.33 84.40 16.02 25.64 20,301.50 102,199.10 59,406.35 33,967.25	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002 997004 997024 1014636 1050875 1055628 9001297 9001492 9001611 9002864	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 μl (1024) Filter-Tips, 1000 μl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 μl, wide-bore (1024) Filter-Tips, 50 μl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144) Filter-Tips, 1500 μl (1024) Buffer G2 (260/250) Elution Tubes 1,5 ml (bag of 50) TopElute Fluid (60/60) QIAcube (110V) QIAsymphony SP EZ1 Advanced XL QIAgility HEPA / UV (incl.Laptop) QIAcube Connect Device	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00 156.00 110.00 134.00 91.40 17.40 27.40 22,700.00 107,578.00 62,533.00 35,755.00 26,130.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22 6.47 7.66 7.92 6.42 10.57 5 5 5 5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96 125.33 84.40 16.02 25.64 20,301.50 102,199.10 59,406.35 33,967.25 24,823.50	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002 997004 997024 1014636 1050875 1055628 9001292 9001297 9001492 9001611 9002864 9003094	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 µl (1024) Filter-Tips, 1000 µl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 µl, wide-bore (1024) Filter-Tips, 50 µl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144) Filter-Tips, 1500 µl (1024) Buffer G2 (260/250) Elution Tubes 1,5 ml (bag of 50) TopElute Fluid (60/60) QIAcube (110V) QIAsymphony SP EZ1 Advanced XL QIAgility HEPA / UV (incl.Laptop) QIAcube Connect Device QIAsphere Connectivity Package B	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00 156.00 110.00 134.00 91.40 27.40 22,700.00 107,578.00 62,533.00 35,755.00 26,130.00 777.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22 6.47 7.66 7.92 6.42 10.57 5 5 5 7	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96 125.33 84.40 16.02 25.64 20,301.50 102,199.10 59,406.35 33,967.25 24,823.50 722.61	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS
990332 990352 990381 990382 990392 990393 990394 990452 990512 990522 997002 997004 997024 1014636 1050875 1055628 9001297 9001492 9001611 9002864	PyroMark Vacuum Prep Filter Probe (100) Filter-Tips, 200 μl (1024) Filter-Tips, 1000 μl (1024) Sample Tubes RB (2ml) Sample Tubes CB (2ml) Rotor Adapter Holder Reagent Bottles, 30 ml (6) Rotor Adapters (10 x 24) Filter-Tips, 1000 μl, wide-bore (1024) Filter-Tips, 50 μl (960) Sample Prep Cartridges, 8-well (336) 8-Rod Covers (144) Filter-Tips, 1500 μl (1024) Buffer G2 (260/250) Elution Tubes 1,5 ml (bag of 50) TopElute Fluid (60/60) QIAcube (110V) QIAsymphony SP EZ1 Advanced XL QIAgility HEPA / UV (incl.Laptop) QIAcube Connect Device	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	354.00 111.00 112.00 129.00 76.60 78.20 21.00 48.70 111.00 186.00 187.00 156.00 110.00 134.00 91.40 17.40 27.40 22,700.00 107,578.00 62,533.00 35,755.00 26,130.00	23.98 7.74 7.71 7.38 7 7.73 7.88 7.7 7.74 7.71 7.7 8.25 8.22 6.47 7.66 7.92 6.42 10.57 5 5 5 5	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	269.11 102.41 103.36 119.48 71.24 72.16 19.35 44.95 102.41 171.66 172.60 143.13 100.96 125.33 84.40 16.02 25.64 20,301.50 102,199.10 59,406.35 33,967.25 24,823.50	MDHHS MSP MSP MSP MSP MSP MSP MSP MSP MSP MS

9018388	QIAcube Tip Adapter Ring Tool	\$	207.00	9.09	\$ 188.18	MSP
9018472	Set, O-rings (10), QIAC	\$	62.70	13.62	\$ 54.16	MSP
9018702	EZ1 Adv. XL DSP DNA Blood Card	\$	878.00	7	\$ 816.54	MDHHS
9018703	EZ1 Adv. XL DSP Virus Card	\$	878.00	5	\$ 834.10	MDHHS
9019168	Set, O-Ring (100), Qsym	\$	401.00	13.59	\$ 346.50	MSP
9019933	EZ1 Adv. XL DNA Investigator Card, US	<del>(S)</del>	878.00	3.41	\$ 848.06	MDHHS
9021670	Adapter, tubes, 2 ml, v2, Qsym	\$	1,876.00	7.69	\$ 1,731.74	MSP
9026197	Reagent Bottle Rack, Grey, QC2	\$	33.00	6.98	\$ 30.70	MDARD
9237713	EZ1, Installation & Training	\$	2,968.00	5	\$ 2,819.60	MDHHS
9237721	EZ1, Full Agreement	\$	4,292.00	0	\$ 4,292.00	MDHHS
9240372	QIAsymphony SP, Installation & Training	\$	8,192.00	5	\$ 7,782.40	MDHHS
9240377	QIAcube, Installation & Training	\$	3,013.00	5	\$ 2,862.35	MDHHS
9240826	EZ1, IQ/OQ Service	\$	4,087.00	5	\$ 3,882.65	MDHHS
9240836	QIAcube, Full Agreement, no PM	\$	2,169.00	5	\$ 2,060.55	MSP
9241207	QIAsymphony SP, Full Agreement	\$	11,191.00	0	\$ 11,191.00	MSP
9241763	QIAgility, Full Agreement	\$	5,002.00	0	\$ 5,002.00	MDHHS
9241769	QIAxtractor/QIAcube HT, Full Agreement	\$	5,644.00	0	\$ 5,644.00	MDHHS
9241774	QIAgility, Installation & Training	\$	3,606.00	5	\$ 3,425.70	MDHHS
9242083	Insert, 2.0ml v2, samplecarr. (24), Qsym	\$	162.00	0	\$ 162.00	MSP
9242700	QIAcube, Full Agreement	\$	3,447.00	0	\$ 3,447.00	MSP
9243650	Comprehen Valid., EZ1/QIAcube/QIAsymph	\$	58,870.00	40.55	\$ 35,000.00	MSP
9245208	QIAcube Connect, Full Agreement	\$	3,447.00	0	\$ 3,447.00	MSP
9245211	QIAcube Connect, Installation & Training	\$	3,013.00	5	\$ 2,862.35	MSP
9245570	EZ2 Connect, Full Agreement	\$	4,560.00	0	\$ 4,560.00	MSP
9245572	EZ2 Connect, Installation & Training	\$	3,140.00	0	\$ 3,140.00	MSP

# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909



\$2,761,921.03

## **CONTRACT CHANGE NOTICE**

Change Notice Number 16

to

Contract Number <u>071B1300322</u>

	QIAGEN, LLC
CO	19300 Germantown Road
Z	Germantown, MD 20874
RAC	Jackie Sands
CTO	860-307-0460
Ř	jackie.sands@qiagen.com
	CV0066865

	Program Manager	Various	MDHHS
STA	n er		
lΤΕ	Adn	Lisa Spitzley	DTMB
	Contract Administrator	(517) 249-0440	
	ct rator	spitzleyl4@michigan.gov	

\$2,961,921.03

CONTRACT SUMMARY									
∟AB TESTING KITS - REAGENTS									
INITIAL EFF	ECTIVE DATE	INITIAL EXPIRAT	ION DATE	INITIAL AVAILABLE OPTIONS	3	EXPIRATION DATE BEFORE			
July	1, 2011	June 30, 2	014	2 - 1 Year		June 30, 2022			
	PAYN	IENT TERMS		DELIVERY TIMEFRAME					
	NET 4	5		2 Days ARO					
		ALTERNATE PAY	MENT OPTION	IS	EXT	ENDED PURCHASING			
⊠ P-Ca	rd	□ PRC	☐ Oth	er	⊠ Yes □ N				
MINIMUM DE	LIVERY REQUIR	REMENTS							
N/A									
		DE	ESCRIPTION O	F CHANGE NOTICE					
OPTION	LENGTI	LENGTH OF OPTION EXTENSION		LENGTH OF EXTENSION		REVISED EXP. DATE			
		N/A		N/A	N/A				
CURRE	CURRENT VALUE VALUE OF CHANGE NOTICE ESTIMATED AGGREGATE CONTRACT VALUE								

Effective March 16, 2021, this Contract is hereby increased by \$200,000.00, pricing updated and items added, see Revised Attachment A, Pricing and Additional Items to Attachment A, price sheet.

**DESCRIPTION** 

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on March 16, 2020.

\$200,000.00

#### **Program Managers**

for

**Multi-Agency and Statewide Contracts** 

AGENCY	NAME	PHONE	EMAIL
MSP	Paula Hurst Thomas	(517) 284-3305	HurstP3@michigan.gov
MDHHS	Wanda Rademacher	517-241-0134	RademacherW@michigan.gov
MDARD	Carla McCarrick	517-284-5746	McCarrickC@michigan.gov

Line Item No.	Quantity	Catalog #	es 2021 posted via Change Notice 16 - Contract 071B1  Product	New Unit Price	Note
1	1	1014636	Buffer G2 (260/250),KG	\$ 81.54	MSP
2	11	1050875	Elution Tubes (1,5 ml)	\$ 15.47	DHHS
3	1	1055628	TopElute Fluid (60/60),KG	\$25.64	MSP
4	<u>1</u> 1	12888-100 159992	DNeasy Power Soil Kit (100)	\$562.65 \$ 817.14	DHHS DHHS
5 6	<u> </u> 1	159994	Generation DNA Purif. Solution (1000 ml) Generation DNA Elution Solution (500 ml)	\$ 478.44	DHHS
7	1	180473	QIAseq FX DNA Library Kit (24)	\$446.00	DHHS
8	1	180475	QIAseq FX DNA Library Kit (96)	\$1,767.00	DHHS
9	1	19051	Buffer P1 (500 ml)	\$73.00	MDARD
10	1	19072	Buffer AW2 (concentrate, 324 ml)	\$ 75.36	DHHS
11	1	19073	Buffer AVL (155 ml)	\$ 99.79	DHHS
12	1	19076	Buffer ATL (200ml)	\$ 97.76	DHHS
13	1	19081	Buffer AW1 (concentrate, 242 ml)	\$77.55	DHHS
14	11	19086	Buffer EB (250ml)	\$34.50	MDARD
15	1	19101	RNase A (17500 U)	\$ 206.00	DHHS
16	1	19112	Buffer MTL (54 ml)	\$ 38.54	DHHS
17	1	19131	QIAGEN Proteinase K (2ml)	\$ 97.11	DHHS
18 19	<u>1</u> 1	19133 19155	QIAGEN Proteinase K (10 ml)  QIAGEN Protease (7.5 AU)	\$ 196.97 \$ 70.83	DHHS DHHS
20	<u>'</u> 1	19201	Collection Tubes (2-ml)	\$ 144.75	DHHS
21	<u> </u> 1	19407	VacConnectors (500)	\$ 104.83	DHHS
22	1	19597	Investigator Lyse&Spin Basket Kit (50)	\$ 44.80	MSP
23	<u>'</u> 1	19598	Investigator Lyse&Spin Basket Kit (30)	\$ 185.10	DHHS
24	1	201913	dNTP Set, PCR Grade 100mM, (4x250µl)	\$ 216.37	DHHS
25	<u> </u> 1	203205	HotStarTag DNA Polymerase (1000 U)	\$ 454.57	DHHS
26	1	203443	HotStarTag Master Mix Kit (250 U)	\$ 197.30	DHHS
27	1	204254	QuantiFast Probe PCR Kit (400)	\$ 442.21	DHHS
28	1	204654	QuantiFast Multiplex PCR Kit (400)	\$731.91	MDARD
29	1	206143	QIAGEN Multiplex PCR Kit (100)	\$268.83	EGLE
30	1	206145	QIAGEN Multiplex PCR Kit (1000)	\$2,292.45	EGLE
31	1	210212	QIAGEN OneStep RT-PCR Kit (100)	\$ 458.34	DHHS
32	1	28104	QIAquick PCR Purification Kit (50)	\$ 115.10	DHHS
33	1	333895	QIAseq SARS CoV-2 Primer Panel (24)	\$182.00	DHHS
34	1	333896	QIAseq SARS CoV-2 Primer Panel (96)	\$672.00	DHHS
35	1	339412-R2	YCO0195919-IMP-R2 – Customized DNA oligos		
36	1	339412-F	YCO0195920-IMP-F - Customized DNA oligos	0.007.00	DIIIIO
37	1	382415	Investigator 24plex QS Kit (100)	\$ 2,307.33	DHHS
38 39	<u> </u>	382417 382426	Investigator 24plex QS Kit (400) Investigator 24plex GO! Kit (200)	\$ 8,795.36 \$ 3,691.35	DHHS DHHS
40	<u> </u> 1	382428	Investigator 24plex GO! Kit (200)	\$ 17,117.05	DHHS
41	1	386037	DNA Size Standard 24plex (BTO)	\$ 566.66	DHHS
42	1	386224	Matrix Standard BT6 (50)	\$ 167.04	DHHS
43	1	386516	Investigator STR GO! Lysis Buffer (200)	\$ 339.81	DHHS
44	1	386526	Investigator STR GO! Punch Buffer (200)	\$ 323.66	DHHS
45	1	386528	Investigator STR GO! Punch Buffer (1000)	\$ 1,643.86	DHHS
46	1	387216	Investigator Quantiplex Pro Kit (200)	\$ 857.10	DHHS
47	1	51104	QIAamp DNA Blood Mini Kit (50)	\$ 107.48	DHHS
48	1	51304	QIAamp DNA Mini Kit (50)	\$ 157.13	DHHS
49	1	51306	QIAamp DNA Mini Kit (250)	\$727.26	MDARD
50	11	51326	QIAamp DNA Mini QIAcube Kit (240)	\$826.24	MDARD
51	1	52304	QIAamp RNA Blood Mini Kit (50)	\$ 240.36	DHHS
52	1	52904	QIAamp Viral RNA Mini Kit (50)	\$ 243.68	DHHS
53	1	52906	QIAamp Viral RNA Mini Kit (250)	\$ 787.11	DHHS
54 55	<u>1</u> 1	52962 56504	QIAamp 96 Viral RNA Kit (10) QIAamp DNA Investigator Kit (50)	4,139.43 \$ 271.74	DHHS
56	1	57704	QIAamp MinElute Virus Spin Kit (50)	\$ 191.37	DHHS
57	1	57731	QIAamp 96 Virus QIAcube HT Kit (5)	\$1,488.93	DHHS
58	<u>.</u> 1	61104	QIAamp DSP DNA Blood Mini Kit (50), CE	\$ 157.99	DHHS
59	1	61904	QIAamp DSP Viral RNA Mini Kit (50)	\$ 247.61	DHHS
60	1	62724	EZ1 DSP Virus Kit (48)	\$441.75	DHHS
61	1	63206	DyeEx 2.0 Spin Kit (250)	\$ 769.54	DHHS
62	1	69104	DNeasy Plant Mini Kit (50)	\$ 218.52	DHHS
63	1	69504	DNeasy Blood & Tissue Kit (50)	\$ 173.90	DHHS
64	1	69506	DNeasy Blood & Tissue Kit (250)	\$ 745.56	DHHS
65	1	74904	RNeasy Plant Mini Kit (50)	\$ 363.29	DHHS
П		1		Additions	DHHS
66	1	9001292	QIAcube (110V)	TBD	
				with Quote	
				Additions	DHHS
67	1	9001297	QIAsymphony SP	TBD	
01	'	5501251	surayinphony of	with Quote	
					DHHC
				Additions	DHHS
68	1	9001492	EZ1 Advanced XL	TBD	
		1		with Quote	
П		1		Additions	DHHS
69	1	9001611	QIAgility HEPA / UV (incl.Laptop)	TBD	
				with Quote	
70	1	9017854	Shaker Rack Plugs (12)	\$ 118.63	MSP
71	1	9018388	QlAcube Tip Adapter Ring Tool	\$ 170.00	MSP
72	1	9018472	Set, O-rings (10), QIAC	\$ 48.98	MSP
73	1	9018703	EZ1 Adv. XL DSP Virus Card	\$846.00	DHHS
74	1	9019168	Set, O-Ring (32), Qsym	\$ 313.67	MSP
7.5	1	9019933	EZ1 Adv. XL DNA Investigator Card, US	\$ 817.15	DHHS
75		9021670	Adapter, tubes, 2 ml, v2, Qsym	\$ 1,678.20	MSP
75 76	1	9021070	/ (daptor, taboo, 2 mi, 12, 001m	7 .,	
76	1 1				MDARD
		9026197	Reagent Bottle Rack, Grey, QC2	\$26.58	MDARD DHHS
76					

79	1	9237721	EZ1, Full Agreement	Additions TBD	DHHS
				with Quote	
				Additions	DHHS
80 1		9240372	QIASymphony SP, Installation	TBD	
				with Quote	
				Additions	DHHS
				TBD	
81	1	9240377	QIAcube, Installation		
				with Quote	
				with Quote	
				Additions	MSP
82	1	9241207	QIAsymphony SP, Full Agreement	TBD	
				with Quote	
				Additions	DHHS
83	1	9241763	QIAgility, Full Agreement	TBD	
00	'	3241700	Girginty, i dii rigi coment		
	+	1		with Quote	DIIIIC
	1	1		Additions	DHHS
84	1	9241774	QIAgility, Installation	TBD	
				with Quote	
				Additions	MSP
85	1	9242700	QIAcube, Full Agreement	TBD	
00	'	9242700	CIACODE, I dii Agreement		
22		224422	014 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	with Quote	1400
86	1	931436	QIAsymphony Investigator Kit (192)	\$ 1,073.41	MSP
87	1	939011	Buffer ATL (4 x 50 ml)	\$ 104.30	DHHS
88	1 1	950067	QIAcube HT Plasticware EZ1 DNA Investigator Kit (48)	\$307.83	DHHS DHHS
89 90	1 1	952034 955134	EZ1 Virus Mini Kit v2.0 (48)	\$ 494.67 \$411.99	DHHS
90	1	972804	PyroMark Gold Q96 Reagents (5 x 96)	\$411.99	DHHS
92	1	979002	PyroMark Q96 Plate Low (100)	\$ 216.78	DHHS
93	1	979002	PyroMark Q96 Plate Low (100)  PyroMark Q96 Cartridge (3)	\$ 402.56	DHHS
94	1	979004	PyroMark Binding Buffer (200 ml)	\$ 46.13	DHHS
95	1	979007	PyroMark Denaturation Sol. (500 ml)	\$ 46.13	DHHS
96	1	979008	PyroMark Wash Buffer (conc., 200 ml)	\$ 45.97	DHHS
97	1	979009	PyroMark Wash Buffer (250 ml)	\$ 46.26	DHHS
98	1	979010	PyroMark Vacuum Prep Filter Probe (100)	\$ 269.11	DHHS
99	1	990332	Filter-Tips, 200 µl (1024)	\$ 98.72	MSP
100	1	990352	Filter-Tips, 200 µl (1024)	\$ 99.67	MSP
101	1	990381	Sample Tubes RB (2ml)	\$ 114.85	MSP
102	1	990382	Sample Tubes CB (2ml)	\$68.73	MSP
103	1	990391	Rack Labeling Strips	\$ 81.04	MSP
104	1	990392	Rotor Adapter Holder	\$ 69.57	MSP
105	1	990393	Reagent Bottles, 30 ml (6)	\$ 18.70	MSP
106	1	990394	Rotor Adapters (10 x 24)	\$ 43.38	MSP
107	1	990452	Filter-Tips, 1000 µl, wide-bore (1024)	\$ 98.72	MSP
108	1 1	997002	Sample Prep Cartridges, 8-well (336)	\$ 137.62	MSP
109	1	997004	8-Rod Covers (144)	\$ 97.29	MSP
110	1	997024	Filter-Tips, 1500 µl (1024)	\$ 120.65	MSP
	1	990512		\$166.12	MSP
111		+	Filter-Tips, 50ul (960)	\$167.06	MSP
112	1	990522	Filter-Tips, 200ul (960)	,	
				Additions	MSP
113	1	9243650	Comprehensive Validation, EZ1/QIAcube/QIAsymph	TBD	1
	1	1		with Quote	ı

#### Contract No. 071B1300322

#### Qiagen Inc. - Laboratory Testing Kits, Reagents

## Change Notice No. 16 Additional Items Price Sheet

#### MDHHS - Additional Items to add to Catalog

Line Item No.	Quantity	Catalog #	Product	Unit Price [USD]	Total Price [USD]
1	1	180473	QIAseq FX DNA Library Kit (24)	446.00	446.00
2	1	180475	QIAseq FX DNA Library Kit (96)	1767.00	1767.00
3	1	333895	QIAseq SARS CoV-2 Primer Panel (24)	182.00	182.00
4	1	333896	QIAseq SARS CoV-2 Primer Panel (96)	672.00	672.00
5	1	339412-R2	YCO0195919-IMP-R2 – Customized DNA oligos	66.72	66.72
6	1	339412-F	YCO0195920-IMP-F - Customized DNA oligos	33.02	33.02

### MDHHS Service Agreement Price Sheet for PyroMark Q96 Instrument

Line Item No.	Catalog #	Product	Serial No.	Coverage Period	Total Price [USD]
1	9241823	PyroMark Q96 – Full Agreement	9001672-001118-A4	04/01/2021 - 03/31/2022	11,013.00.00

Service Agreement Description: Repair service delivery: onsite

Service response time (repair): 48 hours/2 business days Periodic inspection/maintenance: yes, 1/agreement year

Inspection/maintenance delivery: onsite

Cost coverage for repair parts: yes, full coverage

Cost coverage for labor: yes, full coverage Cost coverage for travel: yes, full coverage

Replacement system (Loaner) provision: not applicable

Transportation cost coverage: not applicable



QIAGEN, INC.

## STATE OF MICHIGAN **CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

Various

MDHHS

P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 15

to

Contract Number 071B1300322

07220	Tumbamulan	- Cuita 200		ogram anager				
9 2/220	Turnberry Lane			- Signal				
Valenc	ia, CA 91355-1	005		STATE				
Jackie	Sands			Adm	Lisa Spitzley		DTMB	
Valence Jackie 434-82	5-6977			Contract Administrator	(517) 249-0440			
jackie.s	sands@qiagen.	com		ator	spitzleyl4@michigar	ı.gov		
CV006	6865							
			CONTRAC	T SUMMARY				
LAB TESTI	NG KITS - RE	AGENTS						
INITIAL EFF	NITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE				INITIAL AVAILABLE OPTIONS EXPI			I DATE
July	July 1, 2011 June 30, 2014				2 - 1 Year		June 30, 2	2022
	PAYN	IENT TERMS			DELIVERY TI	MEFRA	ME	
		Net 45			N/A	4		
		ALTERNATE PAY	MENT OPTION	IS EXTENDED PURCHASING				
⊠ P-Ca	rd	□ PRC	☐ Oth	er		⊠Y	'es	□ No
MINIMUM DE	LIVERY REQUIF	REMENTS						
N/A								
			ESCRIPTION O					
OPTION	LENGTI	H OF OPTION	EXTENSION	LENG	TH OF EXTENSION		REVISED EXP	P. DATE
		N/A			N/A		June 30, 2	2022
CURRE	NT VALUE	VALUE OF CHANG	GE NOTICE	ES <sup>-</sup>	TIMATED AGGREGAT	E CON	TRACT VALUE	
\$2,10	\$2,101,921.03 \$660,000.00 \$2,761,921.03							
				RIPTION				
and pricing r		20 this contract is he e. Per Contractor and er 15, 2020.						

#### **Program Managers**

for

**Multi-Agency and Statewide Contracts** 

AGENCY	NAME	PHONE	EMAIL
MSP	Paula Hurst Thomas	(517) 284-3305	HurstP3@michigan.gov
MDHHS	Wanda Rademacher	517-241-0134	RademacherW@michigan.gov
MDARD	Carla McCarrick	517-284-5746	McCarrickC@michigan.gov



## STATE OF MICHIGAN **CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 14

to

Contract Number <u>071B1300322</u>

	QIAGEN, INC.			Į.	Various		MDHHS		
6	27220 Turnberry La	ane, Suite 200		Nama ye					
ZI	/alencia, CA 91355	i-1005		Z Z					
R <sub>A</sub>	Jackie Sands			STATE	Lisa Spitzley		DTMB		
CONTRACTOR	134-825-6977				(517) 249-0440				
$\stackrel{\sim}{\bowtie}$	ackie.sands@qiage	en.com			spitzleyl4@michiga	spitzleyl4@michigan.gov			
j	CV0066865								
ΙΔΡΙ	ESTING KITS - I	REAGENTS	CONTRAC	T SUMMAR	RY				
	AL EFFECTIVE DAT		TION DATE	INITI	AL AVAILABLE OPTION	NS		TON DATE	
	July 1, 2011	June 30, 2014			2 - 1 Year		June 30, 2022		
PAYMENT TERMS DE						TIMEFRA	AME		
		Net 45		2 Days ARO					
		ALTERNATE PAY	MENT OPTION	S EXTENDED PURCHASING					
	P-Card	□ PRC	☐ Oth	er		⊠ `	Yes	□ No	
	UM DELIVERY REQ	UIREMENTS							
N/A									
OPT	ION LEN	D GTH OF OPTION	ESCRIPTION O EXTENSION		NOTICE NGTH OF EXTENSION	_	BEVISED	EXP. DATE	
		N/A		LE	N/A			V/A	
	URRENT VALUE	VALUE OF CHAN			ESTIMATED AGGREGA	ATF CON			
	\$2,101,921.03	\$0.00		RIPTION		,921.03			
		), the following items a Per Contractor and Ag	re hereby adde	ed to the co					

#### Contract No. 071B1300322

## **Qiagen Inc. - Laboratory Testing Kits, Reagents**

### Change Notice No. 14 Additional Items Price Sheet

## **DNR – Additional Items to add to Catalog**

Line Item No.	Quantity	Catalog #	Product	Unit Price [USD]	Total Price [USD]
1	1	206143	QIAGEN Multiplex PCR Kit (100)	261.87	261.87
2	1	206145	QIAGEN Multiplex PCR Kit (1000)	2234.16	2234.16



QIAGEN, LCC

19300 Germantown Road

Central Procurement Services approval.

# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

Various

**MDHHS** 

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 13

to

Contract Number <u>071B1300322</u>

	Germantown, MD 208	374		Z Z					
NTRACTOR	Jackie Sands			r Adn	Lisa Spitzley		DTMB		
CTC	(434) 825-6977			Contract Administrator	(517) 249-0440				
OR.	Jackie.Sands@giage	n.com		ct	នpitzleyl4@michigan.gov				
	CV0066865				<u> </u>				
				_					
LAB	TESTING KITS - RI	EAGENTS	CONTRAC	T SUMMARY					
	IAL EFFECTIVE DATE	INITIAL EXPIRAT	ION DATE	INITIAL A	AVAILABLE OPTIONS	S		ION DATE	
	July 1, 2011         June 30, 2014         2 - 1 Year         June 3				30, 2022				
	PAYI	MENT TERMS			DELIVERY TI	MEFR/	AME		
		Net 45			2 Days	ARO			
		ALTERNATE PAY	MENT OPTION	IS		EXT	TENDED PUR	CHASING	
Σ	P-Card	□ PRC	☐ Oth	er		⊠ \	Yes	□ No	
MININ	IUM DELIVERY REQUI	REMENTS							
N/A									
OP	TION		ESCRIPTION O				DEVICED	EVD DATE	
		H OF OPTION	EXTENSION	LENG	TH OF EXTENSION			EXP. DATE	
	☐ CURRENT VALUE	N/A  VALUE OF CHANGE		EST	N/A TIMATED AGGREGAT	TE CON		I/A	
	\$2,024,662.93	\$77,258.		E31	\$2,101,9			UE	
	Ψ2,024,002.33	ψ11,230.		RIPTION	ΨΖ, 101, 8	1.03			
Effoc	tive February 12, 2020	this Contract is here			) for Michigan Denai	rtment	of Health ar	nd .	

Human Services (MDHHS) use and the following items are hereby added to this contract. Please note the Contractor name

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB

and address is updated and the Contractor contact person has been changed to Jackie Sands.

#### Contract No. 071B1300322

#### **Qiagen Inc. - Laboratory Testing Kits, Reagents**

#### Change Notice No. 13 Additional Items Price Sheet

### MDARD - Additional Items to add to Catalog

Line Item No.	Quantity	Catalog #	Product	Unit Price [USD]	Total Price [USD]
1	1	19051	Buffer P1 (500 ml)	70.68	70.68
2	1	19086	Buffer EB (250ml)	33.57	33.57
3	1	204654	QuantiFast Multiplex PCR Kit (400)	708.66	708.66
4	1	51306	QIAamp DNA Mini Kit (250)	704.01	704.01
5	1	9026197	Reagent Bottle Rack, Grey, QC2	28.74	28.74
6	1	51326	QIAamp DNA Mini QIAcube Kit (240)	800.85	800.85

## MDHHS Service Agreement Price Sheet for EZ1 Advanced XL

Line Item No.	Catalog #	Product	List Price [USD]
1	9001492	EZ1 Advanced XL	58,457.00
2	9001492	EZ1 Advanced XL	58,457.00
3	9018703	EZ1 Adv. XL DSP Virus Card	821.00
4	9237713	EZ1, Installation	3,538.00
5	9237721	EZ1, Full Agreement	3,959.00
6	9237721	EZ1, Full Agreement	3,959.00
7	9240826	EZ1, IQ/OQ Service	3,769.00
8	1002137	Freight Charges	250.00



LAB TESTING KITS - REAGENTS

**INITIAL EFFECTIVE DATE** 

## STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

### **CONTRACT CHANGE NOTICE**

Change Notice Number 12

to

Contract Number <u>071B1300322</u>

	QIAGEN, INC.		≤ P	Various	MDHHS
CO	27220 Turnberry Lane, Suite 200	S	Program Manager		
NT	Valencia, CA 91355-1005	STA			T
RA	John Pickert		Adm	Lisa Spitzley	DTMB
CTO	860-307-0460		Contract dministrator	(517) 249-0440	
R	john.pickert@qiagen.com		ct rator	spitzleyl4@michigan.gov	
	CV0066865				

**INITIAL EXPIRATION DATE** 

July 1, 2011 June 30, 2			014	2 - 1 Year		June 30, 2022	
	PAYN	IENT TERMS		DELIVERY TI	MEFRA	ME	
		Net 45		2 Days ARO			
		ALTERNATE PAY	MENT OPTION	IS	EXT	ENDED PURCHASING	
⊠ P-Ca	rd	□ PRC	☐ Oth	er	× Y	∕es □ No	
MINIMUM DE	MINIMUM DELIVERY REQUIREMENTS						
N/A							
		DI	ESCRIPTION O	F CHANGE NOTICE			
OPTION	LENGTI	H OF OPTION	EXTENSION	LENGTH OF EXTENSION		REVISED EXP. DATE	
		N/A		N/A	N/A N/A		
CURRENT VALUE VALUE OF CHANGE NOTICE				ESTIMATED AGGREGATE CONTRACT VALUE			
\$1,192,662.93 \$832,000.00				\$2,024,662.93			
			5500	DIDTION			

**CONTRACT SUMMARY** 

**INITIAL AVAILABLE OPTIONS** 

EXPIRATION DATE
BEFORE

Effective February 11, 2020, this Contract is hereby increased by \$832,000.00 for Statewide use. Please note the Department of Natural Resources (DNR) is added to use the Contract and the Federal Provisions Addendum is hereby added to this contract, see attached.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on February 11, 2020.

		Revise	d Attachment A – Effective January 1, 2020	New Unit	Note
Line Item No.	Quantity	Catalog #	Product	Price	Note
1	1	1014636	Buffer G2 (260/250),KG	\$ 78.95	MSP
<u>2</u> 3	1	1050875 1055628	Elution Tubes (1,5 ml) TopElute Fluid (60/60),KG	\$ 15.01 \$24.89	DHHS MSP
4	1	159992	Generation DNA Purif. Solution (1000 ml)	\$ 793.83	DHHS
5	1	159994	Generation DNA Elution Solution (500 ml)	\$ 464.49	DHHS
6	1	19072	Buffer AW2 (concentrate, 324 ml)	\$ 73.22	DHHS
7	1	19073	Buffer AVL (155 ml)	\$ 96.85	DHHS
<u>8</u> 9	1	19076 19081	Buffer ATL (200ml) Buffer AW1 (concentrate, 242 ml)	\$ 95.00 \$75.42	DHHS DHHS
10	1	19101	RNase A (17500 U)	\$ 199.80	DHHS
11	1	19112	Buffer MTL (54 ml)	\$ 37.34	DHHS
12	1	19131	QIAGEN Proteinase K (2ml)	\$ 94.34	DHHS
13 14	1	19133 19155	QIAGEN Proteinase K (10 ml) QIAGEN Protease (7.5 AU)	\$ 191.45 \$ 68.77	DHHS DHHS
15	1	19201	Collection Tubes (2-ml)	\$ 140.40	DHHS
16	1	19407	VacConnectors (500)	\$ 101.67	DHHS
17	1	19597	Investigator Lyse&Spin Basket Kit (50)	\$ 43.42	MSP
18	1	19598	Investigator Lyse&Spin Basket Kit (250)	\$ 179.55	DHHS
19 20	1	201913 203205	dNTP Set, PCR Grade 100mM, (4x250µl) HotStarTag DNA Polymerase (1000 U)	\$ 211.12 \$ 443.04	DHHS DHHS
21	1	203443	HotStarTag Master Mix Kit (250 U)	\$ 192.22	DHHS
22	1	204254	QuantiFast Probe PCR Kit (400)	\$ 427.94	DHHS
23	1	210212	QIAGEN OneStep RT-PCR Kit (100)	\$ 443.90	DHHS
24	1	28104	QIAquick PCR Purification Kit (50)	\$ 108.90	DHHS
25 26	1	382415 382417	Investigator 24plex QS Kit (100) Investigator 24plex QS Kit (400)	\$ 2,238.20 \$ 8,530.05	DHHS DHHS
27	1	382417	Investigator 24plex QS Kit (400)  Investigator 24plex GO! Kit (200)	\$ 3,580.55	DHHS
28	1	382428	Investigator 24plex GO! Kit (200)	\$ 16,602.20	DHHS
29	1	386037	DNA Size Standard 24plex (BTO)	\$ 549.10	DHHS
30	1	386224	Matrix Standard BT6 (50)	\$ 161.50	DHHS
31	1	386516	Investigator STR GO! Lysis Buffer (200)	\$ 329.65	DHHS
32 33	1	386526 386528	Investigator STR GO! Punch Buffer (200) Investigator STR GO! Punch Buffer (1000)	\$ 313.50 \$ 1,594.10	DHHS DHHS
34	1	387216	Investigator Quantiplex Pro Kit (200)	\$ 832.20	DHHS
35	1	51104	QIAamp DNA Blood Mini Kit (50)	\$ 104.36	DHHS
36	1	51304	QIAamp DNA Mini Kit (50)	\$ 151.91	DHHS
37	1	52304	QIAamp RNA Blood Mini Kit (50)	\$ 240.37	DHHS
38 39	1	52904 52906	QIAamp Viral RNA Mini Kit (50) QIAamp Viral RNA Mini Kit (250)	\$ 236.70 \$ 764.29	DHHS DHHS
40	1	56504	QIAamp DNA Investigator Kit (50)	\$ 263.00	DHHS
41	1	57704	QIAamp MinElute Virus Spin Kit (50)	\$ 185.69	DHHS
42	1	61104	QIAamp DSP DNA Blood Mini Kit (50), CE	\$ 152.76	DHHS
43	1	61904	QIAamp DSP Viral RNA Mini Kit (50)	\$ 241.69	DHHS
44 45	1	63206 69104	DyeEx 2.0 Spin Kit (250)  DNeasy Plant Mini Kit (50)	\$ 747.32 \$ 212.40	DHHS DHHS
46	1	69504	DNeasy Blood & Tissue Kit (50)	\$ 168.00	DHHS
47	1	69506	DNeasy Blood & Tissue Kit (250)	\$ 722.00	DHHS
48	1	74904	RNeasy Plant Mini Kit (50)	\$ 351.90	DHHS
49	1	9001292	QIAcube (110V)	\$ 20,301.50	DHHS
50 51	1	9001297 9001492	QIAsymphony SP EZ1 Advanced XL	\$ 100,487.00 \$ 56,488.00	DHHS DHHS
52	1	9001611	QIAgility HEPA / UV (incl.Laptop)	\$ 32,176.00	DHHS
53	1	9017854	Shaker Rack Plugs (12)	\$ 114.95	MSP
54	1	9018388	QIAcube Tip Adapter Ring Tool	\$ 170.00	MSP
55	1	9018472	Set, O-rings (10), QIAC	\$ 47.69	MSP
56 57	1	9019168 9019933	Set, O-Ring (32), Qsym EZ1 Adv. XL DNA Investigator Card, US	\$ 305.90 \$ 793.00	MSP DHHS
58	1	9021670	Adapter, tubes, 2 ml, v2, Qsym	\$ 1,629.25	MSP
59	1	9237713	EZ1, Installation	\$ 2,359.00	DHHS
60	1	9237721	EZ1, Full Agreement	\$ 3,847.00	DHHS
61	1	9240372	QIASymphony SP, Installation	\$ 5,131.00	DHHS
62 63	1	9240377 9241207	QIAcube, Installation  QIAsymphony SP, Full Agreement	\$ 2,082.00 \$ 10,029.00	DHHS MSP
64	1	9241763	QIAsymphony SF, Full Agreement  QIAgility, Full Agreement	\$4,483.00	DHHS
65	1	9241774	QIAgility, Installation	\$ 2,978.00	DHHS
66	1	9242700	QIAcube, Full Agreement	\$ 3,089.00	MSP
67 68	1	931436	QIAsymphony Investigator Kit (192)	\$ 1,042.15 \$ 101.70	MSP
68 69	1	939011 952034	Buffer ATL (4 x 50 ml) EZ1 DNA Investigator Kit (48)	\$ 101.70 \$ 484.50	DHHS DHHS
70	1	972804	PyroMark Gold Q96 Reagents (5 x 96)	\$ 441.08	DHHS
71	1	979002	PyroMark Q96 Plate Low (100)	\$ 210.03	DHHS
72	1	979004	PyroMark Q96 Cartridge (3)	\$ 389.70	DHHS
73	1	979006	PyroMark Binding Buffer (200 ml)	\$ 44.68	DHHS
74 75	1	979007 979008	PyroMark Denaturation Sol. (500 ml) PyroMark Wash Buffer (conc., 200 ml)	\$ 44.68 \$ 44.52	DHHS DHHS
76	1	979009	PyroMark Annealing Buffer (250 ml)	\$ 44.81	DHHS
77	1	979010	PyroMark Vacuum Prep Filter Probe (100)	\$ 260.74	DHHS
78	1	990332	Filter-Tips, 200 µl (1024)	\$ 95.95	MSP
79	1	990352	Filter-Tips, 1000 µl (1024)	\$ 96.90	MSP
80 81	1	990381 990391	Sample Tubes RB (2ml) Rack Labeling Strips	\$ 111.15 \$ 81.04	MSP MSP
82	1	990391	Rack Labeling Strips  Rotor Adapter Holder	\$ 67.45	MSP
83	1	990393	Reagent Bottles, 30 ml (6)	\$ 18.15	MSP
84	1	990394	Rotor Adapters (10 x 24)	\$ 42.09	MSP
85	1	990452	Filter-Tips, 1000 µl, wide-bore (1024)	\$ 95.95	MSP
86	1	997002	Sample Prep Cartridges, 8-well (336)	\$ 133.95	MSP
87	1	997004	8-Rod Covers (144)	\$ 94.53 \$ 120.65	MSP MSP
88	1	997024	Filter-Tips, 1500 µl (1024)		
89	1	990512	Filter-Tips, 50ul (960)	\$161.50	MSP
90	1	990522	Filter-Tips, 200ul (960)	\$162.45	MSP
91	1	9243650	Comprehensive Validation, EZ1/QIAcube/QIAsymph	\$35,000.00	MSP
	<u> </u>		· · · · · · · · · · · · · · · · · · ·	<u> </u>	

#### **Federal Provisions Addendum**

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

#### 1. Federally Assisted Construction Contracts

If this contract is a "**federally assisted construction contract**" as defined in <u>41 CRF Part 60-1.3</u>, and except as otherwise may be provided under <u>41 CRF Part 60</u>, then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by <u>Executive Order 11246</u> of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in <a href="Executive Order 11246"><u>Executive Order 11246</u></a> of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in <a href="Executive Order 11246"><u>Executive Order 11246</u></a> of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of <a href="Executive Order 11246">Executive Order 11246</a> of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 2. Davis-Bacon Act (Prevailing Wage)

- a. If applicable, the Contractor (and its Subcontractors) for prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work:
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

#### 3. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### 4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with <u>40 USC 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>), as applicable.

#### 5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 6. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

#### 7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 8. Byrd Anti-Lobbying Amendment

If this Contract exceeds \$100,000, bidders and the Contractor must file the certification required under 31 USC 1352.

#### 9. Procurement of Recovered Materials

Under <u>2 CFR 200.322</u>, a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA quidelines.

#### **Byrd Anti-Lobbying Certification**

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and 31 USC 1352, the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

- FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
- 2. The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
  - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, <u>OMB standard form LLL, Disclosure of Lobbying Activities</u>, to the Solicitation Manager; and
  - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
- 3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under 31 USC 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

J	,			
[Type	name	and	title]	
[Type	comp	any n	ame]	
Date:				

Signed by:



# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 11

to

Contract Number <u>071B1300322</u>

QIAGEN	QIAGEN, INC.				Various		MDHHS			
	Turnberry Lane	, Suite 200		(0	Program					
Valencia	a, CA 91355-10	005		STATE						
John Pi	ckert				Lisa Spitzley		DTMB			
Valencia John Pid 860-307	<b>'-0460</b>			Lisa Spitzley  (517) 249-044  spitzleyl4@mid	0					
john.pic	kert@qiagen.c	om		spitzleyl4@mid						
CV0066	865									
CONTRACT SUMMARY										
LAB TESTIN	IG KITS - RE	AGENTS	CONTRAC	I SUMIMA	AR Y					
	IAL EFFECTIVE DATE INITIAL EXPIRATION DATE		INI	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE				
July 1	, 2011	011 June 30, 2014			2 - 1 Year		June :	30, 2022		
	PAYM	ENT TERMS		DELIVE	RY TIMEFRA	AME				
		Net 45		2	Days ARO					
		ALTERNATE PA	YMENT OPTION	NS EXTENDED PURCHASING						
	d	□ PRC	☐ Oth	er	er 🗵 Yes			□ No		
MINIMUM DEL	IVERY REQUIR	EMENTS								
N/A										
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OPTION		I OF OPTION	EXTENSION	L	ENGTH OF EXTENS	ION		V/A		
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		\$43,896					IIKACI VAL	-UE		
ψ1,1 <del>4</del> 0					\$1,192,662.93 CRIPTION					
			y increased by S	\$43,896.7	75 and the following tzley, per Section 2.					
	s, conditions, s rement Service		ricing remain th	e same. I	Per Contractor and	Agency agre	ement, and	d DTMB		



QIAGEN, INC.

# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

Various

MULTI

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 10

to

Contract Number **071B1300322** 

					<b>₹</b> ₽					
27220	Turnberry Lane	Suite 200		- 1	Program Manager					
	ia, CA 91355-10				면 3 <del> </del>					
ス	*	JU5		STATE	> Steve Rigg		DTMB			
John P	ickert				mi C		DTIVID			
860-30	7-0460				nis nt (517) 249-0454					
john.pi	john.pickert@qiagen.com				riggs@michigar	i.gov				
CV006	CV0066865									
	CONTRACT SUMMARY									
LAB TESTI	NG KITS - RE	AGENTS	CONTRAC	T SUMMA	K I					
INITIAL EFF	TIAL EFFECTIVE DATE INITIAL EXPIRATION DATE		INITI	INITIAL AVAILABLE OPTIONS			EXPIRATION DATE BEFORE			
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PAYMENT TERMS					DELIVER	Y TIMEFR	AME			
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MINIMUM DE	LIVERY REQUIR	REMENTS								
N/A										
			ESCRIPTION O							
OPTION	LENGTH	H OF OPTION	EXTENSION	LE	ENGTH OF EXTENSION	N		D EXP. DATE		
								30, 2022		
	NT VALUE	VALUE OF CHAN	GE NOTICE		ESTIMATED AGGRE			LUE		
\$1,148,766.18 \$0.00			\$1,148,766.18							
DESCRIPTION (1) All of the control o										
Effective March 22, 2019, the following items are hereby added to the contract. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.										
		o. communication and me	, 5 5, 49. 551116	, απα Β			appic			

## MDARD Service Agreement Price Sheet for Instrument QIAcube (110V), 50254

Line Item Number	Quantity	Catalog Number	Product	List Price
1	1	9241225	QIAcube, Inspection Service	\$ 1,645.00
2	1	9241225	QIAcube, Full Agreement	\$ 3,089.00
3	1	9002841	QIAcube Connect	\$23,720.00
4	1	9245208	QIAcube Connect, Full Agreement	\$ 3,089.00
5	1	9245211	QIAcube Connect, Installation	\$2,082.00



QIAGEN, INC.

approval.

27220 Turnberry Lane, Suite 200

Valencia, CA 91355-1005

# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

Various

Steve Rigg

MDHHS

**DTMB** 

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 9

to

Contract Number <u>071B1300322</u>

▶ John Pid	John Pickert			iii di Ω	Sieve Rigg	סואוט		
860-307	-0460			Contract Administrator	(517) 249-0454			
860-307 john.picl	kert@qiagen.co	om		ator	riggs@michigan.gov			
CV0066				•				
			CONTRACT	SUMMARY				
LAB TESTIN	IG KITS - RE	AGENTS	CONTINUE	COMMUNICATION				
INITIAL EFFE	ITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE		INITIAL	AVAILABLE OPTIONS		RATION DATE BEFORE		
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⊠ P-Car	d	□ PRC	☐ Other	r		⊠ Yes	□ No	
MINIMUM DEL	IVERY REQUIR	EMENTS						
N/A		D						
			DESCRIPTION OF	CHANGE NO	OTICE			
OPTION	LENGTH	OF OPTION	EXTENSION	LENG	OTH OF EXTENSION	REVISI	ED EXP. DATE	
						Jun	e 30, 2022	
CURREN	T VALUE	VALUE OF CHA	NGE NOTICE	ES	TIMATED AGGREGAT	E CONTRACT V	ALUE	
\$1,148	\$1,148,766.18 \$0.00		0		\$1,148,7	'66.18		
			DESCR	IPTION				
					sed Attachment A.  A nent, and DTMB Cen			

Revised Attachment A – Effective January 1, 2019 – December 31, 2019

	R	Revised Attachmer	nt A – Effective January 1, 2019 – December 31, 2019	New Unit	Note
Line Item No.	Quantity	Catalog #	Product	Price	Note
1	1	1014636	Buffer G2 (260/250),KG	\$ 78.95	MSP
2	1	1050875	Elution Tubes (1,5 ml)	\$ 15.01	DHHS
3	1	1055628	TopElute Fluid (60/60),KG	\$24.89	MSP
<u>4</u> 5	1 1	159992 159994	Generation DNA Purif. Solution (1000 ml) Generation DNA Elution Solution (500 ml)	\$ 793.83 \$ 464.49	DHHS
6	1	19072	Buffer AW2 (concentrate, 324 ml)	\$ 73.22	DHHS
7	1	19073	Buffer AVL (155 ml)	\$ 96.85	DHHS
8	1	19076	Buffer ATL (200ml)	\$ 95.00	DHHS
9	1	19081	Buffer AW1 (concentrate, 242 ml)	\$75.42	DHHS
10	1	19101	RNase A (17500 U)	\$ 199.80	DHHS
11 12	1 1	19112 19131	Buffer MTL (54 ml)	\$ 37.34 \$ 94.34	DHHS DHHS
13	1	19133	QIAGEN Proteinase K (2ml)  QIAGEN Proteinase K (10 ml)	\$ 191.45	DHHS
14	1	19155	QIAGEN Protease (7.5 AU)	\$ 68.77	DHHS
15	1	19201	Collection Tubes (2-ml)	\$ 140.40	DHHS
16	1	19407	VacConnectors (500)	\$ 101.67	DHHS
17	1	19597	Investigator Lyse&Spin Basket Kit (50)	\$ 43.42	MSP
18	1	19598	Investigator Lyse&Spin Basket Kit (250)	\$ 179.55 \$ 211.12	DHHS
19 20	1 1	201913	dNTP Set, PCR Grade 100mM, (4x250μl)  HotStarTag DNA Polymerase (1000 U)	\$ 211.12 \$ 443.04	DHHS
21	1	203443	HotStarTaq Master Mix Kit (250 U)	\$ 192.22	DHHS
22	1	204254	QuantiFast Probe PCR Kit (400)	\$ 427.94	DHHS
23	1	210212	QIAGEN OneStep RT-PCR Kit (100)	\$ 443.90	DHHS
24	1	28104	QIAquick PCR Purification Kit (50)	\$ 108.90	DHHS
25	1	382415	Investigator 24plex QS Kit (100)	\$ 2,238.20	DHHS
26	1	382417	Investigator 24plex QS Kit (400)	\$ 8,530.05	DHHS
27	1	382426	Investigator 24plex GO! Kit (200)	\$ 3,580.55	DHHS
28 29	1	382428 386037	Investigator 24plex GO! Kit (1000)  DNA Size Standard 24plex (BTO)	\$ 16,602.20 \$ 549.10	DHHS
30	1	386224	Matrix Standard BT6 (50)	\$ 161.50	DHHS
31	1	386516	Investigator STR GO! Lysis Buffer (200)	\$ 329.65	DHHS
32	1	386526	Investigator STR GO! Punch Buffer (200)	\$ 313.50	DHHS
33	1	386528	Investigator STR GO! Punch Buffer (1000)	\$ 1,594.10	DHHS
34	1	387216	Investigator Quantiplex Pro Kit (200)	\$ 832.20	DHHS
35	1	51104	QIAamp DNA Blood Mini Kit (50)	\$ 104.36	DHHS
36 37	1	51304 52304	QIAamp DNA Mini Kit (50)	\$ 151.91 \$ 240.37	DHHS DHHS
38	1	52904	QIAamp RNA Blood Mini Kit (50)  QIAamp Viral RNA Mini Kit (50)	\$ 236.70	DHHS
39	1	52906	QIAamp Viral RNA Mini Kit (250)	\$ 764.29	DHHS
40	1	56504	QIAamp DNA Investigator Kit (50)	\$ 263.00	DHHS
41	1	57704	QIAamp MinElute Virus Spin Kit (50)	\$ 185.69	DHHS
42	1	61104	QIAamp DSP DNA Blood Mini Kit (50), CE	\$ 152.76	DHHS
43	1	61904	QIAamp DSP Viral RNA Mini Kit (50)	\$ 241.69	DHHS
44	1	63206	DyeEx 2.0 Spin Kit (250)	\$ 747.32	DHHS
45 46	1 1	69104 69504	DNeasy Plant Mini Kit (50)  DNeasy Blood & Tissue Kit (50)	\$ 212.40 \$ 168.00	DHHS DHHS
47	1	69506	DNeasy Blood & Tissue Kit (250)	\$ 722.00	DHHS
48	1	74904	RNeasy Plant Mini Kit (50)	\$ 351.90	DHHS
49	1	9001292	QIAcube (110V)	\$ 20,301.50	DHHS
50	1	9001297	QIAsymphony SP	\$ 100,487.00	DHHS
51	1	9001492	EZ1 Advanced XL	\$ 56,488.00	DHHS
52	1	9001611	QIAgility HEPA / UV (incl.Laptop)	\$ 32,176.00	DHHS
53 54	1	9017854 9018388	Shaker Rack Plugs (12)  QIAcube Tip Adapter Ring Tool	\$ 114.95 \$ 170.00	MSP MSP
55	1	9018472	Set, O-rings (10), QIAC	\$ 47.69	MSP
56	1	9019168	Set, O-Ring (32), Qsym	\$ 305.90	MSP
57	1	9019933	EZ1 Adv. XL DNA Investigator Card, US	\$ 793.00	DHHS
58	1	9021670	Adapter, tubes, 2 ml, v2, Qsym	\$ 1,629.25	MSP
59	1	9237713	EZ1, Installation	\$ 2,359.00	DHHS
60	1	9237721	EZ1, Full Agreement	\$ 3,847.00	DHHS
61 62	1	9240372 9240377	QIASymphony SP, Installation QIAcube, Installation	\$ 5,131.00 \$ 2,082.00	DHHS DHHS
63	1	9241207	QIAsymphony SP, Full Agreement	\$ 10,029.00	MSP
64	1	9241763	QIAgility, Full Agreement	\$4,483.00	DHHS
65	1	9241774	QIAgility, Installation	\$ 2,978.00	DHHS
66	1	9242700	QIAcube, Full Agreement	\$ 3,089.00	MSP
67	1	931436	QIAsymphony Investigator Kit (192)	\$ 1,042.15	MSP
68	1	939011	Buffer ATL (4 x 50 ml)	\$ 101.70 \$ 484.50	DHHS
69 70	1 1	952034 972804	EZ1 DNA Investigator Kit (48) PyroMark Gold Q96 Reagents (5 x 96)	\$ 484.50 \$ 441.08	DHHS DHHS
70	1	979002	PyroMark Q96 Plate Low (100)	\$ 210.03	DHHS
72	1	979004	PyroMark Q96 Cartridge (3)	\$ 389.70	DHHS
73	1	979006	PyroMark Binding Buffer (200 ml)	\$ 44.68	DHHS
74	1	979007	PyroMark Denaturation Sol. (500 ml)	\$ 44.68	DHHS
75	1	979008	PyroMark Wash Buffer (conc., 200 ml)	\$ 44.52	DHHS
76	1	979009	PyroMark Annealing Buffer (250 ml)	\$ 44.81	DHHS
77	1	979010	PyroMark Vacuum Prep Filter Probe (100)	\$ 260.74	DHHS
78 79	1 1	990332 990352	Filter-Tips, 200 μl (1024) Filter-Tips, 1000 μl (1024)	\$ 95.95 \$ 96.90	MSP MSP
80	1	990381	Sample Tubes RB (2ml)	\$ 111.15	MSP
81	1	990391	Rack Labeling Strips	\$ 81.04	MSP
82	1	990392	Rotor Adapter Holder	\$ 67.45	MSP
83	1	990393	Reagent Bottles, 30 ml (6)	\$ 18.15	MSP
84	1	990394	Rotor Adapters (10 x 24)	\$ 42.09	MSP
85	1	990452	Filter-Tips, 1000 µl, wide-bore (1024)	\$ 95.95	MSP
86	1	997002	Sample Prep Cartridges, 8-well (336)	\$ 133.95	MSP
87 88	1 1	997004 997024	8-Rod Covers (144) Filter-Tips, 1500 μl (1024)	\$ 94.53 \$ 120.65	MSP MSP
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QIAGEN INC

## STATE OF MICHIGAN **CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

Various

MDHHS

P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 8

Contract Number <u>071B1300322</u>

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	ia, CA 91355-10	)05		TATE					
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<b>-</b> 1060 20	7-0460				Contract Administrator	(517) 249-0454			
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AR TESTI	NG KITS - REA	AGENTS	CONTRACT	SUMM	ARY				
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July	July 1, 2011 June 30, 2014		, 2014			2 - 1 Year		June 30, 2022	
PAYMENT TERMS						DELIVERY T	TIMEFRAI	ИE	en de la companya de
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			<b>DESCRIPTION OF</b>	Company Control Services	and the state of t		1.0	19-1	
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\$648	\$648,766.18 \$500,000.00					\$1,148	,766.18		
			DESCR						
and Rural De	evelopment is a	dded, and the cont	ract value is incre	ased by	y \$50	vised Attachment A, 00,000.00. All other B Central Procurem	terms, co	onditions, s	pecification

Revised Attachment A - Effective August 31, 2018 - December 31, 2019

11	T 2		ent A – Effective August 31, 2018 – December 31,		
Line Item No.	Quantity	Catalog #	Product	Unit Price [USD]	Note
2	1 1	1014636 1050875	Buffer G2 (260/250),KG	\$ 74.29	
3	<del>                                     </del>		Elution Tubes (1,5 ml)	\$ 14.06	
4	1	1055628 159992	TopElute Fluid (60/60),KG	\$ 23.37	
5	1	159994	Generation DNA Purif. Solution (1000 ml)	\$ 770.04	
6	1 1	19072	Generation DNA Elution Solution (500 ml)	\$ 450.75	*
7	<del>     </del>	19073	Buffer AW2 (concentrate, 324 ml) Buffer AVL (155 ml)	\$ 71.10	
	<del>                                     </del>	19076	Buffer ATL (200ml)	\$ 90.76	*
9	1 1	19081	Buffer AW1 (concentrate, 242 ml)	\$ 71.10 \$ 71.10	<u> </u>
10	1 1	19101	RNase A (17500 U)		
11	1 1	19112	Buffer MTL (54 ml)	\$ 193.50	
12	1 1	19131		\$ 35.15	*
13	1 1	19133	QIAGEN Proteinase K (2ml)	\$ 79.15	*
14	1 1	19155	QIAGEN Proteinase K (10 ml) QIAGEN Protease (7.5 AU)	\$ 185.76	*
15	† †	19201		\$ 66.74	
16	1 1	19407	Collection Tubes (2-ml)	\$ 133.20	*
17	1 1	19597	VacConnectors (500) Investigator Lyse&Spin Basket Kit (50)	\$ 98.40	*
18	1 1	19598		\$ 41.42	
19	1 1	201913	Investigator Lyse&Spin Basket Kit (250)	\$ 173.85	+
20	<del>                                     </del>	201913	dNTP Set, PCR Grade 100mM, (4x250µl)	\$ 198.85	
21	1	203205	HotStarTag DNA Polymerase (1000 U)	\$ 420.80	*
			HotStarTaq Master Mix Kit (250 U)	\$ 186.30	*
22 23	1 1	204254	QuantiFast Probe PCR Kit (400)	\$ 402.22	*
23	1 1	210212 28104	QIAGEN OneStep RT-PCR Kit (100)	\$ 421.60	*
25	1 1		QIAquick PCR Purification Kit (50)	\$ 103.50	
25 26	1 1	382415	Investigator 24plex QS Kit (100)	\$ 2,105.20	
	+	382417	Investigator 24plex QS Kit (400)	\$ 8,024.65	
27	1 1	382426	Investigator 24plex GO! Kit (200)	\$ 3,368.70	
28		382428	Investigator 24plex GO! Kit (1000)	\$ 15,849.80	
29	1 1	386037	DNA Size Standard 24plex (BTO)	\$ 532.95	
30	1 1	386224	Matrix Standard BT6 (50)	\$ 152.00	
31 32	1 1	386516	Investigator STR GO! Lysis Buffer (200)	\$ 310.65	
33	1 1	386526	Investigator STR GO! Punch Buffer (200)	\$ 304.00	
	1 1	386528	Investigator STR GO! Punch Buffer (1000)	\$ 1,521.90	· · · · · · · · · · · · · · · · · · ·
34	1	387216	Investigator Quantiplex Pro Kit (200)	\$ 807.50	
35	1 1	51104	QIAamp DNA Blood Mini Kit (50)	\$ 98.56	*
36	1 1	51304	QIAamp DNA Mini Kit (50)	\$ 147.44	*
37	1	52304	QIAamp RNA Blood Mini Kit (50)	\$ 233.31	*
38	1 1	52904	QlAamp Viral RNA Mini Kit (50)	\$ 224.10	
39	1	52906	QtAamp Viral RNA Mini Kit (250)	\$ 726.01	*
40	11	56504	QIAamp DNA Investigator Kit (50)	\$ 234.65	
41	11	57704	QlAamp MinElute Virus Spin Kit (50)	\$ 174.70	*
42	1 1	61104	QlAamp DSP DNA Blood Mini Kit (50), CE	\$ 146.47	*
43	1 1	61904	QlAamp DSP Viral RNA Mini Kit (50)	\$ 234.74	*
44	1 1	63206	DyeEx 2.0 Spin Kit (250)	\$ 713.92	*
45	1 1	69104	DNeasy Plant Mini Kit (50)	\$ 201.60	
46	11	69504	DNeasy Blood & Tissue Kit (50)	\$ 163.00	
47	1 1	69506	DNeasy Blood & Tissue Kit (250)	\$ 700.00	
48	1 1	74904	RNeasy Plant Mini Kit (50)	\$ 332.10	
49	1 1	9001292	QIAcube (110V)	\$ 20,727.00	
50	1	9001297	QIAsymphony SP	\$ 97,466.00	
51	1 1	9001492	EZ1 Advanced XL	\$ 54,790.00	
52	1 1	9001611	QIAgility HEPA / UV (incl.Laptop)	\$ 31,209,00	
53	1	9017854	Shaker Rack Plugs (12)	\$ 111.15	
54	1 1	9018388	QIAcube Tip Adapter Ring Tool	\$ 165.00	
55	1 1	9018472	Set, O-rings (10), QIAC	\$ 46.27	
56	1 1	9019168	Set, O-Ring (32), Qsym	\$ 296.40	
57	1	9019933	EZ1 Adv. XL DNA Investigator Card, US	\$ 769.00	
58	1 1	9021670	Adapter, tubes, 2 ml, v2, Qsym	\$ 1,663.00	
59	1 1	9237713	EZ1, Installation	\$ 2,288.00	
60	1	9240372	QIASymphony SP, Installation	\$ 4,977.00	
61	1 1	9240377	QIAcube, Installation	\$ 2,019.00	
62	1	9241774	QIAgility, Installation	\$ 2,888.00	
63	1	9242700	QIAcube, Full Agreement	\$ 2,996.00	
64	1 1	931436	QlAsymphony Investigator Kit (192)	\$ 1,006.05	
65	1 1	939011	Buffer ATL (4 x 50 ml)	\$ 96,30	
66	1	952034	EZ1 DNA Investigator Kit (48)	\$ 468.35	
67	1 1	972804	PyroMark Gold Q96 Reagents (5 x 96)	\$ 414.90	*
68	1 1	979002	PyroMark Q96 Plate Low (100)	\$ 197.88	*
69	1 1	979004	PyroMark Q96 Cartridge (3)	\$ 366.30	*
70	1 1	979006	PyroMark Binding Buffer (200 ml)	\$ 42.48	*
71	1 1	979007	PyroMark Denaturation Sol. (500 ml)	\$ 42.48	*
72	1 1	979008	PyroMark Wash Buffer (conc., 200 ml)	\$ 42.48	*
73	1	979009	PyroMark Annealing Buffer (250 ml)	\$ 43.47	*
74	1	979010	PyroMark Vacuum Prep Filter Probe (100)	\$ 252.90	*
75	1	990332	Filter-Tips, 200 μl (1024)	\$ 91.01	
76	1	990352	Filter-Tips, 1000 µl (1024)	\$ 92.25	
77	1	990381	Sample Tubes RB (2ml)	\$ 105.45	
78	1	990391	Rack Labeling Strips	\$ 78.57	
79	1	990392	Rotor Adapter Holder	\$ 63.46	
80	1	990393	Reagent Bottles, 30 ml (6)	\$ 17.58	~
81	1	990394	Rotor Adapters (10 x 24)	\$ 40.85	
82	1	990452	Filter-Tips, 1000 µl, wide-bore (1024)	\$ 91.01	
83	1	997002	Sample Prep Cartridges, 8-well (336)	\$ 129,20	
84	1 1	997004	8-Rod Covers (144)	\$ 91.20	
85	1	997024	Filter-Tips, 1500 µl (1024)	\$ 116.85	
n coco of oho		AT AL OLACEA			

<sup>| 85 | 1 | 997024 |</sup> Filter-Tips, 1500 µl (1024) | \$ 116.85 | \*In case of changes to List Prices at QIAGEN, the prices of these products will remain in effect for the validity period of the quote.



QIAGEN INC

## STATE OF MICHIGAN **ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

Various

MULTI

P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 7

to

Contract Number <u>071B1300322</u>

				lan			
8 2722	20 Turnberry Lane, S	Suite 200		rogram lanager			
	ncia, CA 91355-1005	5		STATE			
Vale John 860-	Pickert			Adn	Steve Rig	g	DTMB
<b>9</b>	307-0460			Contract Administrato	(517) 249	-0454	
O R john	.pickert@giagen.com			rator	riggs@mi	chigan.gov	
,	066865	!					
CVU	000003						
			CONTRACT	SUMMARY	1		
LAB TES	STING KITS - REAC	GENTS					
INITIAL	INITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE		RATION DATE	INITIAL AVAILABLE OPTIONS		E OPTIONS	EXPIRATION DATE BEFORE
,	July 1, 2011 June 30, 2014			2 - 1 Year		ar	June 30, 2022
PAYMENT TERMS					I	DELIVERY TIM	EFRAME
Net 45						2 Days A	RO
	ALTERNATE PAYMENT OPTIONS					EXTE	NDED PURCHASING
⊠ P-0	Card	□ Direct \	/oucher (DV)		☐ Other	⊠ Ye	es 🗆 No
MINIMUM	DELIVERY REQUIREM	MENTS					
N/A							
		D	ESCRIPTION OF C	CHANGE N	IOTICE		
OPTIO	N LENGTH	OF OPTION	EXTENSION	LENG	GTH OF EX	TENSION	REVISED EXP. DATE
		1					June 30, 2022
CU	RRENT VALUE	VALUE OF CH	ANGE NOTICE		ESTIMATED	AGGREGATE	CONTRACT VALUE
9	\$648,766.18 \$0.00			\$648,766.18			
			DESCRIF				
	s, specifications, and						nment A. All other terms,  MB Central Procurement

## Contract No. 071B1300322 Qiagen In.c – Laboratory Testing Kits, Reagents and Consumables Attachement A – Pricing REVISED Change Notice #5 – Effective September 1, 2017 – December 31, 2018

Inhelien No.   Outstripy   Chelsol # Product   With Price (1850)   Note   Agency				ce #5 – Effective September 1, 2017 – December 3			
2	Line Item No.	Quantity	Catalog #	Product	Unit Price [USD]	Note	Agency
3	1	1	1014636	Buffer G2 (260/250),KG	\$ 74.29		MSP
4	2	1	1050875	Elution Tubes (1,5 ml)	\$ 14.06		DHHS
4	3	1	1055628	TopElute Fluid (60/60).KG	\$ 23.37		MSP
S         1         1599944         Generation DNA Elution Sociation (500 ml)         3 450.75         7         DHYS           7         1         10972         Buffer AVI_ (155 ml)         3 0,70         1 0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		1				*	
Buller AVY [COCKMITTED]   ST.   Co.   Co						*	
Y						*	
8   1   19078   Buffer ATI, (200m)   \$   71,10   10   11911   10   11911   Buffer ATI, (200m)   \$   71,10   10   11911   10   11911   Buffer ATI, (200m)   \$   71,10   10   11911   10   11911   Buffer ATI, (200m)   \$   79,115   10   10   11911   10   11911   Buffer ATI, (200m)   \$   79,115   10   10   11911   10   11911   10   10							
9   1   19081   Buffer AVI (Concentrate, 242 mt)   S   71,10   7   DHHS   110   1   19191   OlAGEN Proteinses K (2mt)   S   73,16   7   DHHS   111   1   19191   OlAGEN Proteinses K (2mt)   S   73,16   7   DHHS   113   1   19195   OlAGEN Proteinses K (2mt)   S   73,16   7   DHHS   114   1   19407   VacConnectors (300)   S   98,40   7   DHHS   115   1   19567   Investigator (1968)   S   73,16   7   DHHS   116   1   19598   Investigator (1968)   S   88,40   7   DHHS   117   1   19407   VacConnectors (300)   S   98,40   7   DHHS   118   1   19597   Investigator (1968)   S   198,85   DHHS   119   1   203443   Horizontal (1978)   S   198,85   DHHS   119   1   203443   Horizontal (1978)   S   198,85   DHHS   119   1   203443   Horizontal (1978)   S   198,85   DHHS   120   1   203443   Horizontal (1978)   S   198,85   DHHS   121   1   210212   OlAGEN OneStep RT-FORE PCR (4100)   S   402,22   DHHS   122   1   324241   Horizontal (1978)   S   198,85   DHHS   123   1   324247   Investigator (1980)   S   402,22   DHHS   124   1   326247   Investigator (1980)   S   402,22   DHHS   125   1   382417   Investigator (1980)   S   402,22   DHHS   126   1   382417   Investigator (1980)   S   602,48   DHHS   127   1   382417   Investigator (1980)   S   602,48   DHHS   128   1   382418   DHHS   129   1   382419   DHHS   120   1   382419   DHHS   120   1   382419   DHHS   121   1   382417   Investigator (1980)   S   602,48   DHHS   122   1   382417   Investigator (1980)   S   602,48   DHHS   123   1   382418   DHHS   124   1   382419   DHHS   125   1   382419   DHHS   126   1   382419   DHHS   127   1   382419   DHHS   128   1   382419   DHHS   129   1   382419   DHHS   129   1   382419   DHHS   120   1   382419   DHHS   120   1   382419   DHHS   120   1   382419   DHHS   121   DHHS   DHHS   DHHS   DHHS   122   DHHS   DHHS   DHHS   DHHS   DHHS   123   DHHS   DHHS   DHHS   DHHS   DHHS   DHHS   DHHS   124   DHHS   DHHS				( )			
10	8	1	19076	Buffer ATL (200ml)	\$ 71.10		DHHS
11	9	1	19081	Buffer AW1 (concentrate, 242 ml)	\$ 71.10	*	DHHS
11	10	1	19112				DHHS
12		1				*	
13						*	
14							
15							
16						*	
17	15	1	19597	Investigator Lyse&Spin Basket Kit (50)	\$ 41.42		MSP
18	16	1	19598	Investigator Lyse&Spin Basket Kit (250)	\$ 173.85		DHHS
18	17	1	201913	dNTP Set, PCR Grade 100mM, (4x250ul)	\$ 198.85	*	DHHS
19						*	
20						*	
21							
22			+				
23	21	1	210212			*	
23	22	1	382415	Investigator 24plex QS Kit (100)	\$ 2,105.20		DHHS
24	23	1	382417	Investigator 24plex QS Kit (400)	\$ 8,024.65		DHHS
25			+				
26							
27						<del>                                     </del>	
28							
29			+	(1.1)			
30	28	1	386516	Investigator STR GO! Lysis Buffer (200)	\$ 310.65		
30	29	1	386526	Investigator STR GO! Punch Buffer (200)	\$ 304.00		DHHS
31		1	+				
32				· · · · · · · · · · · · · · · · · · ·			
33						*	
34							
35			+				
36							
37	35	1	52906	QIAamp Viral RNA Mini Kit (250)	\$ 726.01	*	DHHS
38	36	1	56504	QIAamp DNA Investigator Kit (50)	\$ 234.65		DHHS
38	37	1	57704	QIAamp MinElute Virus Spin Kit (50)	\$ 174.70	*	DHHS
39		1				*	
40						*	
1				,			
42							
43							
444			+	7 1 7			
45	43	1	9001492	EZ1 Advanced XL	\$ 54,790.00		DHHS
45	44	1	9001611	QIAgility HEPA / UV (incl.Laptop)	\$ 31,209.00		DHHS
46	45	1	9017854	Shaker Rack Plugs (12)			MSP
477		1					
48							
49							
50							
51         1         9237713         EZ1, Installation         \$ 2,288.00         DHHS           52         1         9237721         EZ1, Full Agreement         \$ 3,731.00         DHHS           53         1         9240372         QIASymphony SP, Installation         \$ 4,977.00         DHHS           54         1         9240377         QIAcube, Installation         \$ 2,019.00         DHHS           55         1         9241207         QIAsymphony SP, Full Agreement         \$ 9,727.00         MSP           56         1         9241763         QIAlgility, Full Agreement         \$ 9,727.00         MSP           56         1         9241763         QIAgility, Full Agreement         \$ 4,348.00         DHHS           57         1         9241774         QIAgility, Installation         \$ 2,888.00         DHHS           58         1         9242700         QIAcube, Full Agreement         \$ 2,996.00         MSP           59         1         931436         QIAsymphony Investigator Kit (192)         \$ 1,006.05         MSP           60         1         952034         EZ1 DNA Investigator Kit (48)         \$ 468.35         DHHS           61         1         972804         PyroMark Q96 Plate Low (100) <td></td> <td></td> <td></td> <td><i>y</i></td> <td></td> <td></td> <td></td>				<i>y</i>			
EZ1, Full Agreement	50	1	9021670	Adapter, tubes, 2 ml, v2, Qsym	\$ 1,663.00		MSP
S3	51	1	9237713	EZ1, Installation	\$ 2,288.00		DHHS
S3	52	1	9237721	EZ1, Full Agreement	\$ 3,731.00		DHHS
54         1         9240377         QlAcube, Installation         \$ 2,019.00         DHHS           55         1         9241207         QlAsymphony SP, Full Agreement         \$ 9,727.00         MSP           56         1         9241763         QlAgility, Full Agreement         \$ 4,348.00         DHHS           57         1         9241774         QlAgility, Full Agreement         \$ 2,888.00         DHHS           58         1         9242700         QlAcube, Full Agreement         \$ 2,996.00         MSP           59         1         931436         QlAsymphony Investigator Kit (48)         \$ 1,006.05         MSP           60         1         952034         EZ1 DNA Investigator Kit (48)         \$ 468.35         DHHS           61         1         972804         PyroMark Gold Q96 Reagents (5 x 96)         \$ 414.90         * DHHS           62         1         979002         PyroMark Q96 Plate Low (100)         \$ 197.88         * DHHS           63         1         979004         PyroMark Q96 Cartridge (3)         \$ 366.30         * DHHS           64         1         979007         PyroMark Binding Buffer (200 ml)         \$ 42.48         * DHHS           65         1         979078         Pyr		1				1	
55         1         9241207         QIAsymphony SP, Full Agreement         \$ 9,727.00         MSP           56         1         9241763         QIAgility, Full Agreement         \$ 4,348.00         DHHS           57         1         9241774         QIAgility, Installation         \$ 2,888.00         DHHS           58         1         9242700         QIAcube, Full Agreement         \$ 2,996.00         MSP           59         1         931436         QIAsymphony Investigator Kit (192)         \$ 1,006.05         MSP           60         1         952034         EZ1 DNA Investigator Kit (48)         \$ 468.35         DHHS           61         1         972804         PyroMark Gold Q96 Reagents (5 x 96)         \$ 414.90         * DHHS           62         1         979002         PyroMark Q96 Plate Low (100)         \$ 197.88         * DHHS           63         1         979004         PyroMark Q96 Cartridge (3)         \$ 366.30         * DHHS           64         1         979006         PyroMark Binding Uffer (200 ml)         \$ 42.48         * DHHS           65         1         979007         PyroMark Annealing Buffer (200 ml)         \$ 42.48         * DHHS           66         1         979008		·					
Section							
57							
58         1         9242700         QlAcube, Full Agreement         \$ 2,996.00         MSP           59         1         931436         QlAsymphony Investigator Kit (192)         \$ 1,006.05         MSP           60         1         952034         EZ1 DNA Investigator Kit (48)         \$ 468.35         DHHS           61         1         972804         PyroMark Gold Q96 Reagents (5 x 96)         \$ 414.90         * DHHS           62         1         979002         PyroMark Gold Q96 Reagents (5 x 96)         \$ 414.90         * DHHS           63         1         979002         PyroMark Q96 Plate Low (100)         \$ 197.88         * DHHS           63         1         979004         PyroMark Gy6 Clarridge (3)         \$ 366.30         * DHHS           65         1         979006         PyroMark Buffer (200 ml)         \$ 42.48         * DHHS           66         1         979007         PyroMark Buffer (200 ml)         \$ 42.48         * DHHS           67         1         979008         PyroMark Wash Buffer (conc., 200 ml)         \$ 42.48         * DHHS           67         1         979009         PyroMark Vacuum Prep Filter Probe (100)         \$ 252.90         * DHHS           68         1         979010							
59         1         931436         QIAsymphony Investigator Kit (192)         \$ 1,006.05         MSP           60         1         952034         EZ1 DNA Investigator Kit (48)         \$ 468.35         DHHS           61         1         972804         PyroMark Gold Q96 Reagents (5 x 96)         \$ 414.90         * DHHS           62         1         979002         PyroMark Q96 Plate Low (100)         \$ 197.88         * DHHS           63         1         979004         PyroMark Q96 Cartridge (3)         \$ 366.30         * DHHS           64         1         979006         PyroMark Binding Buffer (200 ml)         \$ 42.48         * DHHS           65         1         979007         PyroMark Denaturation Sol. (500 ml)         \$ 42.48         * DHHS           66         1         979008         PyroMark Wash Buffer (200, 200 ml)         \$ 42.48         * DHHS           67         1         979009         PyroMark Wash Buffer (250 ml)         \$ 42.48         * DHHS           68         1         979010         PyroMark Annealing Buffer (250 ml)         \$ 43.47         * DHHS           69         1         990332         Filter-Tips, 200 μl (1024)         \$ 91.01         MSP           70         1         990					. ,		
Filter-Tips, 200 µl (1024)   Filter-Tips, 2							
Filter-Tips, 200 µl (1024)   Filter-Tips, 2	59	1	931436	QIAsymphony Investigator Kit (192)	\$ 1,006.05		MSP
61 1 972804 PyroMark Gold Q96 Reagents (5 x 96) \$ 414.90 * DHHS 62 1 979002 PyroMark Q96 Plate Low (100) \$ 197.88 * DHHS 63 1 979004 PyroMark Q96 Cartridge (3) \$ 366.30 * DHHS 64 1 979006 PyroMark Binding Buffer (200 ml) \$ 42.48 * DHHS 65 1 979007 PyroMark Denaturation Sol. (500 ml) \$ 42.48 * DHHS 66 1 979008 PyroMark Wash Buffer (conc., 200 ml) \$ 42.48 * DHHS 66 1 979009 PyroMark Wash Buffer (conc., 200 ml) \$ 42.48 * DHHS 67 1 979009 PyroMark Annealing Buffer (250 ml) \$ 43.47 * DHHS 68 1 979010 PyroMark Vacuum Prep Filter Probe (100) \$ 252.90 * DHHS 69 1 990332 Filter-Tips, 200 μl (1024) \$ 91.01 MSP 70 1 990381 Sample Tubes RB (2ml) \$ 105.45 MSP 72 1 990391 Rack Labeling Strips \$ 78.57 MSP 73 1 990392 Rotor Adapter Holder \$ 63.46 MSP 74 1 990393 Reagent Bottles, 30 ml (6) \$ 17.58 MSP 75 1 990394 Rotor Adapter Holder \$ 63.46 MSP 76 1 990452 Filter-Tips, 1000 μl, wide-bore (1024) \$ 91.01 MSP 77 1 997002 Sample Prep Cartridges, 8-well (336) \$ 129.20 MSP 77 1 997002 Sample Prep Cartridges, 8-well (336) \$ 129.20 MSP 77 1 997002 Sample Prep Cartridges, 8-well (336) \$ 129.20 MSP 77 1 997004 8-Rod Covers (144) \$ 91.20 MSP		1					DHHS
62         1         979002         PyroMark Q96 Plate Low (100)         \$ 197.88         * DHHS           63         1         979004         PyroMark Q96 Cartridge (3)         \$ 366.30         * DHHS           64         1         979006         PyroMark Binding Buffer (200 ml)         \$ 42.48         * DHHS           65         1         979007         PyroMark Binding Buffer (200 ml)         \$ 42.48         * DHHS           66         1         979008         PyroMark Wash Buffer (conc., 200 ml)         \$ 42.48         * DHHS           67         1         979009         PyroMark Annealing Buffer (250 ml)         \$ 43.47         * DHHS           68         1         979010         PyroMark Vacuum Prep Filter Probe (100)         \$ 252.90         * DHHS           69         1         990332         Filter-Tips, 200 μl (1024)         \$ 91.01         MSP           70         1         990352         Filter-Tips, 1000 μl (1024)         \$ 92.25         MSP           71         1         990391         Rack Labeling Strips         \$ 78.57         MSP           72         1         990391         Rotor Adapter Holder         \$ 63.46         MSP           74         1         990393         Reagent B						*	
63         1         979004         PyroMark Q96 Cartridge (3)         \$ 366.30         * DHHS           64         1         979006         PyroMark Binding Buffer (200 ml)         \$ 42.48         * DHHS           65         1         979007         PyroMark Denaturation Sol. (500 ml)         \$ 42.48         * DHHS           66         1         979008         PyroMark Wash Buffer (conc., 200 ml)         \$ 42.48         * DHHS           67         1         979009         PyroMark Annealing Buffer (250 ml)         \$ 43.47         * DHHS           68         1         979010         PyroMark Vacuum Prep Filter Probe (100)         \$ 252.90         * DHHS           69         1         990332         Filter-Tips, 200 μl (1024)         \$ 91.01         MSP           70         1         990352         Filter-Tips, 1000 μl (1024)         \$ 92.25         MSP           71         1         990381         Sample Tubes RB (2ml)         \$ 105.45         MSP           72         1         990391         Rack Labeling Strips         \$ 78.57         MSP           73         1         990392         Rotor Adapter Holder         \$ 63.46         MSP           74         1         990393         Reagent Bottles,							
64 1 979006 PyroMark Binding Buffer (200 ml) \$ 42.48 * DHHS 65 1 979007 PyroMark Denaturation Sol. (500 ml) \$ 42.48 * DHHS 66 1 979008 PyroMark Wash Buffer (conc., 200 ml) \$ 42.48 * DHHS 66 1 979009 PyroMark Annealing Buffer (250 ml) \$ 43.47 * DHHS 67 1 979009 PyroMark Vacuum Prep Filter Probe (100) \$ 252.90 * DHHS 68 1 979010 PyroMark Vacuum Prep Filter Probe (100) \$ 252.90 * DHHS 69 1 990332 Filter-Tips, 200 μl (1024) \$ 91.01 MSP 70 1 990352 Filter-Tips, 1000 μl (1024) \$ 92.25 MSP 71 1 990381 Sample Tubes RB (2ml) \$ 105.45 MSP 72 1 990391 Rack Labeling Strips \$ 78.57 MSP 73 1 990392 Rotor Adapter Holder \$ 63.46 MSP 74 1 990393 Reagent Bottles, 30 ml (6) \$ 17.58 MSP 75 1 990394 Rotor Adapters (10 x 24) \$ 40.85 MSP 76 1 990452 Filter-Tips, 1000 μl, wide-bore (1024) \$ 91.01 MSP 77 1 997002 Sample Prep Cartridges, 8-well (336) \$ 129.20 MSP 78 1 997004 8-Rod Covers (144) \$ 91.20							
65 1 979007 PyroMark Denaturation Sol. (500 ml) \$ 42.48 * DHHS 66 1 979008 PyroMark Wash Buffer (conc., 200 ml) \$ 42.48 * DHHS 67 1 979009 PyroMark Annealing Buffer (250 ml) \$ 43.47 * DHHS 68 1 979010 PyroMark Vacuum Prep Filter Probe (100) \$ 252.90 * DHHS 69 1 990332 Filter-Tips, 200 μl (1024) \$ 91.01 MSP 70 1 990352 Filter-Tips, 1000 μl (1024) \$ 92.25 MSP 71 1 990381 Sample Tubes RB (2ml) \$ 105.45 MSP 72 1 990391 Rack Labeling Strips \$ 78.57 MSP 73 1 990392 Rotor Adapter Holder \$ 63.46 MSP 74 1 990393 Reagent Bottles, 30 ml (6) \$ 17.58 MSP 75 1 990394 Rotor Adapters (10 x 24) \$ 40.85 MSP 76 1 990452 Filter-Tips, 1000 μl, wide-bore (1024) \$ 91.01 MSP 77 1 997002 Sample Prep Cartridges, 8-well (336) \$ 129.20 MSP							
1   979008   PyroMark Wash Buffer (conc., 200 ml)   \$ 42.48							
67	65						
67 1 979009 PyroMark Annealing Buffer (250 ml) \$ 43.47 * DHHS 68 1 979010 PyroMark Vacuum Prep Filter Probe (100) \$ 252.90 * DHHS 69 1 990332 Filter-Tips, 200 μl (1024) \$ 91.01 MSP 70 1 990352 Filter-Tips, 1000 μl (1024) \$ 92.25 MSP 71 1 990381 Sample Tubes RB (2ml) \$ 105.45 MSP 72 1 990391 Rack Labeling Strips \$ 78.57 MSP 73 1 990392 Rotor Adapter Holder \$ 63.46 MSP 74 1 990393 Reagent Bottles, 30 ml (6) \$ 17.58 MSP 75 1 990394 Rotor Adapters (10 x 24) \$ 40.85 MSP 76 1 990452 Filter-Tips, 1000 μl, wide-bore (1024) \$ 91.01 MSP 77 1 997002 Sample Prep Cartridges, 8-well (336) \$ 129.20 MSP 78 1 997004 8-Rod Covers (144) \$ 91.20 MSP	66	1	979008	PyroMark Wash Buffer (conc., 200 ml)	\$ 42.48	*	DHHS
68         1         979010         PyroMark Vacuum Prep Filter Probe (100)         \$ 252.90         * DHHS           69         1         990332         Filter-Tips, 200 µl (1024)         \$ 91.01         MSP           70         1         990352         Filter-Tips, 1000 µl (1024)         \$ 92.25         MSP           71         1         990381         Sample Tubes RB (2ml)         \$ 105.45         MSP           72         1         990391         Rack Labeling Strips         \$ 78.57         MSP           73         1         990392         Rotor Adapter Holder         \$ 63.46         MSP           74         1         990393         Reagent Bottles, 30 ml (6)         \$ 17.58         MSP           75         1         990394         Rotor Adapters (10 x 24)         \$ 40.85         MSP           76         1         990452         Filter-Tips, 1000 µl, wide-bore (1024)         \$ 91.01         MSP           77         1         997002         Sample Prep Cartridges, 8-well (336)         \$ 129.20         MSP           78         1         997004         8-Rod Covers (144)         \$ 91.20         MSP		1				*	
69 1 990332 Filter-Tips, 200 µl (1024) \$ 91.01 MSP  70 1 990352 Filter-Tips, 1000 µl (1024) \$ 92.25 MSP  71 1 990381 Sample Tubes RB (2ml) \$ 105.45 MSP  72 1 990391 Rack Labeling Strips \$ 78.57 MSP  73 1 990392 Rotor Adapter Holder \$ 63.46 MSP  74 1 990393 Reagent Bottles, 30 ml (6) \$ 17.58 MSP  75 1 990394 Rotor Adapters (10 x 24) \$ 40.85 MSP  76 1 990452 Filter-Tips, 1000 µl, wide-bore (1024) \$ 91.01 MSP  77 1 997002 Sample Prep Cartridges, 8-well (336) \$ 129.20 MSP  78 1 997004 8-Rod Covers (144) \$ 91.20 MSP			+	, , , , , ,		*	
70         1         990352         Filter-Tips, 1000 µl (1024)         \$ 92.25         MSP           71         1         990381         Sample Tubes RB (2ml)         \$ 105.45         MSP           72         1         990391         Rack Labeling Strips         \$ 78.57         MSP           73         1         990392         Rotor Adapter Holder         \$ 63.46         MSP           74         1         990393         Reagent Bottles, 30 ml (6)         \$ 17.58         MSP           75         1         990394         Rotor Adapters (10 x 24)         \$ 40.85         MSP           76         1         990452         Filter-Tips, 1000 µl, wide-bore (1024)         \$ 91.01         MSP           77         1         997002         Sample Prep Cartridges, 8-well (336)         \$ 129.20         MSP           78         1         997004         8-Rod Covers (144)         \$ 91.20         MSP							
71 1 990381 Sample Tubes RB (2ml) \$ 105.45 MSP  72 1 990391 Rack Labeling Strips \$ 78.57 MSP  73 1 990392 Rotor Adapter Holder \$ 63.46 MSP  74 1 990393 Reagent Bottles, 30 ml (6) \$ 17.58 MSP  75 1 990394 Rotor Adapters (10 x 24) \$ 40.85 MSP  76 1 990452 Filter-Tips, 1000 μl, wide-bore (1024) \$ 91.01 MSP  77 1 997002 Sample Prep Cartridges, 8-well (336) \$ 129.20 MSP  78 1 997004 8-Rod Covers (144) \$ 91.20 MSP							
72 1 990391 Rack Labeling Strips \$ 78.57 MSP 73 1 990392 Rotor Adapter Holder \$ 63.46 MSP 74 1 990393 Reagent Bottles, 30 ml (6) \$ 17.58 MSP 75 1 990394 Rotor Adapters (10 x 24) \$ 40.85 MSP 76 1 990452 Filter-Tips, 1000 μl, wide-bore (1024) \$ 91.01 MSP 77 1 997002 Sample Prep Cartridges, 8-well (336) \$ 129.20 MSP 78 1 997004 8-Rod Covers (144) \$ 91.20 MSP							
73     1     990392     Rotor Adapter Holder     \$ 63.46     MSP       74     1     990393     Reagent Bottles, 30 ml (6)     \$ 17.58     MSP       75     1     990394     Rotor Adapters (10 x 24)     \$ 40.85     MSP       76     1     990452     Filter-Tips, 1000 μl, wide-bore (1024)     \$ 91.01     MSP       77     1     997002     Sample Prep Cartridges, 8-well (336)     \$ 129.20     MSP       78     1     997004     8-Rod Covers (144)     \$ 91.20     MSP							
73         1         990392         Rotor Adapter Holder         \$ 63.46         MSP           74         1         990393         Reagent Bottles, 30 ml (6)         \$ 17.58         MSP           75         1         990394         Rotor Adapters (10 x 24)         \$ 40.85         MSP           76         1         990452         Filter-Tips, 1000 μl, wide-bore (1024)         \$ 91.01         MSP           77         1         997002         Sample Prep Cartridges, 8-well (336)         \$ 129.20         MSP           78         1         997004         8-Rod Covers (144)         \$ 91.20         MSP		11	990391	Rack Labeling Strips			
74         1         990393         Reagent Bottles, 30 ml (6)         \$ 17.58         MSP           75         1         990394         Rotor Adapters (10 x 24)         \$ 40.85         MSP           76         1         990452         Filter-Tips, 1000 μl, wide-bore (1024)         \$ 91.01         MSP           77         1         997002         Sample Prep Cartridges, 8-well (336)         \$ 129.20         MSP           78         1         997004         8-Rod Covers (144)         \$ 91.20         MSP	73	1	990392	Rotor Adapter Holder			MSP
75 1 990394 Rotor Adapters (10 x 24) \$ 40.85 MSP  76 1 990452 Filter-Tips, 1000 μl, wide-bore (1024) \$ 91.01 MSP  77 1 997002 Sample Prep Cartridges, 8-well (336) \$ 129.20 MSP  78 1 997004 8-Rod Covers (144) \$ 91.20 MSP							
76 1 990452 Filter-Tips, 1000 μl, wide-bore (1024) \$ 91.01 MSP  77 1 997002 Sample Prep Cartridges, 8-well (336) \$ 129.20 MSP  78 1 997004 8-Rod Covers (144) \$ 91.20 MSP							
77         1         997002         Sample Prep Cartridges, 8-well (336)         \$ 129.20         MSP           78         1         997004         8-Rod Covers (144)         \$ 91.20         MSP							
78 1 997004 8-Rod Covers (144) \$ 91.20 MSP							
79 1 997024 Filter-Tips, 1500 µl (1024) \$ 116.85 MSP							
	79	1	997024	Filter-Tips, 1500 μl (1024)	\$ 116.85		MSP

Note \* In case of changes to List Prices at QIAGEN, the prices of these products will remain in effect for the validity period of the quote.



QIAGEN INC

# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

Wanda Rademacher

517-241-0134

**MDHHS** 

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 6

to

Contract Number **071B1300322** 

ÖZ	27220 Turn	7220 Turnberry Lane, Suite 200			S	am ger	D				
	Valencia, C/	A 91355-1005			STATE		Rademaci	herW@michi	gan.gov		
RACT	John Picker	t			H	Adm	Steve Rig	g	DTMB		
CT	860-307-046	60				Contract Administrator	(517) 249-	-0454			
OR	iohn pickert	@qiagen.com				ator	riggs@mid	chigan.gov			
	,										
	*****1306										
				CONTRACT	SUMI	//ARY					
LAB	TESTING I	KITS - REAC	SENTS								
IN	INITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE		IN	ITIAL	. AVAILABL	E OPTIONS		ION DATE BEFO			
	July 1, 2011 June 30, 2014					2 - 1 Yea	ar	Ju	ıne 30, 2022		
PAYMENT TERMS								DELIVERY TIM	IEFRAME		
Net 45								2 Days A	\RO		
ALTERNATE PAYMENT OPTIONS					<u> </u>			EXTE	NDED PU	RCHASING	
	□ P-Card □ Direct Voucher (DV)					☐ Other	⊠Y	es	□ No		
MINII	MUM DELIVE	RY REQUIREM	IENTS	<u>, , , , , , , , , , , , , , , , , , , </u>							
N/A											
			D	ESCRIPTION OF	CHAN	IGE N	OTICE				
C	PTION	LENGTH	OF OPTION	EXTENSION		LENC	TH OF EXT	TENSION	REVI	SED EXP. DATE	Ξ
									Ju	ıne 30, 2022	
	CURRENT	VALUE	VALUE OF CH	IANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE						
	\$648,76	6.18	\$0	.00				\$648,76	6.18		
				DESCR	IPTION	1					
			e following items ency agreement a					other terms, c	onditions,	and pricing rer	main
uie s	allie. Pei ve	endor and Age	agreement a		ıremer	ιι αρμ	novai.				
	log Number		cription				Price				
9390			r ATL (4 X 50 ml)				\$93.50				
1910			e A (17500 U)				182.75				
1920				9	\$128.35						
6950			asy Blood and Tis			;	\$138.55				
6950	)6	Dnea	asy Blood and Tis	sue Kit (250)			\$595.00				



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

### **CONTRACT CHANGE NOTICE**

Change Notice Number 5

to

Contract Number 071B1300322

	QIAGEN INC
CO	27220 Turnberry Lane, Suite 200
H	Valencia, CA 91355-1005
RAC	Jennifer Cyr
ĴΟ	704-425-7935
Ž	jennifer.cyr@qiagen.com
	******1306

<b>₹</b> ७	Kevin Dunn	MDHHS				
rograr lanage	517-335-5096					
n er	dunnk3@michigan.gov					
C Adn	Steve Rigg	DTMB				
ontra ninist	(517) 284-7043					
ct	riggs@michigan.gov					
	Program Contract Manager Administrator	517-335-5096 dunnk3@michigan.gov				

*****130	6								
CONTRACT SUMMARY									
LAB TESTING KITS - REAGENTS									
INITIAL EFFE	ECTIVE DATE	INITIAL EXPIR	RATION DATE	INITIAL AVAILABL	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW				
July 1	, 2011	June 30	0, 2014	2 - 1 Ye	Year June 30, 2017				
PAYMENT TERMS				DELIVERY TIMEFRAME					
Net 45 Days				2 days ARO					
ALTERNATE PAYMENT OPTIONS				1	EXTENDED PURCHASING				
		□ Direct \	oucher (DV)	□ Other	⊠ Yes □ No				
MINIMUM DELIV	MINIMUM DELIVERY REQUIREMENTS								
N/A									
DESCRIPTION OF CHANGE NOTICE									
OPTION	LENGTH OF OPTION		EXTENSION	LENGTH OF EXTENSION		REVISED EXP. DATE			
			$\boxtimes$	5 years		June 30, 2022			
CURRENT VALUE VALUE OF CHANGE NOTICE				ESTIMATED AGGREGATE CONTRACT VALUE					
\$398,766.18		\$250,0	00.00	\$648,766.18					

Effective June 27, 2017, this contract is extended five (5) years and is increased by \$250,000.00. The new expiration date is June 30, 2022. Exihibit A Pricing has been revised to update approved line items and update pricing on these line items for MSP and DHHS. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on June 27, 2017.

DESCRIPTION

#### Contract No. 071B1300322

## Qiagen In.c – Laboratory Testing Kits, Reagents and Consumables Attachement A – Pricing REVISED

Change Notice #5 – Effective July 1, 2017 – August 31, 2017

			Notice #3 - Effective July 1, 2017 - Augus			
Line Item No.	Quantity	Catalog #	Product	Unit Price [USD]	Note	Agency
1	1	1014636	Buffer G2 (260/250),KG	\$ 73.44		MSP
2	1	1050875	Elution Tubes (1,5 ml)	\$ 13.78		DHHS
3	1	1055628	TopElute Fluid (60/60),KG	\$ 23.09		MSP
4	1	159992	Generation DNA Purif. Solution (1000 ml)	\$ 770.04	*	DHHS
5	1	159994	Generation DNA Elution Solution (500 ml)	\$ 450.75	*	DHHS
6	1	19072	Buffer AW2 (concentrate, 324 ml)	\$ 71.10	*	DHHS
7	1	19073	Buffer AVL (155 ml)	\$ 90.76	*	DHHS
8	1	19076	Buffer ATL (200ml)	\$ 71.10	*	DHHS
9	1	19081	Buffer AW1 (concentrate, 242 ml)	\$ 71.10	*	DHHS
10	1	19112	Buffer MTL (54 ml)	\$ 34.49		DHHS
11	1	19131	QIAGEN Proteinase K (2ml)	\$ 79.15	*	DHHS
12	1	19133	QIAGEN Proteinase K (21111)	\$ 185.76	*	DHHS
13	1	19155	QIAGEN Protease (7.5 AU)	\$ 66.74	*	DHHS
14	1	19407	VacConnectors (500)		*	
		1				DHHS
15	1	19597	Investigator Lyse&Spin Basket Kit (50)	\$ 40.66		MSP
16	1	19598	Investigator Lyse&Spin Basket Kit (250)	\$ 171.00		DHHS
17	1	201913	dNTP Set, PCR Grade 100mM, (4x250µl)	\$ 198.85	*	DHHS
18	1	203205	HotStarTaq DNA Polymerase (1000 U)	\$ 420.80	*	DHHS
19	1	203443	HotStarTaq Master Mix Kit (250 U)	\$ 186.30	*	DHHS
20	1	204254	QuantiFast Probe PCR Kit (400)	\$ 402.22	*	DHHS
21	1	210212	QIAGEN OneStep RT-PCR Kit (100)	\$ 421.60	*	DHHS
22	1	382415	Investigator 24plex QS Kit (100)	\$ 2,065.30		DHHS
23	1	382417	Investigator 24plex QS Kit (400)	\$ 7,870.75		DHHS
24	1	382426	Investigator 24plex GO! Kit (200)	\$ 3,304.10		DHHS
25	1	382428	Investigator 24plex GO! Kit (1000)	\$ 15,546.75		DHHS
26	1	386037	DNA Size Standard 24plex (BTO)	\$ 522.50		DHHS
27	1	386224	Matrix Standard BT6 (50)	\$ 149.15		DHHS
28	1	386516	Investigator STR GO! Lysis Buffer (200)	\$ 304.95		DHHS
29	1	386526	Investigator STR GO! Punch Buffer (200)	\$ 298.30		DHHS
30	1	386528	Investigator STR GO! Punch Buffer (1000)	\$ 1,492.45		DHHS
31	1	387216	Investigator Quantiplex Pro Kit (200)	\$ 807.50		DHHS
32	1	51104	QIAamp DNA Blood Mini Kit (50)	\$ 98.56	*	DHHS
33	1	51304	QIAamp DNA Mini Kit (50)	\$ 147.44	*	DHHS
34	1	52304	QIAamp RNA Blood Mini Kit (50)	\$ 233.31	*	DHHS
35	1	52906	QIAamp Viral RNA Mini Kit (250)		*	DHHS
36	1	56504	QIAamp DNA Investigator Kit (50)	\$ 227.05	*	DHHS
37	1	57704	QIAamp MinElute Virus Spin Kit (50)	\$ 174.70	*	DHHS
38	1	61104	QIAamp DSP DNA Blood Mini Kit (50), CE	\$ 146.47	*	DHHS
39	1	61904	QIAamp DSP Viral RNA Mini Kit (50)	\$ 234.74	*	DHHS
40	1	63206	DyeEx 2.0 Spin Kit (250)	\$ 713.92	*	DHHS
41	1	9001292	QIAcube (110V)	\$ 20,331.00		DHHS
42	1	9001297	QIAsymphony SP	\$ 95,884.00		DHHS
43	1	9001492	EZ1 Advanced XL	\$ 53,821.00		DHHS
44	1	9001611	QIAgility HEPA / UV (incl.Laptop)	\$ 30,900.00		DHHS
45	1	9017854	Shaker Rack Plugs (12)	\$ 107.35		MSP
46	1	9018388	QIAcube Tip Adapter Ring Tool	\$ 160.00		MSP
47	1	9018472	Set, O-rings (10), QIAC	\$ 44.94		MSP
48	1	9019168	Set, O-Ring (32), Qsym	\$ 287.85		MSP
49	1	9019933	EZ1 Adv. XL DNA Investigator Card, US	\$ 753.00		DHHS
50	1	9021670	Adapter, tubes, 2 ml, v2, Qsym	\$ 1,617.00		MSP
51	1	9237713	EZ1, Installation	\$ 2,226.00		DHHS
52	1	9237721	EZ1, Full Agreement	\$ 3,644.00		DHHS
53	1	9240372	QIASymphony SP, Installation	\$ 4,841.00		DHHS
54	1	9240377	QIAcube, Installation	\$ 1,964.00		DHHS
55	1	9241207	QIAsymphony SP, Full Agreement	\$ 9,499.00		MSP
56	1	9241763	QIAgility, Full Agreement	\$ 4,246.00		DHHS
57	1	9241774	QIAgility, Installation	\$ 2,809.00		DHHS
58	1	9242700	QIAcube, Full Agreement	\$ 2,926.00		MSP
59	1	931436	QIAsymphony Investigator Kit (192)	\$ 2,920.00		MSP
60	1	952034	EZ1 DNA Investigator Kit (192)	\$ 452.20		DHHS
61	1	972804	PyroMark Gold Q96 Reagents (5 x 96)	\$ 414.90	*	DHHS
					*	
62	1	979002	PyroMark Q96 Plate Low (100)	\$ 197.88	*	DHHS
63	1	979004	PyroMark Q96 Cartridge (3)	\$ 366.30	*	DHHS
64	1	979006	PyroMark Binding Buffer (200 ml)	\$ 42.48		DHHS

65	1	979007	PyroMark Denaturation Sol. (500 ml)	\$ 42.48	*	DHHS
66	1	979008	PyroMark Wash Buffer (conc., 200 ml)	\$ 42.48	*	DHHS
67	1	979009	PyroMark Annealing Buffer (250 ml)	\$ 43.47	*	DHHS
68	1	979010	PyroMark Vacuum Prep Filter Probe (100)	\$ 252.90	*	DHHS
69	1	990332	Filter-Tips, 200 µl (1024)	\$ 89.49		MSP
70	1	990352	Filter-Tips, 1000 µl (1024)	\$ 90.44		MSP
71	1	990381	Sample Tubes RB (2ml)	\$ 103.55		MSP
72	1	990391	Rack Labeling Strips	\$ 76.95		MSP
73	1	990392	Rotor Adapter Holder	\$ 62.13		MSP
74	1	990393	Reagent Bottles, 30 ml (6)	\$ 17.20		MSP
75	1	990394	Rotor Adapters (10 x 24)	\$ 40.00		MSP
76	1	990452	Filter-Tips, 1000 µl, wide-bore (1024)	\$ 89.11		MSP
77	1	997002	Sample Prep Cartridges, 8-well (336)	\$ 126.35		MSP
78	1	997004	8-Rod Covers (144)	\$ 89.49		MSP
79	1	997024	Filter-Tips, 1500 μl (1024)	\$ 114.95	·	MSP

Note \* In case of changes to List Prices at QIAGEN, the prices of these products will remain in effect for the validity period of the quote.

## Contract No. 071B1300322

## Qiagen In.c – Laboratory Testing Kits, Reagents and Consumables Attachement A – Pricing REVISED

Change Notice #5 – Effective September 1, 2017 – August 31, 2018

Line Item No.	Quantity	Catalog #	Product	Product Unit Price [USD]		Note	Agency
1	1	1014636	Buffer G2 (260/250),KG	\$	74.29		MSP
2	1	1050875	Elution Tubes (1,5 ml)		14.06		DHHS
3	1	1055628	TopElute Fluid (60/60),KG		23.37		MSP
4	1	159992	Generation DNA Purif. Solution (1000 ml)	\$	770.04	*	DHHS
5	1	159994	Generation DNA Elution Solution (500 ml)		450.75	*	DHHS
6	1	19072	Buffer AW2 (concentrate, 324 ml)	\$	71.10	*	DHHS
7	1	19073	Buffer AVL (155 ml)	\$	90.76	*	DHHS
8	1	19076	Buffer ATL (200ml)	\$	71.10	*	DHHS
9	1	19081	Buffer AW1 (concentrate, 242 ml)	\$	71.10	*	DHHS
10	1	19112	Buffer MTL (54 ml)	\$	35.15		DHHS
11	1	19131	QIAGEN Proteinase K (2ml)	\$	79.15	*	DHHS
12	1	19133	QIAGEN Proteinase K (10 ml)	\$	185.76	*	DHHS
13	1	19155	QIAGEN Protease (7.5 AU)	\$	66.74	*	DHHS
14	1	19407	VacConnectors (500)	\$	98.40	*	DHHS
15	1	19597	Investigator Lyse&Spin Basket Kit (50)	\$	41.42		MSP
16	1	19598	Investigator Lyse&Spin Basket Kit (250)	\$	173.85		DHHS
17	1	201913	dNTP Set, PCR Grade 100mM, (4x250μl)	\$	198.85	*	DHHS
18	1	203205	HotStarTaq DNA Polymerase (1000 U)	\$	420.80	*	DHHS
19	1	203443	HotStarTaq Master Mix Kit (250 U)	\$	186.30	*	DHHS
20	1	204254	QuantiFast Probe PCR Kit (400)	\$	402.22	*	DHHS
21	1	210212	QIAGEN OneStep RT-PCR Kit (100)	\$	421.60	*	DHHS
22	1	382415	Investigator 24plex QS Kit (100)	\$	2,105.20		DHHS
23	1	382417	Investigator 24plex QS Kit (400)	\$	8,024.65		DHHS
24	1	382426	Investigator 24plex GO! Kit (200)	\$	3,368.70		DHHS
25	1	382428	Investigator 24plex GO! Kit (1000)	\$ 1	15,849.80		DHHS
26	1	386037	DNA Size Standard 24plex (BTO)	\$	532.95		DHHS
27	1	386224	Matrix Standard BT6 (50)	\$	152.00		DHHS
28	1	386516	Investigator STR GO! Lysis Buffer (200)	\$	310.65		DHHS
29	1	386526	Investigator STR GO! Punch Buffer (200)	\$	304.00		DHHS
30	1	386528	Investigator STR GO! Punch Buffer (1000)	\$	1,521.90		DHHS
31	1	387216	Investigator Quantiplex Pro Kit (200)	\$	807.50		DHHS
32	1	51104	QIAamp DNA Blood Mini Kit (50)	\$	98.56	*	DHHS
33	1	51304	QIAamp DNA Mini Kit (50)	\$	147.44	*	DHHS
34	1	52304	QIAamp RNA Blood Mini Kit (50)	\$	233.31	*	DHHS
35	1	52906	QIAamp Viral RNA Mini Kit (250)	\$	726.01	*	DHHS
36	1	56504	QIAamp DNA Investigator Kit (50)	\$	234.65		DHHS
37	1	57704	QIAamp MinElute Virus Spin Kit (50)	\$	174.70	*	DHHS
38	1	61104	QIAamp DSP DNA Blood Mini Kit (50), CE	\$	146.47	*	DHHS
39	1	61904	QIAamp DSP Viral RNA Mini Kit (50)	\$	234.74	*	DHHS
40	1	63206	DyeEx 2.0 Spin Kit (250)	\$	713.92	*	DHHS
41	1	9001292	QIAcube (110V)	\$ 2	20,727.00		DHHS
42	1	9001297	QIAsymphony SP	\$ 9	97,466.00		DHHS
43	1	9001492	EZ1 Advanced XL	\$ 5	54,790.00		DHHS
44	1	9001611	QIAgility HEPA / UV (incl.Laptop)	\$ 3	31,209.00		DHHS
45	1	9017854	Shaker Rack Plugs (12)	\$	111.15		MSP
46	1	9018388	QIAcube Tip Adapter Ring Tool	\$	165.00		MSP

47	1	9018472	Set, O-rings (10), QIAC	\$ 46.27		MSP
48	1	9019168	Set, O-Ring (32), Qsym	\$ 296.40		MSP
49	1	9019933	EZ1 Adv. XL DNA Investigator Card, US	\$ 769.00		DHHS
50	1	9021670	Adapter, tubes, 2 ml, v2, Qsym	\$ 1,663.00		MSP
51	1	9237713	EZ1, Installation	\$ 2,288.00		DHHS
52	1	9237721	EZ1, Full Agreement	\$ 3,731.00		DHHS
53	1	9240372	QIASymphony SP, Installation	\$ 4,977.00		DHHS
54	1	9240377	QIAcube, Installation	\$ 2,019.00		DHHS
55	1	9241207	QIAsymphony SP, Full Agreement	\$ 9,727.00		MSP
56	1	9241763	QIAgility, Full Agreement	\$ 4,348.00		DHHS
57	1	9241774	QIAgility, Installation	\$ 2,888.00		DHHS
58	1	9242700	QIAcube, Full Agreement	\$ 2,996.00		MSP
59	1	931436	QIAsymphony Investigator Kit (192)	\$ 1,006.05		MSP
60	1	952034	EZ1 DNA Investigator Kit (48)	\$ 468.35		DHHS
61	1	972804	PyroMark Gold Q96 Reagents (5 x 96)	\$ 414.90	*	DHHS
62	1	979002	PyroMark Q96 Plate Low (100)	\$ 197.88	*	DHHS
63	1	979004	PyroMark Q96 Cartridge (3)	\$ 366.30	*	DHHS
64	1	979006	PyroMark Binding Buffer (200 ml)	\$ 42.48	*	DHHS
65	1	979007	PyroMark Denaturation Sol. (500 ml)	\$ 42.48	*	DHHS
66	1	979008	PyroMark Wash Buffer (conc., 200 ml)	\$ 42.48	*	DHHS
67	1	979009	PyroMark Annealing Buffer (250 ml)	\$ 43.47	*	DHHS
68	1	979010	PyroMark Vacuum Prep Filter Probe (100)	\$ 252.90	*	DHHS
69	1	990332	Filter-Tips, 200 μl (1024)	\$ 91.01		MSP
70	1	990352	Filter-Tips, 1000 μl (1024)	\$ 92.25		MSP
71	1	990381	Sample Tubes RB (2ml)	\$ 105.45		MSP
72	1	990391	Rack Labeling Strips	\$ 78.57		MSP
73	1	990392	Rotor Adapter Holder	\$ 63.46		MSP
74	1	990393	Reagent Bottles, 30 ml (6)	\$ 17.58		MSP
75	1	990394	Rotor Adapters (10 x 24)	\$ 40.85		MSP
76	1	990452	Filter-Tips, 1000 μl, wide-bore (1024)	\$ 91.01		MSP
77	1	997002	Sample Prep Cartridges, 8-well (336)	\$ 129.20		MSP
78	1	997004	8-Rod Covers (144)	\$ 91.20		MSP
79	1	997024	Filter-Tips, 1500 μl (1024)	\$ 116.85		MSP

Note \* In case of changes to List Prices at QIAGEN, the prices of these products will remain in effect for the validity period of the quote.

#### Program Managers for Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MSP	Paula Hurst Thomas	(517) 284-3305	HurstP3@Michigan.gov

BILD BY A STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 4890
OR
525 W. ALLEGAN, LANSING, MI 48933

#### CHANGE NOTICE NO. 4

#### CONTRACT NO. 071B1300322

between

#### THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
QIAGEN INC	Scott Evans	scott.evans@qiagen.com
27220 Turnberry Lane, Suite 200	PHONE	CONTRACTOR'STAX ID NO. (LAST FOUR DIGITS ONLY)
Valencia CA 91355-1005	734-233-1670	1306

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DCH MSP	Kevin Dunn Jeff Nye	517-335-5096 517-322-6135	dunnk3@michigan.gov nyej1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Melissa Sambiagio	(517) 284-7016	sambiagiom@michigan.gov

CONTRACT SUMMAR	Y			
DESCRIPTION: LAB TESTING KITS - RE	AGENTS	60 A	£	
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILIABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE (S) NOTED BELOW	
July 01, 2011	June 30, 2014	2, 1 year	June 30, 2016	
PAYMEN	NT TERMS	DE	LIVERY TIMEFRAME	
Net 4	15 days		2 days ARO	
ALTERNATE PAYMENT OF	TIONS		EXTENDED PURCHASING	
☑ P Card:  ☐ Direct Voucher (DV)		☐ Other	✓ Yes □ No	
MINIMUM DELIVERY REQU	JIREMENTS	7	9	
N/A				

DESCRIPTION	OF CHANGE NOTICE			
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXPIRATION. DATE
		>	12 months	June 30, 2017
CUR	RENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGI	REGATE CONTRACT VALUE
\$303,766.18		\$95,000.00	\$	398,766.18

#### DESCRIPTION:

Effective September 15, 2015, this contract allows for MSPs use, is extended 12 months, and is increased by \$75,000.00. Except for maintenance agreements, P-Card purchases are approved. The revised contract expiration date is June 30, 2017. Exhibit "A" Pricing has been revised to add MSP approved line items. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

#### Contract No. 071B1300322

### Qiagen Inc. - Laboratory Testing Kits, Reagents and Consumables Attachment A - Pricing REVISED

Change Notice #4 - Effective September 15, 2015

#### DEPARTMENT OF COMMUNITY HEALTH

Catolog Number	Description	Unit	Unit Price
19072	Buffer AW2	Each	\$71.10
19073	Buffer AVL	Each	\$90.75
19076	ATL Buffer	Each	\$71.10
19081	Buffer AW1	Each	\$71.10
19133	QIAGEN Proteinase K (10)	Each	\$185.76
19407	VacConnectors (500)	Each	\$98.40
51104	QIAamp DNA Blood Mini Kit (50)	Kit	\$98.56
52304	QIAamp RNA Blood Mini Kit (50)	Kit	\$233.31
52906	QIAamp Viral RNA Mini Kit (250)	Kit	\$726.01
57704	QIAamp MinElute Virus Spin Kit (50)	Kit	\$174.70
159992	Generation DNA Purification Soln 1 1000mls	Each	\$770.04
159994	Generation DNA Elution Soln 2 500mls	Each	\$450.75
203205	HotstarTaq DNA Polymerase (1000)	Each	\$420.80
203443	HotstarTaq Master Mix Kit (250)	Kit	\$186.30
210212	QIAGEN OneStep RT-PCR Kit (100)	Kit	\$421.60
51304	QIAamp DNA Mini Kit (50)		\$147.44
19155	QIAGEN Protease (7.5 AU)		\$66.74
61904	QIAamp DSP Viral RNA Mini Kit (50)		\$234.74
972804	PyroMark Gold Q96 Reagents (5 x 96)		\$414.90
979004	PyroMark Q96 Cartridge (3)		\$633.30
979006	PyroMark Binding Buffer (200 ml)		\$42.48
979007	PyroMark Denaturation Sol (500 ml)		\$42.48
979008	PyroMark Wash Buffer (conc., 200 ml)		\$42.48
979009	PyroMark Annealing Buffer (250 ml)		\$43.47
979010	PyroMark Vacuum Prep Filter Probe (100)		\$252.90
19131	QIAGEN Proteinase K (2)		\$79.15
63206	DyeEx 2.0 Spin Kit (250)		\$713.92
204352	QuantiFast Probe PCR+ROX Vial Kit (80)		\$109.61
201913	dNTP Set, PCR Grade 100 mM, (4x250ul)		\$198.85
61104	QIAamp DSP DNA Blood Mini Kit (50), CE		\$146.47
979002	PyroMark Q96 Plate Low (100)		\$197.88
204254	QuantiFast Probe PCR Kit (400)		\$402.22

# Contract No. 071B1300322 Qiagen Inc. - Laboratory Testing Kits, Reagents and Consumables Attachment A - Pricing REVISED Change Notice #4 - Effective September 15, 2015

#### MICHIGAN STATE POLICE

Catolog Number	Description	Unit	Unit Price
19597	Investigator Lyse&Spin Basket	KIT	\$42.00
997004	8-rod covers	PC	\$92.00
1055628	TopElute Fluid	BTL	\$24.00
997024	Filter Tips 1500ul	PC	\$119.00
931436	QlAsymphony Investigator Kit	KIT	\$990.00
997002	Sample Prep Cartridges	PC	\$130.00
990332	Filter Tips 200ul	PC	\$92.00
9019168	Qiasymphony o-ring set	PC	\$297.00
9241207	QlAsymphony SP, Full Agreement		\$8,726.19

Form No. DTMB-3521 (Rev. 4/2012)

AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

#### STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PROCUREMENT** P.O. BOX 30026, LANSING, MI 48909

OR 525 W. ALLEGAN, LANSING, MI 48933

#### **CHANGE NOTICE NO. 3**

to

#### CONTRACT NO. 071B1300322

between

#### THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Qiagen, Inc.	Scott Evans	Scott.Evans@qiagen.com
27220 Turnberry Lane, Suite 200	TELEPHONE	CONTRACTOR #, MAIL CODE
Valencia, CA 91355-1005	734-233-1670	1306

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH	Kevin Dunn	517-335-5096	dunnk3@michigan.gov
BUYER	DTMB	Melissa Sambiagio	517-284-7016	sambiagiom@michigan.gov

CONTRACT SUMMARY:						
DESCRIPTION: Laboratory Testing Kits, reagents and Consumables						
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW			
7/1/2011 6/30/2014		2 – one year	6/30/2014			
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM			
Net 45 days	Destination	Delivered within 2 days ARO				
ALTERNATE PAYMENT OPTIO	NS:		AVAILABLE TO MIDEAL PARTICIPANTS			
P-card Dir	⊠ Yes □ No					
MINIMUM DELIVERY REQUIREMENTS:						
N/A						

DESCRIPTION OF CHANGE NOTICE:						
	CONTRACT TON DATE	EXERCISE CONTRACT OPTION YEAR(S)		SION BEYOND FOPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☐ No					1 year	06/30/2016
VALUE/COST OF CHANGE NOTICE:			ESTIMATED R	EVISED AGGREGATE C	ONTRACT VALUE:	
\$75,000.00				\$303,766.18		

Effective February 24, 2015, this contract is exercising the second option year, increased by \$75,000.00, and Attachment "A" - Pricing has been revised to reflect an additional item. The revised contract expiration date is June 30, 2016. Please note, the Contract Administrator has been changed to Melissa Sambiagio. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on February 24, 2015.

Form No. DTMB-3521 (Rev. 4/2012) AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract change will not be executed unless form is filed

#### STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PROCUREMENT** P.O. BOX 30026, LANSING, MI 48909

OR 530 W. ALLEGAN, LANSING, MI 48933

#### **CHANGE NOTICE NO. 2**

#### CONTRACT NO. 071B1300322

between

#### THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
QIAGEN Inc.	Adrienne Helgerman	customercare@qiagen.com
27220 Turnberry Lane, Suite 200	TELEPHONE	CONTRACTOR #, MAIL CODE
Valencia, CA 91355-1005	1-800-426-8157	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH	Greg Rivet	517-335-5096	rivetg@michigan.gov
BUYER	DTMB	Paula Hurst	517-294-7016	hurstp2@michigan.gov

CONTRACT SUMMARY:						
DESCRIPTION: Laboratory Testing Kits, Reagents and Consumables – Department of Community Health						
INITIAL EFFECTIVE DATE	TIAL EFFECTIVE DATE INITIAL EXPIRATION INITIAL AVAILABLE DATE OPTIONS			EXPIRATION DATE BEFORE CHANGE(S)  NOTED BELOW		
July 1, 2011	June 30, 201	4 2	, 1 Year Options	June 3	0, 2014	
PAYMENT TERMS	F.O.B	SHI	IPPED	SHIPPED FROM		
Net 45 Days	Destination	)	2 Days ARO	N	/A	
ALTERNATE PAYMENT OPTION	ONS:			AVAILABLE TO MIDE	AL PARTICIPANTS	
☐ P-card ☐ Di	rect Voucher (DV	')	Other	☐ Yes	⊠ No	
MINIMUM DELIVERY REQUIR	EMENTS:					
N/A						
	DESCF	RIPTION C	OF CHANGE NOT	ICE:		
	CISE CONTRACT PTION YEAR(S)		NSION BEYOND CT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE	
☐ No       Yes				1 Year	June 30, 2015	
VALUE/COST OF	CHANGE NOTICE:		ESTIMATED R	EVISED AGGREGATE (	CONTRACT VALUE:	
\$5,0	00.00			\$228,766.18		
Effective February 20, 2014,	the first option ye	ar availabl	e on this Contract is	s hereby exercised, an	d the Contract value	
is INCREASED by \$5,000.00. In addition, the following items are ADDED to this Contract.						
CATALOG NUMBER	PRODUCT DI			PRICE		
61104	QIAamp DSP DNA Blood Mini Kit (50), CE			E \$146.47		
979002	PyroMark Q96	Plate Low	v (100)	\$197.88		

All other terms, conditions, pricing, and specifications remain the same. Per agency request, vendor agreement (quote from Scott Evans dated January 30, 2014), and the approval of DTMB Procurement.

Form No. DTMB-3521 (Rev. 4/2012) AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract change will not be executed unless form is filed

## STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET PROCUREMENT PROCUREMENT

May 17, 2013

P.O. BOX 30026, LANSING, MI 48909 OR

530 W. ALLEGAN, LANSING, MI 48933

#### **CHANGE NOTICE NO. 1**

to

#### CONTRACT NO. 071B1300322

between

#### THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
QIAGEN Inc.	Adrienne Helgerman	customercare@qiagen.com
27220 Turnberry Lane, Suite 200	TELEPHONE	CONTRACTOR #, MAIL CODE
Valencia, CA 91355-1005	1-800-426-8157	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DCH	Greg Rivet	517-335-5096	rivetg@michigan.gov
BUYER	DTMB	Paula Hurst	517-373-9776	hurstp2@michigan.gov

**CONTRACT SUMMARY:** 

DESCRIPTION: Laboratory Testing Kits, Reagents and Consumables – Department of Community Health									
INITIAL EFFECTIVE DATE		INITIAL EXPIRATION DATE		INIT	IAL AVAILABLE OPTIONS	EXPIRATION DATE BEF NOTED BE		` '	
July 1, 2011		June 30, 201	4	2, 3	L Year Options		June 30, 2014		
PAYMENT TERMS		F.O.B	S	HIP	PED	SHIPPE	D FROM		
Net 45 Days		Destination	ı		2 Days ARO			N/	'A
ALTERNATE PAYMENT	OPTIO	NS:	•			AVAILA	BLE TO	MiDEA	L PARTICIPANTS
☐ P-card	Dir	ect Voucher (DV	)		Other		Yes	$\geq$	☑ No
MINIMUM DELIVERY RI	EQUIRE	MENTS:							
N/A									
		DESCF	RIPTION	OF	CHANGE NOT	ICE:			
EXTEND CONTRACT EXPIRATION DATE		CISE CONTRACT TION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS			NGTH OF NEXTEN		EXPIRATION DATE AFTER CHANGE	
No □ Yes									June 30, 2014
VALUE/COST OF CHANGE NOTICE: ESTIMATED REVISED AGGREGATE CONTRACT VALUE:				ONTRACT VALUE:					
\$24,331.16				\$	223,766	.18			

Effective May 7, 2013, the attached list of items are ADDED to this Contract. In addition, the Contract value is INCREASED by \$24,331.16.

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

Per agency request, vendor agreement, and the approval of DTMB Procurement.



#### QIAGEN Agreement # DXSK20130311B

Connie Good Michigan Department of Community Health 320 South Walnut Street Lansing, MI 48909

May 2, 2013

Account Number(s): 43235. 306790, 306967, 39450, 41078, 95716

Offer valid until 6/30/2014. Agreement valid until 6/30/2014.

Quote valid for Only the sold-to accounts listed.

Catalog #	Product	Your Price	Qty	Ext. Price
51304	QIAamp DNA Mini Kit (50)	147.44	2	294.88
19155	QIAGEN Protease (7.5 AU)	66.74	4	266.94
61904	QIAamp DSP Viral RNA Mini Kit (50)	234.74	2	469.48
972804	PyroMark Gold Q96 Reagents (5 x 96)	414.90	4	1,659.60
979004	PyroMark Q96 Cartridge (3)	366.30	2	732.60
979006	PyroMark Binding Buffer (200 ml)	42.48	2	84.96
979007	PyroMark Denaturation Sol. (500 ml)	42.48	2	84.96
979008	PyroMark Wash Buffer (conc., 200 ml)	42.48	2	84.96
979009	PyroMark Annealing Buffer (250 ml)	43.47	2	86.94
979010	PyroMark Vacuum Prep Filter Probe (100)	252.90	2	505.80
19131	QIAGEN Proteinase K (2)	79.15	1	79.15
63206	DyeEx 2.0 Spin Kit (250)	713.92	6	4,283.52
204352	QuantiFast Probe PCR+ROX Vial Kit (80)	109.61	12	1,315.32
201913	dNTP Set, PCR Grade 100mM, (4x250μl)	198.85	1	198.85
Total			\$	10,147.97

Shipping Method:

Shipping Charge: Prepaid And Added To Invoice State Of Michigan Contract Pricing: 071B1300322

Please mention agreement number DXSK20130311B when placing an order to receive proper discounting.

Thank you for choosing Qiagen.

Customer Number: 43235, 306790, 306967, 39450, 41078

Form No. DMB 234 (Rev. 1/96) AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract will not be executed unless form is filed

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

July 1, 2011

530 W. ALLEGAN, LANSING, MI 48933

#### NOTICE TO

CONTRACT NO. <u>071B1300322</u>
between
THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE Adrienne Helgerman
QIAGEN Inc.		1-800-426-8157
27220 Turnberry Lane		CONTRACTOR NUMBER/MAIL CODE
Suite 200		
Valencia, CA 91355-1005		BUYER/CA (517) 373-7396
Email: custome	ercare@qiagen.com	Kristen Robel
Contract Compliance Inspector: Penny Saites (517) 335-	-5096	
Laboratory Testing Kits, Reagents and Cons	umables – Depa	rtment of Community Health
CONTRACT PERIOD:3 Years, 2 One-Year Options From:	July 1, 2011	To: <b>June 30, 2014</b>
TERMS	SHIPMENT	
Net 45 Days		2 Days ARO
F.O.B.	SHIPPED FROM	
Destination		N/A
ALTERNATE PAYMENT OPTIONS:		
☐ P-card ☐ Direct Voucher (DV)	)	Other
MINIMUM DELIVERY REQUIREMENTS		
N/A		
MISCELLANEOUS INFORMATION:		

Estimated Contract Value: \$199,435.02

Form No. DMB 234 (Rev. 1/96) AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract will not be executed unless form is filed

Date

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

# CONTRACT NO. <u>071B1300322</u> between THE STATE OF MICHIGAN

ar	nd	
NAME & ADDRESS OF CONTRACTOR		TELEPHONE Adrienne Helgerman
QIAGEN Inc.		1-800-426-8157
27220 Turnberry Lane		CONTRACTOR NUMBER/MAIL CODE
Suite 200		
Valencia, CA 91355-1005		BUYER/CA (517) 373-7396
	rcare@qiagen.com	Kristen Robel
Contract Compliance Inspector: Penny Saites (517) 335- Laboratory Testing Kits, Reagents and Cons		artment of Community Health
	July 1, 2011	To: <b>June 30, 2014</b>
TERMS	SHIPMENT	
Net 45 Days		2 Days ARO
F.O.B.	SHIPPED FROM	1
Destination		N/A
ALTERNATE PAYMENT OPTIONS:		
☐ P-card ☐ Direct Voucher (DV)		] Other
MINIMUM DELIVERY REQUIREMENTS  N/A		
I MISCELLANEOUS INFORMATION:		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are th	ose of ITB 071I	1300146. this Contract
The terms and conditions of this Contract are th		· · · · · · · · · · · · · · · · · · ·
	t of any conflict	s between the specifications,
The terms and conditions of this Contract are th Agreement and the vendor's quote. In the even	t of any conflict	s between the specifications,
The terms and conditions of this Contract are the Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.	t of any conflict	s between the specifications,
The terms and conditions of this Contract are th Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State	t of any conflict	s between the specifications,
The terms and conditions of this Contract are th Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02	t of any conflict and those indi	s between the specifications, cated by the vendor, those of
The terms and conditions of this Contract are th Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem	t of any conflict and those indi	s between the specifications, cated by the vendor, those of on the basis of our inquiry
The terms and conditions of this Contract are the Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem bearing the ITB No. 07111300146. Orders for delications and conditions of this Contract Agreem bearing the ITB No. 07111300146.	t of any conflict and those indi ent is awarded ivery will be iss	on the basis of our inquiry ued directly by the Department
The terms and conditions of this Contract are th Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem	t of any conflict and those indi ent is awarded ivery will be iss	on the basis of our inquiry ued directly by the Department
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The terms and conditions of this Contract are the Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem bearing the ITB No. 071I1300146. Orders for delign of Technology, Management & Budget through the ITB No. 1999.	t of any conflict and those indi ent is awarded ivery will be iss he issuance of	on the basis of our inquiry ued directly by the Department a Purchase Order Form.
The terms and conditions of this Contract are the Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem bearing the ITB No. 071I1300146. Orders for delign of Technology, Management & Budget through the ITB No. 1999.	t of any conflict and those indi ent is awarded ivery will be iss he issuance of	on the basis of our inquiry ued directly by the Department a Purchase Order Form.
The terms and conditions of this Contract are the Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem bearing the ITB No. 071I1300146. Orders for delicated of Technology, Management & Budget through the All terms and conditions of the invitation to bid and the state of the state o	t of any conflict and those indi ent is awarded ivery will be iss he issuance of are made a part	on the basis of our inquiry ued directly by the Department a Purchase Order Form.
The terms and conditions of this Contract are the Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem bearing the ITB No. 071I1300146. Orders for delicated of Technology, Management & Budget through the All terms and conditions of the invitation to bid and the state of the state o	t of any conflict and those indi ent is awarded ivery will be iss he issuance of are made a part	on the basis of our inquiry ued directly by the Department a Purchase Order Form.
The terms and conditions of this Contract are the Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem bearing the ITB No. 071I1300146. Orders for delignof Technology, Management & Budget through the All terms and conditions of the invitation to bid a FOR THE CONTRACTOR:	t of any conflict and those indi ent is awarded ivery will be iss he issuance of are made a part	on the basis of our inquiry ued directly by the Department a Purchase Order Form.
The terms and conditions of this Contract are the Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem bearing the ITB No. 071I1300146. Orders for delicated of Technology, Management & Budget through the All terms and conditions of the invitation to bid a FOR THE CONTRACTOR:  QIAGEN Inc.  Firm Name	e and those indicate and those indicate ent is awarded livery will be issuance of are made a part	on the basis of our inquiry ued directly by the Department a Purchase Order Form. hereof.  Signature Kristen Robel / Buyer
The terms and conditions of this Contract are the Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem bearing the ITB No. 071I1300146. Orders for delicated of Technology, Management & Budget through the All terms and conditions of the invitation to bid a GIAGEN Inc.	e and those indicate and those indicate ent is awarded every will be issuance of the issuance of the issuance are made a part	on the basis of our inquiry ued directly by the Department a Purchase Order Form.  hereof.  Signature Kristen Robel / Buyer Name/Title
The terms and conditions of this Contract are the Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem bearing the ITB No. 071I1300146. Orders for delicated of Technology, Management & Budget through the All terms and conditions of the invitation to bid a FOR THE CONTRACTOR:  QIAGEN Inc.  Firm Name	e and those indicate and those indicate ent is awarded every will be issuance of the issuance of the issuance are made a part	on the basis of our inquiry ued directly by the Department a Purchase Order Form. hereof.  Signature Kristen Robel / Buyer
The terms and conditions of this Contract are the Agreement and the vendor's quote. In the even and terms and conditions, indicated by the State the State take precedence.  Estimated Contract Value: \$199,435.02  THIS IS NOT AN ORDER: This Contract Agreem bearing the ITB No. 071I1300146. Orders for delicated of Technology, Management & Budget through the All terms and conditions of the invitation to bid a FOR THE CONTRACTOR:  QIAGEN Inc.  Firm Name	e and those indicate and those indicate ent is awarded every will be issuance of the issuance of the issuance are made a part	on the basis of our inquiry ued directly by the Department a Purchase Order Form.  hereof.  Signature Kristen Robel / Buyer Name/Title

Date

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#### **Definitions**

This section provides definitions for terms used throughout this document.

**Business Day** - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

Buyer – the DTMB-Purchasing Operations employee identified on the cover page of this RFP.

**Chronic Failure** - as defined in applicable Service Level Agreements.

**Contract** – based on this RFP, an agreement that has been approved and executed by the awarded Contractor, the DTMB-Purchasing Operations Director, and the State Administrative Board.

**Contractor** – the awarded Contractor after the Effective Date.

Days - Business Days unless otherwise specified.

**Deleted Not Applicable** - the section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

**Deliverable(s)** - physical goods or commodities as required or identified in a Statement of Work.

Eastern Time – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

**Effective Date** - the date that a binding contract is executed by the final party.

Final Acceptance - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

**Key Personnel** - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contractor Key Personnel, subject to the restrictions of Section 2.4.2.

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

Purchase Order - a written document issued by the State that requests full or partial performance of the Contract.

**State** - the State of Michigan.

**State Location** - any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

**Stop Work Order** - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.

**Subcontractor** - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.

**Unauthorized Removal** - the Contractor's removal of Key Personnel without the prior written consent of the State.

#### **Article 1 – Statement of Work**

#### 1.1 Project Identification

#### 1.1.1 Project Request

This is a Contract for laboratory testing kits, reagents and consumables for the Michigan Department of Community Health (MDCH), Bureau of Laboratories. These items are required for the Microbiology/Virology and Newborn Screening Sections as follows:

**Microbiology/Virology**: Qiagen kits, reagents and consumables necessary to perform validated assays relative to TB genotyping and HIV genotyping for the Center for Disease Control (CDC). Hepatitis C Virus (HCV), BioTerrorism Agent testing and pertussis testing are among the principal assays also being performed utilizing these agents.

**Newborn Screening Laboratory**: Qiagen buffers are necessary reagents for the cystic fibrosis and severe combined immunodeficiency disorder (SCID) screening.

#### 1.1.2 Background- Deleted Not Applicable

#### 1.2 Scope of Work and Deliverable(s)

#### 1.2.1 In Scope – Deleted Not Applicable

#### 1.2.2 Deliverable(s)

The Contractor must provide the Deliverables indicated in Attachment A.

#### 1.2.3 Quantity

The State is not obligated to purchase in any specific quantity.

#### 1.2.4 Ordering

The State will issue a Purchase Order, which must be approved by the Contract Compliance Inspector, to order any Deliverable(s). The Contractor is not authorized to begin performance until receipt of a Purchase Order.

#### 1.2.5 Alternate Bids- Deleted Not Applicable

#### 1.3 Management and Staffing

#### 1.3.1 Project Management- Deleted Not Applicable

#### 1.3.2 Reports- Deleted not applicable

#### 1.3.3 Staff, Duties, and Responsibilities- Deleted Not Applicable

#### 1.3.4 Meetings

The State may request meetings as it deems appropriate.

#### 1.3.5 Place of Performance

The Contractor must list the location of all facilities that will be involved in performing the Contract:

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
19300 Germantown Road Germantown, MD 20874	QIAGEN Inc.	
QIAGEN Strasse 1 40724 Hilden	QIAGEN GmbH	

#### 1.3.6 Reserved

#### 1.3.7 Binding Commitments- Deleted, Not Applicable

#### 1.3.8 Training- Deleted, Not Applicable

#### 1.3.9 Security- Deleted, Not Applicable

#### 1.4 Delivery and Acceptance

#### 1.4.1 Time Frames

All Deliverable(s) must be delivered within two (2) days after receipt of order. The receipt of order date is governed in the same manner as notices sent under Section 2.3.6, Notices.

#### 1.4.2 Minimum Order

There is no minimum order for this Contract.

#### 1.4.3 Packaging

Packaging and containers must meet the current requirements of state and federal law applicable to rail and motor carrier freight classifications, which will permit application of the lowest freight rate.

#### 1.4.4 Palletizing- Deleted, Not Applicable

#### 1.4.5 Delivery Term

Unless specified otherwise below, delivery is governed by Section 2.8.2, Delivery Responsibilities.

Shipments are "F.O.B. Destination" with transportation charges prepaid on all orders that meet the minimum order requirement specified in Section 1.4.2, Minimum Order.

#### 1.4.6 Acceptance Process

The acceptance process is defined in Section 2.8.4, Acceptance of Deliverable(s).

#### 1.4.7 Criteria

The State will use the following criteria to determine acceptance of Deliverable(s):

All kits must meet the quality control requirements of the MDCH Bureau of Laboratories. This includes, but is not limited to expiration dates. Any materials that are damaged or fail to pass quality control will be returned to the vendor, at the vendor's expense, and replaced at no charge.

All products are to be shipped at MDCH Bureau of Laboratories request only.

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 these or any other quantities.

#### 1.5 Proposal Pricing

#### 1.5.1 Pricing

Prices are fixed for all Deliverable(s) in Attachment A.

If applicable, the Contractor must include the administrative fee in Section 2.22.2, State Administrative Fee, in its proposed prices.

#### 1.5.2 Quick Payment Terms – Deleted Not Applicable

#### 1.5.3 Price Term

Prices in **Attachment A** are firm with prospective renegotiation at an agreed upon time. The criteria for a re-determination of pricing are under Section 2.3.5, Price Changes.

#### 1.5.4 Tax Excluded from Price

- (a) Sales Tax: The State is exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax. DTMB-Purchasing Operations will furnish exemption certificates for sales tax upon request.
- (b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Contractor's prices must not include the Federal Excise Tax.

#### 1.5.5 Invoices

The Contractor's invoice should include the following:

- (a) Date
- (b) PO#
- (c) Quantity
- (d) Deliverable
- (e) Unit Price
- (f) Shipping Cost (if any)
- (g) Total Price

#### 1.6 Commodity Requirements

#### 1.6.1 Customer Service

The Contractor is able to receive orders by the following methods: electronically, phone, facsimile transmission, or by written order. The Contractor has internal controls, approved by DTMB-Purchasing Operations, to: (a) ensure that only authorized individuals place orders; and (b) verify any orders that appear to be abnormal.

The Contractor has a Customer Care Team that can be reached Monday-Friday except holidays 5:00 A.M. to 5:00 P.M. Pacific Time to process orders. The contact information is as follows: Phone: 1-800-426-8157, Fax: 1-800-718-2056, Email: customercare@qiagen.com.

#### 1.6.2 Research and Development

The Contractor invests heavily in new technology and molecular testing research and development.

#### 1.6.3 Quality Assurance Program

The Contractor follows cGMP guidelines.

#### 1.6.4 Warranty for Deliverable(s)

The Contractor warrants that, at the time of shipment, the consumables, kit and supplies ("Products") sold by it are free from defects in materials and workmanship and conform to Contractor's Supplier's specifications, if any, that accompany the Products. The Contractor agrees to replace any defective or nonconforming Product (provided that such nonconformity was not caused by misuse or negligence of the State). Such replacement, or the refund to the invoice process of the Products, shall be the sole and exclusive remedy of the State for any liability of the Contractor of any kind, including, but not limited to, liability based upon warranty (expressed or implied, whether contained herein or elsewhere), strict liability, contract or other. All third party expenses include any applicable transportation, handling, customs and related costs associated with the return and/or replace of such Product, if determined to be nonconforming, shall be paid by the Contractor.

Returns: All claims, including without limitation for nonconforming Products, shortage or any other cause whatsoever, will be deemed waived unless made by the State and received by Contractor by 30 days after the State's receipt of Products, in the case of any nonconformities or deficiencies reasonably ascertainable by visual inspection or routine testing procedures. The State's failure to give notice of any claim within the applicable time period specified above, will be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have been discovered or whether processing or use of Products shall have then taken place.

In the event of a return, the following process will be follows: Products must be returned in their original packaging and in resalable conditions. The State must obtain authorization for all return of Products from a Contractor's Customer Care or Technical Services Representative. A Returned Good Authorization number shall be assigned and must be included in the shipping documentation. Some products may not be eligible for return due to regulatory or storage requirements.

- (a) Returns Due to Nonconforming Product. If the State chooses to return nonconforming (i.e. does not confirm to Specifications) Products under Contractor's Product Warranty, Contractor will not assess the Product to verify the nonconformance. If the Products are found to be nonconforming, Contractor shall send a replacement with 48 hours of all stocked items. If the State is asked by Contractor to return the nonconforming Product, Contractor will pay for the return shipping charges as well.
- (b) Returns Due to the State's Ordering Error, Products ordered in error are returnable within thirty (30) days after shipment was started by Contractor; provided that the Products being returned remain unopened and suitable or resale, as determined by Contractor in its sole discretion. The State must pay for the returned freight. A credit shall be issued for the invoiced price of the returned Products less (1) a restocking fee of the greater of 20% of the return value or \$25.00 and (2) freight costs incurred by Contractor for the shipment to and/or from the State. Special orders, non-stocked items and discontinued reagents may not be returned.

#### 1.6.5 Special Incentives

Return Policy: Contractor has satisfaction guarantee policy, which means that if the State is not entirely satisfied with the performance of a QIAGEN product, the Contractor will exchange or refund the product. The Technical Service Department is available to answer questions by calling 1-800-362-77367. If the State wishes to exchange or return the product, a Return Authorization (RA) number will be issued.

Products ordered, shipped or billed in error can be returned for exchange for credit.

#### 1.6.6 Energy Efficiency

QIAGEN products in this Contract are consumable kits and therefore are not qualified to be considered energy efficient.

#### 1.6.7 Environmental Requirements

The State prefers to purchase products that impact the environment less than competing products. Environmental components that may be considered include: recycled content, recyclability, and the presence of undesirable materials in the products, especially persistent, bioaccumulative, and toxic chemicals.

#### 1.6.8 Recycled Content and Recyclability

**Deliverable(s)**. Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials.

#### 1.6.9 Materials Identification and Tracking

(a) **Hazardous Chemical Identification**. Material Safety Data Sheets must be submitted in accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001 *et seq.*, as amended. This list must be updated whenever any other chemical to be delivered is hazardous.

Contractor's Material Safety Data Sheets are available online at <a href="http://www.qiagen.com/support/msds.aspx">http://www.qiagen.com/support/msds.aspx</a>. Contractor does not provide its customers with MSDS with any product delivery.

- (b) **Mercury Content**. Contractor product does not contain Mercury.
- (c) **Brominated Flame Retardants**. Contractor product does not contain Brominated Flame Retardants.
- (d) **Environmental Permits and Requirements**. The Contractor must immediately notify DTMB-Purchasing Operations of the receipt of any EPA, State, or local agency communication indicating that any of the Contractor's facilities are in violation of applicable environmental laws.

#### 1.7 Extended Purchasing

#### 1.7.1 MiDEAL

The Contractor must supply Deliverable(s) to the State and MiDEAL Members at the established State Contract prices and terms, subject to Section 2.22.1, MiDEAL Requirements.

#### 1.7.2 State Employee Purchases- Deleted - Not Applicable

#### **Article 2 – Terms and Conditions**

#### 2.1 Contract Term

#### 2.1.1 Contract Term

The Contract term begins July 1, 2011 and expires June 30, 2014. All outstanding Purchase Orders will expire upon the termination of the Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Purchasing Operations. Absent an early termination, Purchase Orders issued, but not expired, by the end of the Contract's term will remain in effect until the next September 30.

#### 2.1.2 Options to Renew

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of the Contract.

#### 2.2 Payments and Taxes

#### 2.2.1 Fixed Prices for Deliverable(s)

Prices are fixed for all Deliverable(s).

#### 2.2.2 Payment Deadlines

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 45 days after receipt.

#### 2.2.3 Invoicing and Payment - In General -Deleted Not Applicable

#### 2.2.4 Pro-ration - Deleted Not Applicable

#### 2.2.5 Final Payment and Waivers

The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

#### 2.2.6 Electronic Payment Requirement

As required by MCL 18.1283a, the Contractor must electronically register with the State at <a href="http://www.michigan.gov/cpexpress">http://www.michigan.gov/cpexpress</a> to receive electronic fund transfer (EFT) payments.

#### 2.2.7 Employment Taxes

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

#### 2.2.8 Sales and Use Taxes

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.

#### 2.3 Contract Administration

#### 2.3.1 Issuing Office

This Contract is issued by DTMB-Purchasing Operations on behalf of the Michigan Department of Community Health, Bureau of Laboratories (State). <a href="https://docs.org/purchasing-purcha

Kristen Robel, Buyer
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
RobelK@michigan.gov
517-373-7396

#### 2.3.2 Contract Compliance Inspector

The Contract Compliance Inspector, named below, will monitor and coordinate Contract activities during its term. However, monitoring of this Contract implies <u>no authority to modify the terms and conditions of this Contract, including the prices and specifications.</u>

Penny Saites, Manager Grants & Purchasing Section Department of Community Health Lewis Cass Building, 4<sup>th</sup> Floor 320 So. Walnut Street Lansing, MI 48913 saitesp@michigan.gov Phone: (517) 335-5096

Fax: (517) 241-4845

#### 2.3.3 Project Manager

The Project Manager, named below, will oversee the project on a day-to-day basis. However, management of the project implies no authority to modify the terms and conditions of this Contract, including the prices and specifications.

Connie Good, Accounting Technician Department of Community Health, Bureau of Laboratories 3350 N. MLK, Lansing, MI 48909 goodc@michigan.gov

Phone: 517-335-8058 Fax: 517-335-9776

#### 2.3.4 Contract Changes

- (a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under this Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.
- (b) The State or the Contractor may propose changes to this Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Purchasing Operations will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of this Contract (Contract Change Notice).
- (c) No proposed change may be performed until DTMB-Purchasing Operations issues a duly executed Contract Change Notice for the proposed change and Contractor count-signs said Contract Change Notice.

#### 2.3.5 Price Changes

If allowed by Section 1.5.3, Price Term, the State and the Contractor will complete a pricing review (Review) every 365 days following the Effective Date, to allow for changes based on actual costs incurred. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of

proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

- (a) The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.
- (b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.
- (c) In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.
- (d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one year option, if available.
- (e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.
- (f) Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

#### 2.3.6 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

#### If to State:

State of Michigan DTMB-Purchasing Operations Attention: Kristen Robel PO Box 30026 530 West Allegan Lansing, MI 48909 RobelK@michigan.gov 517-335-0230

If to Contractor:
Qiagen Inc.
1201 Clopper Road
Gaithersburg, MD 20878
Attn: Legal Department
800-426-8157 or 661-702-3000

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

#### 2.3.7 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under this Contract.

#### 2.3.8 Assignments

- (a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.
- (b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold

approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

#### 2.3.9 Equipment

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

#### 2.3.10 Facilities - Deleted Not Applicable

#### 2.4 Contract Management

#### 2.4.1 Contractor Personnel Qualifications - Deleted Not Applicable

#### <u>2.4.2 Contractor Key Personnel – Deleted Not Applicable</u>

#### 2.4.3 Removal or Reassignment of Personnel at the State's Request

The State may require the Contractor to remove or reassign personnel if the State has legitimate, good-faith reasons articulated in a notice to the Contractor. Replacement personnel must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected.

#### 2.4.4 Contractor Personnel Location – Deleted Not Applicable

#### 2.4.5 Contractor Identification

The Contractor's employees must be clearly identifiable while on State property, and must clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

#### 2.4.6 Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with the State and its agents and other Contractors, including the State's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to this Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

#### 2.4.7 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of the State. 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.

#### 2.4.8 Contractor Return of State Equipment/Resources – Deleted Not Applicable

#### 2.4.9 Background Checks

The State may investigate the Contractor's personnel before granting access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine eligibility for working within State facilities and systems. The investigations will include a Michigan State Police background check (ICHAT) and may include a Criminal Justice Information Services (CJIS) fingerprint check. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the CJIS fingerprint check.

#### 2.4.10 Compliance With State Policies

All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources, available at <a href="http://www.michigan.gov/pcpolicy">http://www.michigan.gov/pcpolicy</a>. Contractor personnel must agree to the State's security and acceptable use policies before the State grants access to its IT equipment and resources. The Contractor must provide these policies to prospective personnel before requesting access from the State. Contractor personnel must comply with all physical security procedures in State facilities.

#### 2.5 Subcontracting by Contractor

#### 2.5.1 Contractor Responsible

The Contractor is responsible for the completion of all Deliverable(s). The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any charges for Deliverable(s). The Contractor must make all payments to its Subcontractors or suppliers. Except as otherwise agreed in writing, the State is not obligated to make payments for the Deliverable(s) to any party other than the Contractor.

#### 2.5.2 State Approval of Subcontractor

- (a) The Contractor may not delegate any duties under this Contract to a Subcontractor unless DTMB-Purchasing Operations gives prior approval to the delegation. The State is entitled to receive copies of and review all subcontracts. The Contractor may delete or redact any proprietary information before providing it to the State.
- (b) The State may require the Contractor to terminate and replace any Subcontractor the State reasonably finds unacceptable. The required replacement of a Subcontractor must be written and contain reasonable detail outlining the State's reasons. If the State exercises this right, and the Contractor cannot immediately replace the Subcontractor, the State will agree to an equitable adjustment in the schedule or other terms that may be affected by the State's required replacement. If this requirement results in a delay, the delay will not be counted against any applicable Service Level Agreement (SLA).

#### 2.5.3 Subcontract Requirements

Except where specifically approved by the State, Contractor must include the obligations in Sections 2.24.2, Media Releases, 2.4, Contract Management, 2.11, Confidentiality, 2.12, Records and Inspections, 2.13, Warranties, 2.14, Insurance, and 2.23, Laws, in all of its agreements with Subcontractors.

#### 2.5.4 Competitive Selection

Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

#### 2.6 Reserved

#### 2.7 Performance

#### 2.7.1 Time of Performance

- (a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the State and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

#### 2.7.2 Service Level Agreements - Deleted Not Applicable

#### 2.7.3 Liquidated Damages - Deleted Not Applicable

#### 2.7.4 Excusable Failure

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

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of this Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure 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, including disaster recovery plans.

#### 2.8 Acceptance of Deliverable(s) – Deleted Not Applicable

#### 2.8.1 Quality Assurance

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

#### 2.8.2 Delivery Responsibilities

Unless otherwise specified by the State in Section 1.4.5, Delivery Term, the following are applicable to all deliveries:

- (a) The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
- (b) The Contractor must ship the Deliverable(s) "F.O.B. Destination."
- (c) The State will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

#### 2.8.3 Process for Acceptance of Deliverable(s)

The State's review period for acceptance of the Deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify the State's review period, it is by default 30 Days for a Deliverable (State Review Period). The State will notify the Contractor by the end of the State Review Period that either:

- (a) the Deliverable is accepted in the form delivered by the Contractor;
- (b) the Deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.

If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the Deliverable(s) with an explanation that demonstrates all corrections have been made to the original Deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected Deliverable.

#### 2.8.4 Acceptance of Deliverable(s)

(a) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of the Deliverable(s). The State Review Period will begin on the first Business Day following the State's receipt of the Deliverable(s).

- (b) The State may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.
- (c) The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within a reasonable time at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of State approval.
- (d) If, after three opportunities the Contractor is unable to correct all deficiencies, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep this Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate this Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.
- (e) The State, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

#### 2.8.5 Process for Approval of Written Deliverable(s) -Deleted Not Applicable

#### 2.8.6 Process for Approval of Services -Deleted Not Applicable

#### 2.8.7 Final Acceptance

Unless otherwise stated in the Statement of Work, "Final Acceptance" of a Deliverable occurs when that Deliverable has been accepted by the State following the applicable State Review Period.

#### 2.9 Ownership -Deleted Not Applicable

#### 2.10 State Standards -Deleted Not Applicable

#### 2.11 Confidentiality

#### 2.11.1 Confidential Information

As used in this Section, "Confidential Information" means all information of the parties, except information that is:

- (a) disclosable under the Michigan Freedom Of Information Act (FOIA);
- (b) now available or becomes available to the public without breach of this Contract;
- (c) released in writing by the disclosing party;
- (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information;
- (e) publicly disclosed pursuant to federal or state law; or
- (f) independently developed by the receiving party without reference to Confidential Information of the furnishing party.

#### 2.11.2 Protection and Destruction of Confidential Information

- (a) Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Neither the Contractor nor the State will: (i) make any use of the Confidential Information of the other except as contemplated by this Contract; (ii) acquire any interest or license in or assert any lien against the Confidential Information of the other; or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information.
- (b) Each party will limit disclosure of the other party's Confidential Information to employees, agents, and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where: (i) use of a Subcontractor is authorized under this Contract; (ii) the

disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility; and (iii) Contractor obligates the Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access to the State's Confidential Information may be required to execute a separate agreement to be bound by the confidentiality requirements of this Section.

(c) Upon termination of this Contract, Contractor must promptly return the State's Confidential Information or certify to the State that Contractor has destroyed all of the State's Confidential Information.

#### 2.11.3 Exclusions

The provisions of Section 2.11, Confidentiality, will not apply where the receiving party is required by law to disclose the other party's Confidential Information, provided that the receiving party: (i) promptly provides the furnishing party with notice of the legal request; and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

#### 2.11.4 No Obligation to Disclose

Nothing contained in Section 2.11, Confidentiality, will be construed as obligating a party to disclose any particular Confidential Information to the other party.

#### 2.11.5 Security Breach Notification

If Contractor breaches this Section, it must (i) promptly cure any deficiencies in Contractor's internal security controls; and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized access, use, or disclosure. Contractor must notify the State of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within 10 days of becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances. The State may require Contractor to purchase credit monitoring services for any individuals affected by the breach.

#### 2.12 Records and Inspections

#### 2.12.1 Inspection of Work Performed – Deleted Not Applicable

#### 2.12.2 Retention of Records

- (a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).
- (b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

#### 2.12.3 Examination of Records

The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract during normal business hours, at Contractor's facility and at the State's own expense. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

#### 2.12.4 Audit Resolution

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

#### 2.12.5 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of this Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of this Contract, whichever is earlier. (b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

#### 2.13 Warranties

#### 2.13.1 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable of fulfilling and will fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.
- (c) It is qualified and registered to transact business in all locations where required.
- (d) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two days of learning about it.
- (e) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of the State would be influenced. The Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (f) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (g) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Contractor for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other Contractor before the award of this Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.
- (h) All financial statements, reports, and other information furnished by the Contractor to the State in connection with the award of this Contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.
- (i) All written information furnished to the State by or for the Contractor in connection with the award of this Contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.
- (j) It will immediately notify DTMB-Purchasing Operations if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after this Contract is awarded.

#### 2.13.2 Warranty of Merchantability

The Deliverable(s) provided by the Contractor must be merchantable.

#### 2.13.3 Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this Contract.

#### 2.13.4 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to the State. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

#### 2.13.5 Equipment Warranty-Deleted Not Applicable

#### 2.13.6 New Deliverable(s)

The Contractor must provide new Deliverable(s) where the Contractor knows or has the ability to select between new or like-new Unless specified in Article 1, Statement of Work, equipment that is assembled from new or serviceable used

parts that are like new in performance is acceptable only where the Contractor does not have knowledge or the ability to select one or the other.

#### 2.13.7 Prohibited Products

Shipping of salvage, distressed, outdated, or discontinued goods to any State agency will be considered a material default by the Contractor. The brand and product number offered for all items will remain consistent for the term of this Contract, unless DTMB-Purchasing Operations has approved a change order under Section 2.3.4, Contract Changes.

#### 2.13.8 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

#### 2.14 Insurance

#### 2.14.1 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

- (a) The following apply to all insurance requirements:
  - (i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
  - (ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
  - (iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.
  - (iv) 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 Michigan Attorney General.

#### (b) The Contractor must:

- (i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
- (ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
- (iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
- (iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.
- (v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
- (vi) pay all deductibles.
- (vii) pay for and provide the type and amount of insurance checked **☑** below:

#### ☑ (A) Commercial General Liability Insurance

#### **Minimal Limits:**

- \$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; and
- \$1,000,000 Each Occurrence Limit.

#### Deductable maximum:

\$50,000 Each Occurrence

#### Additional Requirements:

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

#### (B) Umbrella or Excess Liability Insurance

#### Minimal Limits:

\$10,000,000 General Aggregate

#### Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

#### ☑ (C) Motor Vehicle Insurance

#### Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

#### ☐ (D) Hired and Non-Owned Motor Vehicle Coverage

#### Minimal Limits:

\$1,000,000 Per Accident

#### Additional Requirements:

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

#### **☑** (E) Workers' Compensation Insurance

#### Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

#### **Additional Requirements:**

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

#### ☑ (F) Employers Liability Insurance

#### Minimal Limits:

\$100,000 Each Accident; \$100,000 Each Employee by Disease \$500,000 Aggregate Disease

#### Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

#### 2.14.2 Subcontractor Insurance Coverage

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

#### 2.14.3 Certificates of Insurance and Other Requirements

Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. The Contractor must provide DTMB-Purchasing Operations with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. The Contractor's insurance company will provide an endorsement indicating that the coverage afforded will not be cancelled, materially changed or not renewed without endeavoring to provide 30 days prior notice, except for 10 days for nonpayment of premium to the Director of DTMB-Purchasing Operations.

#### 2.15 Indemnification

#### 2.15.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged from the defective design or manufacture of the products provided.

#### 2.15.2 Code Indemnification - Deleted Not Applicable

#### 2.15.3 Employee Indemnification

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

#### 2.15.4 Patent/Copyright Infringement Indemnification

- (a) To the extent permitted by law, the Contractor must indemnify and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.
- (b) If, in the State's or the Contractor's reasonable opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to the State's reasonable satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this 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.
- (c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of the State; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by the State; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

#### 2.15.5 Continuing Obligation

The Contractor's duty to indemnify under Section 2.15, Indemnification, continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

#### 2.15.6 Indemnification Procedures

These procedures apply to all indemnity obligations:

- (a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State in defending against the claim during that period.
- (b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain prior approval of the State before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim. The State may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's receipt of the Contractor's information requested by the State under clause (ii) of this paragraph, if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.

#### 2.15.7 Limitation of Liability

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

#### 2.16 Termination by the State

#### 2.16.1 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a 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.

#### 2.16.2 Termination for Cause

- (a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.
- (b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, reasonable attorneys' fees and court costs. (c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that

are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

#### 2.16.3 Termination for Convenience

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

#### 2.16.4 Termination for Non-Appropriation

- (a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available. The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.
- (b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.
- (c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

#### 2.16.5 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty if 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 related to a State, public, or private Contract or subcontract.

#### 2.16.6 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for all work-in-progress performed through the effective date of the termination. This Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

#### 2.16.7 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must:
  - (i) stop all work as specified in the notice of termination;
  - (ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;
  - (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
  - (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of this Contract (which will be provided to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials):
  - (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
  - (vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.
- (b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate

item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

#### 2.16.8 Reservation of Rights

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

#### 2.16.9 Contractor Transition Responsibilities

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation. This transition pertains to products set forth in this Contract.

#### 2.16.10 Transition Payments

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at the Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.

#### 2.17 Termination by the Contractor

#### 2.17.1 Termination

If the State breaches this Contract and the Contractor, in its sole discretion, determines that the breach is curable, then the Contractor will provide the State with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if the State: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the Deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 2.20, Dispute Resolution, before it terminates the Contract.

#### **2.18 Stop Work**

- 2.18.1 Stop Work Order Deleted Not Applicable
- <u>2.18.2 Termination of Stop Work Order Deleted Not Applicable</u>
- 2.18.3 Allowance of the Contractor's Costs Deleted Not Applicable

#### 2.19 Reserved

#### 2.20 Dispute Resolution

#### 2.20.1 General

- (a) The Contractor must submit any claim related to this Contract to the State under Section 2.3.6, Notices, together with all supporting documentation for the claim.
- (b) The representatives of the Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information related to the claim.
- (c) During the course of negotiations, each party will honor all reasonable requests made by the other for non-privileged information reasonably related to the claim.

#### 2.20.2 Informal Dispute Resolution

- (a) If, after a reasonable time following submission of a claim under Section 2.20.1, General, the parties are unable to resolve the claim, the parties must meet with the Director of DTMB-Purchasing Operations, or his or her designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings.
- (b) Within 60 calendar days of the meeting with the Director of DTMB-Purchasing Operations, or such other time as agreed to by the parties, the Director of DTMB-Purchasing Operations will issue a written recommendation regarding settlement of the claim. The Contractor must notify DTMB-Purchasing Operations within 21 days after the recommendation is issued whether the Contractor accepts or rejects the recommendation. Acceptance by the Contractor constitutes the final resolution of the claim addressed in the recommendation, and the Contractor may not assert that claim in any future litigation or other proceeding between the parties.
- (c) The recommendation of the Director of DTMB-Purchasing Operations is not admissible in any future litigation or other proceeding between the parties. The conduct and statements made during the course of negotiations or dispute resolution under Section 2.20, Dispute Resolution, are subject to Michigan Rule of Evidence 408 and are not admissible in any future litigation or other proceeding between the parties.
- (d) This section will not be construed to prohibit either party from instituting formal proceedings to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.20.3, Injunctive Relief.
- (e) DTMB-Purchasing Operations will not mediate disputes between the Contractor and any other entity, except State agencies, concerning responsibility for performance of work.

#### 2.20.3 Injunctive Relief

A claim between the State and the Contractor is not subject to the provisions of Section 2.20.2, Informal Dispute Resolution, where a party makes a good faith determination that a breach of this Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.

#### 2.20.4 Continued Performance

Each party will continue performing its obligations under this Contract while a claim is being resolved, except to the extent the claim precludes performance and without limiting either party's right to terminate this Contract as provided in Section 2.16, Termination by the State or Section 2.17, Termination by the Contractor. A claim involving payment does not preclude performance.

#### 2.21 Disclosure Responsibilities

#### 2.21.1 Disclosure of Litigation

- (a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:
  - (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
  - (ii) A parole or probation Proceeding:
  - (iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
  - (iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.
- (b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.
- (c) If any Proceeding that is disclosed to the State or of which the State otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about: (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

#### 2.21.2 Other Disclosures

The Contractor must notify DTMB-Purchasing Operations within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

#### 2.21.3 Call Center Disclosure - Deleted Not Applicable

#### 2.22 Extended Purchasing

#### 2.22.1 MiDEAL Requirements

- (a) The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing.
- (b) The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Purchasing Operations.
- (c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.
- (d) The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.

#### 2.22.2 State Administrative Fee

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals **two (2)** percent of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: *Applicable State BPO Number, report amount(s), and reporting period covered.* 

Contractor must forward the check to the following address:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Please make check payable to: State of Michigan

#### 2.22.3 State Employee Purchase Requirements- Deleted Not Applicable

#### 2.23 Laws

#### 2.23.1 Governing Law

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

#### 2.23.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

#### 2.23.3 Jurisdiction

Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

#### 2.23.4 Nondiscrimination

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

#### 2.23.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after 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.

#### 2.23.6 Environmental Provision

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

- (a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. The State must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify the State in accordance with Section 2.3.6, Notices; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.
- (b) The State may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. The State may remove the Hazardous Material, render it harmless, or terminate the affected work for the State's convenience.
- (c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws. Contractor certifies that no hazardous materials are part of this Contract.

#### 2.23.7 Freedom of Information

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

#### 2.23.8 Workplace Safety and Discriminatory Harassment

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

#### 2.23.9 Prevailing Wage - Deleted Not Applicable

#### 2.23.10 Abusive Labor Practices

The Contractor may not furnish any Deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed

by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

#### 2.24 General Provisions

#### 2.24.1 Bankruptcy and Insolvency

The State may, without prejudice to any other right or remedy, fully or partially terminate this Contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method the State deems appropriate if:

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

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

#### 2.24.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

#### 2.24.3 Contract Distribution

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

#### 2.24.4 **Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of the Contract.

#### 2.24.5 Website Incorporation

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract. The State is bound to the MSDS content on the Contractor's website.

#### 2.24.6 Future Bidding Preclusion -Deleted Not Applicable

#### 2.24.7 Antitrust Assignment

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

#### 2.24.8 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

#### 2.24.9 Legal Effect

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

#### 2.24.10 Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Contract are incorporated in their entirety and form part of this Contract.

#### 2.24.11 Order of Precedence

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
- (b) The most recent Statement of Work related to this Contract;
- (c) All sections from Article 2 Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under this Contract; and
- (f) Contractor Responses contained in any of the RFP documents.

#### 2.24.12 Headings

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

#### 2.24.13 Form, Function and Utility - Deleted Not Applicable

#### 2.24.14 Reformation and Severability

Each provision of this Contract is severable from all other provisions of the Contract. If any provision of this Contract is held unenforceable, then this Contract will be modified to reflect the parties' original intent. All remaining provisions of this Contract remain in full force and effect.

#### 2.24.15 Approval

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

#### 2.24.16 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of this Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of this Contract.

#### 2.24.17 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

#### Attachment A, Pricing

Catolog Number		Unit Price	Estimated Annual Usage	Total Estimated Annual Cost
19072	Buffer AW2	\$71.10 /each	2	\$142.20
19073	Buffer AVL	\$90.75 /each	6	\$544.50
19076	ATL Buffer	\$71.10 /each	3	\$213.30
19081	Buffer AW1	\$71.10 /each	2	\$142.20
19133	QIAGEN Proteinase K (10)	\$185.76/each	16	\$2,972.16
19407	VacConnectors (500)	\$98.40 /each	6	\$590.40
51104	QIAamp DNA Blood Mini Kit (50)	\$98.56 /kit	2	\$197.12
52304	QIAamp RNA Blood Mini Kit (50)	\$233.31 /kit	2	\$466.62
52906	QIAamp Viral RNA Mini Kit (250)	\$726.01 /kit	6	\$4,356.06
57704	QIAamp MinElute Virus Spin Kit (50)	\$174.7 /kit	2	\$349.58
159992	Generation DNA Purification Soln 1 1000mls	\$770.04/each	35	\$26,951.40
159994	Generation DNA Elution Soln 2 500mls	\$450.75/each	36	\$16,227.00
203205	HotstarTaq DNA Polymerase (1000)	\$420.80/each	23	\$9, 678.40
203443	HotstarTaq Master Mix Kit (250)	\$186.30 /kit	6	\$1,117.80
210212	QIAGEN OneStep RT-PCR Kit (100)	\$421.60 /kit	6	\$2,520.60
	\$66,478.34			