

MA 18P 24020500000000000072
NEW

State of Maine



Master Agreement

Effective Date: 02/05/25

Expiration Date: 12/31/25

Master Agreement Description: Panther Instrument System and Related Consumables

Buyer Information

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

Issuer Information

Samantha Blanche 207-287-1701 ext. Samantha.Blanche@Maine.gov

Requestor Information

Samantha Blanche 207-287-1701 ext. Samantha.Blanche@Maine.gov

Agreement Reporting Categories

Authorized Departments

10A DEPT OF HUMAN SERVICES

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000242515

Vendor Name

HOLOGIC INC

Alias/DBA

Vendor Address Information

250 CAMPUS DR

MARLBOROUGH, MA 01752

US

Vendor Contact Information

DIAGNOSTICS CONTRACTS DEPT
800-442-9892 ext.
DXCONTRACTS@HOLOGIC.COM

Commodity Information

Vendor Line #: 1

Vendor Name: HOLOGIC INC

Commodity Line #: 1

Commodity Code: 49043

Commodity Description: Panther Instrument System and Related Consumables

Commodity Specifications:

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

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days	Free On Board	
Contract Amount 0.00	Service Start Date 02/05/25	Service End Date 12/31/25
Catalog Name	Discount 0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference:
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" 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 type="checkbox"/>	Price sheet
<input checked="" type="checkbox"/>	Other – Exhibit 2 Hologic Panther Program Terms, Hologic quote

RIDER A
Scope of Work and/or Specifications

The purpose of this master agreement (MA) is to procure the Panther Instrument System and related consumables from Hologic as needed. The Health and Environmental Testing Laboratory requires this equipment and the consumables for testing of COVID-19, chlamydia, gonorrhea, and hepatitis C virus. Hologic will hold all unit prices until the expiration date of the MA. All delivery orders and formal price quotations will be subject to the terms, conditions, and prices of this master agreement. Only Department of Health and Human Services (10A) is authorized to submit delivery orders pursuant to this master agreement.

Term of Agreement. The Parties acknowledge and agree the Term shall commence on the Effective Date of this Attachment and shall terminate thirty-six (36) months following the Effective Date.

Committed Pricing:

Aptima Combo 2 assay (CT/GC)

- Commitment Period: Annually
- Number of Committed Tests: 5,000
- Price Per Test: \$9.50

Product Number	Product Description	Price/Kit
PRD-05576	APTIMA COMBO 2, 100-TEST, PANTHER - UPDATED	\$950.00
PRD-05571	APTIMA COMBO 2, 250-TEST, PANTHER - UPDATED	\$2,375.00

Non-Committed Pricing:

Aptima SARS-CoV-2 Assay

Product Number	Product Description	Price/Kit
PRD-06419	SARS-COV-2 ASSAY, APTIMA, 250-TEST, EUA, CE IVD	\$6,500.00

The U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Aptima SARS CoV-2 assay on the Panther System by authorized laboratories for the detection of nucleic acid from SARS-CoV-2 virus only and not for any other viruses or pathogens. The Aptima SARS CoV-2 assay is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. The Aptima SARS CoV-2 assay has not been FDA cleared or approved. The Customer acknowledges and agrees that the Aptima

SARS CoV-2 assay is only available for sale and use while the EUA is in effect. Hologic reserves the right to discontinue the Aptima SARS CoV-2 assay product at any time.

Product Number	Description	Quantity per Kit	Price per Kit/Box
PRD-05576	Aptima Combo 2 Assay (CT/GC), 100-Test	100	\$950.00
PRD-05571	Aptima Combo 2 Assay (CT/GC), 250-Test	250	\$2,375.00
PRD-06419	Aptima SARS-CoV-2 Assay, 250-Test	250	\$6,500.00
301041	Aptima Unisex Swab Specimen Collection Kit	50	\$62.50
301040	Aptima Urine Specimen Collection Kit	50	\$62.50
PRD-03546	Aptima Multi-Test Swab Specimen Collection Kit	50	\$62.50
105575	Aptima Urine Specimen Transport Tubes	100	\$120.00
301154C	Aptima Specimen Transfer Kit (LPT)	100	\$120.00
PRD-04339	Fusion Specimen Lysis Tubes	100	\$125.00
PRD-06997	Hologic Direct Load Tubes	100	\$300.00
301110	Aptima Combo 2 Controls Kit	1	\$0.00
PRD-06420	Aptima SARS-CoV-2 Controls	1	\$230.00
PRD-03706	HCV Quant Dx Assay Controls	1	\$0.00
PRD-03707	HCV Quant Dx Assay Calibrators	1	\$0.00
303096	Panther System Run Kit	1	\$0.00
303014	Aptima Assay Fluids Kit	1	\$0.00
303013	Aptima Auto Detect Kit	1	\$0.00
104772-02	Multi-Tube Units (MTU's)	100	\$0.00
902731	Panther Waste Bag Kit	1	\$0.00
504405	Panther Waste Bin Cover	1	\$0.00
303085	Panther Advanced Cleaning Solution	1	\$0.00
CL0041	Spare Caps, AMP & Probe 100 & 250 kit Enzyme 100 kit	100	\$0.00
CL0040	Spare Caps, TCR + Select 250 kit	100	\$0.00

501604	Spare Caps, TCR + Select 100 kit	100	\$0.00
501616	Spare Caps, Enzyme 250 kit	100	\$0.00
Product Number	Description	Quantity per Kit	Price per Kit/Box
105668	Aptima Penetrable Caps	100	\$0.00
302101	Bleach Enhancer	1	\$50.00
FAB-18184	Specimen Aliquot Tubes	100	\$0.00
504415	Transport Tube Cap	100	\$0.00
PRD-04423	Specimen Transport Medium	1	\$100.00
MTL-02093	Pipette, Trans, Disposable, 5ml	500	\$40.00
PRD-03503	Aptima Specimen Diluent Kit	1	\$260.00
PRD-03654	Aptima Specimen Diluent	1	\$300.00
PRD-03455	Panther Run Kit for Real Time Assays	1	\$0.00

Cost-per-reportable (CPR) Hepatitis C Virus (HCV)

Product Number	Description	Expected Results Per Kit	Cost per Reportable	CPR Part Number
PRD-03705	HCV Quant Dx Assay	100	\$45.00	PRD-03705-CPR

Viral Cost Per Reportable Pricing. Every six (6) months during the Term, Hologic shall provide Customer up to six (6) number of Cost-per-reportable HCV kits listed above under the Viral Cost per Reportable (“Viral CPR”) program (the “Viral CPR Kit(s)”) at no charge. Customer agrees to submit to Hologic the total number of reportable results obtained from the Viral CPR Kits for the prior month by the 10th of each month, and Hologic will invoice Customer for each reportable result submitted. Customer will submit the number of reportable results using the form attached as Exhibit 1. Customer will fax completed forms to Hologic Customer Service at 1-800-409-7591 or submit completed forms via email to CustomerSupport@hologic.com. Failure to submit completed forms by the 10th of each month may result in the delay of future shipments of Viral CPR Kits to Customer. At the request of Hologic, Customer agrees to submit to Hologic its monthly line-item log of results reported. Hologic reserves the right to perform a business review of the Viral CPR usage, test volume and pricing at any time, and may (i) adjust pricing, test volume,

and/or number of no charge Viral CPR Kits, or, (ii) discontinue providing Viral CPR Kits to Customer and terminate the Viral CPR program, in each case upon thirty (30) days' prior notice to Customer. Hologic shall also retain the right to transition Customer to a cost per kit pricing model upon thirty (30) days' prior notice to Customer, provided consistent usage volume supports the transition. Any such adjustment and/or transition will be documented as a written amendment to the Agreement. Customer acknowledges that future Software updates to the Panther System ("Panther") may include automated reporting features to facilitate Viral CPR program reporting. Customer agrees that it shall permit Hologic to install any such Software update as a condition of continued participation in the Viral CPR program. Once such automated functionality has been enabled, Hologic and Customer agree to use the automated Viral CPR program reporting features in lieu of the manual reporting process contemplated above.

Equipment

Product Number	Description	Unit Price	Existing Contracted	Serial Number	Quantity to Ship
303095	PANTHER INSTRUMENT SYSTEM, DX	Included	1	2090000680	0

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**Exhibit 1
Cost Per Reportable Submission Form**

Customer Name ("CUSTOMER")	Customer Number	Purchase Order Number
STATE OF MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES	159171	
Contact Name	Contact Phone Number	Contact Email
Lori Webber	207-287-1722	lori.webber@maine.gov
Bill To Address	Ship To Address	Hologic Representative
STATE OF MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES 221 STATE ST AUGUSTA, ME US 04330	STATE OF MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES 221 STATE ST AUGUSTA, ME US 04330	Jack Thornton 339-221-3642 jack.thornton@hologic.com

Cost per Reportable Pricing

Customer agrees to submit to Hologic the total number of reportable results for the prior month by the 10th of each month for the CPR Kits, and Customer will be invoiced for the reportables submitted. Customer will submit the number of reportable results using the form attached as Exhibit 1. This form will be faxed to Hologic Customer Service at 1-800-409-7591 or emailed to CustomerSupport@hologic.com. Failure to submit this form by the 10th of each month may result in the delay of shipment of CPR Kits to Customer.

CPR Part Number	Description	Cost per Reportable	Monthly Reporting (Number of Tests Reported)
PRD-03705-CPR	HCV QUANT ASSAY, APTIMA, 100-TEST, US IVD, Cost Reportable	\$45.00	

Months Reported: _____

Date Submitted: _____

Purchase Order Number to reference, if needed: _____

Please submit this form by fax by the 10th of each month to Hologic's Customer Service 800-409-7591 or via email at CustomerSupport@hologic.com.

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 “Office” shall refer to the State of Maine Office of State Procurement Services.
 - 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 Office, 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 Office 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 Office 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 Office 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 Office.

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 Office, 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 Office'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 Office'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 Office. 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 Office, 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 Office 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 Office 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 of work shall be made unless specified by the Office.

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 any errors or 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 Office.

9. ALTERATIONS: The Office reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, 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 Office 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 on account 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 Office terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), the Office may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Office deems appropriate, and Contractor shall be liable to the Office 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 Office 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 Office 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 Office'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 Office 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 Office 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 Office.

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.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders
and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

23. CYBERSECURITY AND PROHIBITED TECHNOLOGIES: The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

Rider C Exceptions

1. All capitalized terms used in this Rider C Exceptions without definition shall have the same meaning as given to them under Rider B Terms and Conditions.
2. This Agreement is modified and amended to as follows:
 - a. Section No. 1 (DEFINITIONS) Section “a” will be deleted in its entirety and replaced with:
 - a. The term “Buyer”, “State” or “Customer” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. Section No. 1 (DEFINITIONS) Section “e” will be deleted in its entirety and replaced with:
 - e. The term “Contractor”, “Vendor”, “Provider” or “Hologic” 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.
 - c. Section No. 2 (WARRANTY) Section “b” will be deleted in its entirety and replaced with:
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the published product specifications, and
 - d. Section No. 2 (WARRANTY) The last paragraph of this Section will be deleted in its entirety and replaced with:

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. The Office shall give written notice of observed defects with reasonable promptness.
 - e. Section No. 3, No. 4 and No. 5 will be added to the Agreement as follows:
 - 3. VENDOR WARRANTIES:** Except as otherwise expressly stated in this Agreement: (i) Equipment manufactured by Contractor is warranted to the original Customer to perform substantially in

accordance with published product specifications for one (1) year starting from the date of shipment, or if Installation is required, from the date of Installation (“Warranty Period”); (ii) replacement parts and remanufactured items are warranted for the remainder of the Warranty Period or ninety (90) days from shipment, whichever is longer; (iii) consumable Supplies are warranted to conform to published specifications for a period ending on the expiration date shown on their respective packages; (iv) licensed Software is warranted to operate in accordance with published specifications; (v) Services are warranted to be supplied in a workman-like manner; (vi) non-Hologic manufactured Equipment is warranted through its manufacturer and such manufacturer’s warranties shall extend to Contractor’s customers, to the extent permitted by the manufacturer of such non-Hologic manufactured Equipment. Contractor does not warrant that use Products shall be uninterrupted or error-free, or that Products shall operate with third-party products not authorized or validated by Contractor.

4. VENDOR WARRANTY CLAIMS AND REMEDIES: In the event of any warranty claim, Contractor shall replace with new or remanufactured items any Medical Equipment, part, component, or consumable supply that is in breach of warranty, and shall use reasonable efforts to promptly fix or provide a workaround for any Software defect or bug which prevents operation in substantial conformity with functional specifications. Alternatively, Contractor may elect to repay or credit to the State an amount equal to the purchase price of the defective Medical Equipment, component, Software, consumable supply, or Service. Items replaced shall become Contractor property. All claims shall be initiated by contacting Contractor within the applicable Warranty Period and thirty (30) days after discovery of the breach or non-conformity. Contractor must be given reasonable access and an opportunity to inspect all associated materials. If the Customer has not notified Contractor within one (1) year after the claim arises, the State shall be barred from instituting any legal action against Contractor thereafter. These remedies shall comprise Contractor’s entire liability and the Customer’s exclusive remedy for breach of warranty and are in lieu of any other remedies at law or equity. CONTRACTOR’S ENTIRE WARRANTY RESPONSIBILITY IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT (AT CONTRACTOR’S OPTION AND IN THE

FORM ORIGINALLY SHIPPED) OF PRODUCT OR CORRECTION OF SERVICE SUBJECT TO ANY CLAIM, OR, AT CONTRACTOR'S ELECTION, REPAYMENT OF, OR CREDITING CUSTOMER WITH, AN AMOUNT EQUAL TO THE CONTRACTOR PRICE, FEE OR CHARGE THEREFOR. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUCH LIMITED WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO, NOR MAY IT BE RELIED UPON BY, ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, CUSTOMERS OF CUSTOMER. THIS WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY THE STATE TO ANY ENTITY WHO IS NOT AN AFFILIATE OF THE STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE STATE. THE STATE MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE. These warranties do not apply to any item that is: (a) repaired, moved, or altered other than by Contractor authorized service personnel; (b) subjected to physical (including thermal or electrical) abuse, stress, or misuse; (c) stored, maintained, or operated in any manner inconsistent with applicable Contractor specifications or instructions, including the Customer's refusal to allow Contractor recommended Software upgrades; or (d) designated as supplied subject to a non-Hologic warranty or on a pre-release or "as-is" basis.

5. LIMIT OF LIABILITY: EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM CONTRACTOR'S NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, CONTRACTOR IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE), DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING, SERVICE OR USE OF PRODUCT ORDERED OR FURNISHED PURSUANT TO THIS AGREEMENT, OR FROM ANY CAUSE RELATING THERETO UNLESS EXPRESSLY AGREED TO BY THE PARTIES

IN WRITING. EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM CONTRACTOR'S NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, CONTRACTOR IS NOT LIABLE UNDER ANY LEGAL THEORY OR FOR ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, FOR ANY AMOUNT IN EXCESS OF THE PRICE, FEE OR CHARGE THEREFOR RECEIVED BY CONTRACTOR.

f. Section No. 3 (TAXES) will be modified to Section No. 6 (TAXES).

g. Section No. 7, No. 8 and No. 9 will be added to the Agreement as follows:

7. PAYMENT: The Customer shall pay invoices net thirty (30) days from the invoice date.

8. PRODUCT SHIPMENT AND RISK OF LOSS: All Products shall be shipped F.O.B. Origin, regardless of any provisions for payment of freight, insurance, the form of shipping documents, or selection of carrier by Contractor. F.O.B. Origin means title and risk of loss to the Products passes to the Customer at the shipping dock of Contractor or Contractor's supplier or authorized agent. The Customer is responsible for shipping charges. Contractor is responsible for the cost of insurance paid to cover any losses from Contractor's shipment point to the Customer's receipt. Contractor shall assist the Customer in processing any loss claims and the Customer shall be paid directly by Contractor's insurer.

9. USE RESTRICTIONS: Products are only intended for the uses listed in the applicable operator's manual or instructions for use and are subject to the specifications and requirements set forth therein. The Customer assumes all risks associated with non-listed uses of Products and/or use of Products which is inconsistent with the specifications and requirements applicable to such Products, and the Customer is not licensed to, and agrees not to: (a) resell any Product, unless otherwise authorized by Contractor in writing; (b) transfer, or distribute any Product, directly or indirectly, to any third party for any purpose or use, except as otherwise approved by Contractor in writing; (c) use or allow anyone to dilute any Product;

or (d) reverse engineer, disassemble, or conduct unauthorized analysis of any Product and/or its method of use.

- h. Section No. 4 (PACKING AND SHIPMENT) will be modified to Section No. 10 (PACKING AND SHIPMENT)
- i. Section No. 5 (DELIVERY) shall be modified to Section No. 11 (DELIVERY) and shall be deleted in its entirety and replaced with:

Contractor shall use good faith efforts to ship Products on the dates and in the quantities listed in the Customer's purchase orders but all delivery dates are estimates and not binding on Contractor. Contractor may make shipments of Product(s) as available and each shipment shall be separately invoiced. All Products shall be adequately packed for shipment in Hologic-standard containers, marked for shipment to the address listed in this Agreement. Orders received from the Customer are not binding on Contractor until accepted by Contractor. 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 promptly to the Customer. 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 delivery schedule.

- j. Section No. 6 (FORCE MAJEURE) shall be modified to Section No. 12 (FORCE MAJEURE) and shall be deleted in its entirety and replaced with:

The Customer 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, but not limited to, an act of God or other contingencies or acts not within the sole control of the party, 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 Customer 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.

- k. Section No. 7 (INSPECTION) shall be modified to Section No. 13 (INSPECTION) and shall be deleted in its entirety and replaced with:

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 Customer, at its option, may reject any product that does not conform to the published product specifications and Contractor shall replace at Contractors expense.

- l. Section No. 8 (INVOICE) shall be modified to Section No. 14 (INVOICE) and shall be deleted in its entirety and replaced with:

The original and duplicate invoices covering each and every shipment made against this order showing Contract number and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Customer.

- m. Section No. 9 (ALTERATIONS) shall be modified to Section No. 15 (ALTERATIONS).

- n. Section No. 10 (TERMINATION) shall be modified to Section No. 16 (TERMINATION) and shall be deleted in its entirety and replaced with:

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 on account of its insolvency.
- o. Section No. 11 (NON-APPROPRIATION) shall be modified to Section No. 17 (NON-APPROPRIATION) and shall be deleted in its entirety and replaced with:

Notwithstanding any other provision of this Agreement, if the Customer does not receive sufficient funds to fund this Agreement and other obligations of the Customer, if funds are de-appropriated, or if the Customer does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the Customer is not obligated to make payment under this Agreement, Notwithstanding the foregoing, the Customer shall pay Contractor for all Products ordered and shipped.

- p. Section No. 12 (COMPLIANCE WITH APPLICABLE LAWS) shall be modified to Section No. 18 (COMPLIANCE WITH APPLICABLE LAWS).
- q. Section No. 19 will be added to the Agreement as follows:

19. EQUAL EMPLOYMENT OPPORTUNITY POLICY: Contractor is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- r. Section No. 13 (INTERPRETATION) shall be modified to Section No. 20

(INTERPRETATION).

- s. Section No. 14 (DISPUTES) shall be modified to Section No. 21 (DISPUTES).
- t. Section No. 15 (ASSIGNMENT) shall be modified to Section No. 22 (ASSIGNMENT) and shall be deleted in its entirety and replaced with:

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 Customer's prior written consent, with such consent not to be unreasonably withheld or denied. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement. Notwithstanding the foregoing, Contractor may, without such consent, assign the Agreement to its successor-in-interest in connection with a merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates.

- u. Section No. 16 (STATE HELD HARMLESS) shall be modified to Section No. 23 (STATE HELD HARMLESS) and shall be deleted in its entirety and replaced with:

The Contractor agrees to indemnify, defend, and save harmless the Customer, its officers, agents, and employees from any and all third-party 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 third-party 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.

- v. Section No. 17 (SOLICITATION) shall be modified to Section No. 24 (SOLICITATION).
- w. Section No. 18 (WAIVER) shall be modified to Section No. 25 (WAIVER).
- x. Section No. 19 (MATERIAL SAFETY) shall be modified to Section No. 26 (MATERIAL SAFETY) and shall be deleted in its entirety and replaced with:

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. Contractor's MSDS sheets can be found at www.hologic.com/safety-data-sheets.

- y. Section No. 20 (COMPETITION) shall be modified to Section No. 27 (COMPETITION).
- z. Section No. 21 (INTEGRATION) shall be modified to Section No. 28 (INTEGRATION).
- aa. Section No. 22 (ORDER OF PRECEDENCE) shall be modified to Section No. 29 (ORDER OF PRECEDENCE).
- bb. Section No. 23 (CYBERSECURITY AND PROHIBITED TECHNOLOGIES) shall be modified to Section No. 30 (CYBERSECURITY AND PROHIBITED TECHNOLOGIES)

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.

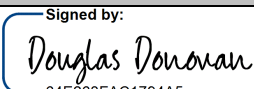
Name: Douglas Donovan	Title: VP, US Sales, Diagnostic Solutions
Authorized Signature: 	Date: 2/21/2025

Exhibit 2 Hologic Panther Program Terms

Panther Program Terms:

1. **Equipment.** In consideration of the Purchase Commitment, Hologic will provide Customer with the use of the Equipment (“Equipment”) specified within Rider A for the Term, which shall include on-site installation and training by Hologic authorized personnel. Hologic will retain title to the Equipment during the Term and may file a standard Uniform Commercial Code (“UCC”) Form 1 to perfect its interest in the Equipment. Customer will notify Hologic immediately if any attachment, encumbrance, lien or security interest is filed or claimed. Customer shall remain responsible for the normal care and maintenance of the Equipment. Should Customer be in Material Breach, Hologic may immediately require Customer to arrange the return of any Hologic-owned Equipment to Hologic.
2. **Costs for Equipment Usage; Customer Reporting Obligations.** Payment for the Equipment usage and Product purchase pursuant to this Agreement is set on a per-Product (or per-kit) basis. The Product prices quoted include remuneration for the Equipment based upon Customer’s anticipated Product usage during the Term, such that the aggregate amounts paid by Customer on a per-Product (or per-kit) basis will be an amount sufficient to pay Hologic for the usage value of the Equipment and the purchase price of the Product over the Term. Payment for the use of the Equipment through the purchase of Products is provided at Customer’s request. Customer is responsible for appropriately allocating a portion of the amount spent on Products to account for the use of the Equipment for accounting and reporting (including Medicare cost reporting) purposes. More specifically, Customer shall (i) properly report and appropriately reflect and allocate amounts paid under this Agreement, net of all discounts, as may be required by law or contract, including in applicable Medicare and Medicaid cost reports, (ii) maintain sale invoices along with this Agreement and other documentation provided by Hologic concerning this Agreement and Product pricing, and (iii) allow agents of Medicare and Medicaid access to such documentation upon request.
3. **Order Management.** Customer shall place all orders concerning this Agreement directly with Hologic, at 250 Campus Drive, Marlborough, MA 01752. **Orders may be placed by: Phone at 800-442-9892, Fax at 800-409-7591 or Email at CustomerSupport@hologic.com.**
4. **Term Completion.** At the end of the Term, Customer agrees to arrange the return of any Hologic-owned Equipment promptly to Hologic.
5. **Panther Service.**
 1. **SERVICES INCLUDED.** During the Term, the following service will be provided:
 1. Labor, necessary replacement parts (excluding disposables which include, but are not limited to, tips, MTU’s, TTU’s, waste bags, and bench covers), and Hologic travel expenses.

2. Preventative maintenance by Hologic service technician according to operator's or user's manual, (Monday through Friday only).
 3. Equipment repair for reasons other than those listed below under Services Excluded.
 4. Access to Hologic Technical Support telephone support, Monday through Friday, 5:00 AM to 5:00 PM Pacific Standard Time (excluding Hologic holidays).
 5. Telephone Number for all Technical Support: 888-484-4747
 6. Factory authorized updates or modifications, including parts.
2. **Service Representative Dispatch and REMOTE DIAGNOSTICS**
1. Representative on site within 24 hours (Monday – Friday) if Remote Diagnostics Management is installed.
 2. Representative on site within 48 hours (Monday – Friday) if Remote Diagnostics is not installed. Service response times are predicated upon the Equipment operator being willing and able to transfer Equipment log files to Hologic when instructed by Hologic Technical Support using the protocol described in the Equipment Operator's Manual.
3. **SERVICES EXCLUDED.** The services excluded under the Standard Service option are the following:
1. Any repair required because of causes other than use of the Equipment pursuant to the operator's or user's manual. Such causes include, but are not limited to: misuse, abuse, improper use, casualty loss, neglect, reprogramming error, malfunction or failure of environmental control Equipment, electrical Equipment malfunction or failure, repair maintenance, modification, relocation, or reinstallation by other than Hologic authorized personnel, installation of commercial or non-Equipment software, use of any other tips on the Equipment other than TECAN Tips, or acts of God, fire, flood, earthquake, or other natural causes.
 2. Routine tasks, other than those performed by Hologic during preventative maintenance visits, covered in the operator's or user's manual, such as cleaning and maintenance.
 3. Supply items (including, but not limited to, those items listed in the package insert or manual as "materials required but not provided," TECAN Tips, bleach, squirt bottles, paper towels, and other such items that are needed for general use but not specifically by the Equipment) and consumable items.
 4. Relocation of Equipment.
 5. Note: Labor and materials charges for all of the excluded services will be billed at rates prevailing at the time of service.
4. **CUSTOMER OBLIGATIONS.** Prior to any shipment of repair parts or visit by Hologic service representative, Customer must perform all pertinent diagnostic programs, tests, simple/ basic troubleshooting and provide an accurate description of the failure/error.

5. **REPLACED OR REMOVED PARTS.** All parts replaced or removed under this Agreement become the property of Hologic.
7. **Training.** Hologic will provide training for two (2) operators, at Hologic's training facility to include roundtrip airfare, ground transportation, hotel accommodations and meals.
8. **Tips.** Specific TECAN and BioRear tips are the preferred tips that Hologic has validated for use on the Panther system. Hologic does not support the use of non-TECAN or non-BioRear tips on the Panther pursuant to the terms of the warranty for the equipment. Please contact your local Hologic Account Executive for more details on BioRear tips. TECAN tips (Catalog #30180117) can be ordered directly from TECAN U.S. at 800-352-5128.



Hologic Sales and Service, LLC
 250 Campus Drive
 Marlborough, MA 01752
 P: 800-442-9892
 F: 800-409-7591

Hologic Sales and Service, LLC (“Hologic”) Price Quote

CUSTOMER NAME (“CUSTOMER”)		CUSTOMER NUMBER	
STATE OF MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES		159171	
CONTACT NAME	CONTACT PHONE NUMBER	CONTACT FAX OR EMAIL	
Lori Webber	207-287-1722	lori.webber@maine.gov	
BILL TO ADDRESS	SHIP TO ADDRESS	SALES REP’S NAME	
221 STATE ST AUGUSTA, ME 04330	221 STATE ST AUGUSTA, ME 04330	Jack Thornton 339-221-3642 jack.thornton@hologic.com	

February 4, 2025

Thank you for your interest in Hologic's line of products. We are pleased to quote the following pricing.

Product Number	Description	Quantity per Kit	Price per Kit/Box
PRD-05576	Aptima Combo 2 Assay (CT/GC), 100-Test	100	\$950.00
PRD-05571	Aptima Combo 2 Assay (CT/GC), 250-Test	250	\$2,375.00
PRD-06419	Aptima SARS-CoV-2 Assay, 250-Test	250	\$6,500.00
301041	Aptima Unisex Swab Specimen Collection Kit	50	\$62.50
301040	Aptima Urine Specimen Collection Kit	50	\$62.50
PRD-03546	Aptima Multi-Test Swab Specimen Collection Kit	50	\$62.50
105575	Aptima Urine Specimen Transport Tubes	100	\$120.00
301154C	Aptima Specimen Transfer Kit (LPT)	100	\$120.00
PRD-04339	Fusion Specimen Lysis Tubes	100	\$125.00
PRD-06997	Hologic Direct Load Tubes	100	\$300.00
301110	Aptima Combo 2 Controls Kit	1	\$0.00
PRD-06420	Aptima SARS-CoV-2 Controls	1	\$230.00
PRD-03706	HCV Quant Dx Assay Controls	1	\$0.00
PRD-03707	HCV Quant Dx Assay Calibrators	1	\$0.00
303096	Panther System Run Kit	1	\$0.00
303014	Aptima Assay Fluids Kit	1	\$0.00
303013	Aptima Auto Detect Kit	1	\$0.00
104772-02	Multi-Tube Units (MTU's)	100	\$0.00
902731	Panther Waste Bag Kit	1	\$0.00
504405	Panther Waste Bin Cover	1	\$0.00
303085	Panther Advanced Cleaning Solution	1	\$0.00
CL0041	Spare Caps, AMP & Probe 100 & 250 kit Enzyme 100 kit	100	\$0.00
CL0040	Spare Caps, TCR + Select 250 kit	100	\$0.00
501604	Spare Caps, TCR + Select 100 kit	100	\$0.00
501616	Spare Caps, Enzyme 250 kit	100	\$0.00

CAGE Code: 5JP89
 DUNS No.: 015192505
 UEI No.: Q1NBY5GKN9Z3



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Product Number	Description	Quantity per Kit	Price per Kit/Box
105668	Aptima Penetrable Caps	100	\$0.00
302101	Bleach Enhancer	1	\$50.00
FAB-18184	Specimen Aliquot Tubes	100	\$0.00
504415	Transport Tube Cap	100	\$0.00
PRD-04423	Specimen Transport Medium	1	\$100.00
MTL-02093	Pipette, Trans, Disposable, 5ml	500	\$40.00
PRD-03503	Aptima Specimen Diluent Kit	1	\$260.00
PRD-03654	Aptima Specimen Diluent	1	\$300.00
PRD-03455	Panther Run Kit for Real Time Assays	1	\$0.00

The U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Aptima SARS CoV-2 assay on the Panther System by authorized laboratories for the detection of nucleic acid from SARS-CoV-2 virus only and not for any other viruses or pathogens. The Aptima SARS CoV-2 assay is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. The Aptima SARS CoV-2 assay has not been FDA cleared or approved. The Customer acknowledges and agrees that the Aptima SARS CoV-2 assay is only available for sale and use while the EUA is in effect. Hologic reserves the right to discontinue the Aptima SARS CoV-2 assay product at any time.

Product Number	Description	Expected Results Per Kit	Cost per Reportable	CPR Part Number
PRD-03705	HCV Quant Dx Assay	100	\$45.00	PRD-03705-CPR

Viral Cost Per Reportable Pricing. Every six (6) months during the Term, Hologic shall provide Customer up to six (6) number of Cost-per-reportable HCV kits listed above under the Viral Cost per Reportable (“Viral CPR”) program (the “Viral CPR Kit(s)”) at no charge. Customer agrees to submit to Hologic the total number of reportable results obtained from the Viral CPR Kits for the prior month by the 10th of each month, and Hologic will invoice Customer for each reportable result submitted. Customer will submit the number of reportable results using the form attached as Exhibit 1. Customer will fax completed forms to Hologic Customer Service at 1-800-409-7591 or submit completed forms via email to CustomerSupport@hologic.com. Failure to submit completed forms by the 10th of each month may result in the delay of future shipments of Viral CPR Kits to Customer. At the request of Hologic, Customer agrees to submit to Hologic its monthly line-item log of results reported. Hologic reserves the right to perform a business review of the Viral CPR usage, test volume and pricing at any time, and may (i) adjust pricing, test volume, and/or number of no charge Viral CPR Kits, or, (ii) discontinue providing Viral CPR Kits to Customer and terminate the Viral CPR program, in each case upon thirty (30) days’ prior notice to Customer. Hologic shall also retain the right to transition Customer to a cost per kit pricing model upon thirty (30) days’ prior notice to Customer, provided consistent usage volume supports the transition. Any such adjustment and/or transition will be documented as a written amendment to the Agreement. Customer acknowledges that future Software updates to the Panther System (“Panther”) may include automated reporting features to facilitate Viral CPR program reporting. Customer agrees that it shall permit Hologic to install any such Software update as a condition of continued participation in the Viral CPR program. Once such automated functionality has been enabled, Hologic and Customer agree to use the automated Viral CPR program reporting features in lieu of the manual reporting process contemplated above.




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F: 800-409-7591

This document is provided for quoting purposes only. To take advantage of this pricing, Customer and Hologic must enter into a signed agreement.

This quotation is valid through December 31, 2025

Terms of Purchase:

- FOB Origin, No Charge Freight
- Net 30 Payment
- Hologic pays for standard shipping charges. Customer pays for expedited shipping charges.
- This Quote is subject to credit approval
- Applicable sales and state taxes (if any) not included in prices
- Customer shall place all orders concerning this Price Quote directly with Hologic, at 250 Campus Drive, Marlborough, MA 01752. Orders may be placed by: Phone at 800-442-9892, Fax at 800-409-7591 or Email at CustomerSupport@hologic.com.
- No additional or different terms in any prior or subsequent purchase order, acknowledgement or other notification from Customer shall be of any effect regardless of any provision to the contrary appearing therein, unless it is in writing and signed by both Hologic and Customer.

Hologic Sales and Service, LLC ("Hologic") (by its authorized representative)

Douglas Donovan Vice President, US Sales, Diagnostic Solutions