

Amendment #4/Renewal #4
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 outlined below.

The parties by mutual agreement wish to add the Employment Eligibility Verification clause and renew the contract for one additional year. Due to the economic climate, the fuel surcharge fee has been reinstated and the vendor reserves the right to change the freight charge fee subject to 30-days prior written notice.

Line Item #	Item File Number	Description	2012 Unit Price
1	000000000100073841	System, Quantitative RT-PCR, One-Step, SuperScript III Platinum Catalog Number 11732-020 (100 rxns)	\$340.56
2	000000000100073842	System, Quantitative RT-PCR, One-Step, SuperScript III Platinum Catalog Number 11732-088 (500 rxns)	\$1,512.72
3	000000000100074489	Freight	\$22.50
4	000000000100074490	Dry Ice Fee – when applicable	\$17.50
5	000000000100074491	Fuel Surcharge – <i>reinstated for the 2012 contract term</i>	\$3.97 per order
6	000000000100099178	Hazardous Materials Fee – when applicable	\$19.95

Term (Renewal Option)

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 to include the above named amendment. The contract renewal term shall commence on **January 1, 2012** and shall terminate on **December 31, 2012**. The effective quote for this period is Invitrogen Quote # E796568, attached hereto as Exhibit 1.

Employment Eligibility Verification

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

Original Agreement

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

(Where Applicable)

Signature: Mady Jarina
 Printed Name: MADY JARINA
 Title: Contracts Specialist
 Date: 10/20/2011

Attested By: Jana Rybarova
JANA RYBAROVA
CONTRACTS SPECIALIST
10/20/2011

State of Indiana Agency:

Signature: Katherine L. Harrington, CPPB
 Printed Name: Katherine L. Harrington, CPPB
 Title: Vendor-Contract Manager
 Date: 10-24-11

Indiana Office of Technology**Department of Administration**

Not Applicable
 Brian Arrowood
 Chief Information Officer
 Date: _____

Robert D. Wynkoop
 Robert D. Wynkoop
 Commissioner
 Date: 10-24-11

State Budget Agency**Office of the Attorney General**

Adam Horst
 Adam Horst
 Director
 Date: 11.2.11

Gregory F. Zoeller
 Gregory F. Zoeller
 Attorney General
 Date: 11/9/11

Pricing Agreement Detail US

Report Date: 11-OCT-2011



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.: E796568

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

FROM: 01/01/2012 THROUGH: 12/31/2012

EXCEPT WHERE NOTED BELOW

TERMS: NET 30 DAYS

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

FOB: Shipping Point

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	1	\$340.56	\$340.56
2	11732088	SSIII 1-STEP QRT-PCR 500 500 RXN	1	\$1512.72	\$1512.72

TERMS AND CONDITIONS

This quotation is based upon a commitment to purchase \$1000.00 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.

(Continue)

Telephone Number:

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

Pricing Agreement Detail US

Report Date: 11-OCT-2011



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
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TO:
INDIANA STATE DEPT OF HEALTH
FOR: All Researchers

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WE ARE PLEASED TO QUOTE ON YOUR REQUIREMENTS AS FOLLOWS

TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS OF QUOTATION

- 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.
- 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.
- 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.
- The quantities noted on this quotation reflect minimum order requirements necessary to receive quoted prices.
- 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.
- 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.
- This quotation may be terminated by Invitrogen Corporation upon written notice.
- 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.
- 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
108221	330786
108221	310120
68541260	68634503

(Continue)

Telephone Number:

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