

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 11/01/12**Expiration Date:** 10/31/19**Master Agreement Description:** Contract for Gen-Probe Diagnostic Reagents & Test 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**

Lori Webber 207-287-2727 ext. lori.webber@maine.gov

**Authorized Departments**

10A DEPT OF HUMAN SERVICES

**Vendor Information****Vendor Line #:** 1**Vendor ID**  
VS0000001922**Vendor Name**  
Gen Probe Sales & Service**Alias/DBA****Vendor Address Information**10210 Genetic Center Drive  
Customer Service  
San Diego, CA 92121  
US**Vendor Contact Information**Matt Martinson  
800-523-5001 ext. 8273  
customerservice@gen-probe.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** Gen Probe Sales & Service

**Commodity Line #:** 1

**Commodity Code:** 19340

**Commodity Description:** Contract for Gen-Probe Diagnostic Reagents & Test Kits

**Commodity Specifications:** Contract for Gen-Probe Diagnostic Reagents and Test Kits

**Commodity Extended Description:** See attachments for contract terms and conditions. Pricing to include F.O.B. Destination.

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

7

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

**Service End Date**

**Catalog Name**

Gen-Probe

**Discount**

0.0000 %

**Discount Start Date**

11/01/12

**Discount End Date**

10/31/19

## Terms and Conditions

### **Agreement Terms and Conditions**

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

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
VS0000001922	'102800	GEN-PROBE		'102800	19340	KIT,ACCUPROBE RGTS 200-TESTS	KIT	KIT	\$70.30	7
VS0000001922	'102845	GEN-PROBE		'102845	19340	KIT,ACCUPROBE,AVIUM COMPLEX	KIT	KIT	\$199.50	7
VS0000001922	'102850	GEN-PROBE		'102850	19340	KIT,ACCUPROBE,M. GORDONAE	KIT	KIT	\$199.50	7
VS0000001922	'102855	GEN-PROBE		'102855	19340	KIT,ACCUPROBE,M. KANSASII	KIT	KIT	\$199.50	7
VS0000001922	'102860	GEN-PROBE		'102860	19340	KIT,ACCUPROBE,M. TUBERCULOSIS	KIT	KIT	\$199.50	7
VS0000001922	'201791	GEN-PROBE		'201791	19340	KIT,DETECTION RGT	KIT	KIT	\$33.25	7
VS0000001922	'301001	GEN-PROBE		'301001	19340	KIT,MYCOAMP,W/O CNTRLS,MTD	KIT	KIT	\$1,045.00	7
VS0000001922	'301040	GEN-PROBE		'301040	19340	KIT,Aptima Cmb2Urine Spec Coll	KIT	KIT	\$59.38	7
VS0000001922	'301041	GEN-PROBE		'301041	19340	KIT,Aptima Cmb2 Swab Spec Coll	KIT	KIT	\$59.38	7
VS0000001922	PRD-03546	GEN-PROBE		PRD-03546	19340	KIT,Aptima Multi-Test Swab Spec Coll	KIT-Supercedes 301162 Vaginal	KIT	\$59.38	7
VS0000001922	303085	GEN-PROBE		303085	19340	ADVANCED CLEAN SOLUTION	KIT	KIT	\$0.00	7
VS0000001922	303096	GEN-PROBE		303096	19340	RUN KIT, PANTHER	KIT	KIT	\$0.00	7
VS0000001922	302923	GEN-PROBE		302923	19340	APTIMA COMBO 2, 100-TEST KIT, PANTHER	KIT	KIT	\$950.00	7
VS0000001922	CL0041	GEN-PROBE		CL0041	19340	Caps, AMP/P.R.S. (CL0045)DIAG.	BAG	BAG	\$0.00	7
VS0000001922	CL0040	GEN-PROBE		CL0040	19340	Caps, TCR/SEL.(CL0038) DIAG.	BAG	BAG	\$0.00	7
VS0000001922	501604	GEN-PROBE		501604	19340	Spare Caps, PP, 60mL, TCR Aptima 2x50	BAG	BAG	\$0.00	7
VS0000001922	303570	GEN-PROBE		303570	19340	APTIMA HPV 100 test kit, PANTHER	KIT	KIT	\$1,200.00	7
VS0000001922	303585	GEN-PROBE		303585	19340	APTIMA HPV 250 test kit, PANTHER	KIT	KIT	\$3,000.00	7
VS0000001922	301154C	GEN-PROBE		301154C	19340	Aptima Specimen Collection Kit	KIT	KIT	\$110.00	7
VS0000001922	303094	GEN-PROBE		303094	19340	APTIMA COMBO 2, 250- Test Kit, PANTHER	KIT	KIT	\$2,375.00	7
VS0000001922	302807	GEN-PROBE		302807	19340	Kit, Controls, ATV 250	KIT	KIT	\$0.00	7
VS0000001922	302101	GEN-PROBE		302101	19340	Kit, Bleach Enhancer/Cleaning	KIT	KIT	\$50.00	7

## **Contract Terms and Conditions**

### **“Diagnostic Reagents and Tests”**

**SCOPE:** To furnish the normal requirement to cover the quantities for all using agencies for “Diagnostic Reagents and Tests” during a period of one year.

**CONTRACT PERIOD:** Contract to be for a period of one year beginning with the date of award. The State of Maine reserves the right, with the consent of the contractor, to renew any contract issued for additional terms in one year increments.

**ESTIMATED VALUE:** The yearly value of this contract is approximately \$200,000. It is understood and agreed, however, that the contract shall cover all the quantities ordered by state agencies during the term of the contract, whether more or less than the amount indicated.

**PRICES & DISCOUNTS:** Prices will remain firm for the duration of the contract. Prices include all transportation charges F.O.B. Destination.

**ORDERING PROCEDURE:** Delivery Orders (DO) will be created in AdvantageME for all orders against Master Agreements (MA), unless the State of Maine Procurement Card is used for payment. Orders in the amount of \$5,000.00 or less will be e-mailed by the using agency to the Vendor as a .pdf file. Delivery Orders in amounts greater than \$5,000.00 will workflow to the Division of Purchases’ Buyers for approval and encumbrance. The Division of Purchases will e-mail the .pdf order to the Vendor.

**PROCUREMENT CARD:** State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

**INVOICES:** Separate invoices are required for each order number. All invoices must reference Contract Number and Vendor Customer Number, failure to do so could cause lengthy delays of payment of invoices. All invoices should be issued within 30 days of delivery and paid in accordance with the commodity terms and conditions attached to the contract.

**PRICE ADJUSTMENTS:** Prices quoted shall remain firm for the duration of the contract. Prices may be subject to an increase ONLY based on general industry changes as evidenced by revised printed price lists or notices from the manufacturer and such evidence may be requested by the Division of Purchases before a price change notice will be issued. All contract orders (oral or written) dated prior to the effective date of the increase shall be filled at the old price(s). The State reserves the right to reject any price increase it deems excessive. Price increases may be allowed due to changes in State and/or Federal law(s) with proper documentation.

Any reduction in price may occur anytime during the contract period. The reduced price shall apply on all shipments made on or after the date the reduction price becomes effective.

The State reserves the right to seek additional discounts from the contractor, or to contract separately for single purchase for a particular State project or other immediate use if, in the judgment of the Division of purchases, the quantity required is sufficiently large to enable the State to realize a cost savings over and above the published contract prices, whether or not such a savings actually occurs.

**DELIVERY:** Deliveries shall be made within seven (7) days of receipt of the order as specified by the contractor in its bid and during the normal receiving hours of the ordering agency. The contractor shall be responsible for the delivery of items in first class condition at the point of delivery, and in accordance with good commercial practice.

**TAXES:** The State is exempt from the payment of excise taxes. Exemption certificates will be furnished upon request.

**REPORT OF PURCHASES:** Contractor will be required to furnish the Director of the Division of Purchases with a detailed summary of the total purchases made under this contract. This total may be requested yearly or at any time during the contract period.

**CANCELLATION OF CONTRACT:** The State of Maine reserves the right to cancel contracts upon a thirty day written notice OR cancel contracts IMMEDIATELY if the contractor does not conform to the terms and conditions of bid/contract.

**EXTENSION OF CONTRACT:** The Director of the Division of Purchases may, with the consent of the contractor extend the contract beyond the indicated expiration date providing it is in the States best interest.

**QUESTIONS AND ANSWERS:**

If you have a question regarding this RFQ, you must submit your questions thru the Question and Answer link on the Solicitation Details View page. Your answer will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted there. Questions and Answers obtained any other way will not be valid for this RFQ.

## GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

1. **WARRANTY:** Contractor warrants:
    - a That all articles and services to be supplied by it under this agreement are fit and sufficient for the purpose intended and
    - b That all articles 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 1 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.
  2. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state or local sales, or use the 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.
  3. **PACKING & 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 with 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.
  4. **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.
  5. **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. 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 of work shall be made unless specified by the Division.
  6. **INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing purchase order 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.
  7. **ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required to be provided 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 validating 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.
  8. **DEFAULT:** 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.
- In the event that the Division terminates this agreement in whole or in part pursuant to this paragraph, 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.
9. **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).
  10. **INTERPRETATION:** This agreement shall be governed by the laws of the State of Maine as to interpretation and performance.
  11. **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.
  12. **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.
  13. **HOLD HARMLESS:** The Contractor agrees to indemnify, defend and save harmless the Bureau of General Services, its divisions, 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.
  14. **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.
  15. **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.
  16. 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 for any hazardous chemical to their direct purchasers of that chemical.
  17. By accepting this Purchase order, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly has occurred in connection with any contract awarded by the Division of Purchases.

Betty M. Lamoreau  
Director of Division  
of Purchases

Revised 2/9/2004



# AMENDMENT

10210 Genetic Center Drive  
 San Diego, CA 92121-4362  
 (858) 410-8000  
 (800) 523-5001 FAX: (800) 288-3141  
 (800) 342-7441 (in Canada)

Account Executive: Jack Thornton  
 Telephone: 339-221-3642  
 Customer #: 159171  
 Apply to Contract #: MA1110190000000000100

Date: March 3, 2014

**Billing Address**

State of Maine Health Environmental Testing  
 ATTN: Accounts Payable  
 State House Stat # 12  
 221 State Street  
 Augusta, ME 04330  
[lori.webber@maine.gov](mailto:lori.webber@maine.gov)  
 207-287-1722

**Shipping Address**

State of Maine Health Environmental Testing  
 ATTN: Lori Webber  
  
 221 State Street  
 Augusta, ME 04330  
[lori.webber@maine.gov](mailto:lori.webber@maine.gov)  
 207-287-1722

Thank you for your continued interest in our APTIMA assay products at State of Maine Health Environmental Testing.

**REAGENT PURCHASE SCHEDULE:**


Product Number	Description	Price/Kit	Monthly Quantity	Extended Price	3-Month (Quarterly) Quantity	12-Month (Yearly) Quantity
303570	APTIMA HPV 100 test kit, PANTHER	\$ 1,200.00	1.0	\$ 1,200.00	3.0	12.0
303585	APTIMA HPV 250 test kit, PANTHER	\$ 3,000.00	As Needed	\$ -	As Needed	As Needed
303536	Kit, ATV-V2, 100T	\$ 600.00	1.0	\$ 600.00	3.0	12.0
303537	Kit, ATV-V2, 250T	\$ 1,500.00	As Needed	\$ -	As Needed	As Needed
MONTHLY TOTAL:				\$ 1,800.00		

This pricing will be entered into your current agreement with Gen-Probe and Agreement will be valid through October 31, 2016.


These changes will be entered into your current agreement with Gen-Probe. This amendment makes no other changes to the Terms and Conditions in the above mentioned contract.

If not accepted by Customer within 45 days of date of this amendment, Gen-Probe retains the right to renegotiate the price(s) on this Amendment. If these terms are acceptable, please sign and return this document to Gen-Probe Customer Service, fax #:(800) 288-3141.

Gen-Probe Sales & Service, Inc.:

 ORACLE # 10985  
 2014.03.11  
 12:10:20 -07'00'  
 Date: \_\_\_\_\_

Customer Signature

  
 Customer's Printed Name and Title  
 Lori A. Webber, Microbiologist III  
 Date:  
 3-6-2014

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**Notification for the Release of the  
Aptima® Multitest Swab Specimen Collection Kit**

**For US and Canada IVD Distribution**

**Purpose**

The purpose of this Customer Technical Bulletin (CTB) is to inform our customers of the rebranding of the Aptima® Vaginal Swab Specimen Collection Kit (Cat. No. 301162) to the Aptima Multitest Swab Specimen Collection Kit (Cat. No. PRD-03546), which is intended to be utilized to collect patient samples for use with multiple Aptima® assays and with multiple sample types.

**Scope**

This CTB is effective upon receipt and is intended for site administrators, laboratory supervisors and operators.

The newly available Aptima Multitest Swab Specimen Collection Kit will accommodate the collection of additional sample types and support our continued focus on the expansion of our Aptima assay menu for use on Hologic systems.

**What is Affected**

The new Aptima Multitest Swab Specimen Collection Kit is a relabeled Aptima Vaginal Swab Collection Kit (Cat. No. 301162) and will replace the Aptima Vaginal Swab Collection Kit. There will be a temporary transition period where both collection kits will be available. On a future date to be determined, Hologic will cease production of the Aptima® Vaginal Swab and only the Aptima® Multitest Swab Specimen Collection Kit (Cat. No. PRD-03546) will be available.

The shift in nomenclature from “vaginal” to “multitest” is solely a Hologic relabeling initiative to accommodate additional specimen types. There have been no other changes to the product. The Aptima Multitest Swab Specimen Collection Kit has been validated by Hologic for use with the following assays: Aptima Combo 2® assay, Aptima® Chlamydia trachomatis assay, Aptima Neisseria gonorrhoeae assay, Aptima Trichomonas vaginalis assay and Aptima® HSV 1 & 2 assay.



The Aptima® Multitest Swab Collection Kit may be utilized with the following Aptima® assays and sample types. When collecting multiple specimens from the same patient, the tube label provides a specimen source field for unique identification of each specimen.

<b>Aptima® Assay</b>	<b>Clinician-Collected Vaginal Swab</b>	<b>Patient-Collected Vaginal Swab</b>	<b>Clinician-Collected Lesion Sample</b>
<i>Aptima Combo 2® assay (CT/NG)</i>	<b>Yes</b>	<b>Yes</b>	<b>No</b>
<i>Aptima® Chlamydia trachomatis assay</i>			
<i>Aptima® Neisseria gonorrhoeae assay</i>			
<i>Aptima® Trichomonas vaginalis assay</i>		<b>No</b>	
<i>Aptima® HSV 1 &amp; 2 assay</i>	<b>No</b>	<b>No</b>	<b>Yes</b>

Users of the current Aptima Vaginal Swab Collection Kit are encouraged to continue using their current inventory and replenish by ordering the Aptima Multitest Swab Collection Kit. For more information, please refer to the Aptima Multitest Swab Specimen Collection Kit package insert (part number AW-14413-001) at [www.hologic.com](http://www.hologic.com) and the leaflet of patient instructions available with the kit.

**What is Required**

Ensure that appropriate departments (laboratory personnel, supply chain/inventory, purchasing, accounting, ordering physicians and clinics) are notified of the information documented in this Customer Technical Bulletin.

If there are questions or concerns regarding this communication, please contact Hologic Technical Support at +1 888 484 4747 or +1 858 410 8511, or by e-mail at [molecularsupport@hologic.com](mailto:molecularsupport@hologic.com).

END OF DOCUMENT

# HOLOGIC

## Amendment No. 3

<b>CUSTOMER NAME</b>	<b>CUSTOMER NUMBER</b>	<b>PURCHASE ORDER NUMBER</b> <i>(required)</i>
State Of Maine Department Of Health & Human Services	159171	
<b>CONTACT NAME</b>	<b>CONTACT PHONE NUMBER</b>	<b>CONTACT FAX OR EMAIL</b>
Lori Webber	207-287-1722	lori.webber@maine.gov
<b>BILL TO ADDRESS</b>	<b>SHIP TO ADDRESS</b>	<b>HOLOGIC REPRESENTATIVE</b>
221 State Street Augusta, ME 04330	221 State Street Augusta, ME 04330	Jack Thornton

This amendment ("Amendment No. 3") to that certain Master Agreement dated November 1, 2007 ("Agreement") between Gen-Probe Sales & Service, Inc. ("Hologic") and State Of Maine ("Customer") is by and between Hologic and Customer and is effective on the execution date by Hologic ("Amendment Date"). Hologic and Customer are collectively referred to herein as the "Parties."

WHEREAS, the Parties are desirous of amending the Agreement.

WHEREAS, the Parties entered into that certain Agreement as amended by the Amendment dated April 25, 2013 ("Amendment No. 1") and by the Amendment dated March 6, 2014 ("Amendment No. 2").

NOW THEREFORE, in consideration of the agreements, mutual representations and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- As of the Amendment Date, the Parties agree that the following items shall be removed from the "Reagent Purchase Schedule": 303536 – Kit, ATV-V2, 100T and 303537 – Kit, ATV-V2, 250T.
- As of the Amendment Date, the Parties agree that the following item shall be added to the "Reagent Purchase Schedule":

Product Number	Description	Price/Kit	Monthly Quantity	Extended Price	3-Month (Quarterly) Quantity	12-Month (Yearly) Quantity
302807	Kit, Controls, ATV, 250	-	As Needed	-	As Needed	As Needed

- As of the Amendment Date, the Parties agree that the following section will be added to the Agreement.

### Cost per Reportable Pricing

Each month during the Term, Hologic may provide Customer up to one (1) of each kit under the Cost per Reportable ("CPR") program (the "CPR Kit[s]") at no charge. Customer agrees to submit to Hologic the total number of reportable results for the prior month by the 10<sup>th</sup> 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 I. This form will be faxed to Hologic Customer Service at 1-800-288-3141 or emailed to [customerservice5@hologic.com](mailto:customerservice5@hologic.com). Failure to submit this form by the 10<sup>th</sup> of each month may result in the delay of shipment of 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 CPR usage and pricing at any time, and may adjust pricing or discontinue providing CPR Kits to Customer and terminate the CPR program with 10 days' notice to Customer.

Product #	Description	Expected Results Per Kit	Cost per Reportable	CPR Part #
303536	KIT, ATV-V2, 100T - PANTHER	100 tests	\$9.50/test	303536-CPR

[REMAINDER PAGE LEFT BLANK INTENTIONALLY]





**AMENDMENT**

10210 Genetic Center Drive  
 San Diego, CA 92121-4362  
 (858) 410-8000  
 (800) 323-3001 FAX: (800) 288-3141  
 (800) 342-7441 (In Canada)

Account Executive: Jack Thomson  
 Telephone: 339-221-3642  
 Customer #: 1030717000  
 Apply to Contract # 11101900000000000000

MA 11101900000000000000100

4/26/13 MB  
**ENTERED**  
 51602079

Date: April 17, 2013

**Billing Address**

State of Maine  
 ATTN: Accounts Payable  
 221 State Street  
 State House Stat # 12  
 Augusta, ME 04330

**Shipping Address**

State of Maine Health Environmental Testing  
 ATTN: Lori Webber  
 221 State Street  
 Augusta, ME 04330  
 (207) 289-2727

Thank you for your continued interest in our APTIMA assay products at State of Maine Health Environmental Testing.

**REAGENT PURCHASE SCHEDULE:**

Product Number	Description	Price/Kit	Monthly Quantity	Extended Price	3-Month (Quarterly) Quantity	12-Month (Yearly) Quantity
303083	Advanced Cleaning Solution	No Charge	4.3	\$ -	12.9	51.6
303096	Run Kit, Panther	No Charge	0.3	\$ -	0.9	3.6
302923	APTIMA COMBO 2, 100-TBST KIT, PANTHER	\$ 950.00	18.9	\$ 17,955.00	56.7	226.8
CL0041	Caps, AMP/P.R.S.(CL0045)DIAG.	No Charge	As Needed	\$ -	As Needed	As Needed
CL0040	Caps, TCR/SEL.(CL0038)DIAG.	No Charge	As Needed	\$ -	As Needed	As Needed
301604	Spare Caps, PP, 60mL, TCR APTIMA 2x50	No Charge	As Needed	\$ -	As Needed	As Needed
<b>MONTHLY TOTAL:</b>				<b>\$ 17,955.00</b>		

Instrumentation/equipment required for the APTIMA assays at State of Maine Health Environmental Testing, located will include the following:  
 (Note: Instrumentation may include reconditioned or refiled systems)

Quantity & Instrumentation	Description
1 x 303095	Panther Instrument System, DX
1 x 800147	Standard Service
	PRO360 Remote Diagnostics Management
1 x 800142	In-House training for Two (2) System Operators

This pricing will be entered into your current agreement with Gen-Probe and will be valid through: October 31, 2016.

Upon acceptance of this Agreement, Gen-Probe will reimburse LIS Vendor for the expenses associated with the procurement of an LIS interface for the System, up to \$8,000.00 upon submission of an invoice from LIS Vendor."

Please be advised, TECAN tips (catalog # 10612513) are the only tips that Gen-Probe has validated for use on the PANTHER® System ("System"). Gen-Probe does not support the use of non-TECAN tips on the System as stated in the System Operator's Manual and pursuant to the terms of the warranty for the System. The TECAN tip (catalog #10612513) can be directly ordered from TECAN U.S. at 800-338-3226.

Gen-Probe will initially guarantee 24 hour service response time (Mon-Fri) for the PANTHER® System. Within six months of PANTHER® installation, Gen-Probe will continue the 24 hrs response time guarantee if PRO360® has been installed within State of Maine Health Environmental Testing and connected to Gen-Probe. If PRO360® has not been installed, Gen-Probe will extend the guaranteed service response time to 48 hrs.

These changes will be entered into your current agreement with Gen-Probe. This amendment makes no other changes to the Terms and Conditions in the above mentioned contract.

If not accepted by Customer within 45 days of date of this amendment, Gen-Probe retains the right to renegotiate the price(s) on this Amendment. If these terms are acceptable, please sign and return this document to Gen-Probe Customer Service, fax #: (800) 288-3141.

If you should need further assistance do not hesitate to call me personally at 339-221-3642

Gen-Probe Sales & Service, Inc.:

*[Signature]*  
 PAUL MARR

Date: 4/25/13

Customer Signature

*[Signature]*  
 Justin Ingram  
 Buyer III  
 04/25/13

Customer's Printed Name and Title  
 Lori A. Webber, Micro III

Date: 4/25/13

## PANTHER DESCRIPTION OF STANDARD SERVICE

**SERVICES INCLUDED.** The services included under Standard Service are the following:

Labor, necessary replacement parts (excluding disposables which include, but are not limited to, TECAN Tips, MTU's, waste bags, and bench covers), and Gen-Probe travel expenses.

Preventative maintenance by a Gen-Probe service technician according to operator's or user's manual.

System repair for reasons other than those listed below under Services Excluded.

Site visits for covered repair services.

Access to Gen-Probe Technical Support telephone support, Monday through Friday, 6:00 AM to 5:00 PM Pacific Time (excluding Gen-Probe holidays).

Telephone Number for all Technical Support: 888-484-4747.

Factory authorized updates or modifications, including parts.

### **PRO360° REMOTE DIAGNOSTICS.**

Representative on site within 24 hours (Monday – Friday) if PRO360° Remote Diagnostics Management is installed.

Representative on site within 48 hours (Monday – Friday) if PRO360° Remote Diagnostics is not installed.

Service response times are predicated upon the System operator being willing and able to transfer System log files to Gen-Probe when instructed by Gen-Probe Technical Support using the protocol described in the System Operator's Manual.

**SERVICES EXCLUDED.** The services excluded under the Standard Service option are the following:

Any repair required because of causes other than use of the System 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 system, electrical system malfunction or failure, repair maintenance, modification, relocation, or reinstallation by other than Gen-Probe authorized personnel, installation of commercial or non-System software, use of any other tips on the System other than TECAN Tips, or acts of God, fire, flood, earthquake, or other natural causes.

Routine tasks, other than those performed by Gen-Probe during preventative maintenance visits, covered in the operator's or user's manual, such as cleaning and maintenance.

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 System) and consumable items.

Relocation of System.

Note: Labor and materials charges for all of the excluded services will be billed at rates prevailing at the time of service.

**CUSTOMER OBLIGATIONS.** Prior to any shipment of repair parts or visit by a Gen-Probe service representative, Customer must perform all pertinent diagnostic programs, tests, simple/ basic troubleshooting and provide an accurate description of the failure/error.

**REPLACED OR REMOVED PARTS.** All parts replaced or removed under this Agreement become the property of Gen-Probe.

**WARRANTY.** Limited 90-day warranty on materials and workmanship.



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

H. SAWIN MILLETT, JR  
COMMISSIONER

MICHAEL A. WENZEL  
DIRECTOR

October 22, 2012

Matt Martinson  
Gen Probe Sales & Service  
10210 Genetic Center Drive  
San Diego, CA 92121

Re: Contract # MA – 18P – 111019\*100

Mr. Martinson:

Enclosed is a copy of our Contract Extension form covering **Contract # MA 18P 111019\*100** with your company. The State of Maine would like to extend this contract for a period of one year ending **11/01/2013**. At this time, we are inquiring if the State of Maine can consider extending the contract at existing terms and conditions and **lower pricing** – we will have to go out to bid if we cannot get 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 207-624-5086. 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 there are questions, please contact me at (207) 624-7337.

Justin Franzose  
Buyer II  
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) 624-7337  
Fax # (207) 287-6578

Contract Number  
**MA 111019\*100**

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Contract for Gen-Probe Diagnostic Reagents & Test Kits

**Contractor:** Gen Probe Sales & Service

**Contract Period Extended To:** 11/01/2013

**New Lower Pricing:** ~~Please adjust attached spreadsheet~~ \*Pricing is based on Nationwide Public Health Pricing. A 5% discount was given on previous renewal. Please speak with Lab Supervisor Lori Webber if further information is needed.

**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 111019\*100** until **November 1, 2013** with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: Gen-Probe Sales & Service, Inc.

By: 

E-mail Address: Contractadmin@gen-probe.com

Date: 11/1/12

**Please provide dollar value the State has spent on this contract from 11/01/2011 to present: \$232,073.**  
Please see attached usage report.



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

ALEC PORTEOUS  
ACTING COMMISSIONER

KEVIN SCHEIRER  
DIRECTOR

October 4, 2017

Jack Thornton  
Gen Probe Sales & Service  
San Diego, CA 92121

Re: Contract # MA - 18P – 1110190000000000100

Dear Jack,

Enclosed is a copy of our Contract Extension form covering Contract # MA 111019\*100 with your company. The State of Maine would like to extend this contract for a period of one year, ending 10/31/18. Per your email dated 9/6/2017, the current pricing will remain as is for the extension period.

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

Contract Number

PHONE: (207) 624-7336

[www.Maine.gov](http://www.Maine.gov)

FAX: (207) 287-6578



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

MA 111019\*100

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Contract for Gen-Probe Diagnostic Reagents & Test Kits

**Contractor:** Gen Probe Sales & Service

**Contract Period Extended To:** 10/31/18

**Current Pricing:** To remain as is for the extension period

**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 111019\*100 until October 31, 2018 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor:

By: Keith Gantner, SVP, Group Sales  
Printed

  
Signature

E-mail Address: [contracts@hologic.com](mailto:contracts@hologic.com)

Date: 10/6/17

**Dollar value the State has spent on this contract from 11/1/16to present: \$**

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
VS0000001922	'102800	GEN-PROBE		'102800	19340	KIT,ACCUPROBE RGTS 200-TESTS	KIT	KIT	\$70.30	7
VS0000001922	'102845	GEN-PROBE		'102845	19340	KIT,ACCUPROBE,AVIUM COMPLEX	KIT	KIT	\$199.50	7
VS0000001922	'102850	GEN-PROBE		'102850	19340	KIT,ACCUPROBE,M. GORDONAE	KIT	KIT	\$199.50	7
VS0000001922	'102855	GEN-PROBE		'102855	19340	KIT,ACCUPROBE,M. KANSASII	KIT	KIT	\$199.50	7
VS0000001922	'102860	GEN-PROBE		'102860	19340	KIT,ACCUPROBE,M. TUBERCULOSIS	KIT	KIT	\$199.50	7
VS0000001922	'201791	GEN-PROBE		'201791	19340	KIT,DETECTION RGT	KIT	KIT	\$33.25	7
VS0000001922	'301001	GEN-PROBE		'301001	19340	KIT,MYCOAMP,W/O CNTRLS,MTD	KIT	KIT	\$1,045.00	7
VS0000001922	'301040	GEN-PROBE		'301040	19340	KIT,Aptima Cmb2Urine Spec Coll	KIT	KIT	\$59.38	7
VS0000001922	'301041	GEN-PROBE		'301041	19340	KIT,Aptima Cmb2 Swab Spec Coll	KIT	KIT	\$59.38	7
<del>VS0000001922</del>	<del>301162</del>	<del>GEN-PROBE</del>		<del>301162</del>	<del>19340</del>	<del>KIT,Aptima Vaginal Swab Spec Coll</del>	<del>KIT</del>	<del>KIT</del>	<del>\$59.38</del>	<del>7</del>
VS0000001922	303085	GEN-PROBE		303085	19340	ADVANCED CLEAN SOLUTION	KIT	KIT	\$0.00	7
VS0000001922	303096	GEN-PROBE		303096	19340	RUN KIT, PANTHER	KIT	KIT	\$0.00	7
VS0000001922	302923	GEN-PROBE		302923	19340	APTIMA COMBO 2, 100-TEST KIT, PANTHER	KIT	KIT	\$950.00	7
VS0000001922	CL0041	GEN-PROBE		CL0041	19340	Caps, AMP/P.R.S. (CL0045)DIAG.	BAG	BAG	\$0.00	7
VS0000001922	CL0040	GEN-PROBE		CL0040	19340	Caps, TCR/SEL.(CL0038) DIAG.	BAG	BAG	\$0.00	7
VS0000001922	501604	GEN-PROBE		501604	19340	Spare Caps, PP, 60mL, TCR Aptima 2x50	BAG	BAG	\$0.00	7
VS0000001922	303570	GEN-PROBE		303570	19340	APTIMA HPV 100 test kit, PANTHER	KIT	KIT	\$1,200.00	7
VS0000001922	303585	GEN-PROBE		303585	19340	APTIMA HPV 250 test kit, PANTHER	KIT	KIT	\$3,000.00	7
VS0000001922	301154C	GEN-PROBE		301154C	19340	Aptima Specimen Collection Kit	KIT	KIT	\$110.00	7
VS0000001922	303094	GEN-PROBE		303094	19340	APTIMA COMBO 2, 250- Test Kit, PANTHER	KIT	KIT	\$2,375.00	7
VS0000001922	302807	GEN-PROBE		302807	19340	Kit, Controls, ATV 250	KIT	KIT	\$0.00	7
VS0000001922	302101	GEN-PROBE		302101	19340	Kit, Bleach Enhancer/Cleaning	KIT	KIT	\$50.00	7
<del>VS0000001922</del>	<del>PRD-03546</del>	<del>GEN-PROBE</del>		<del>PRD-03546</del>	<del>19340</del>	<del>Kit, Aptima Multi-Test Swab Spec Coll</del>	<del>KIT</del>	<del>KIT</del>	<del>\$59.38</del>	<del>7</del>

# HOLOGIC

## Price Notification

<b>CUSTOMER NAME ("CUSTOMER")</b>		<b>CUSTOMER NUMBER</b>
State Of Maine Department Of Health And Human Services		159171
<b>CONTACT NAME</b>	<b>CONTACT PHONE NUMBER</b>	<b>CONTACT FAX OR EMAIL NUMBER</b>
Lori Webber	207-287-2727	lori.webber@maine.gov
<b>BILL TO ADDRESS</b>	<b>SHIP TO ADDRESS</b>	<b>SALES REP'S NAME</b>
221 State St Augusta, ME 04330	221 State St Augusta, ME 04330	Jack Thornton

**Effective Date:** March 15, 2017

Pricing for the products set forth below ("Products") shall be effective on the date set forth above. Customer may purchase the Products on an as needed basis under the same terms and conditions as set forth in that certain Master Agreement (Contract# MA1110190000000000100) dated October 31, 2007.

<b>Product Number</b>	<b>Description</b>	<b>Price/Kit</b>
302101	Kit, Bleach Enhancer/Cleaning	\$50.00

**Gen-Probe Sales and Service, Inc.**  
(by its authorized representative)



Oracle# 10985

**Keith Gantner, SVP, Group Sales & Field  
Service, Sales**

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 111019\*100

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Contract for Gen-Probe Diagnostic Reagents & Test Kits

**Contractor:** Gen Probe Sales & Service

**Contract Period Extended To:** 10/31/17

**Current Pricing:** See Attached Spreadsheet

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

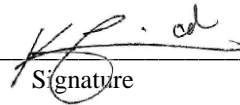
In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 111019\*100 until October 31, 2017 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: Gen-Probe Sales & Service, Inc.

By: Katherine Fischer, Sr. Mgr, Commercial Contracts

Printed

  
Signature

E-mail Address: [contracts@hologic.com](mailto:contracts@hologic.com)

Date: 9/30/16

**Dollar value the State has spent on this contract from 11/1/14to present: \$**

VENDOR CUSTOMER CO	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VS0000001922	'102440	GEN-PROBE		'102440	19340	TUBES,PP,12 X 75mm,250/BX	BOX	BOX	\$0.00	7
VS0000001922	'102800	GEN-PROBE		'102800	19340	KIT,ACCUPROBE RGTS 200-TESTS	KIT	KIT	\$70.30	7
VS0000001922	'102845	GEN-PROBE		'102845	19340	KIT,ACCUPROBE,AVIUM COMPLEX	KIT	KIT	\$199.50	7
VS0000001922	'102850	GEN-PROBE		'102850	19340	KIT,ACCUPROBE,M. GORDONAE	KIT	KIT	\$199.50	7
VS0000001922	'102855	GEN-PROBE		'102855	19340	KIT,ACCUPROBE,M. KANSASII	KIT	KIT	\$199.50	7
VS0000001922	'102860	GEN-PROBE		'102860	19340	KIT,ACCUPROBE,M. TUBERCULOSIS	KIT	KIT	\$199.50	7
VS0000001922	'104578	GEN-PROBE		'104578	19340	TEN TIP-CASSETTE, TCS	CASE	CASE	\$0.00	7
VS0000001922	'104795	GEN-PROBE		'104795	19340	UPS(Uniterrupted Pwr Sup)Tecan	KIT	KIT	\$0.00	7
VS0000001922	'201791	GEN-PROBE		'201791	19340	KIT,DETECTION RGT	KIT	KIT	\$33.25	7
VS0000001922	'301001	GEN-PROBE		'301001	19340	KIT,MYCOAMP,W/O CNTRLS,MTD	KIT	KIT	\$1,045.00	7
VS0000001922	'301032	GEN-PROBE		'301032	19340	KIT, APTIMA COMBO 2	KIT	KIT	\$950.00	7
VS0000001922	'301040	GEN-PROBE		'301040	19340	KIT,Aptima Cmb2Urine Spec Coll	KIT	KIT	\$59.38	7
VS0000001922	'301041	GEN-PROBE		'301041	19340	KIT,Aptima Cmb2 Swab Spec Coll	KIT	KIT	\$59.38	7
VS0000001922	301162	GEN-PROBE		301162	19340	KIT,Aptima Vaginal Swab Spec Coll	KIT	KIT	\$59.38	7
VS0000001922	'301048	GEN-PROBE		'301048	19340	KIT, APTIMA AUTO DETECT RGT	KIT	KIT	\$42.75	7
VS0000001922	'301088	GEN-PROBE		'301088	19340	Kit, Top Level, APTIMA, CT	KIT	KIT	\$760.00	7
VS0000001922	'LR0118-04	GEN-PROBE		'LR0118-04	19340	LBLD, HYBRIDIZATION RGT MTD 2	KIT	KIT	\$0.00	7
VS0000001922	'LR0120-04	GEN-PROBE		'LR0120-04	19340	LBLD,ENZ DILUTION BUFFER,MTD2	KIT	KIT	\$0.00	7
VS0000001922	'LR0139-04	GEN-PROBE		'LR0139-04	19340	LBLD, ENZYME REAGENT, MTD2	KIT	KIT	\$0.00	7
VS0000001922	'LR0141-04	GEN-PROBE		'LR0141-04	19340	LBLD,HYB BUFFER, MTD2	KIT	KIT	\$0.00	7
VS0000001922	'LR0238-04	GEN-PROBE		'LR0238-04	19340	LBLD, AMP RECON SOLN, APTIMA	KIT	KIT	\$0.00	7
VS0000001922	'LR0239-04	GEN-PROBE		'LR0239-04	19340	LBLD, Enz Recon Soln, APTIMA	KIT	KIT	\$0.00	7
VS0000001922	'TU0022	GEN-PROBE		'TU0022	19340	Ten Tube Unit, eSAS	CASE	CASE	\$0.00	7
VS0000001922	303085	GEN-PROBE		303085	19340	ADVANCED CLEAN SOLUTION	KIT	KIT	\$0.00	7
VS0000001922	303096	GEN-PROBE		303096	19340	RUN KIT, PANTHER	KIT	KIT	\$0.00	7
VS0000001922	302923	GEN-PROBE		302923	19340	APTIMA COMBO 2, 100-TEST KIT, PANTHER	KIT	KIT	\$950.00	7
VS0000001922	CL0041	GEN-PROBE		CL0041	19340	Caps, AMP/P.R.S. (CL0045)DIAG.	BAG	BAG	\$0.00	7
VS0000001922	CL0040	GEN-PROBE		CL0040	19340	Caps, TCR/SEL.(CL0038) DIAG.	BAG	BAG	\$0.00	7
VS0000001922	501604	GEN-PROBE		501604	19340	Spare Caps, PP, 60mL, TCR Aptima 2x50	BAG	BAG	\$0.00	7
VS0000001922	303570	GEN-PROBE		303570	19340	APTIMA HPV 100 test kit, PANTHER	KIT	KIT	\$1,200.00	7
VS0000001922	303585	GEN-PROBE		303585	19340	APTIMA HPV 250 test kit, PANTHER	KIT	KIT	\$3,000.00	7
VS0000001922	301154C	GEN-PROBE		301154C	19340	Aptima Specimen Collection Kit	KIT	KIT	\$110.00	7
VS0000001922	303094	GEN-PROBE		303094	19340	APTIMA COMBO 2, 250- Test Kit, PANTHER	KIT	KIT	\$2,375.00	7
VS0000001922	302807	GEN-PROBE		302807	19340	Kit, Controls, ATV 250	KIT	KIT	\$0.00	7


# Price Notification

<b>CUSTOMER NAME (“CUSTOMER”)</b>		<b>CUSTOMER NUMBER</b>	
State of Maine Health Environmental Testing		159171	
<b>CONTACT NAME</b>	<b>CONTACT PHONE NUMBER</b>	<b>CONTACT EMAIL ADDRESS</b>	
Lori Webber	207-287-1722	lori.webber@maine.gov	
<b>BILL TO ADDRESS</b>	<b>SHIP TO ADDRESS</b>	<b>SALES REP’S NAME</b>	
221 State Street Augusta, ME 04330	221 State Street Augusta, ME 04330	Jack Thornton	

**Effective Date:** 04/23/14

Pricing for the products set forth below (“Products”) shall be effective on the date set forth above. Customer may purchase the Products on an as needed basis under the same terms and conditions as set forth in that certain Master Agreement dated October 31, 2008.

Product #	Description	Unit Price
303094	APTIMA COMBO 2, 250- Test Kit, PANTHER	\$2,375.00

<b>Gen-Probe Sales and Service, Inc.</b> (by its authorized representative)

<b>Joanne Dada, Sr. Manager, Sales Support and Contracts</b>

Digitally signed by fernando.diaz@hologic.com  
Reason: ORACLE # 10985  
Date: 2014.04.23 11:13:00 -07'00'


# Price Notification

<b>CUSTOMER NAME (“CUSTOMER”)</b>		<b>CUSTOMER NUMBER</b>	
State of Maine Health Environmental Testing		159171	
<b>CONTACT NAME</b>	<b>CONTACT PHONE NUMBER</b>	<b>CONTACT EMAIL ADDRESS</b>	
Lori Webber	207-287-1722	lori.webber@maine.gov	
<b>BILL TO ADDRESS</b>	<b>SHIP TO ADDRESS</b>	<b>SALES REP’S NAME</b>	
221 State Street Augusta, ME 04330	221 State Street Augusta, ME 04330	Jack Thornton	

**Effective Date:** 04/10/2014

Pricing for the products set forth below (“Products”) shall be effective on the date set forth above. Customer may purchase the Products on an as needed basis under the same terms and conditions as set forth in that certain Master Agreement dated October 31, 2008.

Product #	Description	Unit Price
301154C	Aptima Specimen Collection Kit	\$110.00

<b>Gen-Probe Sales and Service, Inc.</b> (by its authorized representative)

<b>Joanne Dada, Sr. Manager, Sales Support and Contracts</b>

Digitally signed by fernando.diaz@hologic.com  
Reason: ORACLE # 10985  
Date: 2014.04.10 13:52:07 -07'00'  
Agreement ID:MA1110190000000000100

# State of Maine Waiver of Competitive Bidding Request Form

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

<b>DHHS/DCM Contract Administrator:</b>	Melody Foster Lori Webber	<b>Office/Division/Program of Contract Administrator:</b>	DHHS, MeCDC, DDC, HETL, Sue Dowdy
<b>Est. Contract Amount:</b>	N/A To extend Master Agreement	<b>Contract or RQS Number:</b>	MA # 111019*100
Account Coding: 014.10A.2328.04.5606		<b>Purchasing Maine ID:</b>	
		<b>DHHS Agreement Number:</b>	N/A
<b>Proposed Start Date:</b>	11/01/2017	<b>Proposed End Date:</b>	Ongoing
<b>Vendor/Provider Name, City, State</b>	Gen Probe Sales and Service, c/o Hologic, 250 Campus Drive, Marlborough, MA 01752 (800) 442-9892		
<b>Short Description of Good or Service:</b>	To extend existing master agreement for proprietary supplies and reagents		
<b>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.</b>		<b>To be completed by the Division of Purchases</b> Posting dates on Division of Purchases' website: From: <u>10/23/2017</u> To: <u>10/29/2017</u>	
<b>Notice of Intent to Waive Competitive Bidding Number:</b>		NOI# 1020171724	
<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.			
<input type="checkbox"/>	A. The procurement of goods or services by the State for county commissioners pursuant to Title 30-A, section 124, involves the expenditure of \$2,500 or less, and the interests of the State would best be served;		
<input type="checkbox"/>	B. The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make purchases without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;		
	<i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>	By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement. <b>Signature:</b>	
		<b>Printed Name:</b>	<b>Date:</b>
<input checked="" type="checkbox"/>	C. After reasonable investigation by the Director of the Bureau of General Services, it appears that any required unit or item of supply, or brand of that unit or item, is procurable by the State from only one source;		
<input type="checkbox"/>	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;		
<input type="checkbox"/>	E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving: (1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service; (2) A sharing of project responsibilities and, when appropriate, costs;		
	<i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of 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>		
<input type="checkbox"/>	F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids;		
<input type="checkbox"/>	G. The procurement of goods or services involves expenditures of \$10,000 or less, and procurement from a single		



# State of Maine Waiver of Competitive Bidding Request Form

source is the most economical, effective and appropriate means of fulfilling a demonstrated need.	
If a different authorization specifically allows for this non-competitive procurement, please provide that reference here:	

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

**2. Description of Specific Need**

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

Nucleic Acid Testing is a highly technical technique requiring dedicated staff, laboratory space, hardware and software. Our testing for chlamydia (CT) and gonorrhea (GC) currently uses the Panther APTIMA by Gen-Probe/Hologic. This automated instrument requires specific FDA-approved supplies and reagents that cannot be supplied by other companies. CT/GC can be performed from one sample, collected at the time of the patient visit. This is a convenience clients have requested repeatedly over the last few years. The HETL provides testing for multiple hospitals, physicians' offices, school-based health centers, and other laboratories. Maintaining this instrument increases the efficiency of diagnosis and reporting test results to the provider.

**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.

The Panther instrument requires a trained technician, provided by Gen-Probe/Hologic, to perform routine maintenance and upgrades to the software. State employees are not properly trained to service this machine.

FDA regulated tests require specific reagents and supplies to perform the current test menu. Reagents and supplies must be purchased through Gen-Probe/Hologic.

**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**.

Gen-Probe/Hologic owns the Panther instrument, therefore performs routine maintenance at no cost. By having a reagent rental rather than buying the instrument, HETL will not need yearly maintenance agreement on the instrument. The cost of supplies and reagents for the Panther instrument has been maintained at the same level for multiple years.

The alternative to the continued use of our current testing instrumentation would be the purchase of a new system which would cost tens of thousands of dollars more, in capital equipment alone. There would be a loss of income due to the purchase of unique reagents and consumables, and lost staff time due to training and validation of the new system. During this down time when systems would be exchanged, the State of Maine would be without these diagnostic tests.

# State of Maine Waiver of Competitive Bidding Request Form

**5. Future Competition**

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

While HETL recognizes the need for competition to acquire the lowest price, the cost to switch vendors would be extremely high. Consideration would be given for purchasing versus reagent rental of the instrument, cost of reagents and consumables, and whether a yearly service agreement is necessary.

If HETL were to change vendors, assuming the sensitivity and specificity of the tests were equal to, or better than the current testing methods, HETL still would be 'locked-in' to specific test/machine/reagents.

There is also capability/flexibility of this instrument to add future FDA-approved testing such as Herpes simplex virus and Zika virus to the current HETL test menu

**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**

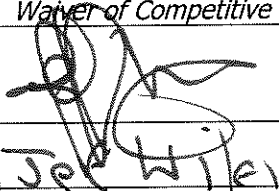
Please explain if the goods or services required are unique to a specific vendor. Describe the unique qualifications, abilities, and/or expertise of the vendor and how those particular unique factors address the specific need identified above. If the vendor has unique equipment, facilities, or proprietary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

When using dedicated scientific equipment for a diagnostic test, one cannot simply mix and match parts and reagents between vendors or sources. Each test is validated for a specific vendor through a time and labor intensive process requiring quality assurance and quality control checks. By changing a vendor (thus experimental method, reagents, consumables, hardware and software), current standard operating procedures would be invalidated. We have had equipment supplied by Gen Probe for several years. Changing to a new vendor does not mean an increase in sensitivity and specificity of the current testing process.

It must be stated that when performing a specific diagnostic test, the user is immediately 'locked-in' to that one sole source for that specific diagnostic test. A Diagnostic Test from Company A is in no way compatible with a Diagnostic Test from Company B.

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

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

<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>	Jeff Wiley 19 OCT 17

# State of Maine Waiver of Competitive Bidding Request Form

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

<b>DHHS/DCM Contract Administrator:</b>	Chris Moiles	<b>Office/Division/Program of Contract Administrator:</b>	DHHS, MeCDC, DS, HETL, Sue Dowdy
<b>Est. Contract Amount:</b>	\$18,000.	<b>Contract or RQS Number:</b>	RQS 10A 20190205*859
Account Coding: 014.10A.2328.04.5606 014304		<b>Purchasing Maine ID:</b>	
		<b>DHHS Agreement Number:</b>	CD0-19-5411
<b>Proposed Start Date:</b>	<b>11/01/2018</b>	<b>Proposed End Date:</b>	<b>10/31/2019</b>
<b>Vendor/Provider Name, City, State</b>	Gen Probe (Hologic) Sales and Service, c/o Hologic, 250 Campus Drive, Marlborough, MA 01752 (800) 442-9892		
<b>Short Description of Good or Service:</b>	To extend master agreement for supplies, reagents.		
<b>Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Procurement Services website for a period of seven consecutive calendar days.</b>		<b>To be completed by the Division of Procurement Services</b> Posting dates on Division of <i>Procurement Services</i> website: From: <u>2/7/2019</u> To: <u>2/13/2019</u>	
<b>Notice of Intent to Waive Competitive Bidding Number:</b>		NOI# 0220190163	
<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.			
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;		
B.	The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make purchases without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;		
	<i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>	<i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i> <b>Signature:</b>	
	<b>Printed Name:</b>	<b>Date:</b>	
<b>X</b>	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;		
	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;		
	E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving: (1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service; (2) A sharing of project responsibilities and, when appropriate, costs;		
	<i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of Procurement Services "GOVCOOP" form, found here: <a href="http://www.maine.gov/purchases/info/forms/govcoop.doc">http://www.maine.gov/purchases/info/forms/govcoop.doc</a>.</i>		
	F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids;		

# State of Maine Waiver of Competitive Bidding Request Form

	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:
<b>Please note that the following four points below (#2 through 5) <u>all</u> require a response.</b>	
<b>2. Description of Specific Need</b>	
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.	
<p>Nucleic Acid Testing is a highly technical technique requiring dedicated staff, laboratory space, hardware and software. Our testing for chlamydia (CT) and gonorrhea (GC) currently uses the Panther APTIMA by Gen-Probe/Hologic. This automated instrument requires FDA-approved supplies and reagents that cannot be supplied by other companies. CT/GC can be performed from one sample collected at the time of the patient visit. This is a convenience that our clients have requested repeatedly over the past several years. The HETL provides testing for many hospitals, physicians' offices, school-based health centers, and other laboratories. Maintaining this instrument greatly increases the efficiency of diagnosis and reporting test results to the provider expeditiously.</p>	
<b>3. Availability of other Public Resources</b>	
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.	
<p>The Panther instrument requires a trained technician, provided by Gen-Probe/Hologic, to perform routine maintenance and upgrades to the software. State employees are not properly trained to service this machine.</p> <p>FDA regulated tests require specific reagents and supplies to perform the current test menu. Reagents and supplies must be purchased through Gen-Probe/Hologic.</p>	
<b>4. Cost</b>	
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 <b>fair and reasonable</b> .	
<p>Gen-Probe/Hologic owns the Panther instrument, therefore performs routine maintenance at no cost. By having a reagent rental as opposed to owning the instrument, HETL does not incur the cost of an annual service agreement for this instrument. The cost of supplies and reagents for the Panther instrument has remained static for several years.</p> <p>The alternative to the continued use of our current testing instrumentation would be the purchase of an entirely new system which would cost tens of thousands of dollars more, just in capital equipment alone. There would also be a loss of income due to the purchase of unique reagents and consumables, and lost staff time due to training and validation of the new system. During this down time when systems would be exchanged, the State of Maine would be without these diagnostic tests.</p>	
<b>5. Future Competition</b>	
Please describe potential opportunities which may be available to foster competition for these goods or services in the future.	
<p>While HETL recognizes the need for competition to acquire the lowest price, the cost to switch vendors would be high. Consideration would have to be given for purchasing versus reagent rental of the instrument, cost of reagents and consumables, and if a yearly service agreement is necessary.</p> <p>If HETL were to change vendors, assuming that the sensitivity and specificity of the tests were equal to or better than our current testing methods, HETL still would be 'locked-in' to their specific test/machine/reagents.</p>	

## State of Maine Waiver of Competitive Bidding Request Form

There is also capability/flexibility of this instrument to add future FDA-approved testing such as Herpes simplex virus and Zika virus to the current HETL test menu.

**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.**

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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.

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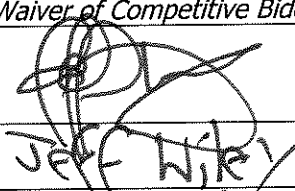
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Please explain if time is of the essence and an emergency exists which requires the immediate procurement of goods or services. Describe the nature of this emergency, provide the date by which the goods or services must be delivered, and explain how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

N/A

<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>	 JEFF WILEY
<b>Date:</b>	1 Feb 19