Amendment #2/Renewal #2
EDS # ASA-9-9-39-10786

This is an Amendment to Quantity Purchase Agreement # 10786, for One-Step Quantitative RT-PCR Kits entered into by and between IDOA on behalf of All State Agencies (hereinafter referred to as "State") and Invitrogen Corporation (hereinafter referred to as "Contractor") dated 10/15/2008. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Prices have changed or are no longer applicable on the items listed below. All changes take effect August 9, 2010.

Line Item #	Description	Old Unit Price	New Unit Price	Item File Number
1	System, Quantitative RT-PCR, One-Step, SuperScript III Platinum Catalog Number 11732-020 (100 rxns)	$324.7200	$331.65	000000000100073841
2	System, Quantitative RT-PCR, One-Step, SuperScript III Platinum Catalog Number 11732-088 (500 rxns)	$1,445.40	$1,471.14	000000000100073842
3	Freight	$22.50	$22.50	000000000100074489
4	Dry Ice Fee – when applicable	$17.50	$17.50	000000000100074490
5	Fuel Surcharge	$1.93	Not Applicable at this time	000000000100074491
6	Hazmat, Fee – when applicable	$19.95	$19.95	000000000100099178

Renewal Option: This contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated **October 15, 2008** to include the above named amendment. This contract renewal term shall commence on **October 14, 2010** and shall terminate on **December 31, 2010.** The effective quote for this period is Quote # P703742, attached hereto as Exhibit 1.

The parties agree to amend paragraphs five (5), seven (7), and eight (8) of Exhibit 1 as follows:

5. Percentage discounts in this quotation will be calculated from Invitrogen's current list price for the applicable product. Discounts will be calculated from single unit catalog price. Invitrogen reserves the right to change its list prices at any time and will provide the State thirty (30) days prior written notice of any change taking effect. Any increase or decrease to the list price of a product would result in a change to your discounted price.

7. This quotation may be terminated by Invitrogen Corporation upon thirty (30) days prior written notice to the State of the cancellation.

8. This quotation contains confidential Invitrogen Corporation pricing information which if disclosed to third parties could cause competitive harm to Invitrogen Corporation. Subject to overriding obligations to third party funding agencies or governmental entities, the customer agrees to keep all pricing information contained herein confidential, except as required by IC 5-14-3 Access to Public Records.

Total amount of this action is estimated at $12,000.00. Total remuneration of this contract is estimated not to exceed $48,000.00.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance
The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor: Invitrogen Corporation

Signature:
Printed Name: GERLANDA D. REYES
Title: CONTRACTS SPECIALIST
Date: 9/28/10

(Where Applicable)

Attested By: Madhulika Sagna
Madhulika Sagna
Contract Specialist
9/28/2010

State of Indiana Agency:

Signature:
Printed Name: Michael DeVille
Title: Director
Date: 10/13/10

Indiana Office of Technology

Not Applicable
Brian Arrowood
Chief Information Officer

Date:

Department of Administration

Jessica Robertson for
Robert D. Wynkoop
Commissioner

Date: 10/28/10

State Budget Agency

Joseph A. Wyatt for
Adam Horst
Director

Date: 11/19/10

Office of the Attorney General

Richard M. Stevenson
Gregory F. Zoeller
Attorney General

Date: November 23, 2010

invitrogen™

QUOTATION

IN RESPONSE TO YOUR INQUIRY

TO ORDER:
Invitrogen
3175 Staley Road
Grand Island, New York 14072 USA
Fax No.: 1-800-331-2286 USA
To Order: 1-800-955-6288 USA
www.invitrogen.com

TO:
INDIANA STATE DEPT OF HEALTH
FOR: All Researchers

ATTN:

QUOTATION NO.: P703742

To ensure correct pricing and terms, the above quote number must appear on all orders and correspondence.

FROM: 08/06/2010 THROUGH: 12/31/2010

EXCEPT WHERE NOTED BELOW

TERMS: NET 30 DAYS

ESTIMATED DELIVERY: 2-5 DAYS, A.R.O.
OR AS INDICATED BELOW

To place an order please call Customer Service
1-800-955-6288 or visit us at
www.invitrogen.com/onlineordering

WE ARE PLEASED TO QUOTE ON YOUR REQUIREMENTS AS FOLLOWS:

Line#	SKU # / PPL	DESCRIPTION	QUALIFYING LIMIT	PRICE OR % DISCOUNT	
				Disc% / Fixed Price	Unit Price
1	11732020	SSIII 1-STEP QRT-PCR 100 100 RXN Discounts will be calculated from single unit catalog price.	1	.00%	$331.65
2	11732088	SSIII 1-STEP QRT-PCR 500 500 RXN Discounts will be calculated from single unit catalog price.	1	.00%	$1,471.14

TERMS AND CONDITIONS

This quotation is based upon a commitment to purchase $5,000.00 of quoted products. Continuance of this quotation will be based upon meeting these requirements. Purchases will be routinely evaluated during the effective dates. Invitrogen Corporation reserves the right to adjust or discontinue the quoted pricing/terms if average purchases fall substantially below that indicated.

NOTE: Customer MUST reference quotation number when ordering to receive discounts.

Telephone Number:

(Continue)

THESE GOODS ARE FOR RESEARCH ONLY, UNLESS OTHERWISE SPECIFIED. SEE "AUTHORISED USES" IN GENERAL TERMS AND CONDITIONS.

invitrogen™

QUOTATION

IN RESPONSE TO YOUR INQUIRY

TO ORDER:
Invitrogen
3175 Staley Road
Grand Island, New York 14072 USA
Fax No.: 1-800-331-2286 USA
To Order: 1-800-955-6288 USA
www.invitrogen.com

TO:
INDIANA STATE DEPT OF HEALTH
FOR: All Researchers

ATTN:

QUOTATION NO.: P703742

To ensure correct pricing and terms, the above quote number must appear on all orders and correspondence.

FROM: 08/06/2010 THROUGH: 12/31/2010

EXCEPT WHERE NOTED BELOW

TERMS: NET 30 DAYS

ESTIMATED DELIVERY: 2-5 DAYS, A.R.O.
OR AS INDICATED BELOW

To place an order please call Customer Service
1-800-955-6288 or visit us at
www.invitrogen.com/onlineordering

WE ARE PLEASED TO QUOTE ON YOUR REQUIREMENTS AS FOLLOWS:

TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS OF QUOTATION

1. General Terms and Conditions listed on the customer copy of packing lists and invoices from Invitrogen Corporation will apply except where otherwise agreed in writing by an authorized representative of Invitrogen Corporation.

2. This quotation shall apply only to direct order purchase from Invitrogen Corporation. In order to receive quoted prices, the quotation number must be referenced at time of order. Credits will not be issued for orders not referencing quotation numbers.

3. The effective dates of this quotation appear in the upper right corner of each page unless otherwise noted. Exceptions are noted within the body of this quotation.

4. The quantities noted on this quotation reflect minimum order requirements necessary to receive quoted prices.

5. Percentage discounts in this quotation will be calculated from Invitrogen's current list price for the applicable product. Discounts will be calculated from single unit catalog price. Invitrogen reserves the right to change its list prices at any time. Any increase or decrease to the list price of a product would result in a change to your discounted price.

6. Certain discounts are based on categories of products (e.g., "Pricing Product Line" or "PPL" discounts) that might change over time. Invitrogen reserves the right to re-align products within a category or add or remove products to or from a specific category at any time. Such re-alignment, addition or removal may result in a change to your discounted price for a particular product.

7. This quotation may be terminated by Invitrogen Corporation upon written notice.

8. This quotation contains confidential Invitrogen Corporation pricing information which if disclosed to third parties could cause competitive harm to Invitrogen Corporation. Subject to overriding obligations to third party funding agencies or governmental entities, the customer agrees to keep all pricing information contained herein confidential.

9. Invitrogen is eligible to receive orders funded by the American Recovery & Reinvestment Act (ARRA). If you are a U.S. Government customer, please call 866-934-5977 in order to place any order funded by ARRA or email ARRA-IVGN@invitrogen.com

Billing Number	Shipping Number	
108221	163907	INDIANA STATE DEPT OF HEALTH
108221	330786	INDIANA STATE DEPT OF HEALTH
108221	310120	INDIANA STATE DEPT OF HEALTH
68541260	68634503	INDIANA STATE DEPT OF HEALTH