

MA 18P 17022700000000000098  
MODIFICATION

## State of Maine



### Master Agreement

**Effective Date:** 02/01/17

**Expiration Date:** 02/14/22

**Master Agreement Description:** Illumina Master Agreement for Supplies and Reagents

#### Buyer Information

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

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

Lisa Robbins	207-287-1709	ext.	lisa.robbins@maine.gov
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#### Agreement Reporting Categories

**Reason For Modification:** Extension until 2/14/2022.

#### Authorized Departments

10A	DEPT OF HUMAN SERVICES
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### Vendor Information

**Vendor Line #:** 1

#### Vendor ID

VC0000211042

#### Vendor Name

ILLUMINA INC

#### Alias/DBA

#### Vendor Address Information

5200 ILLUMINA WAY

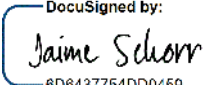
SAN DIEGO, CA 92122

US

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:  
 2/4/2021  
6D6437754DD0459...  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Jaime C. Schorr, Chief Procurement Officer

Vendor

 2/5/2021  
\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Nicole Berry, SVP, General Manager, Americas

\_\_\_\_\_  
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 checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" 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**

This master agreement is for Illumina supplies and reagents, per the quotation attached and hereby incorporated into this contract. All quoted prices are in effect until 2/14/2022. This agreement may be renewed annually and has no proposed end date, due to the proprietary nature of these supplies. The Federal Centers for Disease Control (CDC) and Health and Environmental Testing Lab (HETL) protocols require that only Illumina reagents and supplies be used for protocols designed on the Illumina Miseq.

**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.~~

**We have pre- negotiated terms that are attached to the front of this packet.**

RIDER C  
EXCEPTIONS

NA



Price Validity Date : 02/15/2021

Page 1 of 10

**CUSTOMER PRICE LIST**

<b>Customer Name</b>	: Maine Department of Health and Human Services
<b>Account Name</b>	: 4000009836
<b>Agreement Number</b>	: 00004700.0

Pricing valid as of 02/15/2021. The listing of the products on this Price List does not constitute a guarantee of current availability or current list price.

The pricing in this Customer Price List is associated with the referenced above, ("Account"). The Account may have additional agreements or other discounts associated with it.

Catalog #	Product Description	List Price (USD)	Customer Price (USD)
AmpliSeq Lib Prep			
20019103	AmpliSeq™ Library PLUS (384 Reactions) for Illumina®	24,500.00	23,275.00
20019166	AmpliSeq™ Exome Panel for Illumina®	600.00	570.00
20019107	AmpliSeq™ CD Indexes Set C for Illumina®	672.00	638.40
20019102	AmpliSeq™ Library PLUS (96 Reactions) for Illumina®	10,200.00	9,690.00
20019164	AmpliSeq™ Focus Panel for Illumina®	3,100.00	2,945.00
20019101	AmpliSeq™ Library PLUS (24 Reactions) for Illumina®	3,100.00	2,945.00
20023983	AmpliSeq™ for Illumina® On-Demand Panel (24 Reactions, 51-300 Genes)	2,000.00	1,900.00
20019162	AmpliSeq™ for Illumina® Sample ID Panel	150.00	142.50
20019104	AmpliSeq™ UD Indexes for Illumina® (24 Indexes, 24 Samples)	168.00	159.60
20019105	AmpliSeq™ CD Indexes Set A for Illumina®	672.00	638.40
20019106	AmpliSeq™ CD Indexes Set B for Illumina®	672.00	638.40
20019167	AmpliSeq™ CD Indexes Set D for Illumina®	672.00	638.40
20019168	AmpliSeq™ BRCA Panel for Illumina®	1,200.00	1,140.00
20019169	AmpliSeq™ Immune Response Panel for Illumina®	3,100.00	2,945.00
20019170	AmpliSeq™ Transcriptome Human Gene Expression Panel for Illumina®	1,080.00	1,026.00
20024479	AmpliSeq™ for Illumina® Immune Repertoire Plus, TCR beta Panel	2,800.00	2,660.00
20019171	AmpliSeq™ Library Equalizer for Illumina®	600.00	570.00
20024478	AmpliSeq™ for Illumina® Myeloid Panel	2,700.00	2,565.00
20019161	AmpliSeq™ Cancer HotSpot Panel v2 for Illumina®	650.00	617.50
20023981	AmpliSeq™ for Illumina® On-Demand Panel (96 Reactions, 301-500 Genes)	10,640.00	10,108.00
20032798	AmpliSeq™ Custom RNA Fusion Panel for Illumina®	Request Quote	Request Quote
20023977	AmpliSeq™ for Illumina® On-Demand Panel (24 Reactions, 1-50 Genes)	1,500.00	1,425.00



Price Validity Date : 02/15/2021

Page 2 of 10

Catalog #	Product Description	List Price (USD)	Customer Price (USD)
20031676	AmpliSeq™ CD Indexes Set A-D for Illumina® (384 Indexes, 384 Samples)	2,688.00	2,553.60
20031675	AmpliSeq™ for Illumina® TCR beta-SR Panel	3,600.00	3,420.00
20030873	AmpliSeq dNTP Mix	Request Quote	Request Quote
20023978	AmpliSeq™ for Illumina® On-Demand Panel (24 Reactions, 301-500 Genes)	2,660.00	2,527.00
20030696	AmpliSeq™ for Illumina® ERCC Companion Panel	960.00	912.00
20030695	AmpliSeq™ TCR beta-SR Panel	Request Quote	Request Quote
20023378	AmpliSeq™ for Illumina® Direct FFPE DNA	272.00	258.40
20022654	Ampliseq™ cDNA Synthesis for Illumina®	536.00	509.20
20019160	AmpliSeq™ Comprehensive Cancer Panel for Illumina®	2,600.00	2,470.00
20020495	AmpliSeq™ Custom DNA Panel for Illumina®	Request Quote	Request Quote
20023980	AmpliSeq™ for Illumina® On-Demand Panel (96 Reactions, 51-300 Genes)	8,000.00	7,600.00
20023979	AmpliSeq™ for Illumina® On-Demand Panel (96 Reactions, 1-50 Genes)	6,000.00	5,700.00
20020496	AmpliSeq™ for Illumina® Custom RNA Panel	Request Quote	Request Quote
20019108	Ampliseq™ CD Indexes Large Volume for Illumina® (96 Indexes, 96Samples)	960.00	912.00
20019109	AmpliSeq™ Comprehensive Panel v3 for Illumina®	5,500.00	5,225.00
20020497	AmpliSeq™ Custom DNA Large Panel for Illumina®	Request Quote	Request Quote
20028446	AmpliSeq™ for Illumina® Childhood Cancer Panel	6,500.00	6,175.00
DNA Lib Prep			
20015964	TruSeq Nano DNA Low Throughput Library Prep Kit (24 samples)	705.00	669.75
FC-131-2003	Nextera XT Index Kit v2 Set C (96 indexes, 384 samples)	1,070.00	1,016.50
20015965	TruSeq Nano DNA High Throughput Library Prep Kit (96 samples)	2,840.00	2,698.00
20020590	IDT for Illumina – TruSeq DNA UD Indexes (24 Indexes, 96 Samples)	685.00	650.75
FC-121-9999	TruSeq FFPE DNA Library Prep QC Kit (24 samples)	155.00	147.25
20015963	TruSeq DNA PCR-Free High Throughput Library Prep Kit (96 samples)	2,840.00	2,698.00
20015962	TruSeq DNA PCR-Free Low Throughput Library Prep Kit (24 samples)	705.00	669.75
20015961	TruSeq DNA Single Indexes Set B (12 Indexes, 24 Samples)	124.00	117.80
20022370	IDT for Illumina – TruSeq DNA UD Indexes (96 Indexes, 96 Samples)	685.00	650.75
FC-133-1001	Nextera® XT Library Prep Kit PulseNet (96 samples)	3,150.00	2,992.50
20018704	Illumina® DNA Prep, (M) Tagmentation (24 Samples)	1,038.00	986.10
FC-131-1024	Nextera XT DNA Library Preparation Kit (24 samples)	905.00	859.75
FC-131-1096	Nextera XT DNA Library Preparation Kit (96 samples)	3,435.00	3,263.25



Price Validity Date : 02/15/2021

Page 3 of 10

Catalog #	Product Description	List Price (USD)	Customer Price (USD)
FC-131-1001	Nextera XT Index Kit (24 indexes, 96 samples)	270.00	256.50
20023394	TruSight cfDNA UMI for HiSeq 2500 (48 Samples)	140,000.00	133,000.00
20023395	TruSight cfDNA UMI for HiSeq 4000 (48 Samples)	105,000.00	99,750.00
20015960	TruSeq DNA Single Indexes Set A (12 Indexes, 24 Samples)	124.00	117.80
20041794	Illumina® DNA PCR-Free Prep, Tagmentation (24 Samples)	912.00	866.40
20041795	Illumina® DNA PCR-Free Prep, Tagmentation (96 Samples)	3,648.00	3,465.60
20041796	Illumina® DNA PCR-Free R1 Sequencing Primer	274.00	260.30
20041797	Illumina® DNA PCR-Free Sequencing and Indexing Primer	411.00	390.45
20042221	Illumina® Lysis Kit	297.00	282.15
20015949	TruSeq DNA CD Indexes (96 Indexes, 96 Samples)	546.00	518.70
FC-131-2004	Nextera XT Index Kit v2 Set D (96 indexes, 384 samples)	1,070.00	1,016.50
20018705	Illumina® DNA Prep, (M) Tagmentation (96 Samples)	4,153.00	3,945.35
20018706	Flex Lysis Reagent Kit (96 reactions)	305.00	289.75
FC-132-1001	Nextera Mate Pair Library Prep Kit (12 indexes, 48 gel-free samples or 12 gel-plus samples)	4,162.00	3,953.90
FC-131-2002	Nextera XT Index Kit v2 Set B (96 indexes, 384 samples)	1,070.00	1,016.50
FC-131-2001	Nextera XT Index Kit v2 Set A (96 indexes, 384 samples)	1,070.00	1,016.50
20018708	Nextera™ DNA CD Indexes (96 Indexes, 96 Samples)	494.00	469.30
20018707	Nextera™ DNA CD Indexes (24 Indexes, 24 Samples)	124.00	117.80
FC-800-1001	Truseq® Nano DNA Accessory Kit	257.00	244.15
Epigenetics Lib Prep			
FC-151-1003	TruSeq-Methyl Capture EPIC Library Prep Kit (48 samples, 12 indexes)	12,985.00	12,335.75
20034197	Illumina Tagment DNA Enzyme and Buffer Small Kit	3,920.00	3,724.00
20034198	Illumina Tagment DNA Enzyme and Buffer Large Kit	7,840.00	7,448.00
IP-202-1024	TruSeq ChIP Sample Preparation Kit - Set B (12 indexes, 48 rxns)	2,925.00	2,778.75
IP-202-1012	TruSeq ChIP Library Preparation Kit - Set A (12 indexes, 48 rxns)	2,925.00	2,778.75
FC-151-1002	TruSeq-Methyl Capture EPIC Library Prep Kit (12 samples, 4 indexes)	3,570.00	3,391.50
Lib Prep Misc			
20024144	Illumina® Free Adapter Blocking Reagent (12 Reactions)	130.00	123.50
20024145	Illumina® Free Adapter Blocking Reagent (48 Reactions)	525.00	498.75
MiSeq Sequencing Consumables			
MS-102-3003	MiSeq Reagent Kit v3 (600-cycle)	1,705.00	1,619.75
MS-102-3001	MiSeq Reagent Kit v3 (150-cycle)	1,010.00	959.50
MS-103-1003	MiSeq Reagent Nano Kit v2 (500-cycles)	390.00	370.50



Price Validity Date : 02/15/2021

Page 4 of 10

Catalog #	Product Description	List Price (USD)	Customer Price (USD)
MS-103-1002	MiSeq Reagent Micro Kit v2 (300-cycles)	490.00	465.50
MS-103-1001	MiSeq Reagent Nano Kit v2 (300-cycles)	325.00	308.75
20030727	PROXY SQ CONS MISEQ	Request Quote	Request Quote
MS-102-2001	MiSeq Reagent Kit v2 (50-cycles)	910.00	864.50
MS-102-2002	MiSeq Reagent Kit v2 (300-cycles)	1,165.00	1,106.75
MS-102-2003	MiSeq Reagent Kit v2 (500-cycles)	1,310.00	1,244.50
RNA Lib Prep			
20040553	IDT® for Illumina® RNA UD Indexes Set A, Ligation (96 Indexes, 96Samples)	672.00	638.40
RS-200-0036	TruSeq Small RNA Library Prep Kit -Set C (24 rxns) (Set C: indexes 25-36)	2,524.00	2,397.80
RS-200-0048	TruSeq Small RNA Library Prep Kit -Set D (24 rxns) (Set D: indices 37-48)	2,524.00	2,397.80
RS-122-2001	TruSeq RNA Library Preparation Kit v2, Set A (48 samples, 12 indexes)	4,075.00	3,871.25
RS-122-2002	TruSeq RNA Library Preparation Kit v2, Set B (48 samples, 12 indexes)	4,075.00	3,871.25
20040534	Illumina® Stranded mRNA Prep, Ligation (96 Samples)	4,224.00	4,012.80
20040532	Illumina® Stranded mRNA Prep, Ligation (16 Samples)	800.00	760.00
20040529	Illumina® Stranded Total RNA Prep, Ligation with Ribo-Zero Plus (96Samples)	8,832.00	8,390.40
20040526	Illumina® Ribo-Zero Plus rRNA Depletion Kit (16 Samples)	989.00	939.55
20040525	Illumina® Stranded Total RNA Prep, Ligation with Ribo-Zero Plus (16Samples)	1,648.00	1,565.60
20037135	Illumina Ribo-Zero plus rRNA Depletion Kit (96 Samples)	5,299.00	5,034.05
RS-200-1001	TruSeq RNA EPH Reagent Tube	315.00	299.25
20022371	IDT for Illumina – TruSeq RNA UD Indexes (96 Indexes, 96 Samples)	685.00	650.75
20020613	TruSeq® Stranded Total RNA Library Prep Globin (96 Samples)	10,445.00	9,922.75
20020612	TruSeq® Stranded Total RNA Library Prep Globin (48 Samples)	5,775.00	5,486.25
20020598	TruSeq Stranded Total RNA Library Prep Gold (48 Samples)	5,775.00	5,486.25
20020597	TruSeq® Stranded Total RNA Library Prep Human/Mouse/Rat (96 Samples)	10,445.00	9,922.75
20020596	TruSeq® Stranded Total RNA Library Prep Human/Mouse/Rat (48 Samples)	5,775.00	5,486.25
20020599	TruSeq® Stranded Total RNA Library Prep Gold (96 Samples)	10,445.00	9,922.75
20020595	TruSeq Stranded mRNA Library Prep (96 Samples)	4,630.00	4,398.50
20020594	TruSeq® Stranded mRNA Library Prep (48 Samples)	2,315.00	2,199.25
20020591	IDT for Illumina – TruSeq RNA UD Indexes (24 Indexes, 96 Samples)	685.00	650.75
20020493	TruSeq RNA Single Indexes Set B (12 Indexes, 48 Samples)	250.00	237.50
20020492	TruSeq RNA Single Indexes Set A (12 Indexes, 48 Samples)	250.00	237.50



Price Validity Date : 02/15/2021

Page 5 of 10

Catalog #	Product Description	List Price (USD)	Customer Price (USD)
20019792	TruSeq RNA CD Index Plate (96 Indexes, 96 Samples)	555.00	527.25
20020610	TruSeq® Stranded Total RNA Library Prep Plant (48 Samples)	5,660.00	5,377.00
20020611	TruSeq® Stranded Total RNA Library Prep Plant (96 Samples)	10,240.00	9,728.00
RS-200-0012	TruSeq Small RNA Library Prep Kit -Set A (24 rxns) (Set A: indexes 1-12)	2,524.00	2,397.80
RS-200-0024	TruSeq Small RNA Library Prep Kit -Set B (24 rxns) (Set B: indexes 13-24)	2,524.00	2,397.80
20040554	IDT® for Illumina® RNA UD Indexes Set B, Ligation (96 Indexes, 96Samples)	672.00	638.40
Single Cell Lib Prep			
20014280	SureCell™ Whole Transcriptome Analysis 3' Library Prep Kit (6 CartridgesKit)	7,200.00	6,840.00
20014279	SureCell™ Whole Transcriptome Analysis 3' Library Prep Kit (2 CartridgesKit)	2,500.00	2,375.00
Sequencing Accessories			
GD-404-1001	HiSeq Rapid Rehybridization Kit	325.00	308.75
FC-110-3002	NextSeq PhiX Control Kit	155.00	147.25
20021663	NovaSeq Xp Flow Cell Dock	2,000.00	1,900.00
20021666	NovaSeq™ Xp 2-Lane Manifold Pack	695.00	660.25
20021667	NovaSeq™ Xp 4-Lane Manifold Pack	695.00	660.25
20024141	iSeq 100 System Test Kit	600.00	570.00
GD-403-4001	HiSeq® Multi-Primer Rehybridization Kit v4	355.00	337.25
DX-502-1003	Index Adapter Replacement Caps	39.00	37.05
TG-110-3001	TG PhiX Control Kit v3	205.00	194.75
PE-121-1003	TruSeq Dual Index Sequencing Primer Box, Paired-End	110.00	104.50
FC-121-1003	TruSeq Dual Index Sequencing Primer Box, Single-Read	110.00	104.50
FC-110-3001	PhiX Control v3	180.00	171.00
GD-304-2001	TruSeq cBot Multi-Primer Re-hybridization Kit v2	355.00	337.25
SY-401-2015	cBot Manifold for HiSeq	100.00	95.00
20046115	NextSeq 1000/2000 Read and Index Primers	600.00	570.00
20046116	NextSeq 1000/2000 Index Primer Kit	2,775.00	2,636.25
20046117	NextSeq 1000/2000 Read Primer Kit	2,750.00	2,612.50
SY-301-2014	cBot Manifold for Genome Analyzer platforms	85.00	80.75
CT-901-2002	Genomic Sequencing Primer Kit (up to 10 lanes)	35.00	33.25
20005160	cBot 2 Barcoded Strip Tubes	510.00	484.50
SY-312-2002	cBot™ 2 Accessory Kit	5,100.00	4,845.00
20014015	NovaSeq Library Tubes Accessory Pack (24 tubes)	1,500.00	1,425.00
20015892	HT1 Buffer	120.00	114.00





Price Validity Date : 02/15/2021

Page 6 of 10

Catalog #	Product Description	List Price (USD)	Customer Price (USD)
MS-102-9999	MiSeq® Disposable Wash Tubes	3.00	2.85
GD-310-1001	HiSeq® 3000/4000 cBot™ Multi-Primer Rehybridization Kit	345.00	327.75
Silver Service Contract			
20020084	Autoloader2 Warranty Upgrade: Silver Support Plan	4,085.00	3,880.75
20019982	MiniSeq Silver Support Plan	6,930.00	6,583.50
20019981	iScan Silver Support Plan	32,130.00	30,523.50
20019979	HiSeq X Silver Support Plan	131,230.00	124,668.50
20019978	HiSeq 4000 Silver Support Plan	114,455.00	108,732.25
20020114	NovaSeq 6000 Warranty Upgrade: Silver Support Plan	26,250.00	24,937.50
20020113	NextSeq 550 Warranty Upgrade: Silver Support Plan	10,545.00	10,017.75
20020112	NextSeq 500 Warranty Upgrade: Silver Support Plan	9,390.00	8,920.50
20020111	MiSeq Dx Warranty Upgrade: Silver Support Plan	5,475.00	5,201.25
20020109	MiSeq Warranty Upgrade: Silver Support Plan	4,380.00	4,161.00
20020108	MiniSeq Warranty Upgrade: Silver Support Plan	2,180.00	2,071.00
20020107	iScan Warranty Upgrade: Silver Support Plan	10,065.00	9,561.75
20020105	HiSeq X Warranty Upgrade: Silver Support Plan	22,990.00	21,840.50
20019967	Autoloader Silver Support Plan	10,665.00	10,131.75
20019968	Autoloader 2 Silver Support Plan	10,935.00	10,388.25
20019969	cBot Silver Support Plan	9,438.00	8,966.10
20019970	cBot2 Silver Support Plan	8,830.00	8,388.50
20019973	HiSeq 1000 Silver Support Plan	92,455.00	87,832.25
20019974	HiSeq 1500 Silver Support Plan	97,515.00	92,639.25
20019975	HiSeq 2000 Silver Support Plan	98,560.00	93,632.00
20019976	HiSeq 2500 Silver Support Plan	107,690.00	102,305.50
20019977	HiSeq 3000 Silver Support Plan	110,715.00	105,179.25
20020083	Autoloader Warranty Upgrade: Silver Support Plan	Request Quote	Request Quote
20040648	NextSeq 1000 Silver Support Plan	27,300.00	25,935.00
20040650	NextSeq 1000 Warranty Upgrade: Silver Plan	8,400.00	7,980.00
20040667	NextSeq 2000 Silver Support Plan	43,550.00	41,372.50
20040669	NextSeq 2000 Warranty Upgrade: Silver	13,400.00	12,730.00
20020085	cBot Warranty Upgrade: Silver Support Plan	2,904.00	2,758.80
20020086	cBot2 Warranty Upgrade: Silver Support Plan	2,725.00	2,588.75
20020089	HiSeq 1000 Warranty Upgrade: Silver Support Plan	Request Quote	Request Quote
20019988	NovaSeq 6000 Silver Support Plan	122,745.00	116,607.75
20020100	HiSeq 1500 Warranty Upgrade: Silver Support Plan	Request Quote	Request Quote



Price Validity Date : 02/15/2021

Page 7 of 10

Catalog #	Product Description	List Price (USD)	Customer Price (USD)
20020101	HiSeq 2000 Warranty Upgrade: Silver Support Plan	Request Quote	Request Quote
20020102	HiSeq 2500 Warranty Upgrade: Silver Support Plan	Request Quote	Request Quote
20020103	HiSeq 3000 Warranty Upgrade: Silver Support Plan	26,895.00	25,550.25
20020104	HiSeq 4000 Warranty Upgrade: Silver Support Plan	22,550.00	21,422.50
20019987	NextSeq 550 Silver Support Plan	39,075.00	37,121.25
20019986	NextSeq 500 Silver Support Plan	35,535.00	33,758.25
20024963	NextSeq 550Dx Warranty Upgrade: Silver Support Plan	13,110.00	12,454.50
20024564	NextSeq 550Dx Silver Support Plan	42,510.00	40,384.50
20019985	MiSeq Dx Silver Support Plan	17,775.00	16,886.25
20019983	MiSeq Silver Support Plan	14,070.00	13,366.50
Targeted Amplicon Sequencing Lib Prep			
20006259	TruSeq® Custom Amplicon Dx – FFPE QC	1,025.00	973.75
20010190	TruSight HLA-DRB Primers v2	75.00	71.25
20015966	TruSight Lymphoma 40 (8 Samples)	1,225.00	1,163.75
20015967	TruSight Lymphoma 40 (48 Samples)	5,255.00	4,992.25
20018978	TruSeq Genotype Ne (96 Samples)	Request Quote	Request Quote
RT-402-1004	TruSeq Targeted RNA Index Kit D (96 indexes, 384 samples)	1,070.00	1,016.50
RT-402-1003	TruSeq Targeted RNA Index Kit C (96 indexes, 384 samples)	1,070.00	1,016.50
RT-402-1002	TruSeq Targeted RNA Index Kit B (96 indexes, 384 samples)	1,070.00	1,016.50
FC-130-1010	TruSight Myeloid Sequencing Panel (96 samples)	10,100.00	9,595.00
RT-401-1001	TruSeq Targeted RNA Index Kit (48 indexes, 48 samples)	735.00	698.25
RT-402-1001	TruSeq Targeted RNA Index Kit A (96 indexes, 384 samples)	1,070.00	1,016.50
FC-130-1006	TruSeq Custom Amplicon Filter Plate (1 plate)	51.00	48.45
FC-130-1005	TruSeq Index Plate Fixture Kit (2 fixtures)	155.00	147.25
OP-101-1002	TruSight Tumor 15 (Library Prep Only)	2,470.00	2,346.50
FC-130-1007	TruSeq Index Plate Fixture & Collar Kit (2 each)	180.00	171.00
RT-101-1001	TruSeq Targeted RNA Custom Panel Kit (48 samples)	Request Quote	Request Quote
RT-102-1001	TruSeq Targeted RNA Custom Panel Kit (96 samples)	Request Quote	Request Quote
FC-130-1003	TruSeq Custom Amplicon Index Kit (96 indexes, 384 samples)	970.00	921.50
20005718	TruSeq® Custom Amplicon Kit Dx	4,200.00	3,990.00
Targeted Enrichment Sequencing Lib Prep			
RS-303-1003	TruSight RNA Pan-Cancer Panel Set B	7,570.00	7,191.50
RS-304-1002	TruSight RNA Fusion Panel Set A (48 samples)	7,040.00	6,688.00
OP-101-1004	TruSight Tumor 170 Kit (24 Samples)	8,405.00	7,984.75
20020189	TruSeq® RNA Library Prep for Enrichment (48 Samples)	2,480.00	2,356.00



Price Validity Date : 02/15/2021

Page 8 of 10

Catalog #	Product Description	List Price (USD)	Customer Price (USD)
RS-304-1003	TruSight RNA Fusion Panel Set B (48 samples)	7,040.00	6,688.00
20020183	Illumina Exome Panel – Enrichment Oligos Only	1,755.00	1,667.25
FC-140-1103	TruSight Rapid Capture (4 indexes, 16 samples, 4 enrichments)	3,010.00	2,859.50
20047050	Respiratory Pathogen ID/AMR Enrichment Kit Set A (RUO) (96 indexes, 96samples)	13,248.00	12,585.60
20046969	Respiratory Pathogen ID/AMR Enrichment Kit Set B (RUO) (96 indexes, 96samples)	13,248.00	12,585.60
20042348	IA IDT for Illumina UMI DNA Index Anchors - Set B	515.00	489.25
20042347	TG IDT for Illumina UMI DNA Index Anchors - Set A	1,104.00	1,048.80
20040543	Illumina® RNA Prep, (L) Tagmentation (96 Samples)	5,472.00	5,198.40
20040542	Illumina RNA Prep, (L) Tagmentation (16 Samples)	1,088.00	1,033.60
RS-303-1002	TruSight RNA Pan-Cancer Panel Set A	7,570.00	7,191.50
20020490	TruSeq® RNA Enrichment (12 enrichments)	2,995.00	2,845.25
20011891	Canadian Consortia inherited Cancer	515.00	489.25
20020614	TruSeq Exome Kit (24 Samples)	3,425.00	3,253.75
20020615	TruSeq® Exome Kit (96 Samples)	6,855.00	6,512.25
20025519	Illumina® DNA Prep, (S) Tagmentation (16 Samples)	768.00	729.60
20025520	Illumina® DNA Prep, (S) Tagmentation (96 Samples)	4,032.00	3,830.40
20025523	Illumina® DNA Prep with Enrichment, (S) Tagmentation (16 Samples)	3,520.00	3,344.00
20025524	Illumina® DNA Prep with Enrichment, (S) Tagmentation (96 Samples)	8,160.00	7,752.00
15069292	Cancer NRC 262KAdd	515.00	489.25
FC-140-1106	TruSight Rapid Capture (96 indexes, 288 samples, 24 enrichments)	27,735.00	26,348.25
20010188	TruSight® Tumor 170 Content Set	365.00	346.75
FC-140-1105	TruSight Rapid Capture (24 indexes, 96 samples, 8 enrichments)	10,100.00	9,595.00
FC-140-1104	TruSight Rapid Capture (24 indexes, 48 samples, 4 enrichments)	7,515.00	7,139.25
20040541	Illumina® RNA Fast Hyb Enrichment (96 Samples)	5,568.00	5,289.60
20027214	IDT® for Illumina® DNA/RNA UD Indexes Set B, Tagmentation (96 Indexes,96 Samples)	672.00	638.40
FC-121-0205	TruSight Inherited Disease Sequencing Panel (48 samples)	500.00	475.00
FC-121-0202	TruSight Cancer – Enrichment Oligos only (4 or 8 Enrichment Reactions)	525.00	498.75
20027215	IDT® for Illumina Nextera DNA Unique Dual Indexes Set C (96 Indexes, 96Samples)	672.00	638.40
20027216	IDT® for Illumina Nextera DNA Unique Dual Indexes Set D (96 Indexes, 96Samples)	672.00	638.40
20027213	IDT® for Illumina® DNA/RNA UD Indexes Set A, Tagmentation (96 Indexes,96 Samples)	672.00	638.40



Price Validity Date : 02/15/2021

Page 9 of 10

Catalog #	Product Description	List Price (USD)	Customer Price (USD)
20027217	IDT® for Illumina Nextera DNA Unique Dual Indexes Sets A-D (384 Indexes,384 Samples)	2,688.00	2,553.60
FC-140-1101	TruSight Rapid Capture (1 index, 8 samples, 8 enrichments)	1,970.00	1,871.50
FC-140-1007	Nextera® Rapid Capture CustomKit (48 samples)	Request Quote	Request Quote
FC-140-1102	TruSight Rapid Capture (2 indexes, 8 samples, 4 enrichments)	1,675.00	1,591.25
20028469	Nextera DNA Flex Library Prep Kit Enrichment (96 Samples)-CareDx	5,280.00	5,016.00
20029226	TruSight One Expanded – Enrichment Oligos only (6 Enrichment Reactions)	1,100.00	1,045.00
20029227	TruSight One – Enrichment Oligos only (6 Enrichment Reactions)	1,100.00	1,045.00
20029229	TruSight Cardio – Enrichment Oligos only (8 Enrichment Reactions)	590.00	560.50
20029550	TruSeq Neurodegeneration - Enrichment Oligos only (8 EnrichmentReactions)	576.00	547.20
20029551	TruSight Hereditary Cancer – Enrichment Oligos Only (8 EnrichmentReactions)	605.00	574.75
20033600	Nextera Flex Enrichment OEM Large Fills	Request Quote	Request Quote
20034701	IDT® for Illumina® UMI DNA/RNA UD Indexes Set A, Ligation (96 Indexes,96 Samples)	960.00	912.00
20034702	IDT® for Illumina® UMI DNA/RNA UD Indexes Set B, Ligation (96 Indexes,96 Samples)	960.00	912.00
20034703	IDT for Illumina UMI DNA Index Anchors Set C	960.00	912.00
20034704	IDT for Illumina UMI DNA Index Anchors Set D	960.00	912.00
20036925	TruSight Cystic Fibrosis Library Prep	3,200.00	3,040.00
20038672	Nextera DNA Flex Pre-Enrichment Library Prep Reagents – High Throughput	288,000.00	273,600.00
20038673	Nextera DNA Flex Enrichment Reagents – High Throughput	403,200.00	383,040.00
20040536	Illumina® RNA Prep with Enrichment, (L) Tagmentation (16 Samples)	2,880.00	2,736.00
20040537	Illumina® RNA Prep with Enrichment, (L) Tagmentation (96 Samples)	11,040.00	10,488.00
20040540	Illumina RNA Fast Hyb Enrichment (16 Samples)	1,792.00	1,702.40
Billable Services			
20016105	MiSeq™ System Calibration + 6 Month Reagent Replacement Plan	4,950.00	4,702.50
20036224	Letter of Credit Fee	Request Quote	Request Quote
20036223	Logistics Fee	Request Quote	Request Quote
20016106	MiSeq™ System Calibration + 6 Month Field Support Plan	7,065.00	6,711.75
20016109	HiSeq™ System Calibration + 6 Month Field Support Plan	44,715.00	42,479.25
20033720	TruSight™ Oncology 500 Analytical Evaluation Service	24,999.00	23,749.05
SP-901-1002	Illumina® Product Care 2-Day Response (Single Event)	2,735.00	2,598.25
SP-901-1001	Illumina® Product Care 1-Day Response (Single Event)	4,115.00	3,909.25



Price Validity Date : 02/15/2021

Page 10 of 10

Catalog #	Product Description	List Price (USD)	Customer Price (USD)
SW-350-1001	BaseSpace Cohort Analyzer-Professional Services	Request Quote	Request Quote
SV-150-1003	Instrument Relocation	Request Quote	Request Quote
20029031	Time and Materials Service	8,000.00	7,600.00
20025874	AmpliSeq™ for Illumina®, Sequencing Service	975.00	926.25
20025875	Nextera Rapid Capture Custom Enrichment, Custom Sequencing Service	670.00	636.50
20025877	Titanium, Custom Sequencing Service	720.00	684.00
20025876	Nextera DNA Flex, Custom Sequencing Service	540.00	513.00
SV-500-1017	FAS Per Diem - MA	445.00	422.75
SV-500-1013	FAS Travel - MA	Request Quote	Request Quote
SV-500-1011	FSE Travel - MA	Request Quote	Request Quote
SV-500-1009	On-Site FSE Labor - MA	445.00	422.75
WG-320-3001	Infinium HumanCytoSNP-12 Customer Sample Evaluation	4,000.00	3,800.00
20004522	ILMN System Performance Check	43,710.00	41,524.50
SV-150-1001	Instrument Recertification	5,300.00	5,035.00
SV-500-1001	Service Parts and Labor Estimate	Request Quote	Request Quote
SV-500-1003	On-Site FAS Labor-MA	445.00	422.75
20042760	Illumina GenTrain Service	Request Quote	Request Quote
20004521	ILMN Instrument Verification	7,665.00	7,281.75
20004354	Illumina Instrument Relicensing Fee	Request Quote	Request Quote
20040674	NextSeq 2000 Proof of Concept (POC)	Request Quote	Request Quote
20040655	NextSeq 1000 Proof of Concept (POC)	10,700.00	10,165.00
SV-475-1001	Illumina® High-Throughput Sequencing Consulting Service	81,975.00	77,876.25
20016091	Workflow Design and Evaluation Service for NovaSeq™ System	21,000.00	19,950.00



Quotation Number: 00004700.0

Quotation Date: Feb 15 2021

Expiration Date: Feb 14 2022

Page 1 of 6

**Illumina, Inc**  
5200 Illumina Way  
San Diego CA 92122-4616  
USA

Hereinafter referred to as "Illumina"

**CUSTOMER INFORMATION**

<b>Customer Name</b>	Maine Department of Health and Human Services 221 State St Station #12 Augusta Maine USA, 04333-0012
<b>Account Number</b>	4000009836
<b>Quotation Date</b>	Feb 15 2021
<b>Expiration Date</b>	Feb 14 2022

**HOW TO ORDER**

<b>For all <u>consumable</u> orders</b> please submit your order online through MyIllumina ( <a href="http://my.illumina.com">http://my.illumina.com</a> ).	<b>For all <u>other</u> orders</b> please submit your institutional Purchase Order and a complete copy of this quotation to the attention of: <b>Illumina Customer Service</b> <a href="mailto:customerservice@illumina.com">customerservice@illumina.com</a> Toll Free: +1.800.809.ILMN (4566)
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**Illumina Sales Representative:**

Laura Gray  
(858) 245-4856  
[lgray1@illumina.com](mailto:lgray1@illumina.com)



**Quotation Number:** 00004700.0

**Quotation Date:** Feb 15 2021

**Expiration Date:** Feb 14 2022

**ELIGIBLE ACCOUNTS**

Account Number	Account Name	Illumina Legal Entity
4000009836	Maine Department of Health and Human Services	Illumina, Inc 5200 Illumina Way San Diego CA 92122-4616 USA

**PRODUCTS AND DISCOUNTS**

Customer receives the discount(s) on the product families and individual products listed herein (excludes promotionally priced consumables, select consumables, software, hardware, or new instrument purchases, unless otherwise specified).

Please contact your Illumina Sales Representative for a complete Price List of current products and pricing associated with this Standing Quote.

**Product Family Discounts**

Product Family	Customer Discount %
MiSeq Sequencing Consumables	5.00%
AmpliSeq Lib Prep	5.00%
DNA Lib Prep	5.00%
Epigenetics Lib Prep	5.00%
Lib Prep Misc	5.00%
RNA Lib Prep	5.00%
Single Cell Lib Prep	5.00%
Targeted Amplicon Sequencing Lib Prep	5.00%
Targeted Enrichment Sequencing Lib Prep	5.00%
Billable Services	5.00%
Silver Service Contract	5.00%
Sequencing Accessories	5.00%



**Quotation Number:** 00004700.0**Quotation Date:** Feb 15 2021**Expiration Date:** Feb 14 2022

Page 4 of 6

**CONDITIONS OF SALE**

- This Standing Quote, which can be used for multiple purchases, is only valid until 5:00pm on the expiration date listed on page 1. All Customer purchase orders received by Illumina that include any discounted pricing stated herein must be in the respective account currency and reference this Quotation for the discounts to apply.
- Any offer to sell and related discounts herein are contingent upon Customer satisfactorily meeting Illumina credit criteria.
- Unless otherwise indicated, all discounts will be applied to Illumina's then current list price. Illumina may, at its sole discretion, adjust discount percentages for future products or make any list price adjustments to the products offered on this Standing Quotation.
- The products featured on this Standing Quotation are subject to their availability at the time of receipt of a Customer purchase order by Illumina. Any listing of the products on this Standing Quotation does not constitute a guarantee current availability.
- The pricing and terms of this Standing Quotation shall be kept confidential except as needed to execute the purchase order.
- Discounts for consumables apply only to the products and product families specified in the table(s) herein. Exclusions may apply.
- Tax is an estimate and is subject to change upon invoicing based upon the appropriate tax regulations.

**SHIP HOLD POLICY**

In cases where this Quotation does not include a pre-defined ship schedule, the following ship hold terms shall apply:

- All orders must have a defined ship schedule. The initial ship date must be no later than three (3) months from the date the purchase order is received by Illumina (as provided in the Order Confirmation) and the entire order must be shipped complete within twelve (12) months from Illumina's receipt of the purchase order.
- Any exceptions to these ship hold terms must be agreed to in writing by Illumina and the Customer must pre-pay at least fifty percent (50%) of the purchase order amount of the affected shipments.
- Customers may request two (2) shipment delays for any single purchase order. The total months of delayed shipment for shipments associated with a single purchase order shall not exceed six (6) months.
- If Customer has requested a delayed shipment, Illumina reserves the right to change the lead time necessary to initiate Customer's first shipment (which may be longer than the lead time quoted at the time of the order placement).
- If Customer cannot take shipment in accordance with these terms, Illumina reserves the right to cancel the order in its entirety without any liability to the Customer.

Illumina does not supply plastics such as microplates or pipette tips for use in the listed assays and these are not included in the consumables pricing provided; however, as a result of the highly multiplexed nature of all assays, plastics alone contribute minimally to the final cost.

**TERMS & CONDITIONS**

The offer contained in this document is automatically revoked by Illumina if not executed by Customer and a purchase order received by Illumina before 5:00 pm (based on the location of the Illumina quoting entity) on the expiration date shown on page 1 of this Quotation.

By this Quotation, Illumina conditionally offers to Customer the Illumina products and/or services described above. This offer is conditional on, and may only be accepted by, Customer's agreement that Illumina's terms and conditions listed below or otherwise included with the product or service, as applicable to the specific product or service quoted ("Terms and Conditions"), is the sole and exclusive agreement between Customer and Illumina with respect to the particular product or service.

For the avoidance of doubt, any terms and conditions applicable to "Test Specific Products" that have a specific intended use in such products' documentation, as set forth in such terms and conditions, are applicable only to in vitro diagnostic products.

Additionally, notwithstanding the Illumina entity that is listed on the cover page of this Quotation, the parties understand and agree that in the event an Illumina affiliate provides products or services to Customer, such Illumina affiliate is the relevant quoting and contracting entity for such products or services under this Quotation and the relevant Terms and Conditions.

By submitting an order, Customer accepts and agrees that the Terms and Conditions referenced in this Quotation is the sole and exclusive agreement between Customer and Illumina with respect to the products and/or services as described above and accepts all other terms of this quotation. NOTWITHSTANDING THE FOREGOING, IF ILLUMINA AND CUSTOMER HAVE ENTERED INTO A VALID AND ENFORCEABLE SIGNED AGREEMENT GOVERNING THE ILLUMINA PRODUCTS AND/OR SERVICES DESCRIBED ABOVE, THE ORDER OF PRECEDENCE BETWEEN THE AGREEMENT AND THE TERMS AND CONDITIONS SHALL BE AS FOLLOWS: IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE AGREEMENT AND THE TERMS AND CONDITIONS, OR IF THE AGREEMENT INCLUDES ADDITIONAL TERMS NOT ADDRESSED IN THE TERMS AND CONDITIONS, THE AGREEMENT SHALL GOVERN WITH RESPECT TO SUCH TERMS.

<https://www.illumina.com/company/legal/terms-and-conditions.html>


### Debarment, Performance, and Non-Collusion Certification

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Mark Van Oene	Title: SVP and Chief Commercial Officer
Authorized Signature: 	Date: March 2, 2020

## EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Supplies and Reagents

**Contractor:** Illumina

**Contract Period Extended To:** 2/14/2021

**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 17022700000000000098 until February 14<sup>th</sup>, 2021 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: Illumina, Inc.

By: Mark Van Oene  
SVP and Chief Commercial Officer



E-mail Address: [contratadmin@illumina.com](mailto:contratadmin@illumina.com)

Date: February 24, 2020

**Dollar value the State has spent on this contract from 2/14/2019 to present:**

\$ 79,987.68



## State of Maine Waiver of Competitive Bidding Request Form (Formerly Sole Source Authorization 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.

<b>Requesting Department's Contract Administrator:</b>	Nicholas Matluk, Supervisor of Microbiology	<b>Office/Division/Program of Contract Administrator:</b>	DHHS, MECDC, HETL
<b>Est. Contract Amount:</b>	master agreement for supplies and reagents	<b>Contract or RQS Number:</b>	RQS to be created after approval
		<b>DHHS Agreement Number:</b>	N/A
<b>Proposed Start Date:</b>	February 2017	<b>Proposed End Date:</b>	None: ongoing need for supplies/reagents
<b>Vendor/Provider Name, City, State</b>	Illumina, Inc. 5200 Illumina Way San Diego, CA 92122		
<b>Short Description of Good or Service:</b>	master agreement for supplies and reagents		
<p>Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Purchases' website for a period of seven consecutive calendar days.</p>		<p><i>To be completed by the Division of Purchases</i> Posting dates on Division of Purchases' website: From: <u>2/16/2017</u> To: <u>2/22/2017</u></p>	
<b>Notice of Intent to Waive Competitive Bidding Number:</b>		NOI# 0220170204	
<p><b>1. Statutory Justification</b> 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.</p>			
<input type="checkbox"/>	<p>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;</p>		
<input type="checkbox"/>	<p>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;</p>		
<input type="checkbox"/>	<p><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></p>	<p><i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i> <b>Signature:</b></p>	
<input type="checkbox"/>	<b>Printed Name:</b>		<b>Date:</b>
<input checked="" type="checkbox"/>	<p>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;</p>		
<input type="checkbox"/>	<p>D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;</p>		
<input type="checkbox"/>	<p>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;</p>		
<input type="checkbox"/>	<p><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 Purchases "GOVCOOP" form, found here: <a href="http://www.maine.gov/purchases/info/forms/govcoop.doc">http://www.maine.gov/purchases/info/forms/govcoop.doc</a>.</i></p>		
<input type="checkbox"/>	<p>F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of</p>		



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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:	N/A

**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.

Federal CDC is eliminating the use of Pulsed-field Electrophoresis (PFGE) for foodborne outbreak surveillance across the nation as early as 2018. States which are proficient in whole genome sequencing will no longer be funded for PFGE. HETL will become proficient in whole genome sequencing in the Winter of 2016. Therefore, federal funds will not be available for PFGE reagents/supplies.

The miSeq DNA next-gen sequencer (Illumina) would be used in the following applications:

- Supplement PFGE/Pulsenet program for foodborne outbreaks
- Analysis of antibiotic resistance plasmids
- Influenza mutations
- Molecular identification of E.coli and Shigella (16s sequencing cannot discriminate) and other bacteria
- Molecular identification of Mycobacterium outbreaks and discrimination of species
- Instrument will support the development of sequencing methodology for a variety of emerging pathogens that are anticipated to be tested within public health labs.

This is a document to put Illumina on a State of Maine Master Agreement. Federal CDC and HETL protocols require that only Illumina reagents supplies be used for protocols designed on the Illumina MiSeq

### 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.

- a) Nucleic Acid Testing is a highly technical technique requiring dedicated staff, laboratory space, hardware and software. HETL is the 'go-to' contract laboratory that hospitals, Primary Care Providers (PCPs) and external laboratories count on for performing Nucleic Acid Testing for foodborne outbreaks in the State of Maine, and therefore does not and will not contract out this service.
- b) HETL is the State Health and Environmental Testing Laboratory and the sole source of the state to provide such services. Testing for infectious disease via Nucleic Acid Testing is a highly technical technique requiring dedicated staff, laboratory space, hardware and software. HETL is the laboratory that hospitals, PCP's and external laboratories and Infectious Disease Epidemiology at the Maine CDC count on for performing Polymerase Chain Reaction testing in the State of Maine for vaccine preventable diseases, Bioterrorism Agents, pandemic Influenza, antibiotic resistance, viral resistance, , and foodborne outbreaks and therefore does not and will not contract out this service..
- c) HETL is the State Health and Environmental Testing Laboratory and the sole source of the state to provide testing for biological terrorism agents and DNA fingerprinting for foodborne outbreaks. Many of the protocols used by HETL are unavailable to the general private laboratory (they are not part of the LRN or do not have access to Federal CDC protocols)



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### 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.

- a) Only Illumina sells the MiSeq whole genome sequence. Federal CDC and FDA released funds to purchase this equipment through the Epidemiology and Laboratory Capacity (ELC) grant awarded to the Maine CDC.
- b) The federal CDC/FDA in many cases sets the rules and guidelines in the form of standard operating procedures (SOPs). In order to provide diagnostic testing to the State of Maine HETL must follow the guidelines instituted by the federal CDC/FDA. Therefore, HETL has purchased and currently maintains the equipment required to run CDC/FDA approved diagnostic tests.

### 5. Future Competition

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

- a) While HETL recognizes the need for competition in order to acquire the lowest price, in this specific case, the federal agency which sets the standard operating procedures has determined that the MiSeq from Illumina will be replacing the legacy PFGE protocols. Because HETL follows the federal CDC/FDA guidelines, this does mean that HETL is 'locked-in' to specific test/machine/reagents.
- b) HETL cannot change vendors as the SOPs we use are instituted/regulated by the CDC/FDA
- c) HETL is the only laboratory in the State which can offer this type of service

**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 is the only laboratory in the state of Maine that conducts outbreak investigations through Federal CDC PulseNet program. PulseNet is a network of local and state public health laboratories that use a subtyping technique called Pulsed-Field Gel Electrophoresis (PFGE), also called DNA fingerprinting, to detect, investigate, and control outbreaks of foodborne infection and hospital acquired infections. Subtyping allows scientists to see the differences between bacterial strains of the same species and monitor the trends of those bacteria. Federal CDC is eliminating the use of PFGE as a method and migrating to whole genome sequencing.
- b) Only Illumina sells the MiSeq whole genome sequence. Federal CDC will require this instrument as a replacement for PFGE as soon as HETL becomes proficient in whole genome sequencing (Winter 2016)

### 7. Timeframe


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.

- a) Immediate Need. HETL has run out of reagents and supplies and cannot continue the following
  - Validation studies
  - Supplement PFGE/PulseNet program for foodborne outbreaks
  - Analysis of antibiotic resistance plasmids
  - Influenza mutations
  - Molecular identification of E.coli and Shigella (16s sequencing cannot discriminate) and other bacteria
  - Molecular identification of Mycobacterium outbreaks and discrimination of species



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- Instrument will support the development of sequencing methodology for a variety of emerging pathogens that are anticipated to be tested within public health labs.

<b>Signature of requesting Department's Commissioner or Chief Executive (or designee within the Commissioner's Office):</b>	<i>By signing below, I signify that my Department requests, and I approve of, this Waiver of Competitive Bidding.</i>
<b>Printed Name:</b>	
<b>Date:</b>	2-15-17



Maine Department of Health and Human Services and Illumina, Inc.

Terms and Conditions of Sale -- Research Use Products

1. Definitions

“**Consumable(s)**” means Seller branded reagents and consumable items that are intended by Seller to be consumed through the use of Hardware. “**Documentation**” means Seller’s user manual, package insert, and similar technical documentation, for the Product in effect on the date that the Product ships from Seller. Documentation may be provided with the Product at time of shipment or provided electronically from Seller. “**Hardware**” means Seller branded instruments, accessories, or peripherals. “**Product(s)**” means the item(s) acquired hereunder. Products may be Hardware, Consumables, or Software. Software may be embedded in or installed on Hardware or provided separately. “**Purchaser**” means the person or entity acquiring the Product with the intent to use the Product, from (i) Seller or (ii) Seller’s authorized distributor or reseller. “**Seller**” means the Illumina entity selling the Product. The Seller is identified on the quotation, order acknowledgment or similar communication, or Seller website if the order is being placed electronically at Seller’s website. “**Software**” means Seller branded software (e.g., Hardware operating software, data analysis software). “**Specifications**” means Seller’s written technical specifications for the Product in effect on the date that the Product ships from Seller.

2. Rights to Products upon Purchase

Subject to these terms and conditions, Purchaser is granted only a non-exclusive, non-transferable, personal, non-sublicensable right under Seller’s Core IP to use the Product in Purchaser’s facility in accordance with the Product’s Specifications and Documentation, specifically excluding the following “**Excluded Uses**”: any use that (a) is a use of the Product to perform non-invasive pre-natal testing, (b) is a use of the Product as, or as a component of, an in vitro diagnostic device, or (c) is a use of the Product to perform testing of human samples and specimens where results are reported, directly or indirectly, to a patient or healthcare practitioner. All Software, whether provided separately, installed on, or embedded in a Product, is licensed to Purchaser, not sold. Except as expressly stated in this Section no right or license under any intellectual property rights of Seller or Seller’s affiliates is or are granted, expressly, by implication, or by estoppel, to Purchaser, and any such rights are expressly reserved to Seller and its affiliates. Purchaser agrees that the contents of and methods of operation of the Product are proprietary to Seller and the Product contains or embodies trade secrets of Seller. “**Core IP**” means the intellectual property owned or controlled by Seller and Seller’s wholly-owned affiliates, as of the date the Product ships, that pertain to or cover aspects or features of the Product (or use thereof) that are common to the Product in all applications and all fields of use but does not include intellectual property that pertain to or cover aspects or features of the Product (and use thereof) only with regard to specific field(s) or specific application(s).

**Purchaser is solely responsible for determining whether Purchaser has all intellectual property rights that are necessary for Purchaser’s intended uses of the Product.**

3. Product Restrictions

The conditions and restrictions found in these terms and conditions are bargained for conditions of sale and therefore control the sale of and use of the Products by Purchaser.

- a. **Unauthorized Uses of Products.** Purchaser agrees: (i) to only use the Product in accordance with the Product’s Documentation and Specifications and not to, nor authorize any third party to, use the Products as described in any Excluded Uses, (ii) to use each Consumable only one time, and (iii) to use only Seller Consumables with Seller Hardware. The limitations in (ii)-(iii) do not apply if the Documentation or Specifications for the Product expressly state otherwise.
- b. **Unauthorized Transfer of Products.** Licenses to the Software are not transferable. Purchaser agrees to not sell, rent, lease, loan, transfer or assign or otherwise dispose of any Hardware or component thereof containing Software to any third party unless Purchaser first erases or removes the Software.

4. Regulatory

The Product is labeled with a For Research Use Only or similar labeling statement and is not for use in diagnostic procedures. Purchaser acknowledges that (i) the Product has not been approved, cleared, or licensed by the United States Food and Drug Administration or any other regulatory entity whether foreign or domestic for any specific intended use, whether research, commercial, diagnostic, or otherwise, and (ii) Purchaser must ensure it has any regulatory approvals that are necessary for Purchaser’s intended uses of the Product. Purchaser further agrees to comply with all applicable laws and regulations when using, maintaining, and disposing of Product.

5. Limited Liability

**TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER OR ITS SUPPLIERS BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH, WITHOUT LIMITATION, THE SALE OF THE PRODUCT, ITS USE, SELLER’S PERFORMANCE OR ANY OF THESE TERMS AND CONDITIONS, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE).**

**TO THE EXTENT PERMITTED BY LAW, SELLER’S TOTAL AND CUMULATIVE LIABILITY TO PURCHASER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, THE PRODUCT (INCLUDING USE THEREOF) AND SELLER’S PERFORMANCE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO SELLER FOR THE PARTICULAR PRODUCT CONTAINED IN THE PARTICULAR ORDER THAT DIRECTLY CAUSED THE LIABILITY.**

6. Limitations on Warranties

**TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXPRESS PRODUCT WARRANTY MADE IN THESE TERMS AND CONDITIONS SELLER MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE**



OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE PRODUCT FOR PURCHASER'S INTENDED USES.

## 7. Product Warranty

All warranties are personal to the Purchaser and may not be transferred or assigned to a third-party, including an affiliate of Purchaser. All warranties are facility specific and do not transfer if the Product is moved to another facility of Purchaser, unless Seller conducts such move. The warranties described in these terms and conditions exclude any stand-alone third party goods that may be acquired or used with the Products.

- a. **Warranty for Consumables.** Seller warrants that Consumables, other than custom Consumables, will conform to their Specifications until the later of (i) 3 months from the date of shipment from Seller, or (ii) any expiration date or the end of the shelf-life pre-printed on such Consumable by Seller, but in either event, no later than 12 months from the date of shipment. With respect to custom Consumables (i.e., Consumables made to specifications or designs made by Purchaser or provided to Seller by, or on behalf of, Purchaser), Seller only warrants that the custom Consumables will be made and tested in accordance with Seller's standard manufacturing and quality control processes. Seller makes no warranty that custom Consumables will work as intended by Purchaser or for Purchaser's intended uses.
- b. **Warranty for Hardware.** Seller warrants that Hardware, other than Upgraded Components, will conform to its Specifications for a period of 12 months after its shipment date from Seller unless the Hardware includes Seller provided installation in which case the warranty period begins on the date of installation or 30 days after the date the Hardware was delivered, whichever occurs first ("**Base Hardware Warranty**"). "**Upgraded Components**" means Seller provided components, modifications, or enhancements to Hardware provided pursuant to the Base Hardware Warranty. Seller warrants that Upgraded Components will conform to their Specifications for a period of 90 days from the date the Upgraded Components are provided by Seller. Upgraded Components do not extend the Base Hardware Warranty unless the upgrade was conducted by Seller at Seller's facilities in which case the upgraded Hardware shipped to Purchaser comes with a new Base Hardware Warranty.
- c. **Exclusions from Warranty Coverage.** The foregoing warranties do not apply to the extent a non-conformance is due to (i) abuse, misuse, neglect, negligence, accident, improper storage, or use contrary to the Documentation or Specifications, (ii) use that is an Excluded Use, (iii) improper handling, installation, maintenance, or repair (other than if performed by Seller's personnel), (iv) unauthorized alterations, (v) Force Majeure events, or (vi) use with a third party's good (unless the Product's Documentation or Specifications expressly state such third party's good is for use with the Product).
- d. **Procedure for Warranty Coverage.** In order to be eligible for repair or replacement under this warranty Purchaser must (i) promptly contact Seller's support department to report the non-conformance, (ii) cooperate with Seller in confirming or diagnosing the non-conformance, and (iii) return the Product, transportation charges prepaid to Seller following Seller's instructions or, if agreed by Seller and Purchaser, grant Seller's authorized repair personnel access to the Product in order to confirm the non-conformance and make repairs.
- e. **Sole Remedy under Warranty.** Seller will, at its option, repair or replace non-conforming Product that is covered by this warranty, provided that Seller can reasonably identify and confirm such nonconformance. The warranty period for repaired or replaced Consumables is 90 days from the date of shipment, or the remaining period on the original Consumables warranty, whichever is later. Hardware may be repaired or replaced with functionally equivalent, reconditioned, or new Hardware or components (if only a component of Hardware is non-conforming). If the Hardware is replaced in its entirety, the warranty period for the replacement is 90 days from the date of shipment or the remaining period on the original Hardware warranty, whichever is later. If only a component is being repaired or replaced, the warranty period for such component is 90 days from the date of shipment or the remaining period on the original Hardware warranty, whichever ends later. The preceding states Purchaser's sole remedy and Seller's sole obligations under the warranty.

## 8. Indemnification

- a. **Indemnification by Seller.** Subject to these terms and conditions, including without limitation, the Exclusions to Seller's Indemnification Obligations (Section 8(b) below), the Conditions to Indemnification Obligations (Section 8(d) below), Seller shall (i) defend, indemnify and hold harmless Purchaser against any third-party claim or action alleging that the Product when used in accordance with these terms and conditions infringes the valid and enforceable intellectual property rights of a third party, and (ii) pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) awarded against Purchaser in connection with such infringement claim. If the Product or any part thereof, becomes, or in Seller's opinion may become, the subject of an infringement claim, Seller shall have the right, at its option, to (A) procure for Purchaser the right to continue using the Product, (B) modify or replace the Product with a substantially equivalent non-infringing substitute, or (C) require the return of the Product and terminate the rights, license, and any other permissions provided to Purchaser with respect to the Product and refund to Purchaser the depreciated value (as shown in Purchaser's official records) of the returned Product at the time of such return; provided that, no refund will be given for used-up or expired Consumables. This Section states the entire liability of Seller for any infringement of third party intellectual property rights.
- b. **Exclusions to Seller Indemnification Obligations.** For the avoidance of doubt, Seller has no obligation to defend, indemnify or hold harmless Purchaser for any infringement claim to the extent such infringement arises from: (i) use of the Product in any manner or for any Excluded Use, (ii) use of the Product in any manner not in accordance with the rights expressly granted to Purchaser under these terms and conditions, (iii) use of the Product in combination with any third party products, materials, or services (unless the Product's Documentation or Specifications expressly state such third party's good is for use with the Product), (iv) use of the Product to perform any assay or other process not supplied by Seller, (v) Seller's compliance with specifications or instructions for such Product furnished by, or on behalf of, Purchaser, or (vi) Purchaser's breach of any of these terms and conditions, (vii) use of stand-alone third party goods that may be acquired or used with the Products (each of (i) – (vii), is referred to as an "**Excluded Claim**").
- c. **Purchaser Liability.** Purchaser shall be responsible to the extent provided by applicable law for third party claims, liabilities, damages, fines, penalties, causes of action, and losses of any and every kind, including without limitation, personal injury or death claims, and infringement of a third party's intellectual property rights, exclusively resulting from, relating to, or arising out of (i) Purchaser's breach of any of these terms and conditions, (ii) Purchaser's use of the Product outside of the scope of research use purposes, (iii) any use of the Products not in accordance with the Product's Specifications or Documentation, or (iv) any Excluded Claim.



- d. **Conditions to Indemnification Obligations.** The parties' indemnification obligations, if any, are conditioned upon the party seeking indemnification (i) promptly notifying the other party in writing of such claim or action, (ii) giving the other party exclusive control and authority over the defense and settlement of such claim or action, (iii) not admitting infringement of any intellectual property right without prior written consent of the other party, (iv) not entering into any settlement or compromise of any such claim or action without the other party's prior written consent, and (v) providing reasonable assistance to the other party in the defense of the claim or action; provided that, the indemnifying party reimburses the indemnified party for its reasonable out-of-pocket expenses incurred in providing such assistance.

9. **Payment Terms**

Seller will invoice upon shipment. Subject to Seller's credit review of Purchaser (following which Seller shall inform Purchaser of applicable payment terms), all payments are due within 30 days of the date of the invoice except that payments in Japan are due within 60 days of the date of the invoice. All amounts due shall be paid in the currency found on the invoice. If payment is made by wire or other electronic funds transfer, Purchaser is solely responsible for any bank or other fees charged, and will reimburse Seller for any such fees. If any payment is not made by the due date Seller may exercise all rights and remedies available by law. Purchaser shall pay for all costs (including reasonable attorneys' fees) incurred by Seller in connection with the collection of late payments. Each purchase order is a separate, independent transaction, and Purchaser has no right of set-off against other purchase orders or other transactions with Seller. Seller will determine payment terms on a per-order basis and may modify credit terms in its discretion. Any amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower.

10. **Shipping Terms; Title and Risk of Loss**

Unless otherwise set forth in writing by Seller or otherwise agreed between the parties, all shipments are made DAP (Incoterms 2010) at the address designated by Purchaser at the time of ordering and Purchaser is responsible for freight and insurance which will be added to the invoice and paid by Purchaser, except that all shipments to member countries of the E.U. are made DDP (Incoterms 2010) at the address designated by Purchaser at the time of ordering. In all cases, title (except for Software and third-party software) and risk of loss transfers to Purchaser when Product is made available at such address.

11. **Taxes**

Purchaser agrees that any applicable sales, use, excise, VAT (value added tax), GST (goods and services tax), withholding and other taxes will be calculated based on both the tax rates in effect on the date of shipment and the ship to address for the Product. Any amounts for tax listed on a quotation, if any, are for reference purposes only and are not binding on Seller. All prices and other amounts payable to Seller are exclusive of and are payable without deduction for any taxes, customs duties, tariffs or charges hereafter claimed or imposed by any governmental authority upon the sale of Product, all of which will be paid by Purchaser. In the event Seller is required by law or regulation to pay any such tax, duty or charge, such amount will be added to the purchase price or subsequently invoiced to the Purchaser. For Purchasers in New Zealand, Seller and Purchaser agree that subsection 8(4) Goods and Services Tax Act 1985, as may be amended, does not apply to the Products.

12. **General**

- a. **Applicability of Terms and Conditions.** These terms and conditions exclusively govern the ordering, purchase, supply, and use of Product, and override any conflicting, amending and/or additional terms contained in any purchase orders, invoices, or similar documents all of which are hereby rejected and are null and void. Seller's failure to object to any such terms shall not constitute a waiver by Seller, nor constitute acceptance by Seller of such terms and conditions. Third party products may be subject to additional terms and conditions.
- b. **Order Changes/Cancellations.** Orders for Products may not be changed or cancelled once placed.
- c. **Governing Law.** These terms and conditions, their interpretation, and the performance of the parties shall be governed by the laws of (i) the State of Maine, U.S.A., if Purchaser is located in the United States or (ii) the laws of the country where the Seller entity is located, if Purchaser is not located in the United States. Seller and Purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions, including any terms in the Documentation.
- d. **Intentionally Deleted**
- e. **Representations and Warranties.** Purchaser is not an authorized dealer, representative, reseller, or distributor of any of Seller's, or its affiliates', products or services. Purchaser represents and warrants that it (i) is not purchasing the Product on behalf of a third party, (ii) is not purchasing the Product in order to resell or distribute the Product to a third party, (iii) is not purchasing the Product in order to export the Product from the country in which Seller shipped the Product pursuant to the ship-to address designated by Purchaser at the time of ordering ("**Ship-To Country**"), and (iv) will not export the Product out of the Ship-To Country.
- f. **Remedies for Breach.** In addition to any remedies specified elsewhere under these terms and conditions, and any remedies available to Seller under law or in equity, in the event Purchaser breaches these terms and conditions, Seller may do any, all, or any combination of the following: (i) cease performance, including without limitation, cease further shipments of Product, (ii) terminate the rights granted to Purchaser pursuant to Section 2 (Rights to Product Upon Purchase), (iii) terminate any service contracts then in effect for affected Product, (iv) terminate any remaining product warranty for the affected Product, or (v) require Purchaser to immediately pay any unpaid invoices.
- g. **Service Contracts.** If a Seller extended service contract for Hardware is being provided, then Seller's standard terms and conditions for such service contract shall exclusively govern such extended service contract.
- h. **Future Products.** Any future products and/or services ("**Unreleased Products**") are subject to new part numbers, pricing, and specifications and the acquisition of Product hereunder is not in reliance on the availability of any Unreleased Products.
- i. **Seller Affiliates.** Any actions or rights that may be performed or exercised by Seller may be performed or exercised by Seller itself or by any of its affiliates. By way of non-limiting example, Seller's affiliates may carry out shipment, servicing, invoicing and receipt of payment.
- j. **Force Majeure.** Seller is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Seller's suppliers or subcontractors, transportation





difficulties, shortage of energy, raw materials or equipment, or Purchaser's fault or negligence. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.

- k. **Notices.** Any notice required or permitted shall be in writing and shall be deemed received when (i) delivered personally; (ii) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or 10 days for international mail); or (iii) 1 day after deposit with a commercial express courier that provides written verification of receipt.
- l. **Seller Information.** Seller may maintain and use a database of orders and account information pertaining to Purchaser for purposes of order processing, maintaining records, assisting with future orders of Purchaser, and compliance with applicable laws and regulations. Purchaser may not disclose any financial terms of this transaction to any third party without the prior written consent of the Seller, except as (and only to the extent) required by securities or other applicable law. Purchaser grants to Seller a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, perpetual right and license, with the right to sublicense, to use and commercialize in any manner suggestions, ideas or comments provided by Purchaser to Seller related to the Products.
- m. **Export Compliance.** The Products, any related technology, or information provided to Purchaser may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the export regulations and laws of another country). Notwithstanding anything to the contrary in these terms and conditions, Purchaser agrees not to use the Products in, or export or re-export the Products, any related technology, or information provided to Purchaser into, any country or to any person or entity, or in any manner, in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.
- n. **Healthcare Law Compliance.** Purchaser acknowledges and agrees that as a healthcare company, Seller, and Seller's affiliates, may be required by applicable law and regulation ("Healthcare Laws") to disclose the existence of these terms and conditions, the terms herein including financial terms, and the subject matter (e.g., the U.S. Sunshine Act, and state and foreign equivalents). Seller agrees it, and its affiliates, will disclose the least amount of information as possible in order to comply with such Healthcare Laws.
- o. **Miscellaneous.** Except as expressly stated in these terms and conditions, no right or license under any of Seller, or Seller's affiliates, intellectual property rights is or are granted expressly, by implication, or by estoppel. All references to days mean calendar days unless specifically stated otherwise. Seller may cease performance (including cancellation of any order outstanding) immediately without liability to Purchaser if Purchaser becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors. These terms and conditions represent the entire agreement between the parties regarding the subject matter hereof and supersede all prior discussions, communications, agreements, and understandings of any kind between the parties. No amendment to these terms or waiver of any right, condition, or breach will be effective unless made in a writing signed by both parties. If any provision is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remaining terms will continue in full force and effect. The failure of either party to exercise any right granted herein or to require any performance of any term or the waiver by either party of any breach shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term. Nothing herein shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. There are no third party beneficiaries to these terms and conditions.

MAINE DEPARTMENT OF HUMAN HEALTH SERVICES

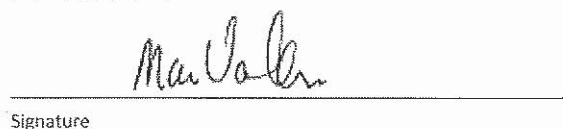
  
Signature

Donny Crockett  
Printed Name

Contact Grant Spec.  
Title Div. of Purchases

5/12/17  
Date

ILLUMINA, INC.

  
Signature

Mark Van Oene  
Printed Name

CCO  
Title

5/10/2017  
Date

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC0000211042	MS-102-2002	Illumina			49043	MSeq Reagent Kit v2 <b>300</b> cycles (comes in 2 boxes)		kit	\$1,110.00	Next Day
VC0000211042	MS-102-2003	Illumina			49043	MSeq Reagent Kit v2 <b>500</b> cycles (comes in 2 boxes)		kit	\$1,245.00	Next Day
VC0000211042	MS-103-1003	Illumina			49043	MSeq Reagent <b>Nano</b> Kit v2 (500 cycles)		kit	\$370.00	Next Day
VC0000211042	MS-103-1002	Illumina			49043	MSeq Reagent <b>Micro</b> Kit v2 (300 cycles)		kit	\$465.00	Next Day
								With the introduction of the Nextera XT Index Kit v2, catalog no. FC-131-1002 has been obsoleted (Nextera XT Index Kit - 96 indexes, 384 samples).		
VC0000211042	FC-131-1002	Illumina			49043	Nextera XT Library Prep Index Kit (96 Indexes, 384 Samples)				
VC0000211042	FC-110-3001	Illumina			49043	Phix Control v3		kit	\$	170.00
VC0000211042	MS-102-9999	Illumina			49043	MSeq Disposable Wash Tubes (for bleach wash)		kit	\$	3.00
VC0000211042	15026762 (not available separately online must request quote)	Illumina			49043	Index Adapter Replacement Caps (provided with 96 Index Kit)		Caps	\$	150.00

## EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Supplies and Reagents

**Contractor:** Illumina

**Contract Period Extended To:** 2/14/2022

**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 17022700000000000098 until February 14<sup>th</sup>, 2022 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: **Illumina, Inc.**

By:  **Nicole Berry, SVP, General Manager, Americas**

E-mail Address: **Customerservice@illumina.com**

Date: **January 19, 2021**

**Dollar value the State has spent on this contract from 2/14/2020 to present: \$76,000**