



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**DPS0736**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

**\*406112845 919-361-5200**  
**TECAN US INC**  
**PO BOX 13953**  
**RESEARCH TRIANGLE PARK NC**  
**27709**

**WEST VIRGINIA STATE POLICE**  
**4124 KANAWHA TURNPIKE**  
**SOUTH CHARLESTON, WV**  
**25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/08/2007				

BID OPENING DATE: **04/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		490-90		
<p align="center"><b>REQUEST FOR QUOTATION</b></p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA STATE POLICE TO PROVIDE AN AUTOMATED LIQUID HANDLING INSTRUMENT FOR ITS FORENSIC LABORATORY.</p> <p>ATTACHMENTS: 1. SPECIFICATIONS 2. AFFIDAVIT</p> <p align="center"><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING</p>						

**RECEIVED**  
 2007 APR 24 A 7:57  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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SHIP TO

WEST VIRGINIA STATE POLICE  
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<p>THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO</p>						

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<p>YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>TECAN-US</u></p> <p>DATE: <u>04/23/2007</u></p>						

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BID OPENING DATE: **04/24/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED: <i>Peter J. Roberts</i></p> <p>TITLE: <i>VP OPERATIONS</i></p>						
<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:      JOHN ABBOTT</p> <p>RFQ. NO.:      DPS0736</p> <p>BID OPENING DATE:      04/24/2007</p>						

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BID OPENING DATE: 04/24/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ DPS0736 ***** TOTAL:						<u>\$120,437.67</u>

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Specifications for an Automated Liquid Handling Instrument for the  
West Virginia State Police Forensic Laboratory

The instrument or instruments must be able to perform the following functions at a minimum and the company must be able to demonstrate the function or capability or the ability to meet the specification at the time of bid acceptance.

General specifications

1. The instrument must possess at a minimum a 4 tip liquid dispensing arm with each tip able to function individually and be able to dispense between plates and individual tubes on the fly (variable spread between tips). The volumes to be accurately handled by the liquid dispensing device should range from approximately 0.5ul to 1000ul and be able to dispense volumes in 0.1ul increments. An individual diluter that can be fitted with a wide range of syringes must control each tip. The option of reusing disposable tips for the same sample using tip boxes with isolated storage slots. The liquid handling arm should be able to use both washable tips and disposable tips.
2. The instrument should have the capability to detect the presence or absence of a liquid in a well, tube or reservoir and if possible calculate the volume and determine if sufficient quantity of reagent to satisfy the number of samples selected. The bid should state the minimum volume detection using the liquid sensing tip.
3. The liquid sensing should be capable of detecting non-ionic and organic solvents. The instrument should be capable of detecting tip pickup and disposal
4. The instrument must possess a gripper arm capable of moving plates or tube racks between various devices or locations on the instrument deck. The gripper arm should be independent from the liquid handling arm. The gripper arm should be able to access any location on the deck as well as objects that are adjacent to the deck. The grip range should allow for gripping in either portrait or landscape mode.
5. The deck(s) must be large enough that a rearrangement or restocking of the deck space for the different functions described later would not be necessary. EXCEPTION: The additional of perishable reagents used for the two PCR processes would be added at the appropriate times but should not require the rearrangement of the deck space.
6. The company should be able to provide hardware (or price and time frame for production) for racks and heat blocks and magnets for 1.5 ml tubes (capped or capless) and 96 deep well plates including slicprep plates from Promega where applicable and for options for STR PCR amplification (0.5 ml tubes, strip tubes, 96 well plates). Also reagent racks for DNA IQ, Quantifiler and PowerPlex 16 amplifications should be available.

Sample extraction/purification – demonstrate that the instrument has been validated in a forensic laboratory for the defined purpose or that the individual devices have been validated for use in a forensic laboratory. The instrument should be able to carry out this procedure with any magnetic bead based purification technology.

1. Heating device(s) capable of accurately bring the temperature of the standard sample volume to the 70° C and 65° C specified in the DNA IQ protocol in an identified period of time.
2. Shaking devices that are vigorous enough to separate bead clumps in a deep well plate without sample loss.

Real-time PCR

1. Demonstrate the ability to create the serial dilution of the standards accurately enough to meet or exceed the specifications of the Quantifiler or similar method protocol.

2. Demonstrate the ability to use the required plates necessary for the Quantifiler procedure.

#### Normalization/STR setup

1. Demonstrate that the instrument can accept quantification data from the ABI 7500 and detail what if any processing must occur with the data files prior to acceptance by the liquid handling device for STR setup using the PowerPlex 16 amplification kit.
2. Demonstrate that the software can create a daughter dilution plate and that a specified target concentration can be reached by all samples exceeding the target concentration given the volume limitations of the plate or tube. (The target concentration is a specified value not a range).
3. Demonstrate how the normalization and STR setup software will handle a range of sample concentrations from 0.00 ng/ul to 100 ng/ul. The parameters for the STR setup would be a total volume of 25ul of which 10ul would have to be reserved for the master mix. Samples below acceptable concentration levels should be able to be identified and placed into microcons on the instrument. Ideally, at least two options should be available for this step.
4. The instrument must be able to keep track of partially used tip boxes.

#### Software

1. All liquid handling parameters, such as air gap sizes, aspiration and dispense speeds and mixing must be accessible to the operator and must be easily accessible for change.
2. The software must be password protected so that unauthorized users cannot make changes to crucial programs.
3. Users should be notified if a method has been changed before employing that method or the changes should require a new method name.
4. The software must be able to handle a variable number of samples and calculate the required consumables based on that sample number. (Separate scripts are not required for different numbers of samples.)
5. A graphical user interface should be available to aid the operator in setting up the deck for a run and to confirm proper placement and quantity prior to beginning the scripts
6. The software should have the capability to send error messages or process completion messages via the network.
7. Barcode scanning should be an upgradable option.
8. Software programs to test the accuracy and the precision of the various components of the instrument such as syringe pumps, XYZ motions and liquid sensing should be included.

#### Training

1. A minimum of three days of training should be provided as part of the bid. The bid should state this training is at the laboratory.

#### Warranty – 1 year

Should cover emergency repairs, parts, labor and travel  
Engineering reliability upgrades  
Telephone and/or web support  
Software support (revision updates)



Customer Name:	H Brent Myers	Document Number:	20032644-01
Company:	West Virginia State Police Forensic Lab.	Customer Number:	124816
Address:	725 Jefferson Road	Created By:	Anant Patel
City, State, Zip:	South Charleston, WV 25309	Sales Rep:	Sarah Ireland 1-800-832-2687 ext. 634
Email:	bmyers@wvsp.state.wv.us	Quote Date:	04/20/2007
Phone:	(304) 746-2439	Business Unit:	***
Fax:	(304) 746-2230	Valid To:	07/20/2007

**SAP Quote for EVO 150 4 Tip**

Line#	Qty	Part No.	Description
1			<b>DNA IQ EVO 2 PLUS HID EVOLution software</b>
2			
3			<b>Evo 150/4 Base Instrument</b>
4	1	10641150	EVO 150 Base Unit
5	1	10643120	Deck, 150, Painted
6	1	10643150	Safety Panel Set, with Window, EVO 150
7	1	30013048	Robotic Manipulator Arm (RoMa), standard z-rail
8	1	30017037	RoMa Fingers, Standard Length, Te-MO, set of 2
9	1	10642101	Liquid Handling Arm (LiHa), 4-tip
10	1	10612549	Lower DITI Eject Option, 4-Tip Liquid Handling Arm
11	4	10619532	Syringe, 1000 µL, XP diluters, conical cap
12	4	10619403	Tubing, Pipette, Standard Volume, FEP, 2.5 mm x 1.5 mm, Length 2.8 m, for EVO 100/150, required for each Liquid Channel.
13	4	10619402	Tubing, Interconnect, required for each Liquid Channel
14	4	10612502	Disposable Tip Cone Assembly, Standard
15	1	10643704	FastWash Option for 2, 4 and 8-Tip Liquid Handling Arms, standard tubing
16	2	30011821	System Liquid/ Waste Container, 15 L, LDPE
17			
18			<b>Racks &amp; Carriers</b>
19	1	30015508	Trough/DITI Carrier, 100mL, 3-Position, with 3 Dedicated Positions for Re-using Disposable Tips
20	1	30019579	DITI Carrier, 4-Position, for re-racking DITI Tips, 200/50/10 µL
21	6	10613035	Tube Carrier, 1.5 mL or 2.0 mL Microfuge with Hinged Cap, 16-Position
22	1	10650037	Wash Station, LiHa, with DITI Waste Chute and Trough Carrier, 100 mL, 3-Position Disposable Troughs sold separately
23	1	10650627	Shelf, 16-Position (4 sites with 4 shelves/site), mounts under back x-rail
24			
25			<b>Consumables</b>
26	1	30000627	Disposable Tips, 200 µL, Conductive, Non-filtered, Non-sterile, 2304 tips/case
27	1	30000630	Disposable Tips, 1000 µL, Conductive, Non-filtered, Non-sterile, 2304 tips/case
28	2	10613049	Disposable Troughs, 100 mL, box of 108, gray polypropylene. Dead volume approximately 3.01 mL.
29			
30			<b>Te-Shake</b>
31	1	10760723	Te-Shake Microplate Shaker Unit
32	1	10760724	Microplate Nest, Te-Shake with Hold Down, 1-position
33	1	30015506	Mounting Plate, Te-Shake, 1-position with 2 additional microplate positions
34			
35			<b>3rd Party Hardware</b>
36	1	30013196	VWR Dry Block Heater, Digital
37	1	10760406	Mounting Plate, VWR Single Heating Block, Portrait
38			
39			<b>Computer &amp; Monitor</b>
40	1	30028265	EVO Microprocessor, Windows XP
41	1	30028842	PC Monitor, 17" Flat Screen
42	1	30028266	Speakers, Logitech X-120 Multimedia Speaker System, 2 pieces



43			<b>Custom Worklist Generator, Installation &amp; Training</b>
44	1	(SDR-us0616)	Custom Worklist Generator
45	1	30001582	Installation & Software Overview (includes 3 days of on-site training)
46			
47			<b>Additional Items required to run HID EVOLUTION</b>
48	2	10613022	DITI Carrier, 3-Position
49			NOTE: 4 position Re-rack DITI carrier 30019579 could replace the other DITI carrier
50	1	10613020	Trough Carrier, 100 mL, 3-Position, Disposable Troughs sold separately
51	2	30015401	Microplate Carrier, 3-Position, Landscape, Low
52	4	20725589	Syringe, 250 µL, XP diluters, conical cap, Spare/ Replacement Part
53	1	30019975	ReagentBlock AB Quantifier Kits
54	1	30019974	ReagentBlock AB STR-PCR Kits
55	1	30019976	HID EVOLUTION Application Software Package (1 CD and 1 Dongle). Includes EVOware Std. Software, SOE US Version, Tecan AB Application Wizard

**Total Price: \$120,437.67**

### Notes

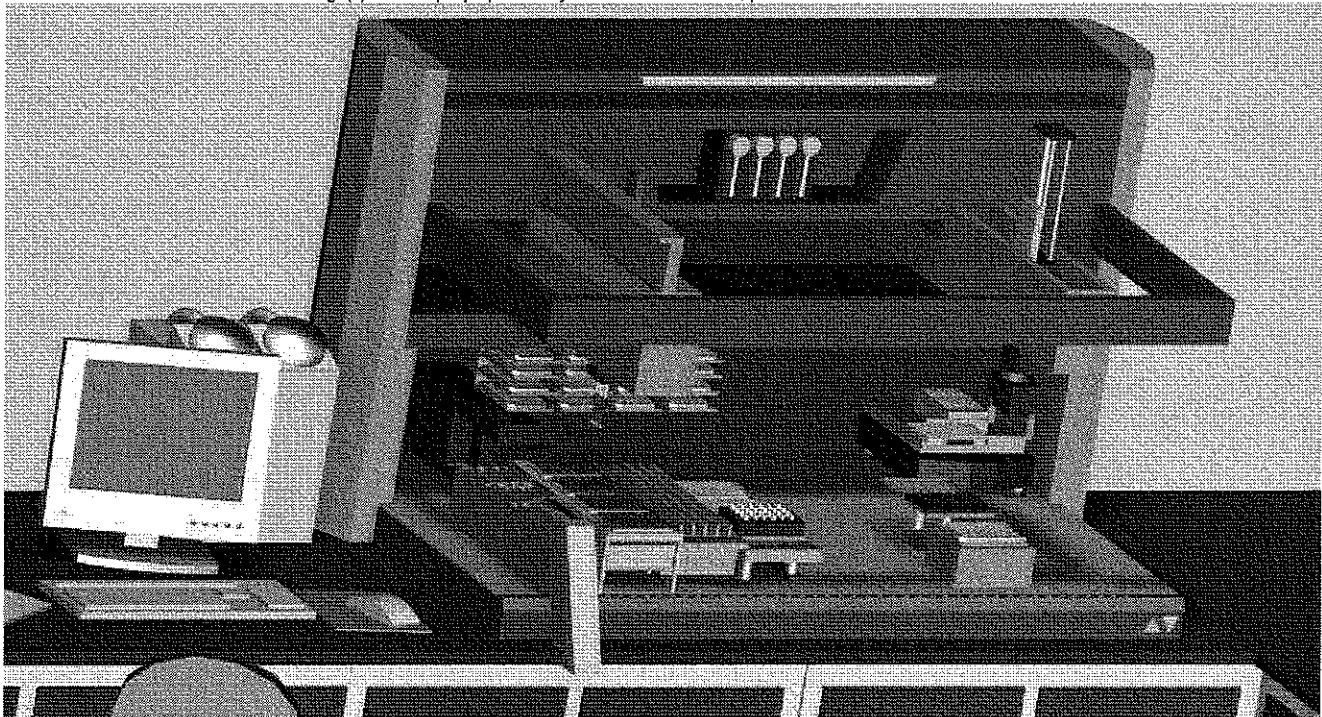
The customer is responsible for supplying Promega and Applied Biosystems consumables and hardware. For example the specific Promega and Applied Biosystems kits, AB black PCR plate holder, deepwell heating transfer block, MagnaBot 96 Magnetic Separation Device and any application specific training supplied by these 3<sup>rd</sup> party companies.

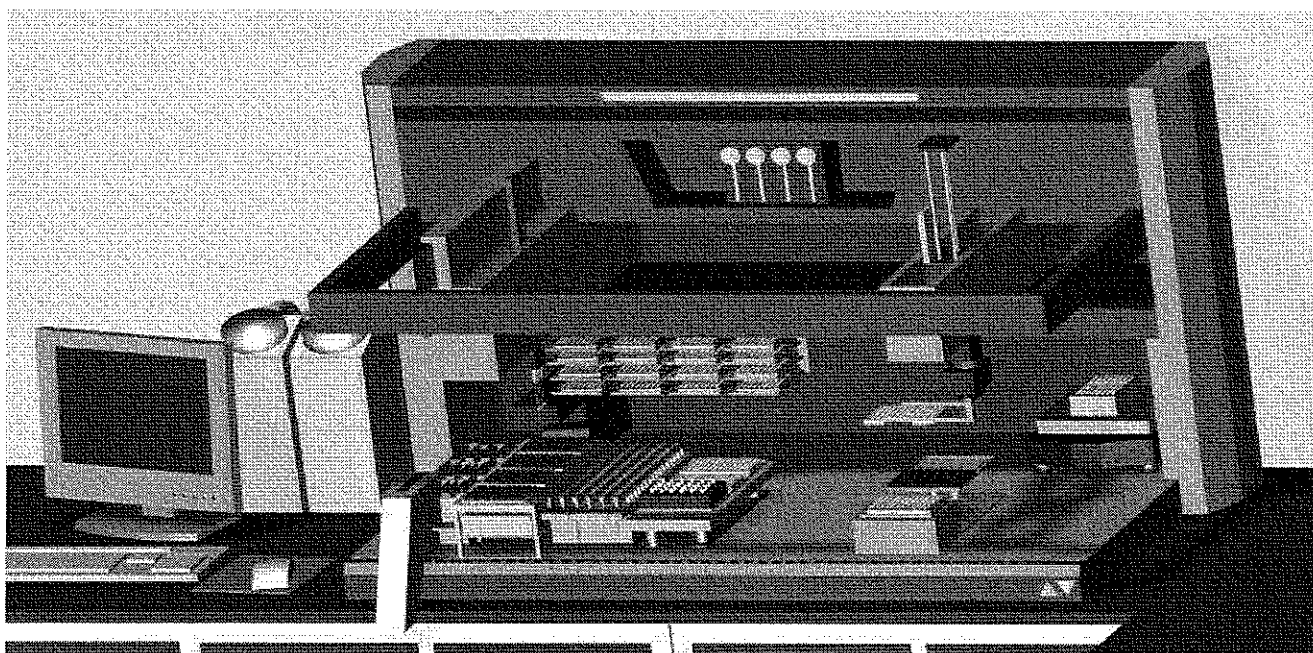
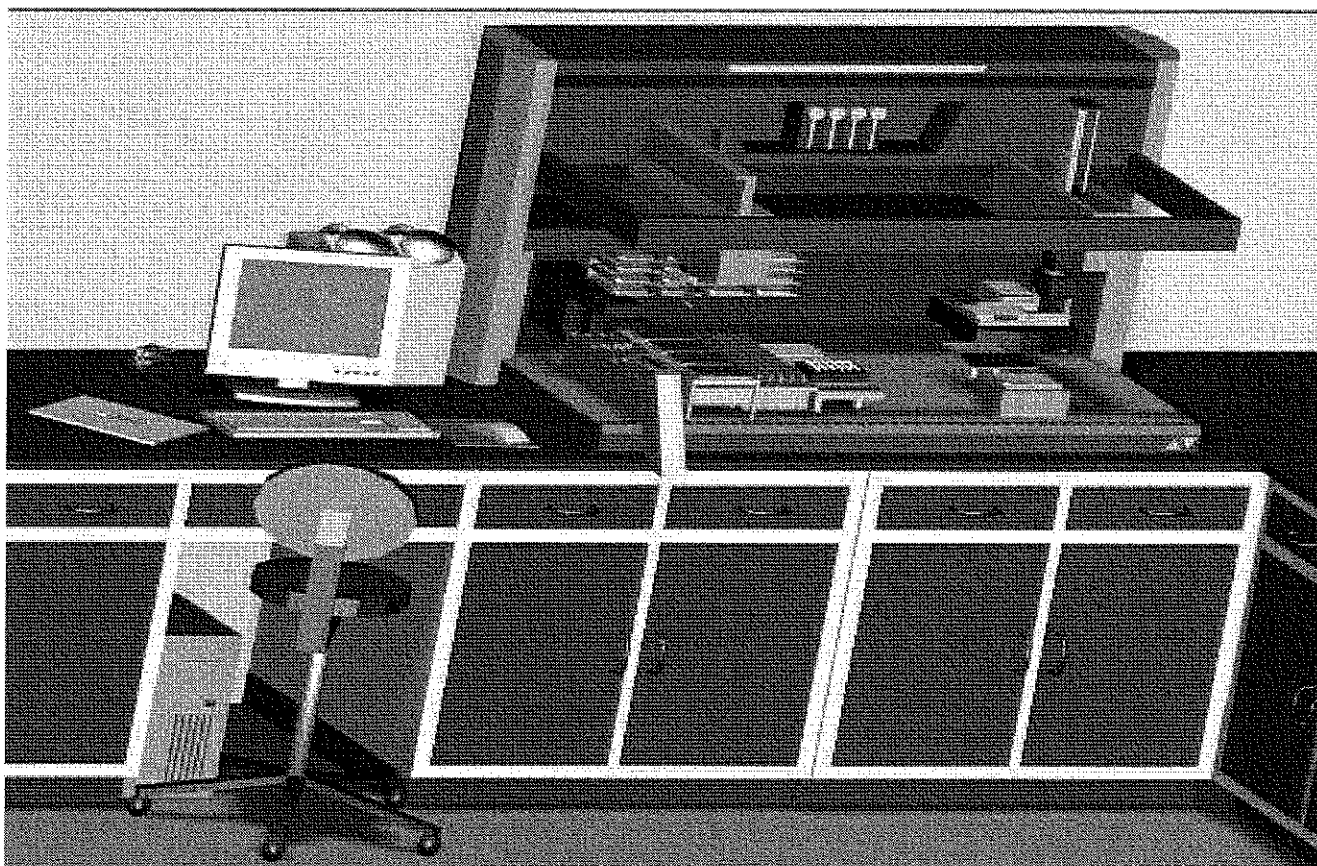
The customer is able to upgrade the above quoted system with a barcode scanner for positive identification of samples. This upgrade can be purchased at time of order or at a later date.

The liquid level detection supplied for the above system is able to detect very low concentrations of ions within solutions, this form of liquid level detection is sufficient for the application requested within this bid. Tecan is able to supply Pressure Monitored pipetting capable of detecting liquids with zero levels of ions within solutions if it is deemed necessary. This upgrade can be purchased at time of order or at a later date.

### System Layout

Image(s) for example purposes only. For all included items, please refer to the items listed above.





Mail Correspondence To: Tecan US, Inc., P.O. Box 13953, Research Triangle Park, NC 27709

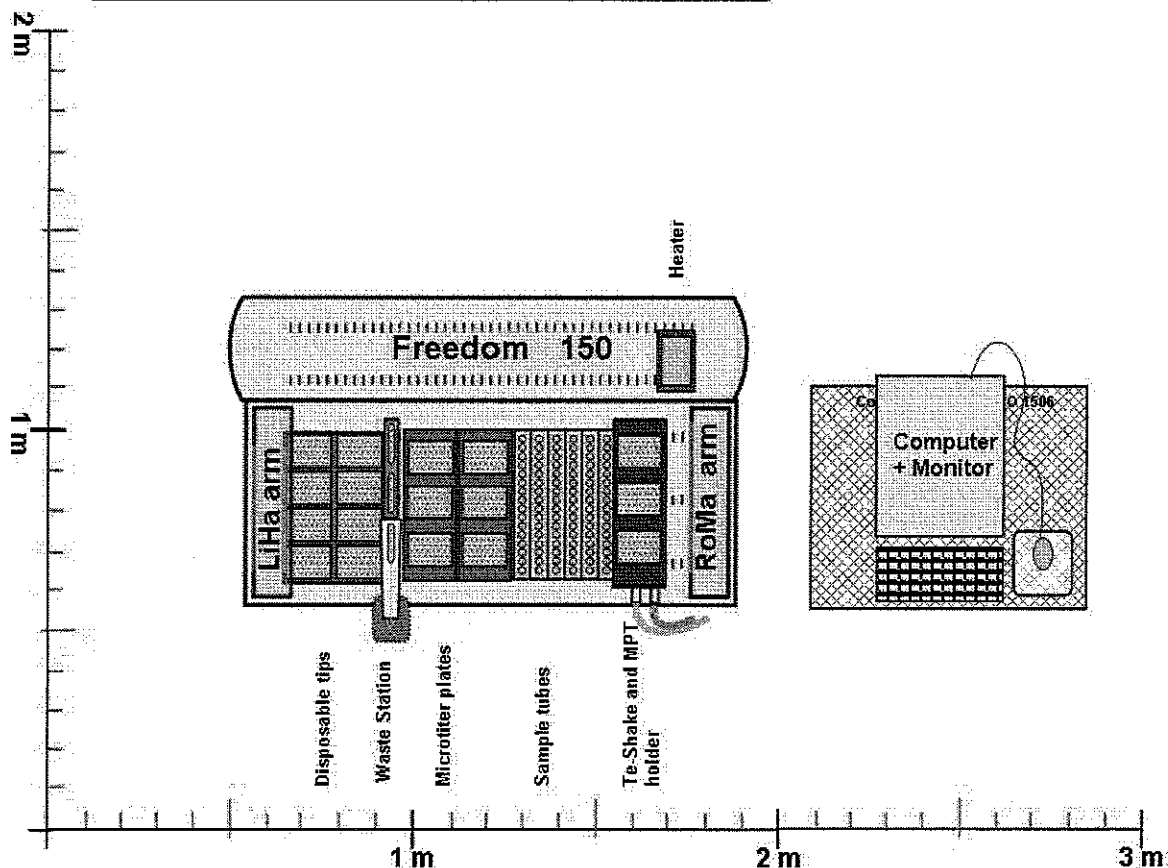
Telephone: 800-352-5128 Fax: 919-361-5201

ORDERING INFO: Faxed, mailed, or e-mailed copy of the PO is required for order processing. Visa, Mastercard and American Express are accepted for orders valued below \$5,000 USD only.

Fax: 919-361-3601

E-Mail: [order.entry@tecan.com](mailto:order.entry@tecan.com)

Client: *West Virginia State Police*  
Date: *February 2007*



**General Information**

Valid To: 07/20/2007

Payment Terms: Pay within 30 days net

Currency: USD

Incoterms: Ex Works Tecan

Delivery: 8-12 weeks

Shipping: Shipping & Handling Charges will be added to the invoice. If special delivery arrangements are necessary (truck with a lift-gate, or inside delivery and unpacking services, or advance notice before delivery), please clearly indicate these needs on the PO.

Acceptance: Customer will accept the above quoted system/ parts when the components are:  
\* Delivered to the above location,

- \* Installed by Tecan personnel,
- \* Basic function of all components checked,
- \* Software is installed and communicating with equipment,
- \* Staff has been trained on basic programming of the system, routine maintenance and cleaning.

Ordering Info: Faxed, mailed, e-mailed copy of the PO is required. Fax = 919-361-3601. E-mail = [order.entry@tecan.com](mailto:order.entry@tecan.com).

The maximum amount allowed for a credit card transaction is \$5,000.

Any images displayed are for example purposes only. Items in image may or may not be listed in this quotation. For all included items, please refer to the items listed above.

This Freedom EVO system is being installed to automate undefined liquid handling and /or laboratory assay procedures. No specific performance or throughput criteria have been specified, other than the basic functionality of the instrument and its components to their published specifications. As quoted, Tecan will install the system, calibrate it to factory specifications, and provide basic user training for the Freedom EVO and the EVOware software. Should any specific application integration time be required, it will incur an additional charge at our daily rate plus applicable travel charges.

As a component supplier, Tecan shall be responsible only to the extent set forth in the warranty accompanying each item of the Equipment. Tecan cannot assume any responsibility or accept liability when your company or end user uses the Equipment as a component in a finished device with a specific application. Further your company shall be solely responsible to comply with regulatory guidelines to include maintaining records and performing required validations. The items listed in this quotation are intended for Research Use Only, not for diagnostic testing.

This quote is subject to and is governed by the General Terms of Sales of Tecan US Inc. as attached to this quote. By accepting this quote and/ or by placing a purchase order for Tecan products, the customer explicitly agrees to these General Terms of Sales of Tecan US Inc. and they shall become integrated part of each sale and purchase contract for Tecan products concluded between the customer and Tecan US Inc. Any additional or deviating terms submitted by the Customer (including without limitation on a purchase order or otherwise) shall not be binding on either party unless explicitly otherwise agreed in writing.

Tecan strives to exceed our customers' expectations. Our goal is to continuously improve the quality of our products and processes in an environment that promotes compliance, integrity and teamwork.

For more information, please contact your local Sales Representative listed above.

## GENERAL TERMS OF SALES of TECAN US Inc

(hereinafter referred to as "Tecan")

### 1. TYPE OF STATEMENT

These general terms of sales ("Terms of Sale") apply to the purchase, sale and delivery of Tecan instruments, Software (as defined in Section 4 below), components, spare parts and consumables or any combination of the foregoing, identified on the attached quote (all together hereinafter referred to as the "Products"). By signing and returning to Tecan the quote to which these General Terms of Sales are attached or by submitting a purchase order for the respective Product(s) to Tecan (whether by facsimile, mail or e-mail), the customer agrees to comply with and to be bound by these Terms of Sale. Deviations from these Terms of Sale can only be agreed on in writing by Tecan. Any additional or deviating terms submitted by the customer (including without limitation on a purchase order or otherwise) shall not be binding on Tecan unless expressly agreed to in writing by Tecan.

### 2. QUOTE AND ACCEPTANCE

Tecan's quote for the delivery of Products is valid for 90 days from the date of receipt of the quote by the customer. None of the offer or project documents provided by Tecan in connection with the quote shall be passed on to third parties nor copied unless Tecan explicitly agrees in writing. Upon Tecan's request, the customer shall return all offer and project documents in connection with unaccepted quotes. Once having accepted a quote or once having submitted a purchase order, the customer shall only have the right to cancel the purchase against payment of a sum equal to [20] percent of the purchase price. Should such cancellation be notified by the customer to Tecan [15] days prior to the agreed delivery date or later, the customer shall pay a sum equal to [70] percent of the purchase price.

### 3. PRICES AND DELIVERY

Tecan's prices in the quotes do not include VAT, local sales, use or other taxes, shipping costs, customs duty and insurance costs, which taxes, costs and duties are the responsibility of customer. Tecan arranges Product shipment and transportation insurance at its own discretion but at the costs of the customer. All Products are delivered to customer Ex-Works (Incoterms 2000) Tecan's factory. Any delivery dates indicated in the quotes are approximate and not binding on Tecan.

### 4. SOFTWARE LICENSE AND RESTRICTIONS

Subject to customer's payment of the price identified on the quote, Tecan hereby grants to customer a non-exclusive, non-transferable, non-sublicensable license to use the Tecan software set forth in the quote (the "Software") and all related documentation provided by Tecan (the "Documentation," and referred to collectively with the Software as the "Software Products") solely for the purpose as identified in software documentation.

Customer shall not, and shall not allow any third party to: (a) reverse assemble, decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code, or underlying ideas or algorithms of the Software; (b) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Software Products for the benefit of any third party; or (c) copy, modify, incorporate into or with other software or create a derivative work of any part of the Software Products. Notwithstanding anything to the contrary in the foregoing, customer may make one (1) copy of the Software Products for back-up purposes only, provided that customer reproduces all copyright notices and other proprietary legends on such copy.

The Software and its underlying source code, including any updates, modifications and enhancements thereto, and any

and all Documentation delivered by Tecan to customer shall at all times remain the sole and exclusive property of Tecan. Customer shall not have any interest in the Software, Documentation, or any part thereof, except for the limited license rights granted to customer hereunder.

Customer understands and agrees that Tecan considers the Software Products to be the proprietary and confidential information of Tecan. Customer agrees to maintain the Software Products in confidence, and except for the right of Customer to make a copy of the Software Products, Customer agrees not to disclose, duplicate or otherwise reproduce, directly or indirectly, the Software Products in whole or in part.

### 5. PASSING OF RISK

The risk of Product loss or destruction passes to the customer upon departure of the shipment from Tecan's factory and/or other Tecan facility where such Product is stored. In case of delay of shipment due to circumstances for which the customer is accountable, the risk passes to the customer upon readiness of the Product for shipment.

### 6. PAYMENTS

Payments are due thirty (30) days after the date of the invoice or, in case an Installation Qualification or an Operational Qualification is carried out and/or supported Tecan, thirty (30) days after Acceptance (as defined in Section 8 below). Upon expiration of this thirty day payment period, any unpaid amounts shall accrue interest in an amount equal to eight percent annually. Customer has no right to offsetting unless the customer's claim was explicitly approved in writing by Tecan. Customer has no right to assign any claims to a third party without the prior written consent of Tecan.

### 7. RETENTION OF TITLE

Tecan keeps full title in all Products delivered to the customer as long as the customer has not fulfilled all of its payment obligations in connection with the delivery of the respective Products. Until customer has paid in full all amounts owed by customer to Tecan with respect to a Product, customer shall not sell, pledge, mortgage, grant security interest or otherwise dispose of any such Product. The customer authorizes Tecan to make registrations or filings with the competent authorities that might be necessary to effect such retention of title. As security for the prompt and complete payment, performance and observance of all of customer's payment and other obligations hereunder (collectively, the "Secured Obligations"), customer hereby pledges, hypothecates, delivers, transfers and assigns to Tecan, and grants to Tecan, a security interest in and to all of customer's right, title and interest in and to the Products, including the Software and Documentation, and all Proceeds (as defined in the North Carolina G.S. § 25-9-102), tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

### 8. VALIDATIONS

Depending on the Products delivered and as agreed between the parties, Tecan may perform an Installation Qualification as well as support an Operational Qualification at the premises of the customer. Installation Qualification is understood as a qualification performed at the time of installation which documents that the installation complies with the manufacturer's specifications. Operational Qualification is understood as a qualification performed subsequent to installation which documents that the supplied equipment performs consistently within limits and tolerances as jointly specified by Tecan and the customer. Customer shall sign a

qualification protocol to confirm the performance of the Installation Qualification and Operational Qualification, such qualification protocol is deemed to constitute the acceptance of the Product ("Acceptance"). It is the customer's responsibility to carry out a Performance Qualification, which is understood as the qualification establishing confidence through appropriate testing and/or calibration procedures that the final result of a specified process or assay meets all release requirements with regard to proper functionality, gauging, and safety. Tecan shall only assist in such Performance Qualification if Tecan agrees to do so pursuant to terms and conditions agreed on between the parties in a separate agreement, and, unless otherwise stipulated in such an agreement, Tecan does not assume any liability for any performance parameters subject to testing in a Performance Qualification.

#### 9. TRACEABILITY

If the customer intends to resell, lease or otherwise dispose of or relocate any Products (other than Software Products which are non-transferable in accordance with Section 4) that are subject to medical device or similar regulations in any jurisdiction to any third party or any other business unit, he/she shall inform Tecan in writing about such intention at least four weeks prior to the actual execution of such transaction or action by indicating the serial number of the Products as well as the identity, location and scope of business of the respective receiver. This obligation shall not affect the customers' general right to dispose of the Products (other than Software Products which are non-transferable in accordance with Section 4) within the boundaries of applicable law. The customer shall at all time keep appropriate records ensuring traceability of each instruments purchased from Tecan and has to allow Tecan and any competent governmental authority access to such records upon request.

#### 10. DISCLAIMER OF WARRANTIES AND LIABILITY & LIMITATION OF REMEDIES

**TECAN WARRANTS FOR THE WARRANTY PERIOD DESCRIBED IN THE NEXT PARAGRAPH THAT THE PRODUCTS MEET THE WRITTEN SPECIFICATIONS THAT MIGHT HAVE BEEN AGREED TO IN WRITING BETWEEN THE PARTIES, BUT MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. IN PARTICULAR, TECAN MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR ANY OTHER IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, DATA ACCURACY AND SYSTEM INTEGRATION. TECAN SHALL NOT BE LIABLE IF THE PRODUCTS OR PARTS OF THE PRODUCTS ARE USED TOGETHER WITH INSTRUMENTS OR SOFTWARE OTHER THAN THOSE DELIVERED BY TECAN. TECAN DOES NOT GUARANTEE THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE**

**THE WARRANTY PERIOD IS 12 (TWELVE) MONTHS BEGINNING WITH THE RECEIPT OF THE PRODUCTS BY THE CUSTOMER OR IN CASE AN INSTALLATION QUALIFICATION OR OPERATIONAL QUALIFICATION IS CARRIED OUT AND/OR SUPPORTED BY TECAN, 12 (TWELVE) MONTHS BEGINNING WITH THE ACCEPTANCE (AS DEFINED IN SECTION 8 ABOVE). THE CUSTOMER SHALL INSPECT THE PRODUCTS IMMEDIATELY AFTER RECEIPT FOR ALLEGED NON-CONFORMANCE WITH AGREED SPECIFICATIONS (HEREINAFTER, SUCH NON-CONFORMANCE REFERRED TO AS A "DEFECT") AND SHALL NOTIFY TECAN IN WRITING OF ANY NON-LATENT DEFECTS WITHIN 10 (TEN) DAYS AFTER RECEIPT OF THE PRODUCTS. OTHERWISE, THE PRODUCTS ARE DEEMED TO BE ACCEPTED WITHOUT RESERVATION AND ANY CLAIMS OF THE CUSTOMER AGAINST TECAN ARE WAIVED, INCLUDING ANY CLAIM OF BREACH OF WARRANTY. THE CUSTOMER MUST NOTIFY TECAN IN WRITING OF ANY ALLEGED LATENT DEFECTS**

**IMMEDIATELY AFTER THEIR DISCOVERY, BUT IN NO EVENT LATER THAN 12 (TWELVE) MONTHS AFTER RECEIPT OR ACCEPTANCE OF THE PRODUCTS.**

**TECAN HAS THE CHOICE, AT ITS SOLE DISCRETION, TO EITHER REPAIR OR REPLACE ANY PRODUCT THAT CONTAINS AN ALLEGED DEFECT. IF SUCH REPAIR FAILS OR THE REPLACEMENT IS DEFECTIVE TOO, THE CUSTOMER HAS THE RIGHT TO EITHER CLAIM FOR A REASONABLE REDUCTION OF THE PURCHASE PRICE OR TO CANCEL THE PURCHASE CONTRACT AND TO RETURN THE PRODUCT(S) IN QUESTION. IN THE LATTER CASE, TECAN HAS NO OBLIGATION TO PAY ANY DAMAGES IN CONNECTION WITH THE DEFECTS, OTHER THAN THE PURCHASE PRICE. HOWEVER, IN CASE OF DEFECTS THAT ARE NOT MATERIAL, THE CUSTOMER DOES NOT HAVE THE RIGHT TO THE CANCELLATION OF THE PURCHASE CONTRACT. CLAIMS THAT ARE DUE TO ORDINARY ABRASION, IMPROPER USE, MODIFICATIONS OF THE PRODUCTS OR ALIKE ARE EXCLUDED. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AND ALL WARRANTIES AND REPRESENTATIONS HEREUNDER WITH RESPECT TO A PRODUCT SHALL BE NULL AND VOID IN THEIR ENTIRETY IN THE EVENT ANY SUCH PRODUCT IS SERVICED, MAINTAINED, REPAIRED, ADJUSTED OR MODIFIED IN ANY MANNER OTHER THAN AS SET FORTH IN THE APPLICABLE PRODUCT MANUAL (AS DEFINED IN SECTION 13 BELOW). THIRD PARTY COMPUTERS THAT MIGHT BE PART OF A DELIVERY ARE EXCLUDED FROM ANY WARRANTY.**

#### 11. LIMITATION OF LIABILITY

**IN ALL CIRCUMSTANCES THE EXTENT OF TECAN'S LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT(S) IN QUESTION. IN NO EVENT SHALL TECAN BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS.**

#### 12. INTENDED USE AND CUSTOMER'S LIABILITY

To the extent required by applicable medical devices law or similar law governing the use of the Products, the Products shall only be used consistent with the purpose, specifications, and fields of application as defined in the quote and/or product description issued by Tecan ("Intended Use"), and shall not be modified or combined with other items in a way not compliant with their Intended Use. The Intended Use also includes a designation of a Product as a single-use device, or a research-use-only product, or general laboratory equipment. Tecan shall not be liable for and does not warrant legal or regulatory compliance for Products operated and/or modified and/or combined with other items beyond their Intended Use. In any event, Tecan's Products are only components and Tecan cannot assume any responsibility or accept liability when the customer or end user uses the Product as a component of an integrated system for a specific application. It is the customer's or user's sole responsible to comply with regulatory guidelines to include maintaining records and performing required validations.

If the customer operates and/or modifies the Products and/or combines them with other items beyond their Intended Use, the customer shall indemnify and hold Tecan harmless from any third parties' claims, including actions taken by public bodies, to the extent such claims or actions arise in connection with customer's operations, modifications, or combinations of the Products beyond their Intended Use. This also applies in case of a resale of Products modified or combined with other items beyond their Intended Use by the customer to third parties.

#### 13. REGULATORY COMPLIANCE OF THE CUSTOMER AND NOTIFICATION OF COMPLAINTS

The customer undertakes to only use, service and maintain the Products in full compliance with all applicable laws and regulatory requirements and any instruction given in Tecan's manuals accompanying the Products (the "Product Manuals"). The customer shall be responsible for complying with all applicable laws and regulations including, but not limited to, any applicable reporting and recordkeeping requirements. The customer shall notify Tecan within a reasonable period of time of any complaints involving the Products and shall cooperate with Tecan in the investigation of complaints and the execution of field actions. The customer shall ensure maintenance of the Products by qualified personnel only. Upon request of Tecan, the customer shall provide Tecan with all relevant service documentation. If the customer fails to ensure legal or regulatory compliance with respect to the use, service and maintenance of the Products, or does not ensure that Products are maintained by qualified personnel, the customer shall indemnify and hold Tecan harmless from damages, losses, claims and expenses to the extent such damages, losses, claims and expenses arise in connection with the customer's failure to ensure legal or regulatory compliance or the customer's failure to ensure that Products are maintained by qualified personnel.

**14. PLACE OF JURISDICTION AND APPLICABLE LAW**  
Any dispute or any claims arising out of this Agreement shall be exclusively brought before and decided by the U.S. District Court for the Eastern District of North Carolina, or such other jurisdiction as the parties may mutually agree upon. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (excluding the choice of law rules thereof). The Vienna Convention on Contracts for the International Sales of Goods is excluded.

**15. MISCELLANEOUS**  
Should any provision of the these Terms of Sales or any other contractual arrangement between the parties referring to these Terms of Sales be or become invalid, the other provisions shall not be affected and the parties shall use their reasonable endeavours to reach agreement to have the invalid provision replaced by a valid arrangement which comes as close as possible to the purpose of the invalid provision and to the intention of the parties related to such provision. These General Terms of Sale and the quote to which they are attached constitute the entire agreement between and understanding of the parties, and supersede all prior agreements or understandings, whether written or oral, with respect to this subject matter. Except as expressly stated herein, no terms, conditions, or warranties, other than those written in these Terms of Sale, and no amendments or modifications of these Terms of Sale will be binding on the parties unless in writing and signed by Tecan and customer.

**Customer's acceptance:**

\_\_\_\_\_  
(Place and date)

\_\_\_\_\_  
(Customer's name)

\_\_\_\_\_  
(Signature)



## **WARRANTY STATEMENT**

TECAN'S Warranty covers the labor and the materials for adjustments, repairs, and replacements of components as necessitated by normal use of the equipment to certain actions on the part of the user, except as hereinafter provided. TECAN may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those authorized by TECAN; or if parts, accessories or components not authorized by TECAN are fitted to the equipment. This agreement shall become effective upon receipt by TECAN of the Installation Report.

Other than the obligations set forth herein. TECAN disclaims all warranties, expressed or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. There are no warranties, which extend beyond the description on the face hereof. TECAN shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment.

This Agreement shall be generated by and construed according to the laws of the state of North Carolina. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized representatives of TECAN and the customer.

### **Warranty Agreement Includes:**

1. Parts, (except consumables), labor, and TECAN service expenses for equipment failure.
2. At the customer's request, TECAN will provide one (1) scheduled preventive maintenance visit during Warranty. Consumables needed to perform customer requested preventative maintenance are the responsibility of the customer to order at its expense. (Consumable parts typically include, but are not limited to, valves, syringes, tips, tip assemblies, and tubing.) All parts and labor necessary to the operation of the equipment, (excluding consumables), will be furnished at no additional charge during service calls covered by this warranty.
3. TECAN will respond to a call for service within 24 hours; however, prior to any shipment of repair parts or visit by TECAN service representative, all pertinent diagnostic programs, tests, simple/basis troubleshooting must be performed by customer and an accurate description of the fault/error provided.
4. The customer agrees to replace caged boards and diluter/dispenser assemblies as basic repairs or as part of fault diagnosis. TECAN will provide phone support for the above.
5. The customer agrees to maintain the instrument in good repair in accordance with prescribed maintenance schedules.
6. All parts replaced or removed under warranty become the property of TECAN and must be returned to TECAN within 15 days or customer will be charged list price for the part.
7. Warranty is (12) months from date of installation, and will not extend past (13) months from date of shipment.

### **Warranty Agreement Does Not Include:**

1. Performing routine tasks such as cleaning and maintenance covered in the Operator's Manual.
2. Installation of software, programming, applications development, process validations, or setting of deck rack data subsequent to the installation of the instrument.
3. Moving or reinstalling the instrument.
4. Repair or replacement of parts damaged as a result of operator error, negligence, or reprogramming error. Also, painting or refinishing of parts or the frame of the instrument.
5. Replacement of any non-TECAN authorized part or any part installed by other than TECAN authorized personnel.
6. Training of an operator subsequent to the initial training done as part of the installation process.
7. Computers or peripherals not specifically covered.



# AFFIDAVIT

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Tecan US

Authorized Signature: *Patty M... [Signature]* Date: 4/23/07