

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000045070
OraSure Technologies
150 Webster St
Bethlehem PA 18015
United States

Contract ID 00000000000000000000000035249		Page 1 of 2
Contract Dates 01/02/2018 to 01/01/2020		Origin CPS
Description: CPS - HIV ORAL FIELD DEVICES		Contract Maximum \$99,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		HIV-1 ORAL FLUID DEVICES (50 PER CASE) ORASURE TECHNOLOGIES INC. #508-0050	CS	237.60000	0.00	0.00
2		ORAQUICK ADVANCE RAPID CONTROLS, HIV 1-2 ORASURE TECHNOLOGIES, INC. #1001-0077	EA	25.00000	0.00	0.00
3		ORAQUICK ADVANCE RAPID HIV 1-2, 100/CS. ORASURE TECHNOLOGIES, INC #1001-0078	CS	1,200.00000	0.00	0.00
4		ORAQUICK RAPID TEST CONTROLS ORASURE TECHNOLOGIES INC. #1001-0182	EA	35.00000	0.00	0.00
5		ORAQUICK RAPID TEST KITS, 100/CS. ORASURE TECHNOLOGIES, INC. #1001-0180	CS	1,900.00000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

- Parties.** This is a contract for commodities between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Orasure Technologies, with a principal place of business in Bethlehem, PA, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter.** The subject matter of this contract is commodities generally on the subject of HIV Oral Fluid Devices. Detailed requirements to be provided by Contractor are described in Attachment A.
- Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$99,999.99.
- Contract Term.** The period of contractor's performance shall begin on January 2, 2018 and end on January 1, 2020 with the option to renew for two (2)additional twelve month periods.
- Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
- Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
- Attachments.** This contract consists of 9 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work
Attachment B - Payment Provisions
Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017) except the following provision in Attachment C §7 shall be revised as described: (1) second sentence of the first paragraph shall be revised to read" The State shall notify the party in event of any such claim or suit, and party shall promptly retain counsel and otherwise provide a complete defense against

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the entire claim or suite" (2) fifth sentence of the first paragraph of Attachment §7 shall be revised to read "in the event the State reasonably withholds approval to settle any claim, then the party shall proceed with the defense of the claim but under those circumstances, the party's indemnification obligation shall be limited to the amount of the proposed settlement initially rejected by the state." (3) First sentence of the third paragraph of Attachment §7 shall be revised to read" The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any negligent act or omission, or willful misconduct, of the Party or any agent of the Party in connection with the performance of this agreement."

§19 Shall be revised as described: (1) add to the end of the first paragraph shall be revised to read: "Notwithstanding the forgoing and with thirty (30) days advance notice to the State, Party may assign this agreement connection with the transfer of all or substantially all of its business or transfer of the line of business to which this agreement relates, whether by merger, consolidation, acquisition, sale or otherwise.

9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____