



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 320 S. WALNUT ST., LANSING, MICHIGAN 48933  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
 to  
 Contract Number 220000001177

<b>CONTRACTOR</b>	QIAGEN, LLC
	19300 Germantown Road
	Germantown, MD 20874
	Terrie Wright
	850-206-1796
	terrie.wright@qiagen.com
	CV0066865

<b>STATE</b>	Program Manager	Various	MULTI
	Contract Administrator	Katie McFarland 517-930-6814 mcfarlandk1@michigan.gov	DTMB

**CONTRACT SUMMARY**

LAB EQUIPMENT, SUPPLIES, REAGENTS, AND MAINTENANCE SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2022	June 30, 2027	5 - 1 Year	June 30, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 30, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$2,637,400.00	\$0.00	\$2,637,400.00

**DESCRIPTION**

Effective October 26, 2022, pricing on this contract hereby updated, per the revised Schedule B.  
 All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

# SCHEDULE B PRICING

**Contract No. 22000001177**  
**Lab Equipment, Supplies, Reagents, and Maintenance Services**

Part #	Item Description	Unit	Current Price	Price effective 10/15/22	Agency
19051	Buffer P1 (500 ml)	EA	\$75.69	\$75.69	MDARD
19072	Buffer AW2 (concentrate, 324 ml)	EA	\$78.20	\$78.20	MDHHS
19073	Buffer AVL (155 ml)	EA	\$103.34	\$103.34	MDHHS
19076	Buffer ATL (200ml)	EA	\$101.45	\$115.43	MDHHS
19081	Buffer AW1 (concentrate, 242 ml)	EA	\$81.11	\$81.11	MDHHS
19086	Buffer EB (250ml)	EA	\$35.62	\$35.62	MDARD
19101	RNase A (17500 U)	EA	\$213.95	\$213.95	MDHHS
19112	Buffer MTL (54 ml)	EA	\$39.92	\$39.92	MDHHS
19131	QIAGEN Proteinase K (2ml)	EA	\$100.81	\$114.46	MDHHS
19133	QIAGEN Proteinase K (10 ml)	EA	\$204.17	\$204.17	MDHHS
19155	QIAGEN Protease (7.5 AU)	BO	\$73.47	\$73.47	MDHHS
19201	Collection Tubes (2-ml)	EA	\$149.98	\$149.98	MDHHS
19407	VacConnectors (500)	KT	\$108.62	\$108.62	MDHHS
19597	Investigator Lyse&Spin Basket Kit (50)	KT	\$46.46	\$52.96	MSP
19598	Investigator Lyse&Spin Basket Kit (250)	KT	\$191.58	\$218.25	MDHHS
28104	QIAquick PCR Purification Kit (50)	KT	\$115.10	\$115.10	MDHHS
47016	DNeasy PowerSoil Pro Kit (250)	KT	\$1,566.12	DELETE	MDHHS
51104	QIAamp DNA Blood Mini Kit (50)	KT	\$111.86	\$111.86	MDHHS
51304	QIAamp DNA Mini Kit (50)	KT	\$163.20	\$163.20	MDHHS
51306	QIAamp DNA Mini Kit (250)	EA	\$769.11	\$769.11	MDARD
51326	QIAamp DNA Mini QIAcube Kit (240)	KT	\$855.68	\$855.68	MDARD
52304	QIAamp RNA Blood Mini Kit (50)	KT	\$248.47	\$248.47	MDHHS
52904	QIAamp Viral RNA Mini Kit (50)	KT	\$252.41	\$252.41	MDHHS
52906	QIAamp Viral RNA Mini Kit (250)	KT	\$831.52	\$831.52	MDHHS
52962	QIAamp 96 Viral RNA Kit (10)	KT	\$4,301.25	\$4,301.25	MDHHS
56504	QIAamp DNA Investigator Kit (50)	KT	\$281.44	\$305.55	MDHHS
57704	QIAamp MinElute Virus Spin Kit (50)	KT	\$198.29	\$198.29	MDHHS
57731	QIAamp 96 Virus QIAcube HT Kit (5)	KT	\$1,542.87	\$1,542.87	MDHHS
61104	QIAamp DSP DNA Blood Mini Kit (50), CE	KT	\$164.11	\$164.11	MDHHS
61904	QIAamp DSP Viral RNA Mini Kit (50)	KT	\$256.91	\$256.91	MDHHS
62124	EZ1 DSP DNA Blood Kit (48)	KT	\$522.66	\$522.66	MDHHS
62724	EZ1 DSP Virus Kit (48)	KT	\$458.49	\$458.49	MDHHS
63206	DyeEx 2.0 Spin Kit (250)	KT	\$778.09	\$778.09	MDHHS
69104	DNeasy Plant Mini Kit (50)	KT	\$226.39	\$226.39	MDHHS
69504	DNeasy Blood & Tissue Kit (50)	KT	\$179.80	\$179.80	MDHHS

69506	DNeasy Blood & Tissue Kit (250)	KT	\$789.70	\$789.70	MDHHS
74904	RNeasy Plant Mini Kit (50)	KT	\$376.42	\$376.42	MDHHS
159992	Generation DNA Purif. Solution (1000 ml)	ML	\$817.14	\$817.14	MDHHS
159994	Generation DNA Elution Solution (500 ml)	ML	\$495.05	\$495.05	MDHHS
180479	QIAseq FX DNA Library UDI-A Kit (96)	KT	\$1,905.50	\$1,905.50	MDHHS
180480	QIAseq FX DNA Library UDI-B Kit (96)	KT	\$1,905.50	\$1,905.50	MDHHS
180481	QIAseq FX DNA Library UDI-C Kit (96)	KT	\$1,846.50	\$1,846.50	MDHHS
180482	QIAseq FX DNA Library UDI-D Kit (96)	KT	\$1,905.50	\$1,905.50	MDHHS
180483	QIAseq FX DNA Library CDI Kit (24)	KT	\$459.00	DELETE	MDHHS
180484	QIAseq FX DNA Library CDI Kit (96)	KT	\$1,815.00	DELETE	MDHHS
201913	dNTP Set, PCR Grade 100mM, (4x250µl)	ST	\$223.38	\$223.38	MDHHS
203205	HotStarTaq DNA Polymerase (1000 U)	UN	\$470.22	\$470.22	MDHHS
203443	HotStarTaq Master Mix Kit (250 U)	UN	\$204.08	\$204.08	MDHHS
204254	QuantiFast Probe PCR Kit (400)	KT	\$442.21	DELETE	MDHHS
204654	QuantiFast Multiplex PCR Kit (400)	KT	\$731.91	\$731.91	MDARD
206143	QIAGEN Multiplex PCR Kit (100)	KT	\$278.40	\$278.40	EGLE
206145	QIAGEN Multiplex PCR Kit (1000)	KT	\$2,372.49	\$2,372.49	EGLE
210212	QIAGEN OneStep RT-PCR Kit (100)	KT	\$472.78	\$472.78	MDHHS
333886	QIAseq DIRECT SARS-CoV-2 Kit E	KT	\$2,112.00	DELETE	MDHHS
333887	QIAseq DIRECT SARS-CoV-2 Kit F	KT	\$2,112.00	DELETE	MDHHS
333888	QIAseq DIRECT SARS-CoV-2 Kit G	KT	\$2,112.00	DELETE	MDHHS
333889	QIAseq DIRECT SARS-CoV-2 Kit H	KT	\$2,112.00	DELETE	MDHHS
333891	QIAseq DIRECT SARS-CoV-2 Kit A	KT	\$2,112.00	DELETE	MDHHS
333892	QIAseq DIRECT SARS-CoV-2 Kit B	KT	\$2,112.00	DELETE	MDHHS
333893	QIAseq DIRECT SARS-CoV-2 Kit C	KT	\$2,112.00	DELETE	MDHHS
333894	QIAseq DIRECT SARS-CoV-2 Kit D	KT	\$ 2,112.00	DELETE	MDHHS
333895	QIAseq SARS CoV-2 Primer Panel (24)	EA	NEW	\$187.60	MDHHS
333896	QIAseq SARS CoV-2 Primer Panel (96)	EA	\$694.40	\$694.40	MDHHS
333897	SBP-101Z-96 - QIAseq ARTIC V3 S Gene Booster	EA	NEW	\$96.00	MDHHS
333898	QIAseq DIRECT SARS-CoV-2 HT (A-D)	KT	\$7,296.00	DELETE	MDHHS
333899	QIAseq DIRECT SARS-CoV-2 HT (E-H)	KT	\$ 7,296.00	DELETE	MDHHS
382415	Investigator 24plex QS Kit (100)	KT	\$2,393.19	\$2,727.64	MDHHS
382417	Investigator 24plex QS Kit (400)	KT	\$9,124.05	\$10,400.34	MDHHS
382426	Investigator 24plex GO! Kit (200)	KT	\$3,829.85	\$ 4,365.97	MDHHS
382428	Investigator 24plex GO! Kit (1000)	KT	\$17,756.83	\$20,242.93	MDHHS
386037	DNA Size Standard 24plex (BTO) (800)	KT	\$587.89	\$670.27	MDHHS
386224	Matrix Standard BT6 (50)	KT	\$173.51	\$197.88	MDHHS
386516	Investigator STR GO! Lysis Buffer (200)	KT	\$352.74	401.58	MDHHS
386526	Investigator STR GO! Punch Buffer (200)	KT	\$335.64	\$383.15	MDHHS
386528	Investigator STR GO! Punch Buffer (1000)	KT	\$1,704.78	\$1,943.88	MDHHS
387216	Investigator Quantiplex Pro Kit (200)	KT	\$888.50	\$1,012.68	MDHHS
931436	QIA Symphony Investigator Kit (192)	KT	\$1,109.28	\$1,269.73	MSP
939011	Buffer ATL ( 4 x 50 ml)	KT	\$108.65	\$131.92	MDHHS
950067	QIAcube HT Plasticware	EA	\$318.99	\$318.99	MDHHS
952034	EZ1 DNA Investigator Kit (48)	KT	\$514.06	\$585.88	MDHHS

953034	EZ1&2 DNA Tissue Kit (48)	KT	NEW	\$538.47	MDHHS
955134	EZ1 Virus Mini Kit v2.0 (48)	KT	\$427.80	\$ 427.80	MDHHS
972804	PyroMark Gold Q96 Reagents (5 x 96)	KT	\$454.28	\$454.28	MDHHS
979002	PyroMark Q96 Plate Low (100)	KT	\$216.78	\$216.78	MDHHS
979004	PyroMark Q96 Cartridge (3)	KT	\$402.56	\$402.56	MDHHS
979006	PyroMark Binding Buffer (200 ml)	ML	\$43.13	\$43.13	MDHHS
979007	PyroMark Denaturation Sol. (500 ml)	ML	\$46.13	\$46.13	MDHHS
979008	PyroMark Wash Buffer (conc., 200 ml)	ML	\$45.97	\$45.97	MDHHS
979009	PyroMark Annealing Buffer (250 ml)	ML	\$46.26	\$46.26	MDHHS
979010	PyroMark Vacuum Prep Filter Probe (100)	KT	\$269.11	\$269.11	MDHHS
990332	Filter-Tips, 200 µl (1024)	KT	\$102.41	\$116.40	MSP
990352	Filter-Tips, 1000 µl (1024)	KT	\$103.36	\$118.34	MSP
990381	Sample Tubes RB (2ml)	ML	\$119.48	\$119.48	MSP
990382	Sample Tubes CB (2ml)	ML	\$71.24	\$71.24	MSP
990392	Rotor Adapter Holder	BX	\$72.16	\$ 82.26	MSP
990393	Reagent Bottles, 30 ml (6)	ML	\$19.35	\$22.12	MSP
990394	Rotor Adapters (10 x 24)	BX	\$44.95	\$51.22	MSP
990452	Filter-Tips, 1000 µl, wide-bore (1024)	KT	\$102.41	\$116.40	MSP
990512	Filter-Tips, 50 µl (960)	KT	\$171.66	\$195.94	MSP
990522	Filter-Tips, 200 µl (960)	KT	\$172.60	\$196.91	MSP
997002	Sample Prep Cartridges, 8-well (336)	KT	\$143.13	\$163.93	MSP
997004	8-Rod Covers (144)	KT	\$100.96	\$115.43	MSP
997024	Filter-Tips, 1500 µl (1024)	KT	\$125.33	\$140.65	MSP
1014636	Buffer G2 (260/250)	BO	\$84.40	\$96.22	MSP
1050875	Elution Tubes 1,5 ml (bag of 50)	BX	\$16.02	\$18.33	MDHHS
1055628	TopElute Fluid (60/60)	BO	\$25.64	\$28.81	MSP
9001292	QIAcube (110V)	EA	\$20,301.50	\$20,301.50	MDHHS
9001297	QIASymphony SP	EA	\$102,199.10	\$113,220.34	MDHHS
9001492	EZ1 Advanced XL	EA	\$59,406.35	\$59,406.35	MDHHS
9001611	QIAgility HEPA / UV (incl.Laptop)	EA	\$33,967.25	\$37,630.18	MDHHS
9002864	QIAcube Connect Device	EA	\$24,823.50	\$27,500.47	MSP
9003094	QIASphere Connectivity Package B	EA	\$722.61	\$817.71	MSP
9003220	EZ2 Connect Fx	EA	\$57,000.00	\$63,147.00	MSP
9017854	Shaker Rack Plugs (12)	EA	\$123.23	\$140.65	MSP
9018388	QIAcube Tip Adapter Ring Tool	EA	\$188.18	\$188.18	MSP
9018472	Set, O-rings (10), QIAC	ST	\$54.16	\$ 54.16	MSP
9018702	EZ1 Adv. XL DSP DNA Blood Card	EA	\$816.54	\$816.54	MDHHS
9018703	EZ1 Adv. XL DSP Virus Card	EA	\$834.10	\$834.10	MDHHS
9019168	Set, O-Ring (100), Qsym	ST	\$346.50	\$421.95	MSP
9019933	EZ1 Adv. XL DNA Investigator Card, US	EA	\$848.06	\$924.41	MDHHS
9020244	QIASymphony Cabinet SP	EA	\$4,111.20	\$4,807.32	MSP
9021670	Adapter, tubes, 2 ml, v2, Qsym	ML	\$1,731.74	\$1,973.95	MSP
9026197	Reagent Bottle Rack, Grey, QC2	EA	\$30.70	\$ 34.73	MDARD
9237713	EZ1, Installation & Training	EA	\$2,819.60	\$2,819.60	MDHHS
9237721	EZ1, Full Agreement	EA	\$4,292.00	\$4,292.00	MDHHS

9240372	QIASymphony SP, Installation & Training	EA	\$7,782.40	\$8,621.36	MDHHS
9240377	QIAcube, Installation & Training	EA	\$2,862.35	\$2,862.35	MDHHS
9240826	EZ1, IQ/OQ Service	EA	\$3,882.65	\$3,882.65	MDHHS
9240836	QIAcube, Full Agreement, no PM	EA	\$2,060.55	DELETE	MDARD
9241207	QIASymphony SP, Full Agreement	EA	\$11,191.00	\$ 11,777.00	MSP
9241763	QIAgility, Full Agreement	EA	\$ 5,002.00	\$5,264.19	MDHHS
9241769	QIAxtractor/QIAcube HT, Full Agreement	EA	\$5,644.00	\$5,644.00	MDHHS
9241774	QIAgility, Installation & Training	EA	\$3,425.70	\$3,795.61	MDHHS
9242083	Insert, 2.0ml v2, samplecarr. (24), Qsym	EA	\$162.00	\$170.72	MSP
9242700	QIAcube, Full Agreement	EA	\$3,447.00	\$ 3,447.00	MDARD
9243650	Comprehen Valid., EZ1/QIAcube/QIASymph	EA	\$35,000.00	DELETE	MSP
9245208	QIAcube Connect, Full Agreement	EA	\$3,447.00	\$ 3,627.80	MSP
9245211	QIAcube Connect, Installation & Training	EA	\$2,862.35	\$3,170.93	MSP
9245570	EZ2 Connect, Full Agreement	EA	\$4,560.00	\$4,800.00	MDHHS
9245572	EZ2 Connect, Installation & Training	EA	\$3,140.00	\$3,304.79	MDHHS
15026762	Index Replacement Caps, set of 80	EA	New	\$194.97	MSP
15048975	MiSeq FGx Sequencing System	EA	New	\$161,417.70	MSP
15059973	MiSeq FGx Disposable Wash Tubes	EA	New	\$3.45	MSP
15066151	ForenSeq DNA Signature Prep Kit (384)	KT	New	\$20,010.13	MSP
15066817	MiSeq FGx Reagent Kit	KT	New	\$1,802.26	MSP
20021681	MiSeq FGx Reagent Micro Kit	KT	New	\$780.85	MSP
382615	Investigator 26plex QS Kit (100)	KT	New	\$2,638.40	MSP
382617	Investigator 26plex QS Kit (400)	KT	New	\$10,027.86	MSP
383223	Investigator Argus X-12 QS Kit (25)	KT	New	\$794.43	MSP
383225	Investigator Argus X-12 QS Kit (100)	KT	New	\$2,324.12	MSP
383625	Investigator Argus Y-28 QS Kit (100)	KT	New	\$3,395.00	MSP
383627	Investigator Argus Y-28 QS Kit (400)	KT	New	\$12,947.56	MSP
386015	DNA Size Standard 550 (BTO) (100)	EA	New	\$150.35	MSP
386035	DNA Size Standard 24plex (BTO) (100)	EA	New	\$146.47	MSP
386041	Control DNA 9948 (5ng/µl)	EA	New	\$115.43	MSP
386045	DNA Size Standard 450 (BTO) (100)	EA	New	\$150.35	MSP
386546	Investigator Casework GO! Kit	KT	New	\$4,457.15	MSP
387016	Investigator Quantiplex Kit (200)	KT	New	\$589.76	MSP
387316	Investigator Quantiplex Pro RGQ 200	EA	New	\$1,049.54	MSP
387416	Investigator Quantiplex Pro Calibr. Kit	EA	New	\$373.45	MSP
79654	QIAshredder (50)	EA	New	\$104.76	MSP
79656	QIAshredder (250)	EA	New	\$459.78	MSP
9003175	MiSeq FGx Sequencing System	EA	New	\$ 174,331.31	MSP
9026181	O-Ring Change Tool for QIAcube Connect	EA	New	\$380.24	MSP
9026196	Shaker Rack, Grey, QC2	EA	New	\$108.64	MSP
9027067	Connectivity Package B EZ2 Connect Fx	EA	New	\$789.58	MSP
9245678	MiSeq FGx, Installation	EA	New	\$12,913.61	MSP
931447	Investigator STAR Lyse & Prep Kit (400)	KT	New	\$3,052.59	MSP
V16000023	ForenSeq DNA Signature Prep Kit (96)	KT	New	\$6,463.11	MSP
V16000085	ForenSeq mtDNA Control Region Kit	KT	New	\$10,275.21	MSP
V16000086	ForenSeq mtDNA Whole Genome Kit	KT	New	\$13,535.38	MSP

V16000120	ForenSeq Kintelligence Kit	KT	New	\$3,547.02	MSP
V16000128	ForenSeq MainstAY Kit (384rxn)	KT	New	\$7,979.22	MSP
V16000137	ForenSeq EnhancedPCR1 BufferSyst (96rxn)	EA	New	\$183.33	MSP
V16000142	ForenSeq MainstAY Kit (96rxn)	KT	New	\$2,583.11	MSP
V16000168	ForenSeq Analys Software Server, Monitor	EA	New	\$40,612.93	MSP
V16000182	MiSeq FGx Install Kit	KT	New	\$990.37	MSP
V16000183	ForenSeq MainstAY SE kit (96 Rxns)	KT	New	\$2,761.59	MSP
WB100035	OmniSwab, Sterile (100)	EA	New	\$194.00	MSP
WB120100	QIAcard FTA Elute Buffer (40 ml)	EA	New	\$180.42	MSP
WB120411	QIAcard FTA Elute Indicating Micro (100)	EA	New	\$734.29	MSP
WB120412	QIAcard FTA Elute Indicating Micro (25)	EA	New	\$175.57	MSP



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management, and Budget  
 320 S. Walnut St., Lansing, MI 48933  
 PO Box 30026, Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **220000001177**  
 between  
 THE STATE OF MICHIGAN  
 and

<b>CONTRACTOR</b>	Qiagen, LLC
	19300 Germantown Road
	Germantown, MD 20874
	Terrie Wright
	850-206-1796
	Terrie.Wright@qiagen.com
	CV0066865

<b>STATE</b>	Program Manager	Various	Multi
		Various	
		Various	
<b>STATE</b>	Contract Administrator	Katie McFarland	DTMB
		517-930-6814	
		McFarlandK1@michigan.gov	

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Lab Equipment, Supplies, Reagents, and Maintenance Services</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2022	June 30, 2027	5, 1-Year	June 30, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$2,637,400.00</b>

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

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
MDARD	Brandon Colby	517-335-1583	ColbyB@michigan.gov
MDHHS	Bruce Robeson	517-355-8098	RobesonB@michigan.gov
MSP	Lauren Lu	517-282-9116	LuL@michigan.gov



**FOR THE CONTRACTOR:**

**Qiagen, LLC**

\_\_\_\_\_  
**Company Name**

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

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

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

**Katie McFarland Category Specialist, Commodities**  
**Name & Title**

**Department of Technology Management & Budget**  
**Central Procurement Services**  
**Agency**

\_\_\_\_\_  
**Date**

# STANDARD CONTRACT TERMS

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This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Qiagen, LLC (“**Contractor**”), a New York Corporation. This Contract is effective on July 1, 2022 (“**Effective Date**”), and unless terminated, expires on June 30, 2027.

This Contract may be renewed for up to five additional one-year period(s). Renewal is at the sole discretion of the State and will extend the Term of this Contract upon a Change Notice and the Contractor confirmation.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
See Contract Administrator information shown below.	Terrie Wright 19300 Germantown Road Germantown, MD 20874 <a href="mailto:terrie.wright@qiagen.com">terrie.wright@qiagen.com</a> 850-206-1796

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Katie McFarland 320 S. Walnut St. Lansing, MI, 48933 <a href="mailto:McFarlandK1@michigan.gov">McFarlandK1@michigan.gov</a> 517-930-6814	Terrie Wright 19300 Germantown Road Germantown, MD 2087 <a href="mailto:terrie.wright@qiagen.com">terrie.wright@qiagen.com</a> 850-206-1796

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
<p>Michigan State police (MSP):            Lauren Lu            Biology Technical Leader            MSP Forensic Science Division            7320 N. Canal Road            Lansing, MI 48913            Email: <a href="mailto:LuL@michigan.gov">LuL@michigan.gov</a>            Phone: 517-282-9116</p> <p>Michigan Department of Health and Human Services (MDHHS):            Bruce Robeson            Viral Isolation &amp; Molecular Testing            MDHHS, BOL, Virology            3350 N. MLK Jr. Blvd.            Lansing, MI 48906            Email: <a href="mailto:RobesonB@michigan.gov">RobesonB@michigan.gov</a>            Phone: 517-355-8098</p> <p>Michigan Department of Agriculture and Rural Development (MDARD):            Brandon Colby            Constitutional Hall            525 W. Allegan St.            Lansing, MI 48933            Email: <a href="mailto:ColbyB@michigan.gov">ColbyB@michigan.gov</a>            Phone: 517-342-4487</p>	<p>Terrie Wright            19300 Germantown Road            Germantown, MD 2087  <a href="mailto:terrie.wright@qiagen.com">terrie.wright@qiagen.com</a>            850-206-1796</p>

5. **Performance Guarantee.** The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.**

**See Schedule C, Insurance Requirements.**

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to [MiDeal@michigan.gov](mailto:MiDeal@michigan.gov).

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. **Intellectual Property Rights.** If Schedule A, Statement of Work, requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright

Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

- 11. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

**14. Assignment.**

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.

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.

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.

- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 17. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part.

- 18. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
- 19. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 30 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 30 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 21. Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms. Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

**22. Reserved.**

**23. Stop Work Order.** The State may suspend any or all activities under the Contract at any time upon 60 days written notice. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

**24. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

**25. Termination for Convenience.** The State may terminate this Contract in whole or in part without penalty and for any reason, upon a 60 days written notice, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to



perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

- 26. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **180** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 27. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld),

settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 28. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.
- 29. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

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.

- 30. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this

Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

- 31. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State (“**State Data**”); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.
- 32. Reserved.**
- 33. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At

the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
  - d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
  - e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.
- 34. Reserved.**
- 35. Reserved.**
- 36. Reserved.**
- 37. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 38. Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.
- 39. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 40. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

- 41. Reserved.**
- 42. Reserved.**
- 43. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 44. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 45. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 46. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 47. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 48. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is

unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State’s right to terminate the Contract.

- 49. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 50. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document	Description
<b>Standard Contract Terms</b>	Standard Contract Terms
<b>Federal Provisions Addendum</b>	Federal Provisions Addendum
<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	Pricing
<b>Schedule C</b>	Insurance Requirements

- 51. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 52. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the

severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

- 53. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 55. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.



# FEDERAL PROVISIONS ADDENDUM

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This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, 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. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), 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 [Executive Order 11246](#) 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 [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) 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 [Executive Order 11246](#) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) 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"), and during performance of this Contract the Contractor agrees as follows:

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, contractors are required to pay wages not less than once a week.

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

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, 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, and during performance of this Contract the Contractor agrees as follows:

- 1) **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

#### 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 [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- 1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- 4) Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **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 and the Federal Water Pollution Control 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](#)), and during performance of this Contract the Contractor agrees as follows:

### **Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

### **Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency

Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding 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 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “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](#).

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## 9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **10. Additional FEMA Contract Provisions.**

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- 1) **Access to Records.** The following access to records requirements apply to this contract:
  - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
  - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **2) Changes.**

See the provisions regarding modifications or change notice in the Contract Terms.

#### **3) DHS Seal Logo and Flags.**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **4) Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**5) No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

**6) Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.



# SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

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Contract No. 220000001177

## Lab Equipment, Supplies, Reagents, and Maintenance Services

### BACKGROUND

Qiagen equipment, reagents, consumables, and maintenance/repair services are utilized by State agencies for testing purposes which help ensure the health and safety of the residents and visitors of the State of Michigan. The various State and Federal testing requirements include, but are not limited to, hepatitis C, bioterrorism, cystic fibrosis, and DNA testing.

### SCOPE

The Contractor must allow for the purchase of reagents, supplies, new equipment, and maintenance service agreements as identified in Schedule A. The Contractor must provide training as needed to operate and maintain equipment and perform testing at no additional cost. When applicable, the Contractor must be responsible for periodic maintenance required by the manufacturer that cannot be performed by the end user.

The State reserves the right to consolidate other State of Michigan purchases for Qiagen products and services by modifying this Contract to meet the needs of the State of Michigan and MiDEAL members.

## 1. Requirements

### 1.1. General Requirements

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

- 1) The Contractor must:
  - a) Provide all items and services identified in Schedule B – Pricing.
  - b) Include a certificate for consumable products ordered which identifies the expiration date when applicable. Delivery Orders (DO) will request each shipment of reagents have an expiration date of four months or longer from date of receipt by the laboratory. All return freight costs, re-stocking fees, and shipment of replacement product must be at no cost to the State.
  - c) Deliver items and services as directed by the Laboratory, Program Manager or designee.
  - d) Provide an order confirmation via email which notifies the Laboratory if a product is on back order. DOs will specify the email address order confirmations be sent.
  - e) Follow Current Good Manufacturing Practice Regulations (cGMP) and maintain ISO registrations for all of its manufacturing and distribution sites.
  - f) Provide quotes for preventative maintenance annually. Quotes must be Agency specific and be provided no less than 60 calendar days prior to expiration of a service agreement for each instrument covered under the Contract.
  - g) Confirm the designated space and available power supply in the laboratory meets the required specifications of all new equipment prior to scheduling installation.

- h) Repair all equipment and instrumentation, except Tissuelyser II, within 48 hours of the service request. All parts must be included at no additional cost. The Contractor must pay all shipping associated with the return and delivery of equipment, if required. Tissuelyser II will be repaired in a regional repair center with a turnaround time of 7-10 working days.
- i) Provide kits for validation and verification at a discounted price.
- j) Provide all software upgrade at no cost to the State.
- k) Provide equipment and consumables required for training at no cost to the State.

## 1.2. Training

The Contractor must provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor must provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor must also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

- 1) The Contractor must provide training on all software upgrades as requested by the State at no additional cost.

## 1.3. Specific Standards

### ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution. [http://www.michigan.gov/documents/dmb/1650.00\\_209567\\_7.pdf?20151026134621](http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621)

## 2. Service Requirements

### 2.1. Timeframes

All new equipment orders must be delivered within a mutually agreed upon timeframe from receipt of order. The receipt of order date is pursuant to the **Notices** section of the Standard Contract Terms.

### 2.2. Delivery

Delivery for reagents and consumables is preferred within two business days upon date of order. All orders must be delivered within five business days from the order unless specified on the Delivery Order. Deliveries must be made to the delivery address indicated on the Delivery Order.

## 3. Additional Requirements

### 3.1. Environmental and Energy Efficient Products Standards

The Contractor does not provide any energy efficient, bio-based, or otherwise environmentally friendly products used in the products.

### **3.2. Hazardous Chemical Identification**

In accordance with the Federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

### **3.3. Mercury Content**

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the product is essential. All products containing mercury must be labeled as containing mercury.

### **3.4 Brominated Flame Retardants**

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

The Contractor does not currently have products that contain BFRs.

### **3.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)**

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

## **3. Acceptance**

### **3.1 Acceptance, Inspection, Testing**

- 1) Acceptance for State Agencies except the MSP will be determined as identified in the **Standard Contract Terms, Section 20.**
- 2) Michigan State Police (MSP) will use the following criteria to determine acceptance of Deliverable(s):
  - a) Equipment installation requires a manufacturer service engineer to align and calibrate components to meet manufacturer specifications. If these specifications are not able to be met, MSP reserves the right to reject the delivery. If installation specifications are not met, the Contractor will be required to provide another instrument that meets installation specifications at no cost to MSP. Internal validation of the equipment will be completed by MSP. Internal validation studies will include precision, accuracy, sensitivity, specificity, contamination assessment and concordance, at a minimum, and will follow the FBI's Quality Assurance Standards. If the equipment cannot pass the internal validation requirements, as determined by the MSP DNA Technical Leader, the Contractor will be required to provide another instrument that can pass the internal validation at no additional cost to the State of Michigan.
  - b) Consumables products missing certificates or arriving damaged may be rejected. Contractor will be required to pay all return freight costs, waive re-stocking fees, and must ship replacement product at no additional cost. The FBI's Quality Assurance Standards for Forensic DNA Testing Laboratories requires all critical reagents to be quality checked prior to their use in casework. MSP reserves the right to refuse a shipment that does not meet quality check criteria. Each shipment of reagents must have an expiration date of four months or longer from date of receipt by the laboratory. If

the expiration date on received products is less than four months, the shipment can be rejected in total, or the Contractor will replace any unused product after the expiration date without charge. If the shipment is rejected, Contractor will pay for return shipping charges.

- c) Service of the instrumentation must be provided by an authorized service engineer employed by the equipment manufacturer. The service engineer must complete the repair and/or calibration within 48 hours of the request for service, or by a mutually agreed upon time. The service must not be considered complete until the instrumentation meets or exceeds the manufacturer specifications, and it operates to the same specifications as it had prior to the service request. The service engineer may be required to submit to a background check and collection of a DNA sample as indicated in the MSP Forensic Science Division Laboratory Operations Manual.

**4. Staffing**

**4.1. Contractor Representative**

The Contractor must appoint a designated Sale Representative specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities.

The Contractor must notify the Contract Administrator when a new Contractor Representative is assigned.

**4.2. Contract Administrator**

The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Katie McFarland 320 S Walnut St. Lansing, MI, 48933 <a href="mailto:McFarlandK1@michigan.gov">McFarlandK1@michigan.gov</a> 517-930-6814	Terrie Wright 19300 Germantown Rd. Germantown, MD 20874 <a href="mailto:terrie.wright@qiagen.com">terrie.wright@qiagen.com</a> 850-206-1796

**4.3. Program Manager**

The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
<b>MSP:</b> Lauren Lu Biology Technical Leader MSP Forensic Science Division 7320 N. Canal Road Lansing, MI 48913 Email: <a href="mailto:LuL@michigan.gov">LuL@michigan.gov</a> Phone: 517-282-9116  <b>MDHHS:MDHHS):</b> Bruce Robeson Viral Isolation & Molecular Testing MDHHS, BOL, Virology 3350 N. MLK Jr. Blvd.	Terrie Wright 19300 Germantown Rd. Germantown, MD 20874 <a href="mailto:terrie.wright@qiagen.com">terrie.wright@qiagen.com</a> 850-206-1796

<p>Lansing, MI 48906          Email: <a href="mailto:RobesonB@michigan.gov">RobesonB@michigan.gov</a>          Phone: 517-355-8098</p> <p><b>MDARD:</b>          Brandon Colby          Constitutional Hall          525 W. Allegan St.          Lansing, MI 48933          Email: <a href="mailto:ColbyB@michigan.gov">ColbyB@michigan.gov</a>          Phone: 517-342-4487</p>	
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**4.4. Customer Service Toll-Free Number**

The Contractor must specify its toll-free number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00am to 8:00pm EST, excluding holidays.

Electronic Orders: [customercare@qiagen.com](mailto:customercare@qiagen.com)

Phone Orders: 800-426-8157

Fax Orders: 800-718-2056

**4.5. Technical Support, Repairs and Maintenance**

The Contractor must specify its toll-free number for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8:00am to 5:00pm EST, excluding holidays.

**4.6. Work Hours**

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST.

**4.7. Security**

The Contractor will be subject the following security procedures:

The Contractor’s staff may be required to make deliveries to or enter State facilities. The Contractor must: (a) ensure the security of State facilities, (b) use uniforms, ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks.

Any Contractor personnel accessing criminal justice information systems or facilities are required to pass a fingerprint-based background check. Any criminal convictions may result in the vendor being refused access to the facility.

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

The State will decide whether to issue State ID badges to the Contractor's delivery personnel or accept the ID badge issued to delivery personnel by the Contractor.

The Contractor and its subcontractors must comply with the security access requirements of individual State facilities; see **Standard Terms, 16. Background Checks.**

## **5. Project Management**

### **5.1. Project Plan**

The Contractor will carry out this project under the direction and control of the Program Managers or designee.

### **5.2. Reporting**

All reports must be maintained and available electronically in a format compatible with Microsoft Word or Excel, as specified by the Program Manager or designee.

The Contractor must submit written reports to the following:

- 1) Michigan Department of Health and Human Services Bureau of Laboratories.
- 2) Michigan State Police Forensic Science Division DNA Technical Leader.
- 3) Michigan Department of Agriculture and Rural Development Program Manager.

The following written reports are required:

- 1) List of service agreements set to expire for equipment covered under the Contract. Reports must be Agency specific and only include agreements assigned to each Agency. Reports must be provided no less than 60 days prior to expiration of the current service agreement.
- 2) Preventative maintenance and service report identifying the equipment serviced, and list of repairs made, if required. Reports must be provided no less than 48 hours after the completed service.
- 3) List of consumables purchased off the Contract which identifies types and quantities ordered, ordering agency, unit, and extended purchase price. Report must be available upon request from the State.

## **6. Pricing**

### **6.1. Price Term**

Pricing is firm for a 365-day period ("Pricing Period"). The first pricing period begins on the Effective Date through September 30<sup>th</sup>, 2022. The "Pricing Period" is then defined as the State's fiscal year from October 1<sup>st</sup> through September 30<sup>th</sup>. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

### **6.2. Price Changes**

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

**7. Ordering**

**7.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a Delivery Order (DO). Procurement card ordering is approved for consumable orders only.

Fiscal year DOs may be created for the purpose to secure consumables to be shipped in the future. Such DOs will be designated as DO NOT SHIP - WILL ORDER AS NEEDED. If a fiscal year DO is used, each Agency will identify the approximate number of required consumables for a specific timeframe and may request partial shipments until the DO has been exhausted. Shipments must follow the same requirements identified in **Section 2.2. Delivery**.

**8. Invoice and Payment**

**8.1. Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) delivery order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number and (h) total price. Overtime, holiday pay, and travel expenses will not be paid.

**8.2. Payment Methods**

The State will make payment for Contract Activities by EFT or P-card.

**9. Service-Level Agreement (SLA)**

SLA service credits will be assessed to the Contractor as outlined in this section for failure to meet the Service Level Agreement (SLA) set in this Contract. Accordingly, in the event of such damages, at the written direction of the State, the Contractor must pay the State the indicated SLA service credit. These are not to be considered a penalty.

Amounts due to the State as SLA service credits, will be deducted by the State from any money payable to the Contractor pursuant to this Contract.

The following service level agreement terms are related to all products and services and must apply throughout the duration of the Contract, including any optional renewal periods (if exercised). The State Program Managers will monitor and assess service levels credits. Prior to assessing any credit, the Program Manager or designee must advise the Contractor of the finding that is the basis for the assessment and must afford the Contractor the opportunity to review and respond to the SLA. The Contractor may dispute the assessment or provide any extenuating circumstances that may explain or mitigate any failure to meet the SLA. Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.

**Service Level Agreements for this Contract will be as follows:**

SLA Metric 1. Timely Deliveries & Accurate Invoices	
<b>Definition and Purpose</b>	The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the delivery order. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator. All Invoices must accurately reflect pricing reflected the most current Schedule B – Pricing.

SLA Metric 1. Timely Deliveries & Accurate Invoices	
<b>Acceptable Standard</b>	<ol style="list-style-type: none"> <li>1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See <b>Section 2.2 Delivery</b>.</li> <li>2. Extenuating circumstances must be communicated by the Contractor to the Program Manager or designee prior to the scheduled delivery date and time.</li> <li>3. Items, brands, quantities delivered, and invoices will match the deliver order exactly.</li> <li>4. Signed and dated packing slips will be provided to the receiving location identified on the delivery order at the time of delivery.</li> </ol> <p>The acceptable standard is 100% compliance.</p>
<b>Credit Due for Failing to Meet the Service Level Agreements</b>	<ol style="list-style-type: none"> <li>1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year.</li> <li>2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</li> </ol> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

SLA Metric 2. Reporting	
<b>Definition and Purpose</b>	<p>The Contractor must provide all reports as identified in <b>Section 5.2 Reporting</b>, unless prior written approval has been received from the Program Manager or designee by the following dates:</p> <ol style="list-style-type: none"> <li>1. List of service agreements set to expire must be provided no less than 60 days prior to expiration of the current service agreement.</li> <li>2. Preventative maintenance and repair service must be provided no less than 48 hours after the completed service.</li> <li>3. List of consumables purchased off the Contract must be available upon request from the State.</li> </ol>
<b>Acceptable Standard</b>	<ol style="list-style-type: none"> <li>1. All reports will be received by the specified date.</li> <li>2. All reports will be accurate and free of errors. Incomplete or inaccurate reports will be returned to the Contractor.</li> </ol> <p>The acceptable standard is 100% compliance.</p>
<b>Credit Due for Failing to Meet the</b>	<ol style="list-style-type: none"> <li>1. \$100.00 may be assessed for each inaccurate or late report submitted according to <b>Section 5.2 Reporting</b>.</li> </ol>



SLA Metric 2. Reporting	
<b>Service Level Agreements</b>	<p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State.</p>

# SCHEDULE B PRICING

Contract No. 220000001177

## Lab Equipment, Supplies, Reagents, and Maintenance Services

Catalog #	Product	List Price	Discount	Total Price	AGENCY
19051	Buffer P1 (500 ml)	\$ 81.40	7.01%	\$ 75.69	MDARD
19072	Buffer AW2 (concentrate, 324 ml)	\$ 110.00	28.91%	\$ 78.20	MDHHS
19073	Buffer AVL (155 ml)	\$ 175.00	40.95%	\$ 103.34	MDHHS
19076	Buffer ATL (200ml)	\$ 110.00	7.77%	\$ 101.45	MDHHS
19081	Buffer AW1 (concentrate, 242 ml)	\$ 114.00	28.85%	\$ 81.11	MDHHS
19086	Buffer EB (250ml)	\$ 38.30	7.01%	\$ 35.62	MDARD
19101	RNase A (17500 U)	\$ 242.00	11.59%	\$ 213.95	MDHHS
19112	Buffer MTL (54 ml)	\$ 43.30	7.8%	\$ 39.92	MDHHS
19131	QIAGEN Proteinase K (2ml)	\$ 109.00	7.51%	\$ 100.81	MDHHS
19133	QIAGEN Proteinase K (10 ml)	\$ 369.00	44.67%	\$ 204.17	MDHHS
19155	QIAGEN Protease (7.5 AU)	\$ 89.20	17.64%	\$ 73.47	MDHHS
19201	Collection Tubes (2-ml)	\$ 172.00	12.8%	\$ 149.98	MDHHS
19407	VacConnectors (500)	\$ 172.00	36.85%	\$ 108.62	MDHHS
19597	Investigator Lyse&Spin Basket Kit (50)	\$ 50.30	7.63%	\$ 46.46	MSP
19598	Investigator Lyse&Spin Basket Kit (250)	\$ 207.00	7.45%	\$ 191.58	MDHHS
28104	QIAquick PCR Purification Kit (50)	\$ 130.00	11.46%	\$ 115.10	MDHHS
47016	DNeasy PowerSoil Pro Kit (250)	\$ 1,684.00	7%	\$ 1,566.12	MDHHS
51104	QIAamp DNA Blood Mini Kit (50)	\$ 179.00	37.51%	\$ 111.86	MDHHS
51304	QIAamp DNA Mini Kit (50)	\$ 188.00	13.19%	\$ 163.20	MDHHS
51306	QIAamp DNA Mini Kit (250)	\$ 827.00	7%	\$ 769.11	MDARD
51326	QIAamp DNA Mini QIAcube Kit (240)	\$ 901.00	5.03%	\$ 855.68	MDARD
52304	QIAamp RNA Blood Mini Kit (50)	\$ 398.00	37.57%	\$ 248.47	MDHHS
52904	QIAamp Viral RNA Mini Kit (50)	\$ 289.00	12.66%	\$ 252.41	MDHHS
52906	QIAamp Viral RNA Mini Kit (250)	\$ 1,273.00	34.68%	\$ 831.52	MDHHS
52962	QIAamp 96 Viral RNA Kit (10)	\$ 4,625.00	7%	\$ 4,301.25	MDHHS
56504	QIAamp DNA Investigator Kit (50)	\$ 290.00	2.95%	\$ 281.44	MDHHS
57704	QIAamp MinElute Virus Spin Kit (50)	\$ 315.00	37.05%	\$ 198.29	MDHHS
57731	QIAamp 96 Virus QIAcube HT Kit (5)	\$ 1,659.00	7%	\$ 1,542.87	MDHHS
61104	QIAamp DSP DNA Blood Mini Kit (50), CE	\$ 188.00	12.71%	\$ 164.11	MDHHS
61904	QIAamp DSP Viral RNA Mini Kit (50)	\$ 304.00	15.49%	\$ 256.91	MDHHS
62124	EZ1 DSP DNA Blood Kit (48)	\$ 562.00	7%	\$ 522.66	MDHHS
62724	EZ1 DSP Virus Kit (48)	\$ 493.00	7%	\$ 458.49	MDHHS
63206	DyeEx 2.0 Spin Kit (250)	\$ 911.00	14.59%	\$ 778.09	MDHHS
69104	DNeasy Plant Mini Kit (50)	\$ 259.00	12.59%	\$ 226.39	MDHHS
69504	DNeasy Blood & Tissue Kit (50)	\$ 183.00	1.75%	\$ 179.80	MDHHS
69506	DNeasy Blood & Tissue Kit (250)	\$ 805.00	1.9%	\$ 789.70	MDHHS
74904	RNeasy Plant Mini Kit (50)	\$ 430.00	12.46%	\$ 376.42	MDHHS
159992	Generation DNA Purif. Solution (1000 ml)	\$ 1,433.00	42.98%	\$ 817.14	MDHHS
159994	Generation DNA Elution Solution (500 ml)	\$ 745.00	33.55%	\$ 495.05	MDHHS

180479	QIAseq FX DNA Library UDI-A Kit (96)	\$ 3,811.00	50%	\$ 1,905.50	MDHHS
180480	QIAseq FX DNA Library UDI-B Kit (96)	\$ 3,811.00	50%	\$ 1,905.50	MDHHS
180481	QIAseq FX DNA Library UDI-C Kit (96)	\$ 3,811.00	51.55%	\$ 1,846.50	MDHHS
180482	QIAseq FX DNA Library UDI-D Kit (96)	\$ 3,811.00	50%	\$ 1,905.50	MDHHS
180483	QIAseq FX DNA Library CDI Kit (24)	\$ 918.00	50%	\$ 459.00	MDHHS
180484	QIAseq FX DNA Library CDI Kit (96)	\$ 3,630.00	50%	\$ 1,815.00	MDHHS
201913	dNTP Set, PCR Grade 100mM, (4x250µl)	\$ 255.00	12.4%	\$ 223.38	MDHHS
203205	HotStarTaq DNA Polymerase (1000 U)	\$ 571.00	17.65%	\$ 470.22	MDHHS
203443	HotStarTaq Master Mix Kit (250 U)	\$ 241.00	15.32%	\$ 204.08	MDHHS
204254	QuantiFast Probe PCR Kit (400)	\$ 526.00	15.93%	\$ 442.21	MDHHS
204654	QuantiFast Multiplex PCR Kit (400)	\$ 787.00	7%	\$ 731.91	MDARD
206143	QIAGEN Multiplex PCR Kit (100)	\$ 320.00	13%	\$ 278.40	EGLE
206145	QIAGEN Multiplex PCR Kit (1000)	\$ 2,727.00	13%	\$ 2,372.49	EGLE
210212	QIAGEN OneStep RT-PCR Kit (100)	\$ 655.00	27.82%	\$ 472.78	MDHHS
333886	QIAseq DIRECT SARS-CoV-2 Kit E	\$ 3,968.00	46.77%	\$ 2,112.00	MDHHS
333887	QIAseq DIRECT SARS-CoV-2 Kit F	\$ 3,968.00	46.77%	\$ 2,112.00	MDHHS
333888	QIAseq DIRECT SARS-CoV-2 Kit G	\$ 3,968.00	46.77%	\$ 2,112.00	MDHHS
333889	QIAseq DIRECT SARS-CoV-2 Kit H	\$ 3,968.00	46.77%	\$ 2,112.00	MDHHS
333891	QIAseq DIRECT SARS-CoV-2 Kit A	\$ 3,968.00	46.77%	\$ 2,112.00	MDHHS
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	MDHHS
382426	Investigator 24plex GO! Kit (200)	\$ 4,148.00	7.67%	\$ 3,829.85	MDHHS
382428	Investigator 24plex GO! Kit (1000)	\$ 19,234.00	7.68%	\$ 17,756.83	MDHHS
386037	DNA Size Standard 24plex (BTO) (800)	\$ 637.00	7.71%	\$ 587.89	MDHHS
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	QIA Symphony 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	MDHHS
952034	EZ1 DNA Investigator Kit (48)	\$ 557.00	7.71%	\$ 514.06	MDHHS
955134	EZ1 Virus Mini Kit v2.0 (48)	\$ 460.00	7%	\$ 427.80	MDHHS
972804	PyroMark Gold Q96 Reagents (5 x 96)	\$ 619.00	26.61%	\$ 454.28	MDHHS
979002	PyroMark Q96 Plate Low (100)	\$ 257.00	15.65%	\$ 216.78	MDHHS
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	PyroMark Vacuum Prep Filter Probe (100)	\$ 354.00	23.98%	\$ 269.11	MDHHS
990332	Filter-Tips, 200 µl (1024)	\$ 111.00	7.74%	\$ 102.41	MSP
990352	Filter-Tips, 1000 µl (1024)	\$ 112.00	7.71%	\$ 103.36	MSP
990381	Sample Tubes RB (2ml)	\$ 129.00	7.38%	\$ 119.48	MSP
990382	Sample Tubes CB (2ml)	\$ 76.60	7%	\$ 71.24	MSP
990392	Rotor Adapter Holder	\$ 78.20	7.73%	\$ 72.16	MSP
990393	Reagent Bottles, 30 ml (6)	\$ 21.00	7.88%	\$ 19.35	MSP
990394	Rotor Adapters (10 x 24)	\$ 48.70	7.7%	\$ 44.95	MSP
990452	Filter-Tips, 1000 µl, wide-bore (1024)	\$ 111.00	7.74%	\$ 102.41	MSP
990512	Filter-Tips, 50 µl (960)	\$ 186.00	7.71%	\$ 171.66	MSP
990522	Filter-Tips, 200 µl (960)	\$ 187.00	7.7%	\$ 172.60	MSP
997002	Sample Prep Cartridges, 8-well (336)	\$ 156.00	8.25%	\$ 143.13	MSP
997004	8-Rod Covers (144)	\$ 110.00	8.22%	\$ 100.96	MSP
997024	Filter-Tips, 1500 µl (1024)	\$ 134.00	6.47%	\$ 125.33	MSP
1014636	Buffer G2 (260/250)	\$ 91.40	7.66%	\$ 84.40	MSP
1050875	Elution Tubes 1,5 ml (bag of 50)	\$ 17.40	7.92%	\$ 16.02	MDHHS
1055628	TopElute Fluid (60/60)	\$ 27.40	6.42%	\$ 25.64	MSP
9001292	QIAcube (110V)	\$ 22,700.00	10.57%	\$ 20,301.50	MDHHS
9001297	QIASymphony SP	\$ 107,578.00	5%	\$ 102,199.10	MDHHS
9001492	EZ1 Advanced XL	\$ 62,533.00	5%	\$ 59,406.35	MDHHS
9001611	QIAgility HEPA / UV (incl.Laptop)	\$ 35,755.00	5%	\$ 33,967.25	MDHHS
9002864	QIAcube Connect Device	\$ 26,130.00	5%	\$ 24,823.50	MSP
9003094	QIASphere Connectivity Package B	\$ 777.00	7%	\$ 722.61	MSP
9003220	EZ2 Connect Fx	\$ 60,000.00	5%	\$ 57,000.00	MSP
9017854	Shaker Rack Plugs (12)	\$ 134.00	8.04%	\$ 123.23	MSP
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	\$ 878.00	3.41%	\$ 848.06	MDHHS
9020244	QIASymphony Cabinet SP	\$ 4,522.32	10%	\$ 4,111.20	MSP
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	MDARD
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	MDARD
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	MDHHS
9245572	EZ2 Connect, Installation & Training	\$ 3,140.00	0%	\$ 3,140.00	MDHHS

**Current Equipment List:**

MDHHS Equipment List			
Lansing			
Instrument Name	Serial #	Service Type	Service Expiration Date
EZ1 Advanced XL	L199A2588	Full Agreement	2/27/2023
EZ1 Advanced XL	L199A2589	Full Agreement	2/27/2023
Tissue Lyser II Instrument	1219011014E	None	NA
QIAcube	51513	Full Agreement	3/30/2023
QIAcube	51506	Full Agreement	3/30/2023
QIAgility	18746	Full Agreement	4/5/2023

MSP Equipment List			
Lansing			
Instrument Name	Serial #	Service Type	Service Expiration Date
QIAsymphony SP	34528	Full Agreement	3/11/2022 (due)
QIAgility	016455	Full Agreement	8/11/2022
QIAcube Connect	1072	Full Agreement	1/24/2023
Grand Rapids			
QIAsymphony SP	34500	Full Agreement	2/9/2023
QIAgility	016458	Full Agreement	8/10/2022
QIAcube Connect	865	Full Agreement	12/21/2022
QIAcube Connect	954	Full Agreement	1/31/2023
QIAcube Connect	2148	Full Agreement	12/21/2022
Northville			
QIAsymphony SP	34150	Full Agreement	11/24/2022
QIAgility	16830	Full Agreement	8/30/2022

QIAcube Connect	8640	Full Agreement	12/16/2022
QIAcube Connect	820	Full Agreement	12/16/2022
QIAcube Connect	809	Full Agreement	12/16/2022
QIAcube Connect	866	Full Agreement	12/16/2022

<b>MDARD Equipment List</b>			
<b>East Lansing</b>			
<b>Instrument Name</b>	<b>Serial #</b>	<b>Service Type</b>	<b>Service Expiration Date</b>
QIAcube	1441	Full Agreement	12/31/2022

## **SCHEDULE C – INSURANCE REQUIREMENTS**

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### **Contract No. 220000001177 Insurance Requirements**

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
  - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
  - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
  - a. Insurance certificates showing evidence of coverage as required herein must be submitted to [DTMB-RiskManagement@michigan.gov](mailto:DTMB-RiskManagement@michigan.gov) within 10 days of the contract execution date.
  - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
  - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
  - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
  - e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
  - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

**7. Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
<b>Automobile Liability Insurance</b>	
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.	
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

**8. Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

**State of Michigan, DTMB - Enterprise Risk Management (ERM)**

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 Authorized ERM Signature

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 Authorized ERM Agent (Print or Type)

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 Date