

MA 18P 2012140000000000058
MODIFICATION

State of Maine



Master Agreement

Effective Date: 12/14/20

Expiration Date: 08/31/24

Master Agreement Description: Supplies and Reagents

Buyer Information

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

Issuer Information

Christine Violette 207-441-7282 ext. christine.violette@maine.gov

Requestor Information

Christine Violette 207-441-7282 ext. christine.violette@maine.gov

Agreement Reporting Categories

Reason For Modification: Extension until 8/31/2024 for Maine CDC Health and Environmental Testing Lab only. Deleted the quotations for Department of Public Safety.

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000008087

Vendor Name

QIAGEN, LLC

Alias/DBA

Vendor Address Information

19300 Germantown Rd

Germantown, MD 20874

US

Vendor Contact Information

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

Commodity Information

Vendor Line #: 1

Vendor Name: QIAGEN, LLC

Commodity Line #: 1

Commodity Code: 19300

Commodity Description: Supplies and Reagents

Commodity Specifications:

Commodity Extended Description: AS PER THE SPECIFICATIONS ATTACHED AND MADE PART OF THIS MA.
Quote #230801US01679659JR

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	12/14/20	08/31/24
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Brandon Martin 8/30/2023
2F79272FCC37434

Signature Date

Brandon Martin, Acting Chief

Procurement Officer

Vendor  08/21/2023

Signature Date

Jose Alberto Gonzalez Lopez, Legal Counsel

Print Representative Name and Title

RIDERS

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

RIDER A
Scope of Work and/or Specifications

The vendor agrees to supply all quoted supplies and reagents on an as needed basis at the agreed upon prices until the expiration date. Prices shall remain firm until the expiration date. Department of Health and Human Services is the only department authorized to submit delivery orders under this master agreement.

Please reference the quote attached and hereby incorporated into this contract. All quoted prices are in effect until 8/31/2024.

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

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

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

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

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

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

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

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

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

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

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this 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 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, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

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

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

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

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

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

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

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

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

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

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any

such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

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

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

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

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

RIDER C
EXCEPTIONS

NA



Lori Webber
 State of Maine-HETL-DHHS
 Maine CDC Health & Environmental Testing Lab
 47 Independence Drive
 Augusta, ME 04330

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

Aug 03 2023
 QIAGEN LLC
 19300 Germantown Road
 Germantown MD 20874-1415
 USA
 MD

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

Don Vendrone
 don.vendrone@qiagen.com

Quote Number 230801US01679659JR
 Customer Number 305366

Dear Lori Webber,

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

S No.	Quantity	Catalog #	Product	List Price USD	Discount %	Total Price USD
1	1	1017647	Carrier RNA(poly A) 12x1350µg	291.00	21.32	*228.95
2	1	1050875	Elution Tubes 1,5 ml (bag of 50)	20.30	21.38	*15.96
3	1	129114	Nuclease-Free Water (10 x 50 ml)	164.00	21.80	*128.25
4	1	14900-50-NF	DNeasy PowerWater Kit (50)	671.00	22.70	*518.70
5	1	150054	REPLI-g Cell WGA & WTA Kit (48)	4,170.00	22.31	*3,239.50
6	1	180477	QIAseq FX DNA Library UDI Kit (24)	962.00	51.56	*466.00
7	1	180479	QIAseq FX DNA Library UDI-A Kit (96)	3,811.00	51.56	*1,846.13
8	1	180480	QIAseq FX DNA Library UDI-B Kit (96)	3,811.00	51.56	*1,846.00
9	1	180481	QIAseq FX DNA Library UDI-C Kit (96)	3,811.00	51.56	*1,846.00
10	1	180482	QIAseq FX DNA Library UDI-D Kit (96)	3,811.00	51.56	*1,846.00
11	1	19075	Buffer AL	133.00	22.14	*103.55
12	1	19133	QIAGEN Proteinase K (10 ml)	430.00	21.35	*338.20
13	1	19157	QIAGEN Protease (30 AU)	338.00	21.58	*265.05
14	1	19598	Investigator Lyse&Spin Basket Kit (250)	244.00	22.13	*190.00



S No.	Quantity	Catalog #	Product	List Price USD	Discount %	Total Price USD
15	1	203445	HotStarTaq Master Mix Kit (1000 U)	1,026.00	21.11	*809.40
16	1	27106	QIAprep Spin Miniprep Kit (250)	497.00	17.04	*412.30
17	1	333891	QIAseq DIRECT SARS-CoV-2 Kit A	3,968.00	46.77	*2,112.00
18	1	333892	QIAseq DIRECT SARS-CoV-2 Kit B	3,968.00	46.77	*2,112.00
19	1	333893	QIAseq DIRECT SARS-CoV-2 Kit C	3,968.00	46.77	*2,112.00
20	1	333894	QIAseq DIRECT SARS-CoV-2 Kit D	3,968.00	46.77	*2,112.00
21	1	333895	QIAseq SARS CoV-2 Primer Panel (24)	268.00	32.09	*182.00
22	1	333896	QIAseq SARS CoV-2 Primer Panel (96)	992.00	32.26	*672.00
23	1	333898	QIAseq DIRECT SARS-CoV-2 HT (A-D)	12,707.00	41.92	*7,380.00
24	1	51306	QIAamp DNA Mini Kit (250)	898.00	17.27	*742.90
25	1	56304	QIAamp DNA Micro Kit (50)	316.00	22.14	*246.05
26	1	57704	QIAamp MinElute Virus Spin Kit (50)	371.00	22.16	*288.80
27	1	61104	QIAamp DSP DNA Blood Mini Kit (50)	221.00	22.20	*171.95
28	1	63206	DyeEx 2.0 Spin Kit (250)	990.00	13.54	*855.95
29	1	972807	PyroMark Gold Q96 Reagents (50 x 96)	2,000.00	19.16	*1,616.90
30	1	979002	PyroMark Q96 Plate Low (100)	302.00	19.16	*244.15
31	1	979004	PyroMark Q96 Cartridge (3)	625.00	19.14	*505.40
32	1	979006	PyroMark Binding Buffer (200 ml)	71.30	19.26	*57.57
33	1	979007	PyroMark Denaturation Sol. (500 ml)	71.30	19.26	*57.57
34	1	979008	PyroMark Wash Buffer (conc., 200 ml)	70.80	19.10	*57.28
35	1	979009	PyroMark Annealing Buffer (250 ml)	71.40	19.24	*57.66
36	1	979010	PyroMark Vacuum Prep Filter Probe (100)	416.00	19.16	*336.30
37	1	979011	PyroMark Q96 Vacuum Prep Trough (5)	59.20	19.12	*47.88
38	1	981103	Strip Tubes and Caps, 0.1 ml (250)	312.00	21.44	*245.10
39	1	990332	Filter-Tips, 200 µl (1024)	129.00	21.20	*101.65
40	1	990352	Filter-Tips, 1000 µl (1024)	131.00	21.68	*102.60
41	1	990394	Rotor Adapters (10 x 24)	56.80	21.39	*44.65
42	1	990452	Filter-Tips, 1000 µl, wide-bore (1024)	129.00	21.20	*101.65

Quote Total Price [USD]: 36,664.00

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

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

Did you know that you can directly apply this quote to online orders? Simply [Click Here](#)

Goods are delivered subject to the QIAGEN Ltd. Terms and conditions of sale which will be sent to you upon request or can be downloaded at <https://www.qiagen.com>

Terms of Delivery and payment:



Offer validity: Valid From: 08/01/2023
Valid To: 08/31/2024
Price: Prices do not include Tax
Shipping Terms: FOB Shipping Point, Prepaid and Added to Invoice
Payment: Net 30 Days upon Invoicing

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

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Supplies and Reagents

Contractor: QIAGEN, LLC

Contract Period Extended To: 8/31/2021

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

Agreement to Extend Contract:

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

Copy of which is acknowledged on this date.

Contractor: QIAGEN, LLC.

By: Tim Grabham, Assistant Secretary



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

Date: 10/07/2020

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

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Supplies and Reagents

Contractor: QIAGEN, LLC.

Contract Period Extended To: 8/31/2022

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

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract # MA 2012140000000000058 until August 31st, 2022 with all terms, conditions remaining as shown in the original contract. Provided that the prices and items to be supplied are per quote 210428US01336412JG and 210428US01336627JR, which are attached and hereby incorporated into the contract. All quoted prices are in effect until 8/31/2022.

Copy of which is acknowledged on this date.

Contractor: QIAGEN, LLC.

By: 

Tim Grabham, Assistant Secretary

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

Date: 4/29/2021

Dollar value the State has spent on this contract from 12/14/2020 to present:
\$13,625

Commodity Item: Supplies and Reagents

Contractor: Qiagen

Contract Period Extended To: 8/31/2023

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

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract # MA 2012140000000000058 until August 31st, 2023 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: QIAGEN

By: Don Vendrone, Don Vendrone

E-mail Address: don.vendrone@qiagen.com

Date: 10/3/2022

Dollar value the State has spent on this contract from 12/14/2020 to present:

\$ 180,053