

**MISSISSIPPI STATE DEPARTMENT OF HEALTH**  
**Notice of Proposed Sole Source Purchase #0301-094**  
**RFx # 3150004349**

The Mississippi State Department of Health anticipates purchasing the item(s) listed below as a sole source purchase. Anyone objecting to this purchase shall follow the procedures outlined below.

Commodity or commodities to be purchased (make, model, description):

The Centers of Disease control and Prevention (CDC) has specific protocols and instruments that must be used to perform Whole Genome Sequencing (WGS) to submit test results in the PulseNet database. PulseNet is a national laboratory network that connects foodborne illness cases to detect outbreaks by using DNA sequencing of bacteria to detect thousands of local and multistate outbreaks. The Mississippi Public Health Laboratory (MPHL) currently possess three (3) Illumina MiSeq, one (1) NextSeq and one (1) iSeq sequencers to perform WGS on foodborne isolates submitted to the MPHL for testing. The PulseNet database is used to monitor and track foodborne outbreaks and can determine if MS is part of a specific food related outbreak. The MPHL would like to purchase sufficient Illumina kits and reagents to perform WGS using the MiSeq sequencers. The MPHL is also performing WGS on SARS-CoV-2 specimens to detect SARS mutations and SARS variant strains circulating in the MS population. Illumina kits and reagents to sequence SARS specimens are also included in the product list.

<b>Product List Number</b>	<b>Product Description</b>	<b>Product Price (unit)</b>	<b># Cases (Annual)</b>	<b>Extended Price</b>
20018705	Illumina® DNA Prep (M) Tagmentation (96 samples)	\$3945.35	14	\$55,234.90
20027213	IDT for Illumina DNA/RNA UD Indexes Set A, Tagmentation (96 Indexes, 96 Samples)	\$638.40	7	\$4,468.80
20027214	IDT for Illumina DNA/RNA UD Indexes Set B, Tagmentation (96 Indexes, 96 Samples)	\$638.40	7	\$4,468.80
MS-102-2003	MiSeq Reagent Kit v2 (500 cycles per kit)	\$1275.85	75	\$95,688.75
200040760	iSeq 100i1 Reagent v2 (300 cycle) 8 pack	\$3,856.05	4	\$15,424.20
20044461	Illumina COVIDSeq Test (3072 Samples)	\$37,905	1	\$37,905.00
20043137	IDT for Illumina PCR Unique Dual Indexes Set 1-4 (384 Indexes)	\$1,463.00	8	\$11,704.00
MS-102-3001	MiSeq Reagent Kit v3 (150 cycle)	\$983.25	64	\$62,928.00
20050264	NextSeq 1000/2000 P1 Reagents (300 Cycles)	\$1,187.50	6	\$7,125.00
20046813	NextSeq 1000/2000 P2 Reagents (300 Cycles) v3	\$3,447.55	4	\$13,790.20
20040561	NexrSeq 2000 P3 Reagents (300 Cycles)	\$5,842.50	4	\$23,370.00
Subtotal				\$332,107.65
Shipping & Insurance/Handling Fee				\$4,981.61
<b>Total</b>				<b>\$337,089.26</b>

Explanation of the need to be fulfilled by this item(s) and why it is the only one that can meet the specific needs of the department:

Only Illumina kits and reagents can be used to perform WGS on the MiSeq sequencer as approved by the manufacturer. WGS testing results must be uploaded into the PulseNet national database within seven (7) days of specimen receipt in the laboratory. To maintain sufficient kits and reagents to perform WGS testing, an ample supply of kits and reagents listed above must be on-hand to support testing for a large quantity of foodborne isolates submitted from hospitals to the MPHL for testing and meet the turn-around-time within seven (7) days. The MPHL receives over 800 foodborne specimens annually for WGS testing. WGS results for SARS-CoV-2 are uploaded in the data pipelines for surveillance.

Name of company/individual selling the item and why that source is the only possible source that can provide the required item(s):

The kits and reagents used on the Illumina sequencers for WGS is manufactured only by Illumina. Illumina does not use distributors in the clinical market and sales directly to laboratories.

Estimated cost of item(s) and an explanation why the amount to be expended is considered reasonable:

- Estimated Cost for kits and reagents: \$332,107.65 for the quoted period
- Shipping & Insurance/Handling Fee: \$4,981.61 for the quantity of kits included in the quote.
- The MPHL receives 5% discounted public health pricing that is firm through July 15, 2023.

Explanation of the efforts taken by the department to determine this is the only source and the efforts used to obtain the best possible price:

- Illumina is the sole manufacturer and sole vendor of the listed products and sells directly to laboratories.
- Only Illumina test reagents can be used on the Illumina sequencers.
- All applicable discounts were explored and applied. As a public health laboratory, the MPHL receives discounted pricing that is firm through July 15, 2023.

Any person or entity that objects and proposes that the commodity listed is not sole source and can be provided by another person or entity shall submit a written notice to: Jennifer Dotson, Mississippi State Department of Health Purchasing Department, 570 E. Woodrow Wilson, Room 134 Underwood Building, Jackson, MS 39216 or P. O. Box 1700, Jackson, MS 39215-1700.

Responses may be hand delivered, via regular mail, overnight delivery or by e-mail:

[Jennifer.dotson@msdh.ms.gov](mailto:Jennifer.dotson@msdh.ms.gov) . The envelope or e-mail should reference the sole source number.

The notice shall contain a detailed explanation of why the commodity is not a sole source procurement. Appropriate documentation shall also be submitted if applicable. The enclosed form (OSS) may be used if you so desire.

If after a review of the submitted notice and documents, Mississippi State Department of Health determines that the commodity in the proposed sole source request can be provided by another person or entity, then Mississippi State Department of Health will withdraw the sole source request publication from the procurement portal website and submit the procurement of the commodity to an advertised competitive bid or selection process.

If Mississippi State Department of Health determines after review that there is only one (1) source for the required commodity, the Mississippi State Department of Health will appeal to the Public Procurement Review Board. Mississippi State Department of Health will have the burden of proving that the commodity is only provided by one (1) source.

Notices/objections, etc. will be accepted at any time prior to: July 6, 2022 at 3:00 p.m. (CST)

**Illumina, Inc**  
 5200 Illumina Way  
 San Diego CA 92122-4616  
 USA  
 Hereinafter referred to as "Illumina"

**CUSTOMER INFORMATION**

<b>Company Name</b>	Mississippi State Department of Health 570 E Woodrow Wilson Ave Jackson, Mississippi, USA 39216-4538
<b>Account Number</b>	4000002156
<b>Contact</b>	Beata Karolewicz 601-576-7554 beata.karolewicz@msdh.ms.gov
<b>Billing Entity</b>	MS State Dept of Health
<b>Ship To</b>	Mississippi State Department of Health 570 E Woodrow Wilson Ave Jackson, Mississippi, USA
<b>Ultimate Consignee</b>	Mississippi State Department of Health USA

**HOW TO ORDER**

Purchase this quotation on MyIllumina  
<https://my.illumina.com/order-management/quotes/4435435>  
 Simply find the quote in your list or enter the quote number in the quote field and add to cart  
  
 Unable to complete this transaction? Provide your purchase order and a copy of the quotation to Customer Care at  
[customercare@illumina.com](mailto:customercare@illumina.com)  
 Toll Free: +1.800.809.ILMN (4566)  
  
 Need to register? Create an account at [my.illumina.com/welcome](https://my.illumina.com/welcome)

**Illumina Representative:**

*Megan Rivers*  
*mrivers@illumina.com*

**PRODUCT AND PRICING**

Catalog Number	Item Description	List Price (USD)	Discount	Discounted Price (USD)	Units	Subtotal (USD)
20018705	<b>Illumina® DNA Prep, (M) Tagmentation (96 Samples)</b> This component contains necessary reagents to support the preparation of 96 libraries for DNA WGS. SPRI beads included. Index adaptors must be purchased separately.	4,153.00	207.65 (5.00%)	3,945.35	14	55,234.90
20027213	<b>IDT® for Illumina® DNA/RNA UD Indexes Set A, Tagmentation (96 Indexes, 96 Samples)</b> IDT for Illumina- Nextera UD Indexes- Set A contains 96, 10 bp unique indexes sufficient for 96 samples. Library prep, enrichment, and enrichment probe panel reagents need to be ordered separately.	672.00	33.60 (5.00%)	638.40	7	4,468.80
20027214	<b>IDT® for Illumina® DNA/RNA UD Indexes Set B, Tagmentation (96 Indexes, 96 Samples)</b> IDT for Illumina- Nextera UD Indexes- Set B contains 96, 10 bp unique indexes sufficient for 96 samples. Library prep, enrichment, and enrichment probe panel reagents need to be ordered separately.	672.00	33.60 (5.00%)	638.40	7	4,468.80
MS-102-2003	<b>MiSeq Reagent Kit v2 (500-cycles)</b> MiSeq v2 Reagent kit, 500 cycles per kit.	1,343.00	67.15 (5.00%)	1,275.85	75	95,688.75
20040760	<b>iSeq 100 i1 Reagent v2 (300-cycle) 8 pack</b> Kitted reagents for up to 322 cycles of sequencing on the iSeq 100 system. Includes 8	4,059.00	202.95 (5.00%)	3,856.05	4	15,424.20

	cartridges with paired end reagents and 8 iSeq 100 i1 flow cells.					
20044461	<b>Illumina® COVIDSeq™ Test (3072 Samples)</b> Next Generation Sequencing based test for detection of SARS-CoV-2 (EUA/IVD labeled)	39,900.00	1,995.00 (5.00%)	37,905.00	1	37,905.00
20043137	<b>IDT® for Illumina PCR Unique Dual Indexes Set 1-4 (384 Indexes)</b> Set of 384 UDIs for use with Illumina® COVIDSeq™ Test	1,540.00	77.00 (5.00%)	1,463.00	8	11,704.00
MS-102-3001	<b>MiSeq Reagent Kit v3 (150-cycle)</b> Provides kitted reagents for up to 175 cycles of sequencing on the MiSeq System. Includes: Paired-End Reagent plate (150-cycles), MiSeq Flow Cell, and Wash Buffer.	1,035.00	51.75 (5.00%)	983.25	64	62,928.00
20050264	<b>NextSeq™1000/2000 P1 Reagents (300 Cycles)</b> Provides kitted reagents for 300 cycles of sequencing, plus dual- indexing support (up to 100M single reads). Includes: NextSeq 1000/2000 Reagent Cartridge (300 cycles), NextSeq 1000/2000 P1 Flow Cell, and RSB with Tween 20. This reagent kit is based on the v3 reagents.	1,250.00	62.50 (5.00%)	1,187.50	6	7,125.00
20046813	<b>NextSeq 1000/2000 P2 Reagents (300 Cycles) v3</b> Provides kitted reagents for 300 cycles of sequencing, plus dual- indexing support (up to 400M single reads). Includes: NextSeq 1000/2000 Reagent Cartridge (300 cycles), NextSeq 1000/2000 P2 Flow Cell, and RSB with Tween 20. This reagent kit is based on	3,629.00	181.45 (5.00%)	3,447.55	4	13,790.20

	the v3 reagents.					
20040561	<b>NextSeq 2000 P3 Reagents (300 Cycles)</b> Provides kitted reagents for 300 cycles of sequencing, plus dual- indexing support (up to 1.1B single reads). Includes: NextSeq 2000 Reagent Cartridge (300 cycles), NextSeq 2000 P3 Flow Cell, and RSB with Tween 20. This reagent kit is based on the v3 reagents.	6,150.00	307.50 (5.00%)	5,842.50	4	23,370.00
Subtotal						332,107.65
Shipping & Insurance / Handling Fee						4,981.61
Final Investment (USD)						337,089.26

*Tax is an estimate and is subject to change upon invoicing based upon the appropriate tax regulations.*

**Inco Terms:** DAP: Delivered At Place

**Payment Terms:** Net 30 Days

**IN WITNESS WHEREOF,** PURCHASER and SELLER have caused this Agreement to be executed by their duly authorized representatives as of the day and year last written below.

**Purchaser Name :** \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Illumina, Inc.:**

Signature:  \_\_\_\_\_

Printed Name: Nicole Berry

Title: Senior VP & GM, Americas

Date: 2 June 2022

### SHIP SCHEDULE POLICY

In cases where this Quotation does not include a pre-defined ship schedule, the following ship hold terms shall apply:

- All orders requiring more than one delivery should have a defined ship schedule indicating quantity, product catalog numbers and shipment dates. Delay in providing a Ship Schedule may result in additional processing time.
- First ship date must be no later than three months from order placement date.
- The entire order must be shipped complete within 12 months of order placement, unless outlined by contract provisions.
- Amendments to the Ship Schedule should be requested at least 14 days prior to the scheduled shipment date. Note that country specific terms will take governance.
- Illumina may be able to accommodate requests for ship schedule modifications due to unforeseen circumstances to support our customers. Confirmation will be subject to approval and may impact lead time for delivery.
- Any exceptions to the Ship Schedule terms must be agreed to in writing by Illumina.
- If Customer cannot take shipment in accordance with these terms, Illumina reserves the right to cancel the order in its entirety or impose a fee for cancellation or shipment deferral.
- Illumina reserves the right to amend the lead time necessary to initiate the first shipment (which may be longer than the lead time quoted at the time of order placement).

Illumina does not supply plastics such as microplates or pipette tips for use in the listed assays and these are not included in the consumables pricing provided; however, as a result of the highly multiplexed nature of all assays, plastics alone contribute minimally to the final cost.



### Terms & Conditions

The offer contained in this document is automatically revoked by Illumina if not executed by Customer and a purchase order received by Illumina before 5:00 pm (based on the location of the Illumina quoting entity) on the expiration date shown on page 1 of this Quotation.

Customer agrees to provide to Illumina a purchase order for all of the items listed in this Quotation prior to its expiration date. The purchase order must reference this Quotation and match the amount stated.

By this Quotation, Illumina conditionally offers to Customer the Illumina products and/or services described above. This offer is conditional on, and may only be accepted by, Customer's agreement that Illumina's terms and conditions listed below or otherwise included with the product or service, as applicable to the specific product or service quoted ("Terms and Conditions"), is the sole and exclusive agreement between Customer and Illumina with respect to the particular product or service.

For the avoidance of doubt, any terms and conditions applicable to "Test Specific Products" that have a specific intended use in such products' documentation, as set forth in such terms and conditions, are applicable only to in vitro diagnostic products.

Additionally, notwithstanding the Illumina entity that is listed on the cover page of this Quotation, the parties understand and agree that in the event an Illumina affiliate provides products or services to Customer, such Illumina affiliate is the relevant quoting and contracting entity for such products or services under this Quotation and the relevant Terms and Conditions.

By submitting an order, Customer accepts and agrees that the Terms and Conditions referenced in this Quotation is the sole and exclusive agreement between Customer and Illumina with respect to the products and/or services as described above and accepts all other terms of this quotation. NOTWITHSTANDING THE FOREGOING, IF ILLUMINA AND CUSTOMER HAVE ENTERED INTO A VALID AND ENFORCEABLE SIGNED AGREEMENT GOVERNING THE ILLUMINA PRODUCTS AND/OR SERVICES DESCRIBED ABOVE, THE ORDER OF PRECEDENCE BETWEEN THE AGREEMENT AND THE TERMS AND CONDITIONS SHALL BE AS FOLLOWS: IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE AGREEMENT AND THE TERMS AND CONDITIONS, OR IF THE AGREEMENT INCLUDES ADDITIONAL TERMS NOT ADDRESSED IN THE TERMS AND CONDITIONS, THE AGREEMENT SHALL GOVERN WITH RESPECT TO SUCH TERMS.

<https://www.illumina.com/company/legal/terms-and-conditions.html>