

MA 18P 2106280000000000146  
NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 06/29/21

**Expiration Date:** 04/30/25

**Master Agreement Description:** Reagents, Consumables, and Equipment Support Products

**Buyer Information**

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

**Issuer Information**

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

**Requestor Information**

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

**Agreement Reporting Categories**

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000078893

**Vendor Name**

ROCHE DIAGNOSTICS CORP

**Alias/DBA**

**Vendor Address Information**

PO BOX 660367 MAIL CODE 5021

DALLAS, TX 75266

US

**Vendor Contact Information**

BILL FINNEGAN  
800-428-5076 ext.  
kandace.ward@contractors.roche.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** ROCHE DIAGNOSTICS CORP

**Commodity Line #:** 1

**Commodity Code:** 49043

**Commodity Description:** Reagents, Consumables, and Equipment Support Products

**Commodity Specifications:**

**Commodity Extended Description:**

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	06/29/21	04/30/25
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

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:  
 10/26/2021  
6061877545DD0469...  
\_\_\_\_\_  
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:  
 11/10/2021  
AA136E22492842F...  
\_\_\_\_\_  
Signature Date

Margaret York Manager, Contracts

\_\_\_\_\_  
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 checked="" type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" 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**

This master agreement is for reagents, consumables, and equipment support products, per the quotation attached and hereby incorporated into this contract. This agreement expires April 30th, 2025 and does not include any renewals.

**RIDER B**  
**TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
- 2. WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

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

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

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

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

**6. FORCE MAJEURE:** means any delay caused by acts of nature, pandemics, epidemics, quarantines, public health emergencies, local disease outbreaks, strikes, lockouts, other labor troubles, riots, civil commotion, insurrection, war or other reason not the fault or beyond the control of the party delayed and which could not be reasonably avoided (financial inability excepted). If a Force Majeure prevents a Party from discharging its obligation under this Agreement, that Party will not be in breach of this Agreement, and the period of performance for that Party's obligations will extend for a period equivalent to the period of the delay caused by the Force Majeure. A Party claiming that Force Majeure excuses its performance, will give prompt written notice to the other Party of the Force Majeure, use its best efforts to avoid or remove that Force Majeure, and continue to perform to the extent possible. Either Party may terminate this Agreement upon written notice if performance is delayed over thirty (30) days due to a Force Majeure event. But if Contractor cannot fully discharge or adequately fulfill its obligations under this Agreement because of a Force Majeure event, then the State will have the right to contract with an alternate or additional supplier to meet the State's needs. Quantities so affected may be eliminated from the Agreement without liability, but the Agreement shall remain otherwise unaffected. For products shipped by Contractor and accepted by the State prior to the occurrence of a Force Majeure event, the obligation for payment by the State is not excused by the occurrence of such an event.

**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

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

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this Agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing and must be mutually agreed upon by the Division and the Contractor. Each party shall work in good faith to adjust the contract amount or amounts according to the agreed upon alterations.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

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

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

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

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

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

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

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. The Division shall not assign its rights or obligations under this Agreement without the consent of the Contractor. No subcontract or transfer of Agreement shall in any case release the Contractor or the Division 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 third party claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all 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.

RIDER C

EXCEPTIONS

6. Force Majeure: means any delay caused by acts of nature, pandemics, epidemics, quarantines, public health emergencies, local disease outbreaks, strikes, lockouts, other labor troubles, riots, civil commotion, insurrection, war or other reason not the fault or beyond the control of the party delayed and which could not be reasonably avoided (financial inability excepted). If a Force Majeure prevents a Party from discharging its obligation under this Agreement, that Party will not be in breach of this Agreement, and the period of performance for that Party's obligations will extend for a period equivalent to the period of the delay caused by the Force Majeure. A Party claiming that Force Majeure excuses its performance, will give prompt written notice to the other Party of the Force Majeure, use its best efforts to avoid or remove that Force Majeure, and continue to perform to the extent possible. Either Party may terminate this Agreement upon written notice if performance is delayed over thirty (30) days due to a Force Majeure event. But if Contractor cannot fully discharge or adequately fulfill its obligations under this Agreement because of a Force Majeure event, then the State will have the right to contract with an alternate or additional supplier to meet the State's needs. Quantities so affected may be eliminated from the Agreement without liability, but the Agreement shall remain otherwise unaffected. For products shipped by Contractor and accepted by the State prior to the occurrence of a Force Majeure event, the obligation for payment by the State is not excused by the occurrence of such an event.

9. Alterations: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this Agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing and must be mutually agreed upon by the Division and the Contractor. Each party shall work in good faith to adjust the contract amount or amounts according to the agreed upon alterations.

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. The Division shall not assign its rights or obligations under this Agreement without the consent of the Contractor. No subcontract or transfer of Agreement shall in any case release the Contractor or the Division 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 third party claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all 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.

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

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

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

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

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

Name: Margaret York	Title: manager, Contracts
Authorized Signature: 	Date: 11/10/2021

DocuSigned by:

AA136E22492842F...





## ROCHE DIAGNOSTICS CORPORATION Product Schedule

### 1 Customer Information

<b>Customer Name:</b>	Maine Department of Health and Human Services
<b>Customer Account Number:</b>	55127047
<b>Address:</b>	221 State St, Augusta, ME 04330-6846
<b>Billing Address:</b>	221 State St, Augusta, ME 04330-6846
<b>GPO Affiliation:</b>	None
<b>Enterprise Agreement #:</b>	1000132
<b>Schedule Term (Months):</b>	60

### 2 Additional Terms and Conditions

**2.1 Agreement:** This Roche Diagnostics Corporation Product Schedule ("Schedule") with the incorporation of the terms and conditions of the Enterprise Agreement will be referred to as the "Agreement". Terms in the Enterprise Agreement will not supercede the terms in the Product Schedule

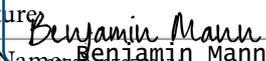
**2.2 Reagent and Supply Exhibit:** See Appendix B. This Reagent and Supply Exhibit details Customer's annual Commitment and pricing.

**2.3 Discounts:** All Equipment, Products, items, allowances and services "Included in Reagents", provided at "No Additional Charge", or identified as Discounts hereunder shall constitute a "Discount" (as that term is defined in 42 CFR part 1001.952(h)) against the Reagents and Supplies that Customer commits to purchase. In the event of a default by Customer, Roche may require Customer to pay for the pro-rata remaining value of any Discounts.

**2.4 Firm Pricing:** Roche will hold Customer's price firm for thirty-six (36) months from the Effective Date of this Schedule. Thereafter, Roche may increase Customer's prices per Your Enterprise Agreement.

**2.5: Monthly Standing Order:** Roche agrees to pay for standard shipping and delivery charges for one established, identical repeating order of Reagents and Supplies per month (a "Monthly Standing Order"). If Customer requests to expedite the Monthly Standing Order, Customer agrees to pay for these expedited shipping and delivery charges. Customer will also pay for the shipping and delivery charges on all other orders of Reagents and Supplies that Customer orders from Roche.

**3 Authorized Acceptance:** By signing this Schedule you warrant that you have the authority to execute this Schedule on behalf of Customer. The Schedule will not become effective and binding upon Roche unless and until accepted ("Effective Date"), in writing below, by an authorized representative in Indianapolis, IN.

Maine Department of Health and Human Services ("You", "Your", "Customer"): DocuSigned by:	Roche Diagnostics Corporation ("Roche", "RD", "RDC") DocuSigned by:
Signature: 	Signature: 
Print Name: Benjamin Mann	Print Name: Margaret York
Title: Deputy Commissioner of Finance	Title: Manager, Contracts
Date: 6/11/2020	Effective Date: 11/10/2021



**ROCHE DIAGNOSTICS CORPORATION Product Schedule**

**Appendix A – Discount Information**

<b>Description</b>	<b>Quantity</b>	<b>Acquisition Method</b>	<b>Value *</b>	<b>Pricing *</b>	<b>Payment Frequency/ Method</b>	<b>Services Payment Commencement</b>	<b>Value of Discount</b>
Reagent Freight on Monthly Standing Orders	1 Order Per Month	Roche Paid	Estimated \$49.54 Monthly	No Additional Charge	N/A	N/A	Estimated \$2,972.50
<b>TOTAL VALUE OF DISCOUNTS</b>							<b>\$2,972.50</b>

\*Values reflected above may include interest and financing costs. Upon Customer request, Roche shall disclose interest rate calculations.



## ROCHE DIAGNOSTICS CORPORATION Product Schedule

### Appendix B - Reagent And Supply Exhibit

#### Reagent Commitment

Material Name	Catalog Number	Price per Kit	Annual Committed Kits	Annual Committed Total
MagNA Pure 24 Total NA Isolation Kit	07658036001	\$526.98	55	\$28,983.90
<b>Reagent Total:</b>				<b>\$28,983.90</b>

#### Consumable Commitment

Material Name	Catalog Number	Price Per Kit	Annual Committed Kits	Annual Committed Total
MagNA Pure 24 Processing Cartridge	07345577001	\$135.00	14	\$1,890.00
MagNA Pure Filter Tips (1000 ul)	06241620001	\$936.00	5	\$4,680.00
<b>Consumable Total:</b>				<b>\$6,570.00</b>

Note: Quality control materials not contracted for under this Agreement will be available to You at the Roche Value Pricing in effect at the time You place an order with Roche's Customer Service department.

<b>Total Annual Commitment</b>	<b>\$35,553.90</b>
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*Total costs may vary due to the products required for each protocol.*

#### Equipment Support Products

Material Name	Catalog Number	Contract Price
FrameStrip with flat caps-High profile	07652275001	\$150.00
FrameStrip with flat caps-Low profile	07345593001	\$150.00
MagNA Pure 24 Down Holder Frame	07931158001	\$120.00
MagNA Pure 24 Liquid Waste Insert	07931182001	\$125.00
MagNa Pure 24 MGP Set	07806361001	\$345.00
MagNA Pure 24 Output Adapter 18mm	07931131001	\$20.00
MagNA Pure 24 Output Adapter 9mm	07931140001	\$20.00
MagNA Pure 24 Piercing Tool	07534205001	\$40.00
MagNA Pure 24 Post Elution Adapter	07931204001	\$15.00
MagNA Pure 24 Processing Station Adapter	07931212001	\$150.00
MagNA Pure 24 Reagent Rack	07930836001	\$200.00
MagNA Pure 24 Reagent Tip Park	07931166001	\$275.00
MagNA Pure 24 Sample Rack	07930852001	\$1,200.00
MagNA Pure 24 Sample Rack 24x 2ml	07931123001	\$350.00
MagNA Pure 24 Tip Park/Piercing Tool	07345585001	\$197.00
MagNA Pure 24 Tip Waste Container	07930828001	\$200.00
MagNA Pure cfNA Buffer Set	07794398001	\$268.00
MagNA Pure DNA Tissue Lysis Buffer	04805160001	\$23.40
MagNA Pure Sealing Foil	06241638001	\$244.80
MagNA Pure Tube 2.0mL	07857551001	\$345.00
MP Bacteria Lysis Buffer	04659180001	\$72.75
MPLC totalNA Isol.Kit-Lysis/Bind.Buf.Ref	03246779001	\$77.40
S.T.A.R.	03335208001	\$67.50
Tip CORE TIPS with Filter, 50µl	07102127001	\$1,382.40

## State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

INSTRUCTIONS: Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

### PART I: OVERVIEW

Department Office/Division/Program:		DHHS/Maine CDC		
Department Contract Administrator or Grant Coordinator:		Chris Moiles		
(If applicable) Department Reference #:		CD0-21-54MA01		
Amount: (Contract/Amendment/Grant)	\$ 0.00	Advantage CT / RQS #:		
CONTRACT	Proposed Start Date:	<b>06/01/2021</b>	Proposed End Date:	<b>04/30/2025</b>
AMENDMENT	Original Start Date:		Effective Date:	
	Previous End Date:		New End Date:	
GRANT	Project Start Date:		Grant Start Date:	
	Project End Date:		Grant End Date:	
Vendor/Provider/Grantee Name, City, State:		Roche Diagnostics Corporation 9115 Hague Road Indianapolis, IN 46250-0457		
Brief Description of Goods/Services/Grant:		Master agreement for laboratory instrument Roche MagNA Pure LC 24 and all consumable products/services needed to maintain the equipment for CLIA purposes		

### PART II: JUSTIFICATION FOR VENDOR SELECTION

Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)

	A. Competitive Process		G. Grant
	B. Amendment		H. State Statute/Agency Directed
	C. Single Source/Unique Vendor		I. Federal Agency Directed
<b>X</b>	D. Proprietary/Copyright/Patents		J. Willing and Qualified
	E. Emergency		K. Client Choice
	F. University Cooperative Project		L. Other Authorization COVID-19

### PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

- 1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.**

## State of Maine Procurement Justification Form

### PART III: SUPPLEMENTAL INFORMATION

This four-year master agreement (MA) is for the Roche MagNa Pure 24, Serial# 1708, DNA/RNA extraction instrument. The four-year agreement is needed due to a contract signed between Roche and the State of Maine, titled, ROCHE DIAGNOSTICS CORPORATION Product Schedule, Agreement ID: 1000136 . Also, the ROCHE DIAGNOSTICS CORPORATION Product Schedule, noted the service is for 48 months after the 1-year warranty. This makes the master agreement needing to be for 60 months. Please see attachments. This agreement was the only way HETL could secure the purchase of the MagNaPure LC 24, which is required for HETL to replace our Roche 2.0 that will be obsolete in June 2021. This MA is for the purchase a service agreement that ensures that the Roche MagNA Pure LC 24 is in good working order, provides a yearly preventative maintenance visit, and immediate service should the instrument be rendered inoperable. This agreement also includes all reagents and commodities the equipment needs to perform all test procedures. The MagNA Pure LC 24 is new equipment purchased by HETL in 2020, and now requires a Master Agreement in order to complete the training needed for the final install and to move forward on the purchase of commodities and reagents for the new equipment.

The laboratory determined that these services are critical to the nature of the work regarding identification of pathogens of human interest, including Zika virus, Neisseria meningitidis, influenza A and B, novel strains of influenza, herpes, simplex virus, norovirus, and enterovirus. This work allows physicians and public health workers to make timely and crucial decisions for their patients with an unknown illness and to assist in outbreak detection and disease tracking.

#### 2. Provide a brief justification for the selected vendor to supplement the response in Part II.

Section 2.10 of the Roche Diagnostics Corporation Maine DOH-MD Product Schedule Contract states, Sole Source for MagNa Pure Products. Roche is the sole manufacturer and distributor for MagNA pure branded products in the U.S, including the MagNA Pure 96, MagNA Pure 24, and MagNA Pure LC 2.0 Instruments, Reagents, Consumables, and Accessories.

#### 3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

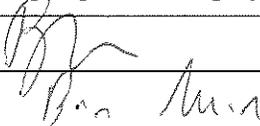
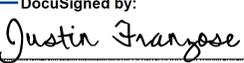
- a) The federal CDC/CLIA in many cases sets the rules and guidelines in the form of Standard Operating Procedures. In order to provide diagnostic testing to the State of Maine HETL must follow the guidelines instituted by the federal CDC/CLIA.
- b) HETL has asked manufacturers for discounts due to its status as a nonprofit, governmental organization (public health laboratory).
- c) Provides free preventative maintenance for the life of the agreement.

#### 4. Describe the plan for future competition for the goods or services.

The department does not intend to RFP this service at this time.

### PART IV: APPROVALS

## State of Maine Procurement Justification Form

<b>Signature of requesting Department's Commissioner (or designee):</b>	<i>By signing below, I signify that I approve of this procurement request.</i>		
			
<b>Printed Name:</b>	<i>Dan Munn</i>	<b>Date:</b>	<i>6/4/21</i>
<b>Signature of DAFS Procurement Official:</b>	<small>DocuSigned by:</small> 		
	<b>Printed Name:</b>	<small>AEE09C7B3A8044E...</small> Justin Franzose	<b>Date:</b>