

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 07/08/08**Expiration Date:** 07/31/19**Master Agreement Description:** Bio-Rad Evolis Reagent Rental Agreement - Reagents & Kits**Buyer Information**

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

**Issuer Information**

LISA ROBBINS 207-287-2727 ext. lisa.robbins@maine.gov

**Requestor Information**

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

**Authorized Departments**

10A DEPT OF HUMAN SERVICES

**Vendor Information****Vendor Line #: 1****Vendor ID**

VC1000009169

**Vendor Name**

BIO-RAD LABS

**Alias/DBA**

DIAGNOSTIC PRODUCTS

**Vendor Address Information**

4000 ALFRED NOBLE DR

HERCULES, CA 94547

US

**Vendor Contact Information**

Kelly Turner

800-224-6723 ext. 5641

kelly\_turner@bio-rad.com

**Payment Discount Terms****Discount 1:** % 0 Days**Discount 2:** % 0 Days**Discount 3:** % 0 Days**Discount 4:** % 0 Days

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** BIO-RAD LABS

**Commodity Line #:** 1

**Commodity Code:** 19300

**Commodity Description:** Bio-Rad Test Kits and Reagents

**Commodity Specifications:** See Attachments

**Commodity Extended Description:** See Attachments

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

10

**Free on Board**

FOB Dest, Freight Prepaid

**Contract Amount**

\$0.00

**Service Start Date**

**Service End Date**

**Catalog Name**

Bio-Rad

**Discount**

0.0000 %

**Discount Start Date**

04/06/10

**Discount End Date**

07/31/19

### **Commodity Terms and Conditions**

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES  
DIVISION OF PURCHASES  
BURTON M. CROSS BUILDING, 4<sup>TH</sup> FLOOR  
9 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0009

PAUL R. LePAGE  
GOVERNOR

RICHARD W. ROSEN  
COMMISSIONER

KEVIN SCHEIRER  
DIRECTOR

May 3, 2017

Susan Schindler  
BIO-RAD LABS  
HERCULES, CA 94547

Re: Contract # MA - 18P – 1004060000000000174

Dear Susan,

Enclosed is a copy of our Contract Extension form covering Contract # MA 100406\*174 with your company. The State of Maine would like to extend this contract for a period of one year, ending 5/30/18. At this time, we are inquiring if the State of Maine can consider extending the contract at existing terms and conditions and lower pricing. This pricing will be firm for the 1 year.

If you agree to extend this contract, please sign the Extension Form (and answer the questions in red), and fax to me at 207-287-6578, or scan and email to me at donny.crockett@maine.gov. If you are unable to extend this contract, please advise us so that we can issue a new bid for a contract.

**Failure to respond within 10 working days could result with the State going out to bid for this contract.**

If you have any questions, please call me at (207) 624-7336.

Thank you for your cooperation.

Very Truly Yours,  
Donny Crockett  
Contract Grant Specialist  
Div. of Purchases

Division of Purchases, 9 State House Station, Augusta, Maine 04333-0009  
Department ADA Coordinator (207) 287-4350 (voice) or (207) 287-4537 (TTY)

Division of Purchases  
Burton M Cross Bldg.  
9 State House Station  
Augusta, ME 04333-0009  
Tel. (207) 624-7336  
Fax.# (207) 624-5086

Contract Number  
MA 100406\*174

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Bio-Rad Evolis Reagent Rental Agreement - Reagents & Kits

**Contractor:** BIO-RAD LABS

**Contract Period Extended To:** 5/30/18

**Current Pricing:** See Attached Spreadsheet

**New Lower Pricing:** Please Fill In Attached Spreadsheet with Updated Pricing

**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 No # MA 100406\*174 until May 30, 2018 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor:

By: Yiwen Shi

Printed



Digitally signed by Yiwen Shi  
DN: cn=Yiwen Shi, o=Bio-Rad  
Laboratories, Inc., ou=Government  
Contracts, email=elise.shi@bio-  
rad.com, c=US  
Date: 2017.05.09 12:47:58 -0700

Signature

E-mail Address: elise\_shi@bio-rad.com

Date: May 9, 2017

**Dollar value the State has spent on this contract from 5/31/16 to present: \$ 17,647.55**



**PRICE QUOTATION GT#11743**

State of Maine Department of Human Health Services  
221 State Street  
Augusta, ME 04330

Sold to : 1001005  
Ship to : 1001005

Date: May 9, 2017

F.O.B.: Destination

Route: Best Way

Terms: Net 30 days from date of invoice

Effective Date: June 1, 2017

Any terms and conditions contained in Customer's purchase order form shall be null and void unless specifically agreed to in writing by Bio-Rad.

Your Reference: Donny Crockett  
MA100406\*174

Our Reference: Kachina Handy  
510-741-5698

Shipment can be made 60 - 90 days for instrument and 3 - 5 days for reagents after receipt of order.

End Date: May 30, 2018

NOTE: Bio-Rad will only ship to end-user. Pricing quoted to United States and its possessions only.

DESCRIPTION	UNIT PRICE
<b>GS HIV-1/HIV-2 Plus EIA Kit</b> Cat # 32588	<b>\$1,728.00</b>
<b>Ortho HCV v3.0 EIA Kit</b> Cat # 930740	<b>\$2,400.00</b>
<b>Rubella IgE EIA Kit</b> Cat # 25173	<b>\$185.28</b>
<b>MONOLISA Anti-HBs</b> Cat # 25220	<b>\$595.20</b>
<b>Ortho HCV Stop Solution</b> Cat # 933040	<b>\$0.00</b>
<b>Ortho HCV Wash Solution</b> Cat # 933730	<b>\$0.00</b>
<b>Evolis Pipette Tips 1100ul Box</b> Cat # 25098	<b>\$0.00</b>
<b>Evolis Pipette Tips 300ul Box</b> Cat # 25097	<b>\$0.00</b>
<b>CODA Reagent V-Vial, 500/ CS</b> Cat # 4025900	<b>\$184.80</b>
<b>Tube, PP, 5 mL, 75x13 mm, 500/pk</b> Cat # 48155525B	<b>\$66.15</b>
<b>Vial Microtube 2mL PP, 500/Bag</b> Cat # 25221B	<b>\$68.00</b>
<b>Microcide Cleaning Concentrate</b> Cat # 25099	<b>\$30.00</b>
<b>MONOLISA Anti-HBS Calibrator</b> Cat # 25219	<b>\$0.00</b>

<b>BC Kit, MONOLISA Anti-HBs Seque.</b> Cat # 25280	<b>\$0.00</b>
<b>BC Kit, HIV Combo Ag/Ab BV SW%</b> Cat # 26214A	<b>\$0.00</b>
<b>Barcode Kit, Ortho HCV 3.0., Seq.</b> Cat # 31113	<b>\$0.00</b>
<b>Barcode Kit, Rubella IgG, Seq.</b> Cat # 25193	<b>\$0.00</b>
<b>Barcode Kit, HIV-1/HIV-2 PLUS Seq.</b> Cat # 25064A	<b>\$0.00</b>
<b>Performance Evaluation Kit</b> Cat # 89897	<b>\$0.00</b>
<b>HIV Combo Ag/Ab EIA Kit 960 tests</b> Cat # 26218	<b>\$4,320.00</b>
<b>Stopping Solution Bulk Pk,5/pk</b> Cat # 25260	<b>\$0.00</b>
<b>Wash Solution Bulk Pack,15/pkg</b> Cat # 25261	<b>\$0.00</b>
<b>Geenius HIV 1/2 Controls</b> Cat # 72339	<b>\$44.00</b>
<b>Geenius HIV 1/2 Supplemental Assay</b> Cat # 72461	<b>\$920.00</b>
<b>Nunc Null Strips</b> Cat # 0900-05	<b>\$46.20</b>

Customer shall not publish, disseminate, or disclose to any third party, including any bench-marking services (i) the terms and conditions of this Agreement, (ii) all financial terms and conditions contained in any quotation from Supplier, or (iii) any information, in written or other tangible form, which has been conspicuously marked by Supplier as "confidential" or "proprietary" or if not so marked, is later summarized and confirmed as confidential in a writing transmitted to Customer within fifteen (15) days after disclosure. The foregoing restriction shall not apply to any information that: (i) is or becomes publicly available without Customer's breach of any obligations owed to Supplier; (ii) is known to Customer prior to Supplier's disclosure of such information to Customer; (iii) becomes known to Customer from a source other than Supplier without a breach of an obligation of confidentiality owed to Supplier. Customer may disclose Confidential Information if such disclosure is required by order of a court of competent jurisdiction, or by order of a governmental agency or legislative body under any written law, regulation or legal order, provided that the Customer promptly notifies Bio-Rad thereof, and upon the request and reasonable expense of the latter, reasonably cooperates with Bio-Rad in contesting such disclosure or in seeking confidentiality treatment of the information. If disclosure is ultimately required, Customer will restrict any disclosure to only such information that it is legally obligated to disclose. Any Confidential Information disclosed pursuant to this Section will remain confidential against all other parties.

All terms and conditions from Agreement Number 10926, signed March 31, 2010, and Agreement Number 23197, signed March 10, 2016, will remain in full force and effect for this twelve (12) month extension.

Transportation charges to (and where applicable from) the place of business of the customer for Equipment and Reagents shall be borne by Bio-Rad.

This quotation is good for thirty (30) days from date of issue. (Note: Please Email any correspondence to [kachina\\_handy@bio-rad.com](mailto:kachina_handy@bio-rad.com) or [government\\_contracts@bio-rad.com](mailto:government_contracts@bio-rad.com) )

Quotation submitted by:



Digitally signed by Yiwen Shi  
DN: cn=Yiwen Shi, o=Bio-Rad  
Laboratories, Inc.,  
ou=Government Contracts,  
email=elise.shi@bio-rad.com,  
c=US  
Date: 2017.05.09 12:48:21  
+0700

Yiwen Shi  
Contract Administration  
Government Contracts / Paralegal  
YS:kh



**PRICE QUOTATION GT#11783**

State of Maine Department of Human Health Services  
221 State Street  
Augusta, ME 04330  
Sold to : 1001005  
Ship to : 1001005

Date: May 23, 2017

F.O.B.: Destination

Route: Best Way

Terms: Net 30 days from date of invoice

Effective Date: June 1, 2017

Any terms and conditions contained in Customer's purchase order form shall be null and void unless specifically agreed to in writing by Bio-Rad.

Your Reference: Donny Crockett  
MA100406\*174

Our Reference: Kachina Handy  
510-741-5698

Shipment can be made 60 - 90 days for instrument and 3 - 5 days for reagents after receipt of order.

End Date: May 31, 2018

NOTE: Bio-Rad will only ship to end-user. Pricing quoted to United States and its possessions only.

DESCRIPTION	UNIT PRICE
<b>GS HIV Combo Ag/Ab EIA 192 tests</b> Cat # 26217	<b>\$960.00</b>
<b>VIROTROL I 1X5ML Class C</b> Cat # 00100C	<b>\$398.00</b>


Customer shall not publish, disseminate, or disclose to any third party, including any bench-marking services (i) the terms and conditions of this Agreement, (ii) all financial terms and conditions contained in any quotation from Supplier, or (iii) any information, in written or other tangible form, which has been conspicuously marked by Supplier as "confidential" or "proprietary" or if not so marked, is later summarized and confirmed as confidential in a writing transmitted to Customer within fifteen (15) days after disclosure. The foregoing restriction shall not apply to any information that: (i) is or becomes publicly available without Customer's breach of any obligations owed to Supplier; (ii) is known to Customer prior to Supplier's disclosure of such information to Customer; (iii) becomes known to Customer from a source other than Supplier without a breach of an obligation of confidentiality owed to Supplier. Customer may disclose Confidential Information if such disclosure is required by order of a court of competent jurisdiction, or by order of a governmental agency or legislative body under any written law, regulation or legal order, provided that the Customer promptly notifies Bio-Rad thereof, and upon the request and reasonable expense of the latter, reasonably cooperates with Bio-Rad in contesting such disclosure or in seeking confidentiality treatment of the information. If disclosure is ultimately required, Customer will restrict any disclosure to only such information that it is legally obligated to disclose. Any Confidential Information disclosed pursuant to this Section will remain confidential against all other parties.

All terms and conditions from Agreement Number 10926, signed March 31, 2010, and Agreement Number 23197, signed March 10, 2016, will remain in full force and effect for this twelve (12) month extension.

Transportation charges to (and where applicable from) the place of business of the customer for Equipment and Reagents shall be borne by Bio-Rad.

This quotation is good for thirty (30) days from date of issue. (Note: Please Email any correspondence to [kachina\\_handy@bio-rad.com](mailto:kachina_handy@bio-rad.com) or [government\\_contracts@bio-rad.com](mailto:government_contracts@bio-rad.com))

Quotation submitted by:



Digitally signed by Janette Stockert  
DN: dc=com, dc=Bio-Rad, dc=Global,  
ou=North America, ou=CDG,  
ou=Washington, ou=Redmond, ou=Users,  
ou=Standard Users, cn=Janette Stockert  
Date: 2017.05.24 09:33:07 -0700'

Janette J. Stockert  
Contract Administration Supervisor  
Government Contracts / Paralegal  
JJS:kh

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURE R PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC100009169	32588	BIO-RAD			19300	GS HIV-1/HIV-2 Plus EIA Kit	N/A	Ea	\$1,728.00	5
VC100009169	930740	BIO-RAD			19300	Ortho HCV v3.0 EIA Kit	N/A	Ea	\$2,400.00	5
VC100009169	25173	BIO-RAD			19300	Rubella IgG EIA Test Kit	N/A	Ea	\$185.28	5
VC100009169	25220	BIO-RAD			19300	MONOLISA Anti-HBs	N/A	Ea	\$595.20	5
VC100009169	933040	BIO-RAD			19300	Ortho HCV Stop Solution	N/A	Ea	\$0.00	5
VC100009169	933730	BIO-RAD			19300	Ortho HCV Wash Solution	N/A	Ea	\$0.00	5
VC100009169	25098	BIO-RAD			19300	Evolis Pipette Tips 1100ul Box	N/A	Ea	\$0.00	5
VC100009169	25097	BIO-RAD			19300	Evolis Pipette Tips 300ul Box	N/A	Ea	\$0.00	5
VC100009169	4025900	BIO-RAD			19300	CODA Reagent V-Vial, 500/ CS	N/A	Ea	\$184.80	5
VC100009169	48155525B	BIO-RAD			19300	Tube, PP, 5 mL, 75x13 mm, 500/pk	N/A	Ea	\$66.15	5
VC100009169	25221B	BIO-RAD			19300	Vial Microtube 2mL PP, 500/Bag	N/A	Ea	\$68.00	5
VC100009169	25099	BIO-RAD			19300	Microcide Cleaning Concentrate	N/A	Ea	\$30.00	5
VC100009169	25219	BIO-RAD			19300	MONOLISA Anti-HBS Calibrator	N/A	Ea	\$0.00	5
VC100009169	25280	BIO-RAD			19300	BC Kit, MONOLISA Anti-HBs Seque.	N/A	Ea	\$0.00	5
VC100009169	26214A	BIO-RAD			19300	BC Kit, HIV Combo Ag/Ab BV SW%	N/A	Ea	\$0.00	5
VC100009169	31113	BIO-RAD			19300	Barcode Kit, Ortho HCV 3.0., Seq.	N/A	Ea	\$0.00	5
VC100009169	25193	BIO-RAD			19300	Barcode Kit, Rubella IgG, Seq.	N/A	Ea	\$0.00	5
VC100009169	25064A	BIO-RAD			19300	Barcode Kit, HIV-1/HIV-2 PLUS Seq.	N/A	Ea	\$0.00	5
VC100009169	89897	BIO-RAD			19300	Performance Evaluation Kit	N/A	Ea	\$0.00	5
VC100009169	26218	BIO-RAD			19300	HIV Combo Ag/Ab EIA Kit 960 tests	N/A	Ea	\$4,320.00	5
VC100009169	25260	BIO-RAD			19300	Stopping Solution Bulk Pk,5/pk	N/A	Ea	\$0.00	5
VC100009169	25261	BIO-RAD			19300	Wash Solution Bulk Pack,15/pkg	N/A	Ea	\$0.00	5
VC100009169	72339	BIO-RAD			19300	Geenius HIV 1/2 Controls	N/A	Ea	\$44.00	5
VC100009169	72461	BIO-RAD			19300	Geenius HIV 1/2 Supplemental Assay	N/A	Ea	\$920.00	5
VC100009169	0900-05	BIO-RAD			19300	Nunc Null Strips	per box	Ea	\$46.20	5
VC100009169	26217	BIO-RAD			19300	GS HIV Combo Ag/Ab EIA 192 tests	N/A	Ea	\$960.00	5
VC100009169	00100C	BIO-RAD			19300	VIROTROL I 1X5ML Class C	N/A	Ea	\$398.00	5



**EXTENSION OF ANNUAL CONTRACT**

**Commodity Item:** Bio-Rad Test Kits and Reagents

**Contractor:** Bio-Rad Labs

**Contract Period Extended To:** 7/31/2019

**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 10040600000000000174** until **July 31, 2019** with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: Bio-Rad Laboratories, Inc.

By: Janette J. Stockert  
Printed

Janette J.  
Stockert  
  
Digitally signed by Janette J. Stockert  
DN: cn=Janette J. Stockert, o=Bio-Rad  
Laboratories, ou=CDG,  
email=janette\_stockert@bio-rad.com,  
c=US  
Date: 2019.06.03 14:42:43 -0700  
Signature

E-mail Address: janette\_stockert@bio-rad.com

Date: May 31, 2019

**Dollar value the State has spent on this contract from 5/30/2018 to present: \$32,951.30**