

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B8400325

PRINT DATE: 06/27/18

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

GEN-PROBE
10210 GENTIC CTR DR

SAN DIEGO, CA
(800)523-5001

92121-4362

REFER QUESTIONS TO:

IRIS LESTER BELL
(410)767-4612
IRIS.LESTER@MARYLAND.GOV

ITB: 001IT820745

EXPR DATE: 01/26/21
POST DATE: 01/24/18

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 814,319.40

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

AGENCY CONTRACT
FOR
FDA CLEARED REAGENTS (KITS)

CONTRACT TERM: 01/26/2018 THROUGH 12/26/2021 (3 YEARS)

THIS CONTRACT CAN BE RENEWED UNILATERALLY FOR TWO (2), ONE (1) YEAR RENEWAL OPTIONS AT THE SAME PRICE, TERMS AND CONDITIONS.

VENDOR CONTACT: OLLIE GIRARD 1(858) 204-9025
EMAIL ADDRESS: OLIVIER.GIRARD@HOLOGIC.COM

THE PURPOSE OF THIS CONTRACT IS TO OBTAIN A SOURCE OF SUPPLY OF FDA CLEARED REAGENTS/CONTROLS/CONSUMABLES USED FOR A FULLY AUTOMATED CHEMILUMINESCENT ANALYZER AT A FIRM FIXED PRICE FOR THE TERM OF THE CONTRACT.

THE CONTRACTOR MUST BE ABLE TO PROVIDE A SINGLE ANALYZER THAT POSSESS RANDOM ACCESS CAPABILITIES FOR ALL THE INFECTIOUS DISEASES LISTED:

- THE CONTRACT MUST INCLUDE ROUTINE PREVENTATIVE MAINTENANCE
- NON-ROUTINE SERVICE REQUEST RESPONSE WITHIN 24 HOURS
- TECHNICAL SUPPORT AVAILABILITY BY TELEPHONE OR ONLINE
- INFORMATION TECHNOLOGY SUPPORT FOR STARLIMS INTERFACE

LISTED: THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS FOR COMMOTIITIES OVER \$25,000.00.

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PAGE: 02

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0001	19336-000000	EA	1,893.7500	
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LABORATORY SUPPLIES

KIT, AC2 250 TEST (PANTHER)
CAT.#303094

NUCLEIC ACID AMPLIFICATION TEST, FOR BOTH SYMPTOMATIC AND
ASYMPTOMATIC PATIENTS

0002	19336-000000	EA	4,545.0000	
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LABORATORY SUPPLIES

KIT, APTIMA HCV QUANT ASSAY
CAT.#PRD-03705

REAL-TIME TRANSCRIPTION MEDICATED AMPLIFICATION TEST FOR THE PURPOSE
OF CONFIRMING HEPATITUS C VIRAL RNA IN PATIENT SERUM AND PLASMA

0003	19336-000000	EA	63.1300	
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LABORATORY SUPPLIES

KIT, APTIMA COMBO 2 URINE SPECIMEN COLLECTION
CAT.#301040

0004	19336-000000	EA	63.1300	
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LABORATORY SUPPLIES

KIT, APTIMA COMBO 2 SWAB SPECIMEN COLLECTION (UNISEX)
CAT.#301041

0005	19336-000000	EA	63.1300	
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LABORATORY SUPPLIES

COLLECTION KIT, APTIMA MULTITEST SWAB SPECIMEN
CAT.#PRD-03546

END OF ITEM LIST

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PAGE: 03

TERMS (cont'd):

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER (BASIS FOR AWARD).

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

C O N T R A C T

AVAILABLE TO: DESIGNATED AGENCY ONLY (X)
ALL STATE OF MARYLAND AGENCIES (
STATE AGENCIES AND POLITICAL SUBDIVISIONS ()

AFTER AWARD OF THE CONTRACT, THE CONTRACT SHALL BE ADMINISTERED, WHOLLY OR IN PART (AS DETERMINED BY THE STATE OF MARYLAND), USING EMARYLAND MARKETPLACE, THE STATE OF MARYLAND'S INTERNET-BASED PROCUREMENT SYSTEM. THE CONTRACTOR SHALL, AS REQUIRED BY THE STATE:

1. ENTER INTO A CONTRACTUAL AGREEMENT WITH THE STATE OF MARYLAND'S CONTRACT PROVIDER OF EMARYLAND MARKETPLACE FOR THE PAYMENT OF A 1% TRANSACTION FEE NOT TO EXCEED \$500 FOR EACH PURCHASE ORDER GENERATED IN THE SYSTEM.
2. ACCEPT AND PROCESS ORDERS, BILLINGS, PAYMENTS AND OTHER TRANSACTIONS USING EMARYLAND MARKETPLACE THROUGH THE USE OF CREDIT PURCHASING CARD, ELECTRONIC CARD, ETC. AS THE PREFERRED PAYMENT INSTRUMENTS FROM STATE AND LOCAL GOVERNMENTAL AGENCIES AUTHORIZED TO USE THIS CONTRACT AND ACCEPT PAYMENT BY INVOICE WHERE THE PAYMENT AMOUNT EXCEEDS THE CREDIT LIMIT IF OR NO OTHER MEANS PAYMENT IS AVAILABLE;
3. INTERACT AND INTERFACE WITH EMARYLAND MARKETPLACE, THE PROCUREMENT OFFICER, AND CONTRACTORS PROVIDING EMARYLAND MARKETPLACE TO THE STATE; AND
4. COMPLY WITH ALL STATE PROCEDURES AND REQUIREMENTS RESPECTING EMARYLAND MARKETPLACE.

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PAGE: 04

TERMS (cont'd):

THE VENDOR/CONTRACTOR HAS TEN (10) CALENDAR DAYS FROM THE DATE OF THE AWARD TO INITIATE THE PROCESS OF PUTTING THEIR ONLINE ECATALOG OF CONTRACT ITEMS ON THE EMARYLAND MARKETPLACE. FAILURE BY THE VENDOR/CONTRACTOR TO DO SO, INCORPORATIONG THE TERMS AS LISTED ABOVE AND OTHERWISE COMPLYING WITH THE CONTRACT, WILL BE CAUSE TO REASSESS THE CONTRACT WITH THE VENDOR/CONTRACTOR AND MAY RESULT IN DEFAULT OF THE CONTRACT AND/OR BREACH OF THE CONTRACT, AND COULD RESULT IN TERMINATION OF THE CONTRACT FOR DEFAULT.

ALL COSTS AND EXPENSES OF COMPLYING WITH THIS PROVISION SHALL BE BORNE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE STATE.

FOR ADDITIONAL INFORMATION CONCERNING EMARYLAND MARKETPLACE, PLEASE CONTACT LISA MCDONALD AT (410)767-4084 OR LISA.MCDONALD@MARYLAND.GOV

***** LAST PAGE *****

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE