

CONTRACT #2
RFS # 343.01-9383
Edison # Pending

Health

VENDOR:
Qiagen, Inc.



STATE OF TENNESSEE
DEPARTMENT OF HEALTH

JOHN J. DREYZEHNER, MD, MPH
COMMISSIONER

BILL HASLAM
GOVERNOR

March 29, 2016

Mark White, Chairman
Fiscal Review Committee
Rachel Jackson Building, 8th Floor
320 Sixth Avenue North
Nashville, TN 37243

and

Mr. Mike Perry, Chief Procurement Officer
Department of General Services
Procurement Office
Tennessee Tower, 3rd Floor
Nashville, TN 37243

Dear Chairman White and CPO Perry:

The Department of Health, Laboratory Services is requesting sole source approval to establish a multi-year, three (3) year contract for the purchase of reagent kits and supplies for laboratory testing. The bulk cost of the contract (\$663,391) will be used for Quantiferon TB Gold testing of clinical samples. This test is a blood-based test for the detection of tuberculosis infection and is replacing the traditional TB skin test. Laboratory Services performs Quantiferon testing for all 95 county Health Departments and 7 Regional Offices in the State. They are also performing the Department of Corrections testing on new intake prisoners at Bledsoe County Correctional Complex and the Tennessee Prison for Women. In addition to the supplies and reagents for Quantiferon TB Gold testing, this contract will cover other reagents and supplies needed for Polymerase Chain Reaction (PCR) testing for Plasmodium species, biothreat agents, enteric organisms, and viral agents such as Norovirus, Zika, and Chikungunya.

The ability to identify these infectious diseases is critical to maintaining public health and rapid identification of outbreaks of these communicable diseases. This can only be accomplished by using validated procedures and test reagents. The Quantiferon TB Gold test is the only FDA approved test that provides the transport time required to collect and transport specimens from all 95 counties to the Nashville laboratory and meet the testing workflow of the laboratory. The other procedures used in the laboratory that utilize Qiagen reagents are developed by CDC and the state laboratory. These were developed and validated using Qiagen reagents. Federal and state regulations require that the test protocols be validated prior to implementation and must be validated with appropriate reagents that do not change. This contract is needed to assure consistent reagents for these validated procedures. If other reagents are substituted, the laboratory must revalidate the procedure. This is time consuming, delays the ability to provide continuance of testing, and result is increased costs. The total cost of a three (3) year contract will be \$717,744.36.

We appreciate your approval to proceed with this contract and thank you for your consideration.

Sincerely,

John J. Dreyzehner, MD, MPH, FACOEM
Commissioner

5th Floor, Andrew Johnson Tower
710 James Robertson Parkway * Nashville, TN 37243
(615) 741-3111 * www.tn.gov/health

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Jim Gibson	*Contact Phone:	615-262-6303		
*Presenter's name(s):	Jim Gibson				
Edison Contract Number: <i>(if applicable)</i>		RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	07/01/16	*Current or Proposed End Date:	06/30/19		
Current Request Amendment Number: <i>(if applicable)</i>					
Proposed Amendment Effective Date: <i>(if applicable)</i>					
*Department Submitting:	Department of Health				
*Division:	Laboratory Services				
*Date Submitted:	03/04/16				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Qiagen				
*Current or Proposed Maximum Liability:	\$717,744.36				
*Estimated Total Spend for Commodities:	\$717,744.36				
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:17	FY:18	FY:19	FY:	FY	FY
\$239,248.12	\$239,248.12	\$239,248.12		\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	50%	Federal:	50%
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Sole source	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$717,744.36, quotation from vendor	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		None	

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED		APPROVED	
CHIEF PROCUREMENT OFFICER	DATE	COMPTROLLER OF THE TREASURY	DATE

Request Tracking #	34308-HL00017404
1. Contracting Agency	Department of Health, Division of Laboratory Services
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Paula Gibbs 630 Hart Lane Nashville, TN 37243 615-262-6364
4. Brief Goods or Services Caption	Request contract with Qiagen for purchase of kits and reagents for clinical testing.
5. Description of the Goods or Services to be Acquired	Laboratory Services utilizes several different products manufactured by Qiagen for clinical testing. A variety of different products are consumed in multiple sections of the laboratory. These products include Polymerase Chain Reaction extraction kits, Master Mix Reagents, Quantiferon In-Tube Gold EIA reagents, tubes, plates and various other consumables.
6. Proposed Contractor	QIAGEN, Inc

Request Tracking #	34308-HL00017404
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	QIAGEN, Inc. 19300 Germantown Road Germantown, MD 20874
8. Proposed Contract Period – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	60 months
9. Office for Information Resources Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 717,744.36
14. Was there an initial government estimate? If so, what amount?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, \$717,744.36
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Vendor Quote
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	Vendor is sole source for this product. Price comparison with other vendors cannot be done. Price supplied by the vendor.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Discussions via email.
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	The Tennessee Division of Laboratory Services in Nashville utilizes Qiagen products in testing for tuberculosis by Quantiferon –Gold, Malaria PCR, Enteric organisms and Biothreat organisms. These reagents are needed on contract to expedite the ordering process to ensure timely results of patient specimens.

Request Tracking #	34308-HL00017404
19. Proposed contract impact on current State operations	Rapid identification of bacterial, viral and parasitic organisms ensures that patients are appropriately treated in the timeliest manner. Proper treatment can interrupt transmission of the disease or prevent unnecessary treatments. Capability of in house testing decreases turn-around-time for testing results and provides better service to the citizens of the State of Tennessee.
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	In the last few years, Laboratory Services has added Quantiferon Gold to the testing platform at the request of the Tuberculosis Elimination Program. While this test originally was a low volume test that required reagents on a limited basis, testing volumes have grown significantly and now require a contract in order to maintain testing abilities. Testing of Quantiferon has neared 1000 tests per month. Because the laboratory also uses other products from Qiagen besides the Quantiferon reagents, it is in the best interest of the laboratory and the State to establish a contract for these reagents and supplies. The Quantiferon TB gold test is the only FDA approved test that provides the transport time required to collect and transport specimens from all 95 counties to the Nashville laboratory and meet the testing workflow of the laboratory. The other procedures in the laboratory that utilize Qiagen reagents were developed by CDC and the state laboratory. These were developed and validated using Qiagen reagents and supplies. Federal and state regulations required the test protocols be validated prior to implementation and must be validated with appropriate reagents that do not change. This contract is needed to assure consistent reagents and supplies to meet the validated procedures.
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES

Request Tracking #	34308-HL00017404
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	TB program personnel and CEDEP requests capability of testing at the Nashville laboratory to expedite patient diagnosis, contact investigation and treatment
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	The State has used Qiagen products for several years and has not encountered issues with goods or services provided. Founded in 1984, Qiagen serves life science research and clinical diagnostics customers worldwide through its global network of operations.
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: One time purchases Name/Address: Qiagen, Inc 19300 Germantown Road Germantown MD 20874
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	Sole Source Vender
Signature Required for all Special Contract Requests	
Agency Head Signature and Date – MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances	
Signature:	Date:
	
	



Terms and Conditions

Event Number: **34301-9383**

Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. **IMPORTANT:** By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal:
<https://supplier.edison.tn.gov>.
9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.
11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.
12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office.

13. The inclusion in any response of a limitation of remedies or liabilities clause may be cause for rejection, unless otherwise specified in this solicitation or in accordance with the provisions of *Tennessee Code Annotated* § 12-3-701 or Central Procurement Office Rules, policies or procedures.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. § 4-56-103, any actual proposer may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows: http://tn.gov/generalserv/cpo/for_bidders.html

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services, Central Procurement Office
Attn: Bidder Services
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Central Procurement Office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Central Procurement Office may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds,

or any other reason approved by the Procurement Commission. The Procurement Commission has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository:MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdsearch.com>.

29. Conflict of Interest: The State may not consider a solicitation response from an individual who is, or within the past six (6) months has been, a state employee. For purposes of this solicitation, an individual shall be considered to be a "state employee" and prohibited from submitting a response to this solicitation

for six (6) months after such time as all compensation for salary, termination pay, and annual leave has been paid to such state employee. A contract with or a solicitation response from a company, corporation, or any other contracting entity in which a controlling interest is held by a state employee shall be considered to be a contract with or a solicitation response from a state employee as though the state employee were submitting a response or entering a contract on his or her behalf. Notwithstanding the foregoing, a contract with or a solicitation response from a company, corporation, or any other contracting entity that employs an individual who does not own a controlling interest in such entity and who is, or within the past six months has been, a state employee shall not be considered a contract with or a solicitation response from a state employee and shall not constitute a prohibited conflict of interest.

30. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

31. **State and Federal Compliance:** The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

32. **Professional Licensure and Department of Revenue Registration:** All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this solicitation, shall be properly licensed to render such opinions. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

33. **Prohibition of Illegal Immigrants:** The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the

performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.
Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Central Procurement Office.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at http://tn.gov/generalserv/cpo/for_bidders.html

34. Modifications and Amendments: This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

35. Records: The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

36. Monitoring: The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

37. HIPAA Compliance: The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

Special Terms and Conditions

1. F.O.B. Destination (Agency Term Contract)

F.O.B. Point:

Agency Name: Tennessee Department of Health

Address: Varies by Purchase Order

2. Term of Contract, ATC, Multi-Year

Start Date: July 01, 2016

End Date: June 30, 2019

The anticipated effective (start) date and expiration (end) date of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the state, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

It is understood and agreed that the state reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms, conditions and pricing.

3. Volume, Term Contract

The total purchase of any individual item on the contract is not known. The Central Procurement Office has attempted to give an accurate estimate of purchases for each line item from the current contract period and projected estimates for the new contract period. The Central Procurement Office does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Estimated Funding New Contract Period \$ 717,744.36 (\$239,248.12 annually)

The vendor/contractor will only be paid for services rendered hereunder pursuant to purchase order releases issued to contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to contractor and does not guarantee payment of any such funds to the vendor/ contractor per year under this contract and the state may not request any product or service at all from contractor during any one year period.

4. Bids Requested on Standard State Specifications for Products and/or Services

Unit price bids are requested on products or services that equal or exceed (unless specifications limit the dimensions or brand(s)/model(s) of products to be bid). The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Bidders must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement.

Bids requested on architect/engineer/designer specifications, if applicable. Bids are requested per architect/ engineer/designer's specification attached. Bids are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to

submission of a bid. Submission of a bid shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to architect/engineer/designer prior to fabrication and/or installation.

5. Substitution

Substitution of one or more goods, brands or manufacturers after the contract is awarded is expressly prohibited unless approved in writing by the State. The State may, at its discretion, require the contractor to provide one or more substitute goods of equal quality, subject to the approval by the State, for the same price and on the same delivery terms, if one or more goods for which the contract was awarded becomes unavailable to the contractor.

6. Debarment and Suspension

The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

7. Bid Offer Expiration

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

8. Delivery Time (Days)

All items must be delivered within approximately 30 days after receipt of a purchase order (ARO).

9. Freight F.O.B. State Agency (Dock)

All quotations shall be F.O.B. destination. The term F.O.B. shall mean delivered and unloaded onto the receiving dock of the agency listed, with all charges for transportation and unloading prepaid by the vendor/contractor.

10. Fixed Bid Price for Contract Period (No Price Increase Allowed)

Bid prices must be fixed for the term of the contract, except the state shall be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor must provide written price reduction information within ten (10) days of its effective date.

11. Bidder's Qualification

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Central Procurement Office, reserves the right to make the final determination as to a bidder's ability to perform.

12. Inspection/Facilities

The Central Procurement Office may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

13. Inspection of Materials, Equipment and Products

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

14. Department of Revenue Registration

The contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

15. Bid Rejection

The Central Procurement Office reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

16. Single Award

A single contract for all line items will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Prices shall be calculated as follows: The bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. If more than one line item is included in the bid document, each line item total shall be added together for a total price for all line items bid. The bidder must bid all line items to be considered for an award.

17. Award Criteria

An award shall be made to the lowest responsive and responsible bidder considering the following:

- Ability to Perform
- Conformity to Specifications
- Lowest Composite Score

18. State Contract Administrator

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Central Procurement Office
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Attn: Karen Olive
Phone: 615-253-5686

19. Negotiations

The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.

20. Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without obtaining the prior written approval of the Central Procurement Office. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work provided.

21. Purchase Order Releases (Agency Term Contract)

Orders for products or services that are included on agency term contracts shall be prepared by agencies on Departmental Purchase Release Orders and forwarded to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

22. Contract Cancellation

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

23. Subcontracting: Responsibilities and Liabilities, Bond Required if Subcontracting

Based on Tennessee Code Annotated 12-4-201, the vendor/contractor shall not enter into any subcontract for services, prior to or following award, without the written consent of the Central Procurement Office. It is also understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office. The awarded vendor/contractor is responsible for work, service, performance, injuries of employees and payment to the subcontractor.

The subcontractor shall be required to register with Central Procurement Office and provide proof of insurance in accordance with the insurance term and condition, if insurance is required.

All anticipated or actual costs incurred for subcontracting must be included in the bid price per line item. The vendor/contractor can only invoice for actual bid prices per line item; regardless of how much it has agreed to pay the subcontractor.

The successful bidder(s) will be required to furnish a Labor and Material Surety Bond issued by a surety company licensed to do business in the State of Tennessee in the amount of twenty-five (25) % of the total contract amount. The Labor and Material Surety Bond shall be issued by a surety company licensed to do business in the State of Tennessee or an Irrevocable Letter of Credit from a state or national bank or state or federal savings and loan association having its principal office in Tennessee; or any state or national bank or state or federal savings and loan association that has its principal office outside this state and that maintains one (1) or more branches in this state which are authorized to accept federally insured deposits may be accepted by the Central Procurement Office in lieu of a performance bond. The terms and conditions of any letter of credit shall be subject to the approval of the public official named in the contract. The form of such letter of credit shall be provided by the bank or savings and loan association and may be based on either the uniform commercial code, Tennessee Code Annotated, Title 47, Chapter 5, or the ICC Uniform Customs and Practice for Documentary Credits (UPC 500). All letters of credit shall be accompanied by an authorization of the contractor to deliver retained funds to the bank issuing the letter.

The Labor and Material Surety Bond or Irrevocable Letter of Credit shall be furnished to the Central Procurement Office within ten (10) business days after the request. The Labor and Material Surety Bond or Irrevocable Letter of Credit will insure that the contractor will pay for all labor and materials used by the contractor, or any immediate or remote subcontractor under the contractor, in such contract, in lawful money of the United States.

In the event that the Bidder does not indicate that they would be subcontracting and therefore no bond was received, the state reserves the right to request a Labor and Material Surety Bond from the vendor/contractor in the event that a subcontractor submits a claim against the vendor/contractor's surety bond to the Central Procurement Office due to non-payment. If requested, the vendor/contractor will be required to submit a Labor and Material Surety Bond in the amount specified in the request letter within ten (10) business days.

24. Specifications Govern Over Brand Names Listed

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

STATE OF TENNESSEE

DEPARTMENT OF GENERAL SERVICES

CENTRAL PROCUREMENT OFFICE

INVITATION TO BID

EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION

The Governor's Office of Diversity Business Enterprise (Go-DBE) is the state's central point of contact to attract and assist minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)

Businesses that are a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)

"Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)

"Tennessee small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis".

For additional program eligibility information visit,
http://www.tn.gov/businessopp/program_elig.html.

INVITATION TO BID INSTRUCTIONS

As part of this Invitation to Bid, the Respondent should complete the Diversity Utilization Plan, which begins on the following page. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tn.gov/businessopp/regdivcomp.html> or by calling Go-DBE toll free at 866-894-5026.

**RESPONDENT'S
DIVERSITY UTILAZATION PLAN**

Respondent's Company Name:		
Solicitation Event Name:	Event Number:	
Respondent's Contact Name:	Phone: ()	Email:
Does the Respondent qualify as the diversity business enterprise? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which designation does the Respondent qualify? <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVBE <input type="checkbox"/> SBE Certifying Agency:		

Estimated level of participation by diversity businesses if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	Percent of Contract	Estimated Amount	MBE/ WBE/ SDVBE/ SBE Designation	Currently Certified (Yes or No)
Business Name: Contact Name: Contact Phone:				
Business Name: Contact Name: Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office. We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____ Date: _____
 Printed Name and Title of Respondent Signatory (above) _____



QIAamp™ DNA Blood Mini Kit Sole Vendor Justification

QIAamp™ DNA Blood Mini kit is a general purpose kit that provides rapid and efficient purification of high quality genomic, mitochondrial or viral DNA from a wide variety of sources for direct use in PCR or Southern blotting. DNA can be isolated from human blood, body fluids, and swabs (buccal, nasal, pharyngeal, eye and others). QIAamp spin columns represent a technology for genomic DNA preparation that combines the selective binding properties of a silica-gel based membrane with the speed and convenience of microspin technology.

QIAamp purified DNA is compatible with all downstream applications including, PCR, TaqMan analysis, Southern, dot and slot blotting for use in viral and bacterial diagnostics, HLA typing, Paternity testing (RFLP analysis), genetic testing, forensic analysis and cancer research.

Key Features of the QIAamp DNA Blood Mini Kit:

- **Fast** – DNA isolation in 20 minutes in a PCR ready format
- **Reliable** – Complete removal of impurities and enzyme inhibitors
- **Convenient** – No mechanical homogenization, organic extraction or lengthy alcohol precipitation
- **Efficient** – High recovery of DNA from a wide range of samples with average molecular weight of 50 kb ideal for PCR amplification

QIAGEN is the sole manufacturer and supplier of the QIAamp DNA Blood Mini kits worldwide.

List price for 250 preparations in USD for 2011 is \$553.

The individual components of the kit are listed below.

QIAamp DNA Blood Mini Kit

Buffer AL (Lysis Buffer)	54 ml
Buffer AW1 (Wash Buffer)	95 ml
Buffer AW2 (Wash Buffer)	66 ml
Buffer AE (Elution)	60 ml
QIAamp Spin Columns	250
QIAGEN Protease	1 vial
Protease Solvent	5.5 ml
Collection Tubes (2.0 ml)	750
Handbook	1
Number of Preparations	250

For Research Use Only. Not for Use in Diagnostic Procedures.

For up-to-date licensing information and product-specific disclaimers, see the respective QIAGEN kit handbook or user manual. QIAGEN kit handbooks and user manuals are available at www.qiagen.com or can be requested from QIAGEN Technical Services or your local distributor.

Sole Source Justifications for DyeEx 2.0 Spin Kits



Catalog Nos.:	63204	63206
DyeEx™ 2.0 Spin Columns	50	250
Collection Tubes (2 ml)	50	250

- Removal of unincorporated dye terminators from 1-24 sequencing reactions
- Fast procedure with only two short centrifugation steps
- Ready-to-use prehydrated gel-filtration material
- Efficient removal of any dye terminator
- 96-well plate format is also available (Cat. No's. 63181 and 63183)

QIAGEN Inc.
27220 Turnberry Lane
Valencia, CA
91355-1005
Telephone 661-702-3000
Toll Free 800-476-8157
Telefax 800-476-2056

Principle

The DyeEx procedure uses gel filtration to quickly and efficiently remove unincorporated terminators from sequencing reactions. Removal of dye terminators is important to prevent the unincorporated dye terminators from interfering with analysis of sequencing results. The DyeEx gel-filtration material consists of spheres with uniform pores and separates molecules according to molecular weight. When sequencing reaction mixtures are applied to DyeEx columns, dye terminators diffuse into the pores and are retained in the gel-filtration material, while labeled DNA fragments are excluded and recovered in the flow-through (see figure "DyeEx separation principle").

Procedure

Dye-terminator removal with DyeEx Kits is fast because the procedure is simple. A quick centrifugation step removes storage buffer from the columns, the sequencing samples are loaded, and a second centrifugation step removes unincorporated dye terminators. Samples are then ready for direct loading onto a capillary sequencer, or can be dried, re-dissolved, and loaded onto a sequencing gel.

Specifications

- For removal of unincorporated dye terminators from 1-24 sequencing reactions
- Fast procedure with only two short centrifugation steps
- Ready-to-use prehydrated gel-filtration material
- Efficient removal of any dye terminator
- Format: Spin columns
- Equipment required: Microcentrifuge
- Maximum sample volume: 20 µl
- BigDye (including BigDye Terminators v. 3.0): YES
- dRhodamine dye: YES
- Rhodamine dye: YES
- DYEnamic ET: YES
- WellRED dye: YES
- DNA sequencers: ABI PRISM® 377, 373, 310, 3100, 3700, MegaBACE 1000, CEQ 2000
- We recommend the DyeEx 96 Kit using the optimized protocol for the ABI PRISM 3700 sequencer and CEQ 2000.

QIAGEN Inc. is the sole distributor of all QIAGEN products in the US and Canada. QIAGEN also offers the following superior services:

- On-line order system
- Toll-free Tech Support and Customer Care lines with convenient hours of operation
- Extensive website providing information 24/7
- On-site stocking program – QIAcabinet
- QIAGEN products are "Satisfaction Guaranteed"
- Worldwide distribution network and support

For up-to-date licensing information and product-specific disclaimers, see the respective QIAGEN kit handbook or user manual. QIAGEN kit handbooks and user manuals are available at www.qiagen.com or can be requested from QIAGEN Technical Services or your local distributor.



QuantIFERON®-TB Gold In-Tube test Sole Source Justification

QuantIFERON® technology is a unique approach to disease detection and monitoring - a patented whole blood method for detecting cell mediated immune responses.

QuantIFERON®-TB Gold In-Tube (QFT®) is an in vitro diagnostic test using a peptide cocktail simulating ESAT-6, CFP-10 and TB7.7 proteins to stimulate cells in heparinized whole blood. Detection of interferon-gamma by ELISA is used to identify in vitro responses to these peptide antigens that are associated with Mycobacterium tuberculosis infection.

The QuantIFERON®-TB Gold In-Tube test was developed after extensive pre-clinical and clinical testing within the U.S. and elsewhere, and was approved by the FDA on October 10, 2007 for diagnosis of tuberculosis infection.

Cellestis Limited (Melbourne, Australia) has exclusive rights to the patented QuantIFERON® technology and licenses for exclusive use of tuberculosis specific antigens: ESAT-6, CFP-10 and TB7.7(p4) in the QuantIFERON®-TB Gold In-Tube test, under US Patent no. 5955077, 6290969, and 6291190 respectively.

Cellestis Inc. is the legal manufacturer of QuantIFERON® products, and is a wholly owned subsidiary of Cellestis Limited. Cellestis was acquired by QIAGEN in August 2011, and Cellestis is now a QIAGEN company. As such, QIAGEN Inc. has been assigned the rights of sole source supplier of the QuantIFERON®-TB Gold In-Tube test and other QuantIFERON® products to commercial customers in the United States (with the exception of Puerto Rico, the U.S. Virgin Islands and GSA), effective December 1, 2012.

FDA approval notes that QFT® is an indirect test for M. tuberculosis infection (including disease) and is intended for use in conjunction with risk assessment, radiography and other medical and diagnostic evaluations. For up-to-date licensing information and product-specific disclaimers please refer to the package insert, available at www.QuantiFERON.com or on request from QIAGEN Technical Services.

Cellestis, a QIAGEN company

QIAGEN Inc.
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Gaithersburg □ MD 20878

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2800 Argentia Road
Unit 7
Mississauga □ Ontario L5N 8L

www.QuantiFERON.com

US Orders	800-426-8157	CAD Orders	800-572-9613
Fax	800-718-2056	Fax	800-718-2056
Technical	800-426-8157	Technical	800-426-8157

www.qiagen.com



QIAamp® DSP Viral RNA Mini Kit Sole Source Justification

The QIAamp® DSP Viral RNA Mini Kit provides the method to purify viral RNA for reliable use in amplification technologies. Viral RNA can be purified from plasma (treated with anticoagulants other than heparin), serum, and other cell-free body fluids.

The QIAamp® DSP Viral RNA Mini Kit represents a well-established technology for viral RNA preparation. The kit combines the selective binding properties of a silica gel-based membrane with the speed of spin or vacuum technology and is suited for simultaneous processing of multiple samples. QIAamp® DSP Viral RNA spin protocols can be fully automated on the QIAcube®. The special QIAamp® membrane provides high recovery of pure, intact RNA in twenty minutes without the use of phenol/chloroform extraction or alcohol precipitation.

QIAamp DSP Viral RNA Mini Kit	(50)
Catalog no.	61904
Number of preps ‡	50
QIAamp Mini Spin Columns with Wash Tubes	50
Elution Tubes (1.5 ml)	50
Lysis Tubes (2 ml)	50
Wash Tubes (1.5 ml)	50
Buffer AVL*	31 ml
Buffer AW1* (concentrate)	19 ml
Buffer AW2† (concentrate)	13 ml
Buffer AVE	3 x 2 ml
Carrier RNA (poly A)	310 µg
Handbook	1

* Contains chaotropic salt.

† Contains sodium azide as a preservative

‡ If automating the QIAamp DSP Viral RNA Mini Kit on the QIAcube instrument, the instrument may process fewer than 50 samples due to dead volumes, evaporation, and additional reagent consumption by automated pipetting. QIAGEN only guarantees 50 sample preps with manual use of the QIAamp DSP Viral RNA Mini Kit.

The QIAamp DSP Viral RNA Mini Kit is intended for in vitro diagnostic use. Not available in all countries. For up-to-date licensing information and product-specific disclaimers, see the respective QIAGEN kit handbook or user manual. QIAGEN kit handbooks and user manuals are available at www.qiagen.com or can be requested from QIAGEN Technical Services or your local distributor.

Most nucleic acid purification techniques that use silica in combination with chaotropic salts such as guanidine hydrochloride are covered by US Patent 5,234,809 and equivalents in other countries. QIAGEN has a worldwide license to use this technology alone or in combination with other QIAGEN technologies. This license is valid for all fields including research and molecular diagnostics. QIAGEN therefore offers all users of silica-based QIAGEN technologies Guaranteed Freedom of Operation.

QIAGEN Inc.

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(800-362-7737)
www.qiagen.com

CAD Orders 800-572-9613
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(800-362-7737)
www.qiagen.com

QIAGEN is the sole manufacturer and supplier of the QIAamp® DSP Viral RNA Mini Kit worldwide.



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(800-362-7737)
www.qiagen.com



HotStarTaq® products Sole Source Justification

We hereby certify that HotStarTaq® DNA Polymerase (cat. nos. 203203, 203205, 203207, and 203209) and HotStarTaq Master Mix Kit (cat. nos. 203443, 203445, and 203446) are solely produced by QIAGEN GmbH. The respective products are solely distributed by QIAGEN subsidiaries and official QIAGEN distributors.

Advantages:

- Minimal optimization requirements
- High PCR specificity
- Easy handling and room-temperature setup
- Convenient master mix format available
- Q-Solution® for amplification of GC-rich templates

HotStarTaq DNA Polymerase

HotStarTaq DNA Polymerase is a modified form of the recombinant 94 kDa *Taq* DNA Polymerase from QIAGEN. HotStarTaq DNA Polymerase is provided in an inactive state with no polymerase activity at ambient temperatures. This prevents the formation of misprimed products and primer-dimers at low temperatures. HotStarTaq DNA Polymerase is activated by a 15-minute, 95°C incubation step, which can easily be incorporated into existing thermal cycling programs. HotStarTaq DNA Polymerase provides high PCR specificity and often increases the yield of the specific PCR product. PCR setup is quick and convenient as all reaction components can be combined at room temperature.

QIAGEN® PCR Buffer

Innovative QIAGEN PCR Buffer has been developed to save time and effort by reducing the need for PCR optimization. QIAGEN PCR Buffer contains both KCl and $(\text{NH}_4)_2\text{SO}_4$. This unique buffer facilitates the amplification of specific PCR products. During the annealing step of every PCR cycle, the buffer allows a high ratio of specific-to-nonspecific primer binding. Owing to a uniquely balanced combination of KCl and $(\text{NH}_4)_2\text{SO}_4$, the PCR buffer provides stringent primer-annealing conditions over a wider range of annealing temperatures and Mg^{2+} concentrations than conventional PCR buffers. Optimization of PCR by varying the annealing temperature or the Mg^{2+} concentration is dramatically reduced and often not required.

CoralLoad® PCR Buffer

CoralLoad PCR Buffer has all the advantages of QIAGEN PCR Buffer. In addition, it can also be used to directly load the PCR reaction onto an agarose gel — separate addition of a gel loading buffer is not required. CoralLoad PCR Buffer provides the same high PCR specificity and minimal reaction optimization as the conventional QIAGEN PCR Buffer. Additionally, it contains two marker dyes — an orange dye and a red dye — that facilitate estimation of DNA migration distance and optimization of agarose gel run time. The buffer ensures improved pipetting visibility and enables direct loading of PCR products onto a gel, for enhanced convenience.



HotStarTaq® products Sole Source Justification

Q-Solution

Q-Solution facilitates amplification of GC-rich templates or templates with a high degree of secondary structure by modifying the melting behavior of DNA. Use of this unique reagent often enables or improves suboptimal PCR. Unlike DMSO and other PCR additives, Q-Solution is used at a defined working concentration with any primer–template system and is not toxic.

Applications

HotStarTaq DNA Polymerase and HotStarTaq Master Mix Kit are suitable for a wide variety of applications, including challenging applications, such as amplification of:

- Complex genomic templates
- Complex cDNA templates (e.g., RT-PCR)
- Very low-copy targets (e.g., single-cell PCR)
- Reactions with multiple primer pairs

QIAGEN also offers the following superior services:

- Online order system
- Toll-free Tech Support line with convenient hours of operation
- Extensive website providing information 24/7
- On-site stocking program (QIAstock)
- Worldwide distribution network and support
- QIAGEN is the holder of Quality Management System certificates of the following standards: EN ISO 9001:2000

For up-to-date licensing information and product-specific disclaimers, see the respective QIAGEN kit handbook or user manual. QIAGEN kit handbooks and user manuals are available at www.qiagen.com or can be requested from QIAGEN Technical Services or your local distributor.

Trademarks: QIAGEN®, CoralLoad®, HotStarTaq®, Q-Solution® (QIAGEN Group).
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QIAamp® DSP DNA Blood Mini Kit Sole Source Justification

The QIAamp® DSP DNA Blood Mini Kit uses well-established technology to provide a fast and easy way to isolate and purify genomic DNA from 200 µl whole blood. The QIAamp® DSP DNA Blood Mini spin and vacuum procedures, which are designed for simultaneous processing of multiple blood samples, yield purified DNA ready for use. The procedures are suitable for use with fresh or frozen whole blood and blood which has been treated with citrate or EDTA. Some of the QIAamp® spin procedures can be automated on the QIAcube®. The procedures require neither phenol/chloroform extraction nor alcohol precipitation and require minimal interaction by the user, allowing safe handling of potentially infectious samples. The procedures are designed to minimize sample-to-sample cross-contamination. The purified DNA is ready for use in PCR or other applications, or alternatively, can be stored at -25°C to -15°C for later use.

QIAamp DSP DNA Blood Mini Kit	(50)
Catalog no.	61104
Number of preps ‡	50
QIAamp Mini Spin Columns with Wash Tubes	50
Elution Tubes (1.5 ml)	50
Lysis Tubes (2 ml)	50
Wash Tubes (1.5 ml)	3 x 50
VacConnectors	50
QIAGEN Protease	1 vial
Protease Solvent	2 ml
Buffer AL*	12 ml
Buffer AW1* (concentrate)	19 ml
Buffer AW2† (concentrate)	13 ml
Buffer AE†	25 ml
Handbook	1

* Contains guanidine hydrochloride. Not compatible with disinfectants containing bleach.

† Contains sodium azide as a preservative

‡ If automating the QIAamp DSP DNA Blood Mini Kit on the QIAcube instrument, the instrument may process fewer than 50 samples due to dead volumes, evaporation, and additional reagent consumption by automated pipetting. QIAGEN only guarantees 50 sample preps with manual use of the QIAamp DSP DNA Blood Mini Kit.

The QIAamp DSP DNA Blood Mini Kit is intended for in vitro diagnostic use. Not available in all countries. For up-to-date licensing information and product-specific disclaimers, see the respective QIAGEN kit handbook or user manual. QIAGEN kit handbooks and user manuals are available at www.qiagen.com or can be requested from QIAGEN Technical Services or your local distributor.

QIAGEN Inc

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www.qiagen.com

CAD Orders 800-572-9613
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Most nucleic acid purification techniques that use silica in combination with chaotropic salts such as guanidine hydrochloride are covered by US Patent 5,234,809 and equivalents in other countries. QIAGEN has a worldwide license to use this technology alone or in combination with other QIAGEN technologies. This license is valid for all fields including research and molecular diagnostics. QIAGEN therefore offers all users of silica-based QIAGEN technologies Guaranteed Freedom of Operation.

QIAGEN is the sole manufacturer and supplier of the QIAamp® DSP DNA Blood Mini Kit worldwide.

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QIAamp™ MinElute Virus Spin Kit Sole Vendor Justification

The QIAamp™ MinElute Virus Spin kit (50) (Cat. No. 57704) provides rapid and efficient purification of high quality viral nucleic acids from a wide variety of sources for direct use in PCR. Viral DNA and RNA can be isolated from plasma, serum, and other cell-free body fluids. Samples can be either fresh or frozen and thawed more than once. Viral nucleic acids are eluted in buffer AVE, ready for down stream assays such as PCR. Purified nucleic acids are free of proteins, nucleases and other impurities. Carrier RNA added during the isolation process allows efficient binding of low amounts of RNA to the column and isolation of Viral RNA from samples that have low titers such as Norovirus from stool. QIAamp spin columns represent a technology for nucleic acid preparation that combines the selective binding properties of a silica-gel based membrane with the speed and convenience of micro-spin technology.

Key Features of the QIAamp MinElute Virus Kit:

- Format and processing: Mini spin columns
- Sample sources: Fresh or frozen plasma, serum, and other cell-free body fluids
- Sample size: 200 µl
- Preparation time: < 1 hour
- Elution volume: 20-150 µl
- Reliable – Complete removal of impurities and enzyme inhibitors
- Convenient – No mechanical homogenization, organic extraction or lengthy alcohol precipitation

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QIAGEN is the sole manufacturer and supplier of the QIAamp MinElute Virus Spin kits worldwide. 2011 list price for 50 preparations in USD is \$227. The individual components of the kit are listed below.

QIAamp MinElute Virus Spin Kit	(50)
Catalog no.	57704
Number of preps	50
QIAamp MinElute Columns	50
Collection Tubes (2 ml)	200
Buffer AL	12 ml
Buffer AW1 (concentrate)	19 ml
Buffer AW2 (concentrate)	13 ml
Buffer AVE (tubes with purple caps)	5 x 2 ml
Protease Resuspension Buffer	6 ml
Carrier RNA (tubes with red caps)	310 µg
QIAGEN® Protease	1 vial

For Molecular Biology Use Only. Not for Use in Diagnostic Procedures.

For up-to-date licensing information and product-specific disclaimers, see the respective QIAGEN kit handbook or user manual. QIAGEN kit handbooks and user manuals are available at www.qiagen.com or can be requested from QIAGEN Technical Services or your local distributor.

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QIAamp® DNA Stool Mini Kit Sole Source Justification

The QIAamp® DNA Stool Mini Kit (50) (Cat. no. 51504) uses QIAamp MinElute spin columns for purification of high-quality DNA with flexible elution volumes. Purification of DNA using the QIAamp DNA Stool Mini Kit can be automated on the QIAcube. QIAGEN is the sole manufacturer and supplier of the QIAamp DNA Stool Mini kits worldwide.

The QIAamp DNA Stool Mini Kit provides silica-membrane based purification of up to 30 ug genomic, bacterial, viral and parasitic DNA from fresh or frozen human stool or other samples with high concentrations of PCR inhibitors. The combined action of InhibitEX®, a unique adsorption resin, and an optimized buffer leads to removal of PCR inhibitors. The convenient QIAamp spin-column procedure provides pure DNA in only 50 minutes. DNA purified using the QIAamp DNA Stool Mini Kit is sized up to 50 kb. DNA of this length denatures completely and has the highest amplification efficiency. Highly pure DNA is ready for direct use in downstream amplification reactions.

Most nucleic acid purification techniques that use silica in combination with chaotropic salts such as guanidine hydrochloride are covered by US Patent 5,234,809 and equivalents in other countries. QIAGEN has a worldwide license to use this technology alone or in combination with other QIAGEN technologies. This license is valid for all fields including research and molecular diagnostics. QIAGEN therefore offers all users of silica-based QIAGEN technologies Guaranteed Freedom of Operation.

QIAamp® DNA Stool Mini Kit	(50)
2011 List Price (USD)	\$186.00
Catalog no.	51504
Number of preps	50
QIAamp Mini Spin Columns	50
Collection Tubes (2 ml)	200
InhibitEX® tablets	50
Buffer ASL	140 ml
Buffer AL	33 ml
Buffer AW1 (concentrate)	19 ml
Buffer AW2 (concentrate)	13 ml
Buffer AE	12 ml
Proteinase K	1.4 ml

For Research Use Only. Not for Use in Diagnostic Procedures.

For up-to-date licensing information and product-specific disclaimers, see the respective QIAGEN kit handbook or user manual. QIAGEN kit handbooks and user manuals are available at www.qiagen.com or can be requested from QIAGEN Technical Services or your local distributor.

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QIAGEN TESTING KITS AND SUPPLIES
SPECIFICATIONS

- Line 1 - Proteinase K, 2 ml per tube, Qiagen 19131
- Line 2 - AL Buffer, 264 ml per bottle, Qiagen 19075
- Line 3 - Rnase A, 17500U per tube, Qiagen 19101
- Line 4 - Proteinase K, 10 ml per tube, Qiagen 19133
- Line 5 - QIAmp Blood Mini Kit, 50 tests per kit, Qiagen 51104
- Line 6 - QIAmp DNA stool mini kit, 50 tests per kit, Qiagen 51504
- Line 7 - QIAmp Mini Elute Virus Spin kit, 50 tests per kit, Qiagen 57704
- Line 8 - QIAmp DSP DNA Blood Mini kit, 50 tests per kit, Qiagen 61104
- Line 9 - QIAmp DSP Viral RNA Mini kit, 50 tests per kit, Qiagen 61904
- Line 10 - DyeEx 2.0 Spin kit, 250 tests per kit, Qiagen 63206
- Line 11 - Dneasy Blood and Tissue kits, 50 tests per kit, Qiagen 69504
- Line 12 - HotStar Taq Master Mix kit, 1000U per tube, Qiagen 203445
- Line 13 - Filter Tips, 200 ul, 1024 per box, Qiagen 990332
- Line 14 - Filter Tips, 1000 ul, 1024 per box, Qiagen 990352
- Line 15 - Sample Tubes CB, 2 ml, 1000 per box, Qiagen 990382
- Line 16 - Rotor Adapters, 240 per box, Qiagen 990394
- Line 17 - QFT 2 plate kit ELISA, 2 per kit, Qiagen 0594-0201
- Line 18 - QFT Tubes, 100 each NIL, BAG, Mit = 300 per pack, Qiagen T0890-0301
- Line 19 - QFT HA Dispenser Pack, 4 X 25 ct = 300 tubes per pack, Qiagen T0890-0402
- Line 20 - QFT Reference Lab Pack, 20 per pack, Qiagen 0594-0501-NA



Line Item No.	Quantity	Catalog #	Product	Unit Price [USD]	Total Price [USD]
1	1	990382	Sample Tubes CB (2ml)	57.42	57.42

Quote Total [USD]: 3,567.69

This quote offers a flat shipping and handling cost of \$25.00



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

This Quote shall be governed by the QIAGEN Standard Terms and Conditions available at <http://www.qiagen.com/products/ordering-information/Ordering-terms-USA/>

Terms of Delivery and payment:

Offer validity:	Valid From: 01/28/2016 Valid To: 08/31/2016
Offer Valid Until:	08/31/2016
Price:	Prices do not include VAT
Shipping Terms:	Shipping Point, PPAI
Payment:	30 days net

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



Ms. Paula Gibbs

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Laboratory Services
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Feb 03, 2016
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Valencia, CA 91355-1005
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Fax: 800-718-2056

Quote Number IICB1602LH02
Customer Number 98926

Dear Paula Gibbs

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

Line Item No.	Quantity	Catalog #	Product	Unit Price [USD]	Total Price [USD]
1	1	0594-0201-NA	0594-0201 QFT 2 Plate Kit ELISA	*574.20	*574.20
2	1	0594-0501-NA	0594-0501 QFT Reference Lab Pack	*5,742.00	*5,742.00
3	1	T0590-0301	QFT Tubes (100xNil,100xTBAg,100xMit)	*710.00	*710.00
4	1	T0597-0405	QFT HA Dispenser Pack (4x 25ct)	*710.00	*710.00

Quote Total [USD]: 7,736.20

* 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.

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Terms of Delivery and payment:

Offer validity: Valid From: 02/03/2016
Valid To: 12/30/2016

Offer Valid Until: 12/30/2016

Price: Prices do not include VAT

Shipping Terms:

Payment: 30 days net

Dry ice charge: \$20

Delivery charge: Per order handling fee = \$25.00
Per order HAZMAT Fee (if hazmat item is included) = \$26
Freight charges to be calculated based on carrier service type and delivery location.

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



DNeasy® Blood and Tissue Kit Sole Source Justification

The DNeasy Blood & Tissue Kit (250) (Cat. No. 69506) uses advanced silica-gel membrane technology for the isolation of total cellular DNA from up to 25 mg of animal tissue, up to 1.2 cm of mouse tail or up to 5×10^6 animal cells. The binding capacity of DNeasy spin columns is 50 ug of DNA. All necessary components for lysis of animal cells & tissues (Lysis Buffer ATL, Proteinase K, Binding Buffer AL) are supplied ready-to-use. The DNeasy Tissue Kit also contains two different wash buffers (Buffer AW1, Buffer AW2), designed to ensure complete removal of all inhibitors after binding of the DNA to the silica-gel membrane.

Most nucleic acid purification techniques that use silica in combination with chaotropic salts such as guanidine hydrochloride are covered by US Patent 5,234,809 and equivalents in other countries. QIAGEN has a worldwide license to use this technology alone or in combination with other QIAGEN technologies. This license is valid for all fields including research and molecular diagnostics. QIAGEN therefore offers all users of silica-based QIAGEN technologies Guaranteed Freedom of Operation. DNeasy Tissue Kits are manufactured by QIAGEN, the sole distributor of DNeasy Tissue Kits.

DNeasy Blood & Tissue Kit Catalog no.	(250) 69506
DNeasy Mini Spin Columns (colorless) in 2 ml Collection Tubes	250
Collection Tubes (2 ml)	500
Buffer ATL	50 ml
QIAGEN Proteinase K	6 ml
Buffer AW1 (concentrate)	95 ml
Buffer AW2	66 ml
Buffer AL	54 ml
Buffer AE	2 x 60 ml

Related reagents and accessories: The QIAvac 24 Plus vacuum manifold from QIAGEN enables fast and efficient vacuum processing of QIAGEN spin columns as an alternative to centrifugation that minimizes the hands-on preparation time. The vacuum regulator supplied by QIAGEN allows easy monitoring and adjustment of vacuum pressure for procedures using QIAvac manifolds. Three of the DNeasy Blood & Tissue Kit components are also available in larger quantities for individual purchase.

Product	Catalog no.
QIAGEN Proteinase K (10 ml)	19133
Buffer ATL (200 ml)	19076
Buffer AW1 (concentrate, 242 ml)	19081
QIAvac 24 Plus	19413
Vacuum Regulator	19530

For up-to-date licensing information and product-specific disclaimers, see the respective QIAGEN kit handbook or user manual. QIAGEN kit handbooks and user manuals are available at www.qiagen.com or can be requested from QIAGEN Technical Services or your local distributor.

QIAGEN GmbH,
Hilden 40247,
Germany

January 5, 2016

**Filter-Tips: 200µl (990332), 1000µl (990352) and 1000µl wide-bore (990452)
Sole source confirmation**

To whom it may concern,

On behalf of QIAGEN, this is to confirm that the filter tips with catalogue numbers are stated above are manufactured and distributed exclusively by QIAGEN.



Jan 5, 2016

pp. Divya Vijay Pratheek
Global Product Manager, Automated Solutions

QIAGEN - Sample to Insight

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