

**MISSISSIPPI STATE DEPARTMENT OF HEALTH**  
**Notice of Proposed Sole Source Purchase #0301-66**  
**RFx # 3150003124**

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 fingerprinting of bacteria to detect thousands of local and multistate outbreaks. The Mississippi Public Health Laboratory (MPHL) currently possess three (3) Illumina MiSeq 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.

<b>Product List Number</b>	<b>Product Description</b>	<b>Product Price (unit)</b>	<b># Cases (Annual)</b>	<b>Extended Price</b>
MS-102-2003	MiSeq Reagent Kit v2 (500 cycles per kit)	\$1217.90	80	\$97,432
FC-133-1001	Nextera® XT Library Prep Kit PulseNet (96 samples)	\$2935.50	1	\$2,935.50
FC-131-2001	Nextera XT Index Kit v2 Set A (96 indexes, 384 samples)	\$998.45	1	\$998.45
20018705	Illumina® DNA Prep (M) Tagmentation (96 samples)	\$3945.35	14	\$55,234.90
20018708	Nextera™ DNA CD Indexes (96 Indexes, 96 samples)	\$469.30	14	\$6,570.20
				\$163,171.05
Shipping & Insurance/Handling Fee				\$1,631.71
<b>Total</b>				<b>\$164,802.76</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 specimens annually for WGS testing.

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 MiSeq sequencer 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: \$163,171.05 per year
- Shipping & Insurance/Handling Fee: \$1,631.71 for quantity of kits included in the quote.
- The MPHL receives 5% discounted public health pricing that is firm through July 20, 2021.

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 MiSeq sequencer.
- All applicable discounts were explored and applied. As a public health laboratory, the MPHL receives discounted pricing that is firm through July 20, 2021.

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: Cynthia Brasher, 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:

[Cynthia.brasher@msdh.ms.gov](mailto:Cynthia.brasher@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: October 6, 2020 at 3:00 p.m. (CST/DST)



**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>	Kashonda Kelley (601) 576-7681 kashonda.kelley@msdh.ms.gov
<b>Billing Entity</b>	Mississippi State Department of Health
<b>Ship To</b>	Mississippi State Department of Health 570 E Woodrow Wilson Ave Jackson, Mississippi, USA 39216-4538
<b>Ultimate Consignee</b>	Mississippi State Department of Health USA

**HOW TO ORDER**

<p>For all <u>consumable</u> orders please submit your order online through MyIllumina (<a href="http://my.illumina.com">http://my.illumina.com</a>).</p>	<p>For all <u>other orders</u> please submit your institutional Purchase Order and a complete copy of this quotation to the attention of: <b>Illumina Customer Service</b> customerservice@illumina.com Toll Free: +1.800.809.ILMN (4566)</p>
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**Illumina Sales Representative:**

*Ketan Patel*  
+1 (858) 754.4493  
kpatel5@illumina.com

**PRODUCT AND PRICING**

Catalog Number	Item Description	List Price (USD)	Discount	Discounted Price (USD)	Units	Subtotal (USD)
MS-102-2003	<b>MiSeq Reagent Kit v2 (500-cycles)</b> MiSeq v2 Reagent kit, 500 cycles per kit.	1,282.00	64.10 (5.00%)	1,217.90	80	97,432.00
FC-133-1001	<b>Nextera® XT Library Prep Kit PulseNet (96 samples)</b> This kit is specific for use only with the CDC Pulse Net Network of labs. It consists of the standard Nextera XT kit minus the Bead Based Normalization reagents. Additionally, this kit includes EBT reagent.	3,090.00	154.50 (5.00%)	2,935.50		2,935.50
FC-131-2001	<b>Nextera XT Index Kit v2 Set A (96 indexes, 384 samples)</b> Set A of version 2 Nextera XT Index kit includes 96 optimized and unique indexes for sequencing library preparation of up to 384 samples.	1,051.00	52.55 (5.00%)	998.45		
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
20018708	<b>Nextera™ DNA CD Indexes (96 Indexes, 96 Samples)</b> The kit provides 20 indexes (eight of i500s and twelve of i700 indexes) that together provide 96 dual indexing capability. Indexes	494.00	24.70 (5.00%)	469.30		6,570.20

	are provided in a 96 well format. Indexes are compatible across all ILMN sequencers.					
Subtotal						163,171.05
Shipping & Insurance / Handling Fee						1,631.71
Final Investment (USD)						164,802.76

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

**Payment Terms:** Net 30 Days

**INCO Terms:** DAP: Delivered At Place



**Mark Van Oene**

**Senior Vice President and Chief Commercial Officer**

**July 20, 2020**

**SHIP HOLD POLICY**

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

- All orders must have a defined ship schedule. The initial ship date must be no later than three (3) months from the date the purchase order is received by Illumina (as provided in the Order Confirmation) and the entire order must be shipped complete within twelve (12) months from Illumina's receipt of the purchase order.
- Any exceptions to these ship hold terms must be agreed to in writing by Illumina and the Customer must pre-pay at least fifty percent (50%) of the purchase order amount of the affected shipments.
- Customers may request two (2) shipment delays for any single purchase order. The total months of delayed shipment for shipments associated with a single purchase order shall not exceed six (6) months.
- If Customer has requested a delayed shipment, Illumina reserves the right to change the lead time necessary to initiate Customer's first shipment (which may be longer than the lead time quoted at the time of the order placement).
- If Customer cannot take shipment in accordance with these terms, Illumina reserves the right to cancel the order in its entirety without any liability to the Customer.

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.

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>