

MA 18P 20121400000000000058
NEW

State of Maine



Master Agreement

Effective Date: 12/14/20

Expiration Date: 08/31/21

Master Agreement Description: Supplies and Reagents

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Lisa Robbins 207-287-1709 ext. lisa.robbins@maine.gov

Requestor Information

Lisa Robbins 207-287-1709 ext. lisa.robbins@maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS000008087

Vendor Name

QIAGEN, LLC

Alias/DBA

Vendor Address Information

19300 Germantown Rd

Germantown, MD 20874

US

Vendor Contact Information

John Grebenc
440-493-9251 ext.
john.grebenc@qiagen.com

Commodity Information

Vendor Line #: 1

Vendor Name: QIAGEN, LLC

Commodity Line #: 1

Commodity Code: 19300

Commodity Description: Supplies and Reagents

Commodity Specifications:

Commodity Extended Description: AS PER THE SPECIFICATIONS ATTACHED AND MADE PART OF THIS MA.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	12/14/20	08/31/21
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

Jaime Schorr

12/15/2020

6D6437754DD0459

Signature

Date

Jaime C. Schorr, Chief Procurement Officer

Vendor QIAGEN, LLC

Tim Grabham

12/15/2020

Signature

Date

Tim Grabham, Assistant Secretary

Print Representative Name and Title

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input type="checkbox"/>	Bid Cover Page and Debarment Form
<input type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input checked="" type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications

The vendor agrees to supply all quoted supplies and reagents on an as needed basis at the agreed upon prices until the expiration date. Prices shall remain firm until the expiration date.

Please reference QIAGEN quote numbers 200827US01227470JR and 201013US01247657JR for updated pricing and products, which are attached and hereby incorporated into this contract. All quoted prices are in effect until 8/31/2021.

This agreement may be renewed annually until 8/31/2022.

**RIDER B
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.



Ms. Lori Webber
 Maine CDC Health & Environmental Testing Lab
 221 State Street
 Augusta, Maine
 04330

Phone: +12072871722
 Fax: +12072871727
 lori.webber@maine.gov

Sep 04, 2020
 QIAGEN LLC
 19300 Germantown Road
 Germantown, MD 20874-1415
 US Orders: 800-426-8157
 Fax: 800-718-2056

John Grebenc
 440-493-9251
 john.grebenc@qiagen.com

Quote Number 200827US01227470JR
Customer Number 305366

Dear Lori Webber

Thank you for your interest in our products. Please find below the details of your quotation.

Line Item No.	Quantity	Catalog #	Product	List Price [USD]	Discount %	Total Price [USD]
1	1	1017647	Carrier RNA(poly A) 12x1350µg	234.00	5.00	*222.30
2	1	1050875	Elution Tubes 1,5 ml (bag of 50)	16.30	5.03	*15.48
3	1	129114	Nuclease-Free Water (10 x 50 ml)	131.00	5.00	*124.45
4	1	14900-50-NF	DNeasy PowerWater Kit (50)	529.00	5.00	*502.55
5	1	150054	REPLI-g Cell WGA & WTA Kit (48)	3,311.00	5.00	*3,145.45
6	1	19075	Buffer AL	106.00	5.00	*100.70
7	1	19133	QIAGEN Proteinase K (10 ml)	346.00	5.00	*328.70
8	1	19157	QIAGEN Protease (30 AU)	271.00	5.00	*257.45
9	1	203445	HotStarTaq Master Mix Kit (1000 U)	830.00	5.00	*788.50
10	1	27106	QIAprep Spin Miniprep Kit (250)	422.00	5.00	*400.90
11	1	51306	QIAamp DNA Mini Kit (250)	757.00	5.00	*719.15
12	1	57704	QIAamp MinElute Virus Spin Kit (50)	295.00	5.00	*280.25
13	1	61104	QIAamp DSP DNA Blood Mini Kit (50), CE	175.00	5.00	*166.25
14	1	63206	DyeEx 2.0 Spin Kit (250)	875.00	5.00	*831.25
15	1	972807	PyroMark Gold Q96 Reagents (50 x 96)	1,653.00	5.00	*1,570.35

Continued next page



Line Item No.	Quantity	Catalog #	Product	List Price [USD]	Discount %	Total Price [USD]
1	1	979002	PyroMark Q96 Plate Low (100)	249.00	5.00	*236.55
2	1	979004	PyroMark Q96 Cartridge (3)	515.00	5.00	*489.25
3	1	979006	PyroMark Binding Buffer (200 ml)	58.70	5.01	*55.76
4	1	979007	PyroMark Denaturation Sol. (500 ml)	58.70	5.01	*55.76
5	1	979008	PyroMark Wash Buffer (conc., 200 ml)	58.40	5.00	*55.48
6	1	979009	PyroMark Annealing Buffer (250 ml)	58.80	5.00	*55.86
7	1	979010	PyroMark Vacuum Prep Filter Probe (100)	343.00	5.00	*325.85
8	1	979011	PyroMark Q96 Vacuum Prep Trough (5)	48.80	5.00	*46.36
9	1	990332	Filter-Tips, 200 µl (1024)	104.00	5.00	*98.80
10	1	990352	Filter-Tips, 1000 µl (1024)	105.00	5.00	*99.75
11	1	990394	Rotor Adapters (10 x 24)	45.60	5.00	*43.32
12	1	990452	Filter-Tips, 1000 µl, wide-bore (1024)	104.00	5.00	*98.80

Quote Total [USD]: **11,115.27**

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



To ensure that correct prices are invoiced please always use the quote number stated above when placing your order.

This Quote shall be governed by the QIAGEN Standard Terms and Conditions available at <http://www.qiagen.com/products/ordering-information/Ordering-terms-USA/>

Terms of Delivery and payment:

Offer validity: Valid From: 09/01/2020
Valid To: 08/31/2021

Price: Prices do not include Tax

Payment: 30 days net

This offer was created electronically and is valid without a signature.



Ms. Lori Webber
 State of Maine-HETL-DHHS
 Maine CDC Health & Environmental Testing Lab
 221 State Street
 Augusta, Maine
 04330

Oct 14, 2020
 QIAGEN LLC
 19300 Germantown Road
 Germantown, MD 20874-1415
 US Orders: 800-426-8157
 Fax: 800-718-2056

Phone: +12072871722
 Fax: +12072871727
 lori.webber@maine.gov

Quote Number 201013US01247657JR
Customer Number 310503

Dear Lori Webber

Thank you for your interest in our products. Please find below the details of your quotation.

QuantiFERON-TB Gold Plus purchase orders may be submitted via:

- Email: QFTorders@qiagen.com or customercare-us@qiagen.com
- Online: www.qiagen.com
- Phone: 800-426-8157
- Fax: 800-718-2056

For timely processing please reference your Quote Number and ensure the product numbers ordered match the product numbers exactly as shown on the quote.

To reach QuantiFERON Customer Care please call: 800-426-8157 and press option #1 to speak with a Customer Care team member between the hours of 6:00am and 4:00pm Pacific Standard Time.

Line Item No.	Quantity	Catalog #	Product	Unit Price [USD]	Total Price [USD]
1	1	622130	QFT-Plus 2 Plate Kit ELISA	*88.00	*88.00
2	1	622433	QFT-Plus Dispenser Pack (25ct)	*421.75	*421.75
3	1	622536	QFT-PlusTubes (50x TB1/TB2/Nil/Mit)	*835.50	*835.50

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

The prices quoted herein are expressly conditioned on the customer's purchase of the respective test quantity for such price.

QIAGEN may adjust the customer's price in the event customer's actual test purchase volume in a 6 month period decreases to 15% less than the prorated quantity required for that price.

In this case, the customer will be notified by QIAGEN.

Test purchases required for this price to be valid are current volume



To ensure that correct prices are invoiced please always use the quote number stated above when placing your order.

This Quote shall be governed by the QIAGEN Standard Terms and Conditions available at <http://www.qiagen.com/products/ordering-information/Ordering-terms-USA/>

Terms of Delivery and payment:

Offer validity: Valid From: 09/01/2019
Valid To: 08/31/2021

Price: Prices do not include Tax

Shipping Terms: Shipping Point, Free

Payment: 30 days net

This offer was created electronically and is valid without a signature.

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Supplies and Reagents

Contractor: QIAGEN, LLC

Contract Period Extended To: 8/31/2021

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract # MA 19121800000000000087 until August 31st, 2021 with all terms, conditions remaining as shown in the original contract, provided that the prices and items to be supplied are per quote 200827US01227470JR and 200828US01227854JG, which are attached and hereby incorporated into the contract. All quoted prices are in effect until 8/31/2021.

Copy of which is acknowledged on this date.

Contractor: QIAGEN, LLC.

By: Tim Grabham, Assistant Secretary



E-mail Address: john.grebenc@qiagen.com

Date: 10/07/2020

Dollar value the State has spent on this contract from 02/05/2020 to present:
\$14,348

State of Maine Waiver of Competitive Bidding Request Form

Form Instructions: Please provide the requested information in the white boxes below. This form is to precede all contract requests that are not the direct result of a competitive bid process.

DHHS/DCM Contract Administrator:	Chris Moiles	Office/Division/Program of Contract Administrator:	DHHS, MeCDC, Health and Environmental Testing Laboratory
Est. Contract Amount:	\$163,638.00	Contract or RQS Number:	RQS 10A-20190808*0171
		Purchasing Maine ID:	
		DHHS Agreement Number:	CD0-20-54MA25
Proposed Start Date:	9/1/2019	Proposed End Date:	8/31/2022
Vendor/Provider Name, City, State	Qiagen, Inc Carol Stream, IL		
Short Description of Good or Service:	This request is to renew a master agreement for three years, for supplies and reagents to use with Molecular/Serological instrumentation, at Maine's Health and Environmental Testing Laboratory (HETL).		
Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Procurement Services website for a period of seven consecutive calendar days.		To be completed by the Division of Procurement Services Posting dates on Division of Procurement Services website: From: <u>12/5/2019</u> To: <u>12/11/2019</u>	
Notice of Intent to Waive Competitive Bidding Number:		NOI# 1220191975	
1. Statutory Justification State of Maine statute (5 M.R.S. §1825-B(2)) allows waivers of competitive bidding only for the specific reasons listed below. Please mark the appropriate box (X) next to the justification which applies to this specific request.			
<input type="checkbox"/>	A. The procurement of goods or services by the State for county commissioners pursuant to Title 30-A, section 124, involves the expenditure of \$2,500 or less, and the interests of the State would best be served;		
<input type="checkbox"/>	B. The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make purchases without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;		
	<i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>	<i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i> Signature:	
		Printed Name:	Date:
<input checked="" type="checkbox"/>	C. After reasonable investigation by the Director of the Bureau of General Services, it appears that any required unit or item of supply, or brand of that unit or item, is procurable by the State from only one source;		
<input type="checkbox"/>	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;		
<input type="checkbox"/>	E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving: (1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service; (2) A sharing of project responsibilities and, when appropriate, costs;		
	<i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of Procurement Services "GOVCOOP" form, found here: http://www.maine.gov/purchases/info/forms/govcoop.doc.</i>		

State of Maine Waiver of Competitive Bidding Request Form

	F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids;
	G. The procurement of goods or services involves expenditures of \$10,000 or less, and procurement from a single source is the most economical, effective and appropriate means of fulfilling a demonstrated need.
	If a different authorization specifically allows for this non-competitive procurement, please provide that reference here:

Please note that the following four points below (#2 through 5) all require a response.

2. Description of Specific Need

Please identify, and fully describe, the specific problem, requirement, or need the resulting non-competitive contract would address and which makes the goods or services necessary. Explain how the requesting Department determined that the goods or services are critical and/or essential to agency responsibilities or operations.

The Maine Health and Environmental Testing Laboratory (HETL) uses instruments from the vendor, noted above, to test human specimens for a variety of infectious diseases, including multi-drug resistant TB, novel influenza and Zika virus. The instruments provided by Qiagen require specific reagents and consumables to function appropriately. No other vendor can provide these specific compatible reagents or supplies. Our testing protocols are based on our ability to use these instruments, to determine the presence of TB antigens, or extracting nucleic acids from specimens received in our laboratory.

- a) The two (2) Qiacubes instruments are used for the high-throughput extraction of nucleic acid (DNA, RNA) from clinical samples. Extracted nucleic acid is then used in several diagnostic tests to determine if clinical samples received from hospitals, Primary Care Providers, and/or external laboratories are positive for specific infectious diseases.
- b) The Pyrosequencer instrument is used to determine the exact sequence of a short strand of DNA to determine antiviral resistance within the influenza genome. This machine can also be used for other sequencing needs.
- c) The Evolis system is used to process blood samples for tuberculosis antigen which determines if a patient has active TB or is harboring a latent infection.
- d) These machines are used at HETL. It is the responsibility of HETL to perform these functions for the State of Maine. If these machines did not have proper reagents and supplies to use, several of the tests performed at HETL would be delayed, or no longer offered.

3. Availability of other Public Resources

Please explain how the requesting Department concluded that sufficient staffing, resources, or expertise is not available within the State of Maine's government, or other governmental entities (local, other state, or federal agencies) external to the requesting Department, which would be able to address the identified need more efficiently and effectively than the identified vendor.

Sufficient staffing, resources, or expertise is not available within the State of Maine's government.

4. Cost

Since a waiver of competitive bidding is being requested for this procurement, please explain how the requesting Department concluded the negotiated costs, fees, or rates are **fair and reasonable**.

Qiagen has agreed to a 5% discount in consideration of HETL's status as a non-profit governmental organization (public health laboratory).

State of Maine Waiver of Competitive Bidding Request Form

5. Future Competition

Please describe potential opportunities which may be available to foster competition for these goods or services in the future.

The department does not intend to RFP these services.

Please note that only one of the two points below ("Uniqueness" or "Timeframe") requires a response. Requesting Departments are not required to respond to both points.

6. Uniqueness

Please explain if the goods or services required are unique to a specific vendor. Describe the unique qualifications, abilities, and/or expertise of the vendor and how those particular unique factors address the specific need identified above. If the vendor has unique equipment, facilities, or proprietary data, also explain the necessity of these particular unique assets.

- a) HETL must use the Qiacubes and Pyrosequencer, per Federal CDC/FDA standard operating procedures for the extraction of nucleic acid from a pure bacterial sample or clinical specimen. HETL follows these federal CDC/FDA guidelines.
- b) The federal CDC/FDA is the governing body that sets the standards and regulations.
- c) While the federal CDC/FDA determine what standard operating procedure to follow, it is up to HETL to purchase and maintain all equipment that is needed to perform said tests.
- d) It must be stated that when performing a specific diagnostic test, the user is immediately 'locked-in' to that one sole-source for that specific diagnostic test. A diagnostic test from Company A is in no way compatible with the diagnostic test from Company B.
- e) HETL is the only laboratory in the state to conduct genetic analyses of influenza samples for antiviral resistance mutations.

7. Timeframe (Complete only if B. is the Statutory Justification marked on Page 1)

Please explain if time is of the essence and an emergency exists which requires the immediate procurement of goods or services. Describe the nature of this emergency, provide the date by which the goods or services must be delivered, and explain how that date was determined and its significance (i.e. impact if delayed beyond this date). Also, provide information as to how it was determined this vendor is the best option to address this time-sensitive procurement.

N/A

Signature of requesting Department's Commissioner or Chief Executive (or designee within the Commissioner's Office):

By signing below, I signify that my Department requests, and I approve of, this Waiver of Competitive Bidding.

Printed Name:

Ben Mann

Date:

12/2/19