



850 Lincoln Centre Drive
Foster City, CA 94404 U.S.A.
T 650.570.6667 F 650.572.2743
www.appliedbiosystems.com

Via Federal Express

December 11, 2008

Ms. Roberta Wagner
State of West Virginia
Department of Administration
Purchasing Division
Building 15
2019 Washington St East
Charleston, WV 25305-0130

RE: Request for Quotation No. LBS90082; Due December 18 at 1:30 PM

Dear Ms. Wagner:

Applied Biosystems (AB) is pleased to respond to the above referenced Request for Quotation with the enclosed, which includes our Quotation No 20530138 for a 7500 Fast Real-Time PCR System. Also included are the State's completed bid documents and a technical brochure. Please note that this Quotation is valid only through December 19, 2008.

Please be sure to reference the appropriate Quotation number on any resulting Purchase Order(s).

If you have any questions regarding this bid, please contact me as noted below. For technical questions or questions about pricing, please contact sales representative Molly Schneider at 800-248-0281, ext 7283.

Sincerely,

Tracy Buie
Contracts Specialist
Phone: 800-327-3002
Direct Dial: 650-638-5126
Fax: 650-638-5143
Email: tracy.buie@appliedbiosystems.com

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PURCHASING DIVISION
STATE OF WV

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



Quotation

North American
Sales and Service
850 Lincoln Centre Drive
Foster City, CA 94404 U.S.A.
(800)874-9868; F(650)638-5875

To: Roberta Wagner
WV Dept of Hlth and Human Srvcs
BPH-Laboratory Services
167 11th Ave
SOUTH CHARLESTON WV 25303

Quote No.: 20530138
Quote Valid To: 12/19/2008
Quote Date: 12/11/2008
Pay Terms: Net 30 Days
Freight Terms: FOB DESTINATION - FRT QUOTED

Telephone No. 304-558-0067
Fax No.

**Please reference Quote No.
when placing your orders.**

Item	Part Number	Description	QTY	Unit List Price	Unit Net Price	Total Extended Price
0001	4365463	QST,7500 FAST REAL-TIME,TOWER,SVC INS PRODUCT DESCRIPTION Applied Biosystems 7500 Fast Real-Time PCR System with Tower Computer for QST Applications. INCLUDES Dell Business Line Tower Computer ,see (www.appliedbiosystems.com/7500Fast) for latest specifications Chemical Installation Kit including Master Mix, RNaseP primer Probe set, Dye Calibration Kits RNaseP Instrument Verification Kit Documentation Set including Site Preparation and Safety Guide Installation and Maintenance Guide Chemistry Guide	1.00	49,900.00	49,900.00	49 900.00

Warranty Information Applied Biosystems' product warranties are included with shipment of its products, or you may call Applied Biosystems for a copy of any product warranty. The warranty period for instruments begins on the earlier of the date of installation or ninety (90) days from the date of shipment for instruments installed by Applied Biosystems personnel. For instruments installed by the buyer or anyone other than Applied Biosystems, the warranty period begins on the date the instrument is delivered. Unless otherwise expressly indicated on Applied Biosystems' quotation, Applied Biosystems makes no warranty whatsoever in regard to products furnished by third parties. Such products are subject to the warranties, if any, of their respective manufacturers to the extent they are transferable or otherwise available to Applied Biosystems' customers.

Terms and Conditions. This quotation, including Applied Biosystems' General Terms and Conditions of Sale furnished with this quotation, and, if software is included, Applied Biosystems' applicable end user software license agreement, sets forth the terms on which Applied Biosystems is offering to sell the product(s) listed on this quotation. Applied Biosystems' end user license agreement for instrument operating software can be found on Applied Biosystems website, at: <http://www.appliedbiosystems.com/legal>. Licenses for stand alone software are in click wrap form. You may contact Applied Biosystems for a copy at any time. By issuing a purchase order or otherwise ordering the product(s), the customer expressly agrees to these General Terms and Conditions of Sale (and operating software end user software license agreement, if applicable) to the exclusion of all others not expressly agreed to in writing by an authorized representative of Applied Biosystems. If you have any questions, please call Applied Biosystems' Customer Account Services at 800-874-9868. Stenographical/clerical errors are subject to correction. Most recent quotation will supersede all prior quotations. All amounts are in USD.

Sales Representative: Molly Schneider

Prepared by: George Cook



Quotation

North American
Sales and Service
850 Lincoln Centre Drive
Foster City, CA 94404 U.S.A
(800)874-9868; F(650)638-5875

QUOTE NO.: 20530138
QUOTE VALID TO: 12/19/2008
QUOTE DATE: 12/11/2008

To: Roberta Wagner
WV Dept of Hlth and Human Srvc

**Please reference Quote No.
when placing your orders.**

Item	Part Number	Description	QTY	Unit List Price	Unit Net Price	Total Extended Price
		Getting Started Guides for all major real-time PCR applications including Absolute Quantitation Relative Quantitation (Gene Expression measurement) Allelic Discrimination (SNP genotyping assays) + B6Plus/Minus (presence/absence assays) Primer Express primer and probe design software WARRANTY Warranty of one year parts labor and service travel UL Approved CUL Approved TRAINING One-day onsite training package provided by a Field Applications Specialist				
0002	4363619	TF 7500 FAST SDS	1 00	0.01	0 00	0 00
0003	4362214	TF,FAST 7500 CHEMICAL INSTALL KIT	1 00	0.01	0 00	0 00
0004	ZG11-SC7500-FAST	AB Assurance 1PM 7500-FAST This AB Assurance Plan is subject to and governed by the Applied Biosystems Service Agreement Terms and Conditions attached to this Quotation, rather than Applied Biosystems' General Terms and Conditions of Sale. By ordering or otherwise accepting an Applied Biosystems AB Assurance Plan, you agree to these Service Agreement Terms and Conditions to the exclusion of all other terms relating the AB Assurance Plan not expressly agreed to in writing by an authorized representative of Applied Biosystems	1 00	5 715.00	5,715 00	5 715 00
		Estimated Shipping and Handling:				661 28
		All orders made in reference to this quotation must include all part numbers and quantities as listed. If you would like to modify this order, please contact your Sales Representative at 1-800-874-9868.				



Quotation

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Sales and Service
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To: Roberta Wagner
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Item	Part Number	Description	QTY	Unit List Price	Unit Net Price	Total Extended Price
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To place your Applied Biosystems order:

For INSTRUMENTS: Fax # 650-638-5875, Attn: Sales Administration

For CONSUMABLES: Fax #650-638-5998, Attn: Order Administration or phone 1-800-327-3002

-OR-

Visit us on the web at www.appliedbiosystems.com

Applied Biosystems Financial Services (ABFS) can arrange competitive and flexible lease financing solutions for Applied Biosystems instruments.* Maintenance services as well as instrument consumables from Applied Biosystems can also be conveniently accommodated in ABFS lease offerings

Please visit ABFS online at <http://home.appliedbiosystems.com/service/financing> or call us at 1-877-732-2002 or email us directly at abfs@appliedbiosystems.com to learn about how our financing program can meet your instrument financing needs

* ABFS lease financing solutions are subject to credit approval and satisfactory documentation.

APPLIED BIOSYSTEMS GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale ('Terms') shall govern all orders for and purchases of products and services from Applied Biosystems ("AB") including installation of equipment, unless other terms are specifically designated by AB to apply to a specific product or service, or AB and buyer have entered into a master purchase agreement or other written agreement that expressly provides that its terms supersede and replace these Terms with respect to the products or services covered by the master purchase or other agreement (See Section 12, SOLE TERMS INCONSISTENCIES, ORDER OF PRECEDENCE)

1. PRICE. The price for any product or service (hereinafter collectively "Product") shall be the price stated in AB's quotation to buyer for the Product ("AB's Quotation") or, if AB has not issued a quotation, AB's list price of the Product at the time AB receives buyer's purchase order. AB's quotations are valid for 30 days from the quotation date unless otherwise stated in AB's Quotation. If AB's price is stated by reference to a price list then the price shall be AB's list price in the jurisdiction in which the Product is to be delivered or performed in effect at the time AB receives buyer's purchase order. Prices stated are exclusive of all taxes, fees, licenses, duties, levies or other governmental assessments ("Taxes") and, unless otherwise stated in AB's Quotation shipping and handling charges, freight and insurance. All Taxes related to Product shall be paid by buyer (other than taxes assessed against AB's net income) or in lieu thereof, buyer shall provide AB with a tax exemption certificate acceptable to the relevant taxing authorities. Taxes and other charges payable by buyer may be billed as separate items on AB's invoice.

2. PAYMENT TERMS; COLLECTION COSTS; SECURITY TERMS. Payment terms are net 30 days from date of AB's invoice. If AB deems buyer to be or to have become uncreditworthy, AB shall have the right to require alternative payment terms, including without limitation sight draft, letter of credit, or payment in advance. Payment for partial shipments shall be based on unit or prorated prices, and payment for partial installation(s) shall be based on percentage of completion of installation, as reasonably determined by AB. If payment is not received by the due date, AB may assess and buyer agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate, whichever is less, of the amount due from the due date to the date of payment. If AB retains a collection agency or attorney to collect unpaid amounts, AB may invoice buyer for, and buyer will pay, all reasonable costs of collection, including without limitation reasonable attorneys fees. Buyer hereby grants to AB and AB reserves a purchase money security interest in all tangible Product purchased from AB, and in any proceeds thereof, for all amounts owing to AB for or related to such Product. Upon request by AB, buyer shall sign any reasonable documents required for AB to perfect such security interest and to the fullest extent permitted by law, buyer hereby expressly grants AB authority and a limited power of attorney to file financing statements and amendments thereto for and on behalf of buyer for such Product and any proceeds thereof. Payment in full of all amounts owed for and related to such Product shall release such security interest in the Product and proceeds.

3. CREDIT TERMS. AB may, at any time and in its sole discretion, limit or cancel the credit of buyer as to time and amount, suspend shipments, demand payment in cash before delivery of Product, or demand other assurances of buyer's performance. If buyer fails to agree and comply with the different terms of payment demanded, or fails to give adequate assurances of performance, AB may, without prejudice to any other right or remedy AB may have: (i) by notice to buyer, treat such failure or refusal as a repudiation by buyer of that portion of buyer's order not then fully performed, whereupon AB may cancel all further deliveries, and any amounts unpaid for non-cancelled Product shall immediately become due and payable; or (ii) make shipments under reservation of a security interest and demand payment against tender of title documents.

4. ACCEPTANCE OF ORDERS, DELIVERY, TITLE AND RISK OF LOSS, INSTALLATION. AB may accept or reject any buyer purchase order for Product in whole or in part. If a purchase order is accepted AB will use reasonable efforts to ship tangible Product or perform services, including equipment installation if agreed to by AB, subject to the purchase order within a reasonable time after ordered, or, if a shipment, service commencement or installation date is indicated in AB's Quotation or otherwise agreed upon in writing by an authorized representative of AB on or before such date AB may make delivery in installments, and each installment shall be deemed to be a separate sale. AB may render a separate invoice for each installment which invoice shall be paid without regard to prior or subsequent installments. Unless indicated otherwise in AB's Quotation, title and risk of loss with respect to all Products except Products that are software or services, and risk of loss with respect to software, shall pass from AB to buyer upon transfer of possession of the Product to a common or other third party carrier at AB's facility. If AB has undertaken to install a Product, it is buyer's responsibility, at buyer's cost to have the installation site prepared and available for installation free of hazardous or unsafe conditions and unless AB otherwise agrees to move the Product, uncrated from the buyer's delivery dock or receiving location to the table top or other place of installation. Buyer shall not assign AB personnel to work in biosafety level 3 or level 4 laboratories without prior written notice to AB and AB's consent.

5. CANCELLATION AND DEFERRAL BUYER MAY NOT CANCEL ANY PURCHASE ORDER. However, unless otherwise stated in AB's Quotation, buyer may defer the shipment date one time for up to 60 days for instruments and other hardware, and up to 30 days for reagents, consumables and other tangible Product, by giving written notice to AB at least 30 days before the scheduled shipment date for instruments and other hardware, and at least 10 days before the scheduled shipment date for other Product.

6. REJECTION AND RETURN OF GOODS. Any claims for damaged, missing or defective Product must be reported in writing by buyer within 15 days from the date of buyer's receipt of the Product. In addition, buyer must promptly return a rejected Product to AB, C.O.D. unused and in a condition no worse than that delivered to buyer and in the Product's original containers and packing material, accompanied by a valid return authorization number obtained from AB. AB may refuse any Product not timely rejected or sought to be returned without a valid return authorization number. For any valid claim timely made, AB, at its option, may repair the Product or replace the Product with an identical or substantially similar Product. Shipping charges will not be credited. **THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR DAMAGED OR MISSING PRODUCT, AND, EXCEPT FOR EXPRESS WRITTEN WARRANTY RIGHTS, FOR DEFECTIVE PRODUCT.** AB may require that buyer sign and deliver a properly completed certificate of decontamination prior to returning any Product.

7. LIMITED WARRANTY. AB makes only those warranties with respect to Product expressly identified as "warranties" and set forth in AB's current operating manual or catalog, or in a specific written warranty included with and covering Product, if any. Warranties are made only to the buyer purchasing the Product directly from AB, are not transferable and do not extend to the benefit of any other person or entity, unless otherwise expressly stated in writing by AB. **ANY PRODUCT NOT COVERED BY AN EXPRESS WRITTEN WARRANTY IS SOLD AND PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED.** Any description of Product recited in AB's Quotation is for the sole purpose of identifying Product, and any such description is not part of any contract between AB and buyer and does not constitute a warranty that Product shall conform to that description. Any sample or model used in connection with AB's Quotation is for illustrative purposes only and is not part of any contract between AB and buyer and does not constitute a warranty that Product will conform to the sample or model. No affirmation of fact or promise made by AB, whether or not in AB's Quotation shall constitute a warranty that Product will conform to the affirmation or promise. Unless otherwise specified in

writing in documentation shipped with Product or otherwise agreed by AB in writing, AB does not provide service or support for custom products or other products made to buyer's specifications. **THE WARRANTIES IDENTIFIED IN THE FIRST SENTENCE OF THIS PARAGRAPH ARE AB'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCT AND ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS), WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.**

8. INTELLECTUAL PROPERTY AND RELATED INDEMNITY.

8.1 BY AB. Subject to the restrictions set forth in this Section 8 and provided buyer complies with its obligations in this Section 8, AB agrees to defend buyer and indemnify buyer from and against any infringement damages finally awarded, in any legal action or proceeding brought by a third party against buyer to the extent that such action is based on a claim that the manufacture and sale of a Product by AB infringes any United States or foreign patent, copyright, trademark or other intellectual property right of such third party if AB had actual knowledge of such intellectual property right and infringement at the time of delivery of the Product to buyer. Notwithstanding the foregoing, AB shall have no liability or obligation under this Section 8 with respect to any claim of infringement based upon: (i) modifications to any Product made by buyer or a third party; (ii) manufacture, assembly, labeling or branding of Product by AB pursuant to specifications or designs or requests for specific labeling or branding furnished by buyer. Notwithstanding anything herein to the contrary, AB shall have no indemnification obligations with respect to Product originating from a third party and provided under these Terms. Buyer's sole right to indemnification with respect to such third party Product shall be pursuant to the original manufacturer's or licensor's indemnification obligations if any to the extent provided by the original manufacturer or licensor.

8.1.1 Buyer's Obligations. Buyer must notify AB in writing of any claim for which it may seek defense and indemnity from AB hereunder promptly after becoming aware of such claim, make no admission of liability with respect to the claim, and cooperate with and provide reasonable assistance to AB, at AB's expense with respect to reasonable out of pocket expenses paid by buyer to third parties for such assistance, in the defense or settlement of such claim. AB shall have sole authority to defend and/or settle any claim under this Section 8. AB's obligations under this Section 8 are contingent upon buyer's compliance with all of the foregoing.

8.1.2 Remedy for Infringement, Rights of AB, Exceptions. If any Product or portion thereof is subject to a suit or other legal proceeding claiming that the Product or such portion infringes a third party's intellectual property right, or in AB's opinion is (are) likely to become subject of such a claim, AB shall, at its option, have the right to either: (a) procure for buyer the right to continue using the Product; or (b) modify the Product so that it becomes non-infringing; or (c) require buyer to return the Product and upon return refund to buyer the price actually paid by buyer for the Product, less a reasonable amount for use, damage and obsolescence; or (d) substitute for the alleged infringing Product other suitable, non-infringing Products with comparable functionality.

8.1.3 ENTIRE LIABILITY. THE FOREGOING STATES THE ENTIRE LIABILITY OF AB, AND THE EXCLUSIVE REMEDY OF BUYER, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF PATENT, COPYRIGHT, TRADE SECRET OR ANY OTHER INTELLECTUAL PROPERTY RIGHT BY OR IN CONNECTION WITH ANY PRODUCT.

8.2 BY BUYER FOR BUYER'S MODIFICATIONS OR SPECIFICATIONS. If buyer modifies any Product or furnishes AB with specifications or designs or requests for specific labeling or branding, buyer agrees to defend, indemnify and hold AB harmless against all liabilities, damages, costs, expenses and claims arising from or based upon buyer's modifications or AB's manufacture and sale of Product or other performance in compliance with such specifications or designs or requests for labeling or branding.

9. COMPLIANCE WITH LAWS, USE OF PRODUCT, VALIDATION. Without limiting the generality of the paragraph above entitled "LIMITED WARRANTY" unless otherwise expressly stated in writing by AB, no claim or representation is made or intended (i) as to any clinical use of any Product (whether diagnostic, prognostic, therapeutic, blood banking or any other clinical use), (ii) that any Product has been cleared, approved, registered or otherwise qualified (collectively, "Approval") by AB with any regulatory agency for use in any clinical procedure or for other use requiring compliance with any federal, state, provincial, European or any other governmental agency or regulatory body regulating diagnostic, therapeutic blood or other clinical products, medical devices or similar products (collectively, "Regulatory Laws"), (iii) that any Product will satisfy the requirements of any governmental body or other organization, including, but not limited to, the United States Food and Drug Administration or the International Organization for Standardization or (iv) that any Product or its performance is suitable or has been validated for any specific use or application. Product should not be used for any purpose that would require Approval unless proper Approval is obtained, or in the case of use in diagnostic laboratory systems and then only to the extent permitted by law, the laboratory has validated its complete system as required by the Clinical Laboratory Improvements Act of 1988 as amended, in the United States or equivalents in other countries. Buyer agrees that if it elects to use Product for a purpose that would subject buyer, its customers or any Product to the jurisdiction of Regulatory Laws or other applicable law, buyer shall be solely responsible for obtaining any required Approvals or other approvals and otherwise ensuring that its use of any Product complies with such laws. Unless otherwise expressly stated in writing, Products have not been tested by or for AB for any particular use or purpose or for safety or efficacy. Buyer agrees that it is buyer's responsibility, and not AB's, to validate the performance of Products for any specific use or application and to ensure that Products meet applicable regulatory, certification, validation or its other requirements, since the use and performance characteristics of Products have not been validated by AB for any specific use or application, except as may be otherwise expressly set forth by AB in writing. Product should be used in strict accordance with applicable instructions, warnings and other information in user manuals and other Product documentation.

10. FORCE MAJEURE. AB shall not be liable for any delay or failure of performance, including without limitation failure to deliver or failure to install, where such delay or failure arises or results from any cause beyond AB's reasonable control, including, but not limited to flood, fire, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure, unusually severe weather, earthquake or other act of God, power loss or reduction, strike, lock-out, boycott or other labor disputes of any kind (whether relating to its own employees or others), embargo, governmental regulation or an inability or delay in obtaining materials. In the event of any such delay or failure of performance, AB shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances; and AB shall also have the right, to the extent necessary in AB's reasonable judgment, to apportion Product then available for delivery fairly among its various customers in such manner as AB may consider equitable.

11. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL AB BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, MULTIPLE OR CONSEQUENTIAL

DAMAGES SUSTAINED BY BUYER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR CAUSED BY PRODUCT, AB'S PERFORMANCE OR FAILURE TO PERFORM ITS OBLIGATIONS RELATING TO THE PURCHASE OF PRODUCT OR PERFORMANCE OF SERVICES, AB'S BREACH OF THESE TERMS, THE POSSESSION OR USE OF ANY PRODUCT, OR THE PERFORMANCE BY AB OF ANY SERVICES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT AB IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR BUSINESS OR OTHER FINANCIAL LOSS.

12. SOLE TERMS; INCONSISTENCIES; ORDER OF PRECEDENCE These Terms, together with AB's Quotation, any applicable label license or patent statement or other written conditions of use, any other terms and conditions expressly agreed to in writing by an authorized representative of AB "(collectively, AB's Terms"), and buyer's statement on its purchase order (if accepted by AB) of the name or identity of the Product(s) purchased quantity, delivery date, bill to and ship to address and, if accurate, price (and only such information on buyer's purchase order), constitute the complete, exclusive and entire agreement between AB and buyer with respect to purchases of Product (unless other terms and conditions are expressly designated to be applicable by AB in writing), and AB's offer to sell Product is expressly limited to such terms. Such terms shall take precedence over and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, and any of buyer's additional or different terms and conditions, which are hereby rejected and shall be void. Buyer's submission of a purchase order or other instrument for or regarding the purchase of Product, whether or not in response to an AB Quotation, shall be deemed acceptance of and agreement to AB's Terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order (except the name or identity of products purchased, quantity, delivery date, bill to and ship to address and if accurate, price) or other instrument which are hereby deemed to be material alterations and notice of objection to which is hereby given, notwithstanding anything contained to the contrary in buyer's purchase order or other instrument or elsewhere. Any acceptance by AB of any offer of buyer is expressly conditioned on buyer's assent to and acceptance of AB's Terms to the extent they are additional or different terms from those of buyer's offer. Except as otherwise provided in these Terms, in the event of an inconsistency between these Terms and the terms appearing on AB's Quotation or other agreement signed by an authorized representative of AB, the terms appearing on AB's Quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these Terms, and all other provisions of these Terms shall remain in full force and effect.

13. NO IMPLIED RIGHTS. Nothing in these Terms shall be deemed or construed (i) as a license or grant of any intellectual property rights, whether express, implied, by estoppel or otherwise; (ii) to limit AB's rights to enforce its patent or other intellectual property rights including, without limitation, as to use of any Product beyond that granted under any patent or other intellectual property label license or statement applicable to the Product; (iii) as granting buyer any right to be supplied with any Product or component thereof beyond those ordered by buyer and supplied by AB in accordance with these Terms; or (iv) as a license or grant of any right to buyer to manufacture or to have manufactured any Product.

14. CHOICE OF LAW. Any contract between AB and buyer relating to Product, including these Terms, and any disputes relating thereto shall be governed by and construed in accordance with the laws of the State of California, U.S.A., excluding both its choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.

15. EXPORT CONTROLS. Buyer agrees that it will not export or transfer Product for re-export in violation of any United States laws or the laws of any other jurisdiction or to any denied or prohibited person, entity or embargoed country in violation of such laws.

16. MISCELLANEOUS. No amendment of AB's Quotation or these Terms or modification thereof shall be binding unless in writing and signed by a duly authorized representative of both AB and buyer. AB's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these Terms for any other purpose. If any provision of these Terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or enforceability, be severed without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect.

17. ADDITIONAL TERMS AND CONDITIONS OF SALE FOR OLIGONUCLEOTIDE PRODUCTS, INCLUDING SPECIAL TERMS TO PROTECT CUSTOMER CONFIDENTIAL INFORMATION. THE FOLLOWING TERMS AND CONDITIONS OF SALE FOR PRODUCTS THAT ARE OLIGONUCLEOTIDE PRODUCTS, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH ABOVE, APPLY TO THE PURCHASE AND SALE OF ALL APPLIED BIOSYSTEMS OLIGONUCLEOTIDE PRODUCTS, INCLUDING TAQMAN® ASSAYS, TAQMAN® LOW DENSITY ARRAYS AND CUSTOM OLIGONUCLEOTIDE SYNTHESIS PRODUCTS.

17.1 DEFINITIONS. The following definitions apply to these Additional Terms and Conditions of Sale for Oligonucleotide Products.

"Confidential Information of Buyer" means each Nucleic Acid Sequence specified by buyer in writing to AB that is intended to be detected by use of a Custom Product or to be included in primers and probes or other oligonucleotide Products manufactured by AB and sold to buyer, and the facts that buyer placed orders for Products containing or intended to detect such sequence and that buyer ordered oligonucleotide Products from AB containing or intending to detect such sequence.

"Custom Product" means (i) an Oligonucleotide Kit that is intended to detect a Nucleic Acid Sequence specified by buyer, or (ii) primers and probes or any other oligonucleotide Product that includes a Nucleic Acid Sequence or other non-off-the-shelf elements or features, specified by buyer.

"Nucleic Acid Sequence" means the nucleic acid sequence of a genome intended to be detected by use of an Oligonucleotide Kit or that is specified as being included in other oligonucleotide Products.

"Oligonucleotide Kit" means a Product that consists of a combination of reagents and other products that includes at least one oligonucleotide based primer or probe, that is sold by AB as an assay kit, and the use of which is intended to detect at least one specific nucleic acid sequence in a sample.

"Synthesis" means the design (where applicable) or manufacture by AB of Custom Kits or other oligonucleotide Products for delivery to buyer.

17.2 AB'S EVALUATION OF CUSTOM KIT ORDERS. AB may decline the Synthesis, at any stage of the Synthesis process, of any Custom Product ordered by buyer that AB deems to be unsuitable or commercially impractical for Synthesis, whether on technological, cost or other grounds. AB will give written notice to buyer within a reasonable time following its determination to decline Synthesis of a Custom Product. Buyer shall have no obligation to pay any fees for time and materials, or for any other expenses incurred by AB, in connection with any declined Custom Product. All Custom Product orders not declined by AB must be paid for by buyer, and orders may not be cancelled or changed by buyer without the written consent of AB. Buyer understands and agrees that buyer's obligation to pay for all Custom Products that AB proceeds to Synthesize and deliver is firm and irrevocable regardless of the number of Custom Products declined for

Synthesis in a given order. Each purchase order for Custom Products must be for the total amount payable for all Custom Products ordered. The amount corresponding to the charges applicable to declined Synthesis will be reflected in AB's invoice for the order.

17.3 BUYER'S REPRESENTATIONS By submitting an order, buyer represents, warrants and agrees that:

- (i) buyer will provide AB with all information known to buyer regarding biological, radiological and chemical hazards associated with the handling, transport, exposure to or other use of any materials supplied to AB by buyer;
- (ii) buyer has the right to cause the sequences that buyer has requested AB to manufacture to be manufactured by AB and sold to buyer, that such sequences and the manufacture and sale thereof to buyer will not infringe or result from the misappropriation of the intellectual property rights, including without limitation patent, copyright, trademark and trade secrets, of any third party anywhere in the world (provided that the foregoing shall not be deemed a representation or warranty with respect to methods of manufacture employed by AB), and that the materials buyer furnishes to AB will not infringe or result from the misappropriation of any such intellectual property rights; and
- (iii) the oligonucleotide Products and components thereof sold to buyer shall be for buyer's own internal research and development use only and shall not be resold or otherwise transferred or conveyed to any third party without the prior express written consent of AB.

17.4 CONFIDENTIAL INFORMATION OF BUYER. AB agrees that for seven (7) years after the disclosure by buyer to AB of Confidential Information of Buyer, AB shall not disclose such Confidential Information of Buyer to any third party and will use at least the same degree of care as it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care, to prevent the disclosure of such Confidential Information of Buyer to any third party. This undertaking of confidentiality shall not apply to, and AB shall have no obligations under this paragraph with respect to, any Confidential Information of Buyer that (a) was in AB's possession before receipt from buyer, (b) is or becomes a matter of public knowledge or part of the public domain through no fault of AB, (c) is rightfully received by AB from a third party that was not obliged to keep such information confidential, (d) is developed by AB without reference to Confidential Information of Buyer or (e) is disclosed by AB with buyer's prior written approval. Notwithstanding the foregoing, AB may disclose Confidential Information of Buyer to the extent required to comply with governmental regulations and other applicable laws or to respond to subpoena or other compulsory legal process, provided in all cases that AB takes reasonable and lawful actions to avoid or minimize the extent of such disclosure and notifies buyer in writing as far in advance of the date of disclosure as is reasonably feasible so that buyer to the extent feasible will have an opportunity to seek to prevent or limit disclosure.

17.5 INTELLECTUAL PROPERTY RIGHTS. Any inventions (patentable or otherwise), discoveries, developments, improvements, information, data, compounds, formulae, know-how or other results that are conceived, developed, discovered, reduced to practice, or generated by or for AB or jointly by buyer and AB and that relate or apply to the processes and methods used in or related to the Synthesis of oligonucleotide Products or otherwise in connection with designing or manufacturing oligonucleotide Products, including without limitation primers and probes, shall be and remain the sole and exclusive intellectual property of AB, and buyer hereby transfers and assigns all of its right, title and interest in and to any such joint intellectual property to AB. Buyer will take reasonable steps, upon the request and at the expense of AB to assist AB to secure, evidence and record AB's rights in such intellectual property.

APPLIED BIOSYSTEMS PERFORMANCE AGREEMENT TERMS AND CONDITIONS

- 1 These Performance Agreement Terms and Conditions shall govern all orders for and purchases from Applied Biosystems (herein called "AB") of Performance Plans and other agreements for services relating to instruments and other equipment, including the maintenance repair, installation, relocation or servicing of instruments and other equipment, and sets forth the agreement between AB and its customer regarding the performance of such services unless other terms are specifically designated by AB to apply to a specific service (See Section 20 below).
- 2 Services under all Performance Plans of AB are provided during normal working hours (Monday through Friday, 8:00 AM to 5:00 PM, excluding holidays) Planned maintenance ("Planned Maintenance") will be performed in accordance with AB's Planned Maintenance procedures and checklist for the instrument or component being serviced.
- 3 The decision to repair or replace any parts of the instrument will be made by AB on the basis of which approach will provide the Customer with the best service Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of AB
- 4 AB will use reasonable efforts under the circumstances to provide service as quickly as possible The service will be scheduled at a time mutually agreed upon by AB and the Customer
- 5 AB warrants that it will provide its services at least in accordance with generally accepted standards prevailing in the instrument repair industry at the time and place performed Warranty claims must be made within ninety (90) days after services are performed **AB MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. AB'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES AT AB OPTION THESE ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.**
- 6 This Performance Agreement does not cover replacement of parts, costs, repairs or adjustments due to Year 2000 non compliance or for defects caused by or repairs necessitated by acts of nature, misuse carelessness or unauthorized changes to the instrument made by the Customer Customer's employees, agents or an unauthorized contractor This Performance Agreement also does not require AB to repair or replace parts that are radioactive or contaminated with biological toxic or other dangerous materials or substances
- 7 This Performance Agreement does not cover costs, repairs or adjustments made necessary by connection of the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument or by any interruption or surge in voltage (see Instruction Manual for specifications).
- 8 Payment terms are net 30 days from date of AB's invoice to customer. If payment is not received by the due date, AB may assess and customer agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate, whichever is less, of the amount due from the due date to the date of payment If AB retains a collection agency and/or attorney to collect unpaid amounts AB may invoice customer for, and customer will pay, all costs of collection, including without limitation reasonable attorneys fees.
- 9 The initial term of this Performance Agreement is one year commencing on the date designated by Applied Biosystems in its quotation or otherwise specified to Customer. This Performance Agreement may be terminated by either party upon at least thirty (30) days written notice to the other party Termination will be effective thirty (30) days after the receipt of such notice, or at a later date if one is so specified in the notice ("Termination Date"). Termination cannot be made effective prior to thirty (30) days after notice is received AB will cease performance under this Performance Agreement on the Termination Date unless the Customer specifies a separate, earlier date in writing ("Cessation Date") In that event AB will cease performance under this Performance Agreement on such Cessation Date.
- 10 In the event of termination of this Performance Agreement under Section 9, AB shall calculate at its sole discretion the total price of services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under this from its effective date until the Termination Date The Customer's total payment obligation to AB under this Agreement shall equal (1) the amount so calculated or (2) the prorated price of this Agreement from its effective date until the Termination Date whichever is greater, plus ten percent (10%) of the total fee paid for this Performance Agreement, not to exceed the total amount paid. Any payments made by Customer to AB in excess of this amount shall be credited to the Customer's account within thirty (30) days after the Termination Date toward future purchases of AB instruments, consumables or Performance Plans Any unpaid portion of this amount shall be immediately due upon Customer's receipt of an invoice from AB. If a Performance Plan is terminated early in connection with the trade in of a used AB instrument for a new AB instrument, the credit may be applied toward purchase of a Performance Agreement for the new instrument. Contact your AB service representative for details. No cash refunds will be made on account of the early termination of any Performance Plan or other agreement for services.
- 11 AB will indemnify and hold Customer harmless from and against any and all claims for injury or death of persons, or damage to tangible property, occurring while AB personnel are on Customers premises performing services pursuant to this Agreement to the extent caused by the negligent acts or negligent omissions of AB provided AB is given prompt notice of any such claim and the opportunity to control the defense and settlement of same.
- 12 **IN NO EVENT SHALL AB BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNATIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM SERVICES OR OTHERWISE, EVEN IF AB IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL AB BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF INSTRUMENT FAILURE WITHOUT LIMITING THE FOREGOING, EXCEPT SOLELY FOR ANY PAYMENTS MADE UNDER AB'S INDEMNITY SET FORTH IN SECTION 11, AB TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS PERFORMANCE AGREEMENT AND SERVICES RENDERED, IN CONTRACT, TORT, WARRANTY OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO AB PURSUANT TO THIS AGREEMENT.**
- 13 Parts in contact with any liquid are considered wetted and may be deemed user replaceable and not covered by this Performance Agreement, including, but not limited to seals, filters gaskets, etc
- 14 Use of any non-AB's parts or reagents that deposit or cause to be deposited residual matter in the instrument flow path or that otherwise interrupt the flow path that are reasonably determined by AB to have caused instrument failure will require remedial repairs of the effected parts to be completed outside the Performance Agreement at AB's then prevailing rates for billable service
- 15 Ancillary equipment not manufactured by AB and deemed by AB as non-integral to the system or the operation of the instrument may be excluded from this Performance Agreement.
- 16 AB makes no representation whatsoever that services under this Agreement satisfy or will satisfy any requirements of any governmental body or other organization including but not limited to any requirement of the United States Food and Drug

Administration or the International Organization for Standardization. Customer agrees that it is the Customer's responsibility to ensure that such services are adequate to meet its regulation/certification requirements and that all requirements of any governmental body or other organization, including, but not limited to, any requirement of the United States Food and Drug Administration or the International Organization for Standardization are the responsibility of Customer.

- 17 This Performance Agreement is not assignable or otherwise transferable by Customer. Any assignment or transfer or attempt to assign or to transfer the Performance Agreement by Customer shall be void.
- 18 AB may require a completed Certificate of Decontamination, or transfer of an instrument to a suitable safe and secure location, as a condition to servicing any instrument. Customer warrants that any instrument or component to be serviced pursuant to this Performance Agreement will be fully decontaminated of radioactive, biological toxic or other dangerous materials or substances prior to servicing so that the service technician will not be exposed to any such materials.
- 19 Performance Plans do not include customer training or services related to the relocation of instruments unless otherwise specifically stated in writing by AB in any particular case.
- 20 This Performance Agreement, together with AB's quotation regarding the Performance Plan or other services subject to these terms and conditions (collectively "AB's Terms"), represents the entire agreement between the parties and supersedes and entirely replaces (i) any previous agreements between the parties with respect to the subject matter herein and (ii) any pre-printed standard or other terms set forth in customer purchase order or any other document not signed by an authorized representative of AB, which are hereby rejected and shall be void. Customer's submission of a purchase order or other instrument regarding the purchase of a Performance Plan in response to AB's quotation or any other AB document that includes or incorporates these shall be deemed acceptance of these terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order or other instrument, which are hereby deemed to be material alterations and notice of objection to which is hereby given, notwithstanding anything contained to the contrary in such purchase order or other instrument or elsewhere. Any acceptance by AB of any offer of customer is expressly conditioned on customer's assent to and acceptance of AB's Terms to the extent they are additional or different terms. Except as otherwise provided in these terms, in the event of an inconsistency between these terms and the terms appearing on AB's quotation or other agreement signed by an authorized representative of AB, the terms appearing on AB's quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these terms and all other provisions of these terms shall remain in full force and effect.
- 21 No amendment of these terms or modification thereof shall be binding unless in writing and signed by a duly authorized representative of both AB and customer. AB's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these terms for any other purpose. If any provision of these terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or enforceability, be severed without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect. No additions or modifications to this Performance Agreement shall be valid unless specifically agreed to in writing by both parties. This Performance Agreement shall be governed by the laws of the State of California exclusive of its conflict of laws rules.



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
 LBS90082

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 804-558-0067

*501152144 650-638-5647
 APPLIED BIOSYSTEMS, LLC
 850 LINCOLN CENTER DRIVE
 FOSTER CITY CA 94404
 DEC 02 2008

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES

167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

Site Services

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/25/2008	MS: 846-2		Destination	Freight Quoted

BID OPENING DATE: 12/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		493-08	49,900.00	49,900.00 *
<p>REAL-TIME POLYMERASE CHAIN REACTION (QPCR) INSTRUMENT</p> <p>* Not including AB Assurance or Freight</p> <p>REQUEST FOR QUOTATION</p> <p>TO PROVIDE A REAL-TIME POLYMERASE CHAIN REACTION (QPCR) INSTRUMENT CAPABLE OF MULTIPLEXING, ROCHE APPLIED SCIENCE LIGHTCYCLER 2.0 INSTRUMENT, ITEM #03531414201 - DESKTOP OR EQUAL, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY 12/09/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED VERBALLY. IF POSSIBLE EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	800.327.3002	12/11/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Contracts Specialist	06-1534213	

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



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
LES90082

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

*501152144 650-638-5647
 APPLIED BIOSYSTEMS, LLC
 850 LINCOLN CENTRE DRIVE
 FOSTER CITY CA 94404

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/25/2008	Net 30		Destination	Freight Quoted
BID OPENING DATE: 12/18/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: ROBERTA.A.WAGNER@WV.GOV THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-327-3002	DATE 12/11/2008
TITLE Contracts Specialist	FEIN 06-1534213	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 LBS90082

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

VENDOR

*501152144 650-638-5647
 APPLIED BIOSYSTEMS, LLC
 850 LINCOLN CENTRE DRIVE
 FOSTER CITY CA 94404

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/25/2008	<i>Net 30</i>		<i>Destination</i>	<i>Freight Quoted</i>
BID OPENING DATE: 12/18/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:				RW/FILE 22-----		
RFQ. NO.:				LBS90082-----		
BID OPENING DATE:				12/18/2008-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				<i>650.638.5143</i>		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				<i>Tracy Buie 650.638.5126</i>		
A CONVENIENCE COPY OF THE BID WOULD BE APPRECIATED.						
***** THIS IS THE END OF RFQ LBS90082 *****						TOTAL: <i>56,276.28</i>
						<i>(including Assurance and Freight)</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: *800.327.3002* DATE: *12/11/08*

TITLE: *Contracts Specialist* FEIN: *06-1534213* ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ #LBS90082

The WV Office of Laboratory Services (OLS) is requesting to purchase a real-time polymerase chain reaction (qPCR) instrument capable of multiplexing, Roche Applied Science LightCycler 2.0 Instrument, Item #03531414201 – Desktop, or equal. This instrument will be used in the Microbiology and Threat Preparedness Sections and will serve as a backup and surge capacity instrument. OLS currently utilizes Roche LightCycler equipment for testing purposes. The LightCycler technology is proprietary to Roche Applied Science. This unit must be an exact duplicate of our existing equipment or totally compatible with the existing equipment. All of our current protocols are written for the sole use of this instrument. Vendors bidding on alternate equipment must provide pertinent literature/specifications when submitting bid.

SYSTEM COMPONENTS AND SPECIFICATIONS:

Selected vendor must provide an instrument containing **ALL** of these required specifications:

- ▶ Must be capable of performing 30 cycles in less than 35 minutes for 20 μ L samples.
- ▶ Must have a maximum temperature ramping time of 20°C/second.
- ▶ The instrument must be approximately 30cmx45cmx30cm and weigh no more than 15kg.
 - Size Min = 20cmx30cmx20cm
 - Size Max = 50cmx65cmx50cm
 - Weight Min = 10kg
 - Weight Max = 25kg
- ▶ LightCycler 2.0 sample carousel or equal.
 - Must have custom PEEK plastic design, or equal.
 - Must be removable for easy loading, cleaning, and sterilization.
 - Must be autoclavable.
 - Must accommodate 32 cuvettes.
- ▶ LightCycler Cuvettes or equal.
 - Must include 96 cuvettes capable of holding 10 μ L-20 μ L or 50 μ L-100 μ L of sample.
 - Must include 96 caps for sealing sample reservoir.
- ▶ LightCycler Cooling Block/Adapters or equal.
 - Cooling block must be machined aluminum.

- Must include 32 machined aluminum centrifuge adapters for standard tabletop microfuges.
- Must include sample spacing that accommodates 8-channel pipettors.
- ▶ Microvolume Fluorimeter or equal.
 - Must be Rodenstock optics or equal.
 - Must include 6 detection channels (individual PMT's) – 530nm, 560nm, 610nm, 640nm, 670nm, and 705nm.
 - Must include a stepper motor.
- ▶ Motor
 - Must be low-maintenance.
 - Must be belt-driven.
 - Must have the precision positioning of samples over optics.
- ▶ Heating Chamber
 - Must have heating coil.
 - Must have a high speed fan assembly.
 - Must have cooling body.
- ▶ LightCycler Software, version 4.0 or equal.
 - Must include application specific macros.
 - Must include LightCycler Data File Editor and Manager or equal.
 - Must include Relative Quantification Software or equal.
 - Must be capable of performing a Melting Curve Analysis or equal, for mutation detection and /or product verification.
 - Must include 4-level User Management, or equal.
 - Must include Absolute Quantification or equal, with external standards (with or without internal control).
 - Must include Qualitative Analysis or equal (with or without internal control).
 - Must be able to produce customizable reports.
 - Must be backwards compatible with LightCycler software version 3.x or equal.
- ▶ Light Source
 - Must be maintenance free LED.
- ▶ Computer, desktop
 - PC must have these minimum requirements:
 - 1 GHz Pentium.
 - 17" SVGA monitor.
 - 256MB RAM.
 - 20GB hard drive.

- Soundcard.

SERVICE WARRANTY REQUIREMENTS:

Must include at least one year equipment warranty to include parts and labor and must be provided at no additional cost.

Computer must be included in warranty.

A technical assistance hotline must be available for the hardware and software.

The selected vendor must respond to requests for repairs within 48 hours to schedule repairs or arrange for replacement.

Any available extended warranty (coverage beyond the initial warranty period) coverage must be listed separately on provided quote.

INSTALLATION AND TRAINING REQUIREMENTS:

The selected vendor must agree to provide necessary support and assistance during instrument setup. The vendor is not required to be on the premises for installation.

SHIPPING AND DELIVERY REQUIREMENTS:

Shipping terms to be FOB Destination, Prepaid unless vendor states differently when submitting quotation.

If shipping costs are incurred, they must be included as a separate line item and part of the total cost of the equipment.


Equipment must be delivered within 30 days of approved purchase order.

RFQ LBS90082 - COST SHEET

Bidders shall provide a cost for the following:

Applied Biosystems QST, 7500 Fast Real-Time PCR System
 (Tower Computer) P/N 4365463
 Roche Applied Science LightCycler 2.0 Instrument System
 (Desktop), Item #03531414201, or equal
\$56,274.28
 (including AB Assurance and freight)

The award will be made to the vendor with the lowest overall total cost of the equipment which meets all requested specifications and requirements.


 Vendor Signature

12/11/08
 Date

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 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 is in compliance with the requirements as stated.

Vendor's Name: Applied Biosystems, LLC

Authorized Signature: [Signature] Date: 12/11/08

VENDOR PREFERENCE CERTIFICATE

Not Applicable

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37 (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: Applied Biosystems, LLC Signed: [Signature]
Date: 12/11/08 Title: Contract Specialist

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive

Choose a service plan that is right for you— whatever your business priorities

Recognized as "Best in Class" worldwide AB Global Services provides the highest quality support available for Applied Biosystems products and technology. And only AB Service Engineers receive regular factory training on the latest technical developments, repair procedures, software revisions, and application updates.

AB Assurance Plan

This is our premium repair plan designed to help maximize instrument performance and help ensure availability of critical systems. The plan can help you keep your lab running smoothly with preventive maintenance, proactive instrument monitoring, and fast response should an instrument require repair.

Our "Uptime" option provides guaranteed next-business-day on-site response. Spare parts on-site is also available.

Features:

- Guaranteed 2-business-day on-site response (Zone 1 & 2 only)
- Planned maintenance visit(s) – One for genomics instruments or two for select mass spectrometry instruments (includes engineer labor and travel)
- Factory-certified replacement parts
- Engineer labor and travel included for repair visits
- Smart Services – real-time remote instrument monitoring and diagnostics
- Priority telephone and e-mail access to instrument technical support from our Technical Assistance Center (TAC)
- Phone and e-mail access to application technical support

Contact Us

To learn more about our Service Plans please e-mail servicecontractsales@appliedbiosystems.com or call 800 345 5224, options 1 4

AB Complete Plan

This is our most comprehensive service plan. It's designed not only to maximize instrument performance and ensure availability of critical systems, but also to improve the efficiency of laboratory processes and workflows.

Includes all features included in our AB Assurance Plan, along with:

- Guaranteed next-business-day on-site response (Zone 1 & 2 only)
- On-site Application Consulting
- Qualification Services – includes Instrument Performance Verification (IPV) after maintenance or repair; software validation; and compliance documentation
- Instrument operating software upgrades

On-site Application Consulting sets

AB Complete apart from other service plans. Our trained and experienced staff can provide customized assistance to help optimize a customer's protocols, methodologies, and workflows.

The service can help you:

- Increase productivity
- Achieve higher return on your technology investment
- Reduce operating costs and optimize reagent usage

AB Maintenance Plan

This plan is designed to help you maximize instrument performance even if you are on a limited budget. It's ideal for labs that don't have critical availability needs and for those with internal resources and expertise to maintain instrumentation on an ongoing basis.

Features:

- Planned maintenance visit(s) – One for genomics instruments or two for select mass spectrometry instruments (includes engineer labor and travel)
- Targeted 2-business-day on-site response time on remedial repairs
- Phone and e-mail access to application technical support
- Discount on labor, parts and travel for each service call (Plus option)

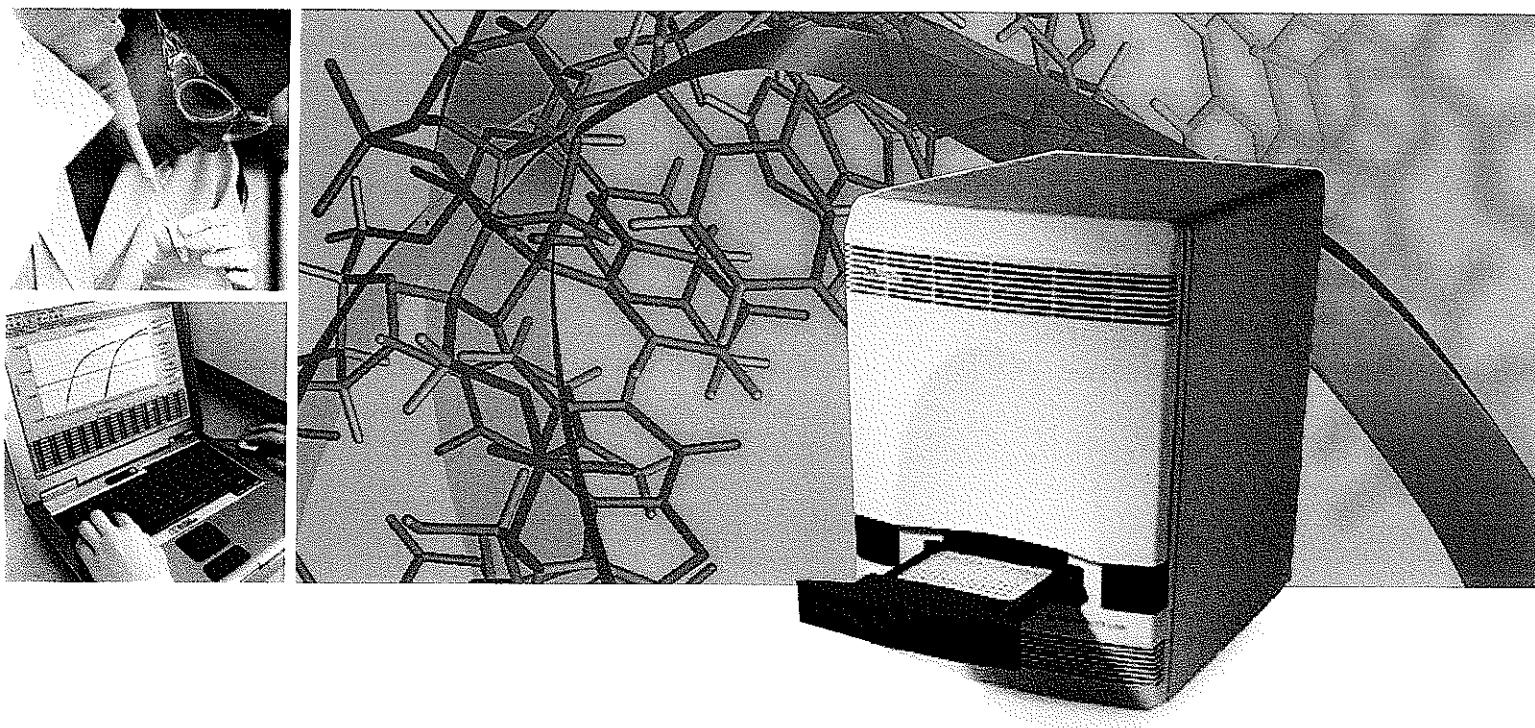
À la Carte Services

Many of the value-added services are available on an à la carte basis, allowing you to supplement your in-house abilities or mix and match services based upon your needs and budget. These services include:

- Qualification Service
- Smart Services
- On-site Application Consulting
- Professional Services
- Time and Materials Service
- Priority On-site Response

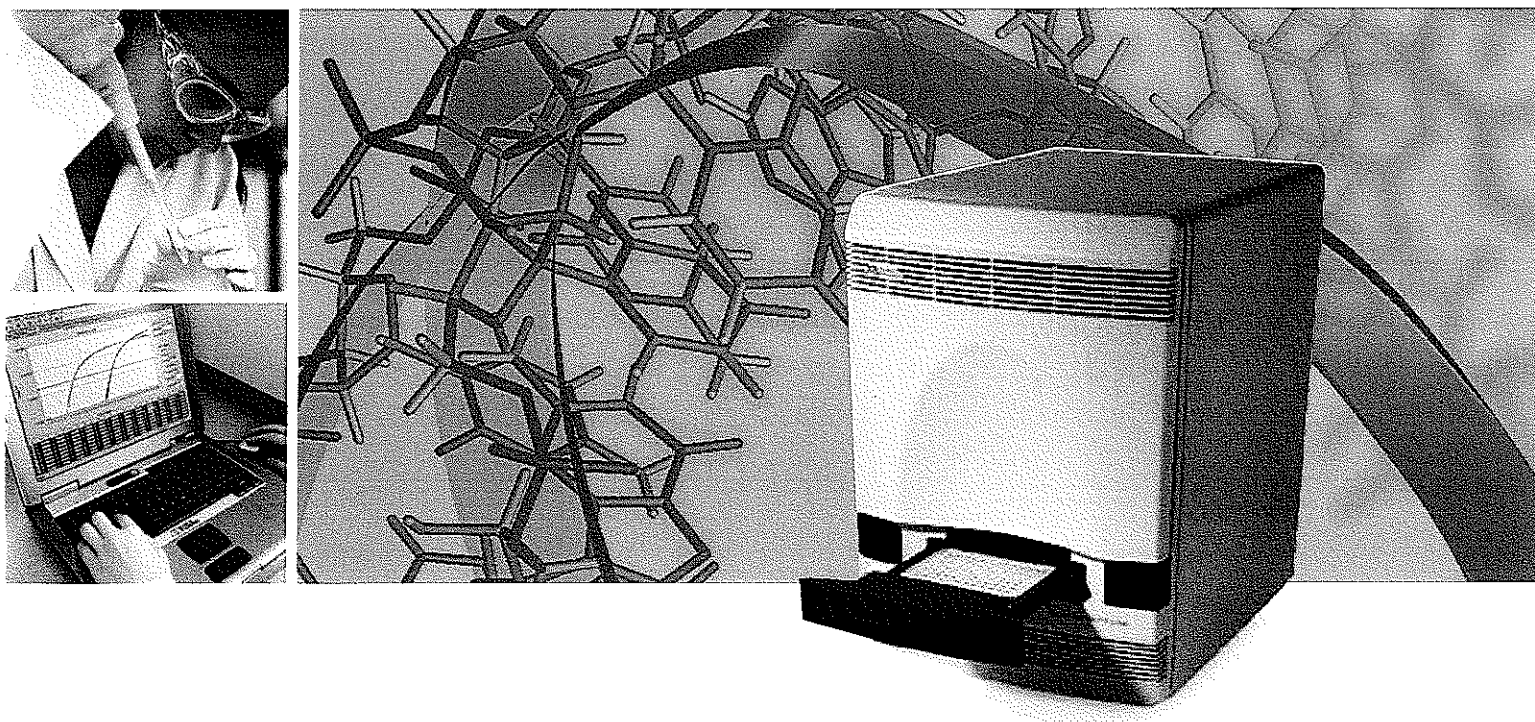
Applied Biosystems Real-Time PCR Systems 7300/7500/7500 Fast

Real Fast. Real Versatile. Real Performance. Real choices from the leader in real-time PCR.



Applied Biosystems Real-Time PCR Systems 7300/7500/7500 Fast

Real Fast. Real Versatile. Real Performance. Real choices from the leader in real-time PCR.



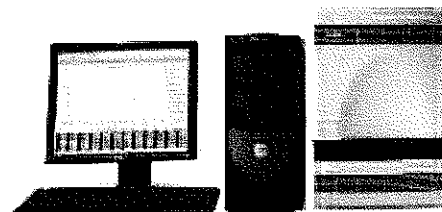
Applied Biosystems 7500 Real-Time PCR System and Applied Biosystems 7500 Fast Real-Time PCR System

A *Real* Fast and *Real* Versatile Approach to Real-Time PCR

- The 7500 Fast Real-Time PCR System enables standard 96-well format high speed thermal cycling, significantly reducing your run time for quantitative real-time PCR applications, delivering results in about 35 minutes
- The 7500 Real-Time PCR System is a versatile, leading-edge platform providing enhanced performance capabilities and an upgrade path to high-speed thermal cycling
- Five-color detection system provides the flexibility to perform a variety of applications including gene expression analysis, SNP genotyping and plus/minus assays that utilize internal positive controls
- Advanced optical configuration supports a broader range of fluorophores, including FAM™/SYBR® Green I, VIC®/JOE™, NED™/TAMRA™/Cy3™, ROX™/Texas Red®, and Cy5™ dyes; variable excitation capability allows greater sensitivity for longer wavelength (red) dyes
- Powerful, flexible software includes new plate setup wizards to guide you through experimental setup, while automated analysis tools such as RQ Study (Relative Quantitation) gene expression analysis software allow the simultaneous analysis and visualization of up to ten 96-well plates of data



Applied Biosystems 7500 Real-Time PCR System



Applied Biosystems 7500 Fast Real-Time PCR System

- Small instrument footprint permits easy placement in any laboratory, even those with limited space

Introduction

The Applied Biosystems 7500 and 7500 Fast Real-Time PCR Systems are integrated, versatile platforms for the detection and quantification of nucleic acid sequences. Real-time PCR combines thermal cycling, fluorescence detection, and application-specific software to measure the cycle-by-cycle accumulation of PCR products in a single-tube homogenous reaction.

Quantitative results are available immediately upon completion of PCR, with no need to run gels, purify PCR products, or perform any post-PCR manipulation. Compared with manual PCR quantitation techniques, such as Northern blotting or RNase protection assays, real-time PCR offers an enormous time savings, greater sensitivity, superior precision, and a larger dynamic range.

Fast Thermal Cycling

The 7500 System is available in two configurations; the 7500 Fast System configuration with a high-speed, 96-well format thermal cycling block capable of quantitative real-time PCR runs in about 35 minutes, and the standard configuration with a 96-well format thermal cycling block with run times of under 2 hours. A service engineer installed Fast Upgrade Kit is available for the 7500 System to upgrade it to the Fast configuration.

The Applied Biosystems 7500 Fast Real-Time PCR System delivers high-speed cycling capabilities with a new fast ramping Peltier-based thermal cycling block. This hardware, together with new Optical Fast 96-well reaction plates and a new hot-start DNA polymerase containing master mix, comprise the complete Fast system. Using this system quantitative real-time PCR runs can be completed in about 35 minutes with comparable performance to standard run times for supported applications.

The 7500 Fast System supports three thermal cycling modes; Fast, Standard and 9600 emulation. Standard and 9600 emulation thermal cycling modes on the 7500 Fast System have ramp rates comparable to the standard 7500 System. Data collection processes for Fast 7500 Systems remain the same as for standard 7500 Systems.

Real-Time PCR Applications

The 7500 and 7500 Fast Systems support many real-time PCR applications, including gene expression analysis using relative quantitation (RQ) assays and pathogen detection using standard curves. In addition, the systems allow for qualitative post-PCR detection of nucleic acids for allelic discrimination (SNP genotyping assays) and plus/minus assays that utilize internal positive controls.

Fluorescence Detection

All sample wells are illuminated with a tungsten halogen lamp. Light from this lamp passes through five excitation filters before reaching sample wells. The inclusion of excitation filters improves the ability of the instrument to excite dyes at longer (red) wavelengths, resulting in greater sensitivity and precision for these dyes. Fluorescence emission is then detected through five emission filters (even in Fast thermal cycling mode) to a charge-coupled device (CCD) camera. Emission filters are optimized for use with FAM™/SYBR® Green I, VIC®/JOE™, NED™/TAMRA™/Cy3™, ROX™/Texas Red®, and Cy5™ fluorescent dyes.

Demonstrated Performance Specifications

Instrument	7500 System	7500 Fast System
Dynamic Range	9 logs of linear dynamic range	9 logs of linear dynamic range
Sensitivity	Detection of 10 copies of template in a 50 µL reaction for a single reporter TaqMan® assay, with 99.7% confidence	Detection of 10 copies of template in a 20 µL reaction for a single reporter TaqMan® assay, with 99.7% confidence
Run Time	1 hour and 50 minute run time for a 40 cycle PCR reaction using the TaqMan® RNase P Instrument Verification Plate	37 minute run time for a 40 cycle PCR reaction using the TaqMan® RNase P Fast Instrument Verification Plate

Sequence Detection Software

Sequence Detection Software for the 7500 and 7500 Fast systems runs on the Windows XP® operating system and is used for instrument control, data collection, and data analysis. Powerful and user-friendly, the software includes:

- Plate set-up wizards for easy experimental design, even with complex multicolor assays
- The added ability for the 7500 Fast System to choose between Fast, Standard, and 9600 emulation thermal cycling modes
- Real-time monitoring of amplification growth curves enabling viewing of runs in progress
- The flexibility to add extra PCR cycles while runs are in progress
- Auto-baseline and auto-threshold for simplified data analysis
- Absolute quantitation of nucleic acid targets with the ability to simultaneously analyze multiple standard curves on a single plate, improving your workflow and easing the burden of downstream analysis
- RQ (Relative Quantitation) gene expression analysis software with powerful data viewing capabilities allowing the simultaneous analysis of up to ten 96-well plates of data

- Automated SNP genotype calling capability, including 2-cluster calling, with intuitive graphical output and quality-value assignment, makes SNP analysis simple and straightforward
- Simple dissociation curve data collection and viewing, enabling the addition of dissociation stages while runs are in progress
- Tool tips for easy identification of sample wells when viewing amplification curve or SNP genotyping plots
- Lamp-life monitoring and instrument diagnostics to provide confidence in your instrument performance

Installation Specifications

The TaqMan® Fast RNase P Instrument Verification Plate enables the 7500 Fast System to distinguish between samples containing 5,000 and 10,000 template DNA copies, with a statistical confidence level of 99.7% and a run time of about 35 minutes

The TaqMan® RNase P Instrument Verification Plate enables the 7500 System to distinguish between samples containing 5,000 and 10,000 template DNA copies, with a statistical confidence level of 99.7%

Computer Specifications

Applied Biosystems supplies a Dell™ business line computer (note book or tower) for use with the 7500 and 7500 Fast Systems. For the latest computer specifications please visit the Applied Biosystems website at www.appliedbiosystems.com

Reagents and Disposables

A complete line of reagents including TaqMan® Fast Universal PCR Master Mix, TaqMan® Universal Master Mixes, SYBR® Green I Master Mixes, and disposables including 96-well plates, is available for use with the Applied Biosystems 7500 and 7500 Fast Real-Time PCR Systems.

Service and Warranty

Purchase of the 7500 System or 7500 Fast System includes a one-year limited warranty on parts and labor. Purchase of the 7500 Fast System Upgrade Kit includes a 90-day limited warranty on parts and labor. The 7500 System, 7500 Fast System and 7500 Fast Upgrade Kit include set-up and calibration of the instrument by our highly trained Service Support team.

Support

Technical specialists and scientists provide worldwide applications support and service.

Instrument Specifications

Instrument	7500 System and 7500 Fast System	
Thermal cycling system	Peltier-based, 96-well block	
Optical system	Five-excitation, Five-emission filters and CCD camera	
Instrument	7500 System	7500 Fast System
Quantitative PCR run time	< 2 hours	< 40 minutes
Supported Volumes	20-100 µL	10-30 µL
Supported Consumables	<ul style="list-style-type: none"> • Standard Optical 96-well plates • 8-strip 0.2mL tubes • 0.2mL tubes • Optical Adhesive Covers • Optical Flat Caps 	<ul style="list-style-type: none"> • Optical Fast 96-well plates • Optical Adhesive Covers

Supported Applications

Instrument	7500 System	7500 Fast System	
	Standard/9600 Emulation	Fast	Standard/9600 Emulation*
Thermal Cycling Mode			
Absolute Quantitation	Yes	Yes	Yes
Relative Quantitation	Yes	Yes	Yes
Allelic Discrimination	Yes	No	Yes
Plus/Minus Assays using IPC	Yes	No	Yes

*Ramp rates for Standard/9600 emulation mode are matched to the 7500 System Standard/9600 emulation modes. However, overall run times are shorter on the 7500 Fast System for these modes.

TaqMan® Genomic Assay Products

Applied Biosystems provides preformulated, ready-to-use quality-tested, 5' nuclease TaqMan® assays for use with the 7500 and 7500 Fast systems

Assay Details	Application	
	Gene Expression	SNP Genotyping
TaqMan® Genomic Assays	Yes	Yes
Custom TaqMan® Genomic Assays	Yes	Yes
Genome Availability	Number of Assays	
Human	> 204,000	> 1,990,000
Mouse	> 179,000	N/A
Rat	> 128,000	N/A
URL (assays can be ordered online only)	www.allgenes.com	www.allsnps.com

Instrument and Computer Dimensions

Dimension	7500/7500 Fast System	Notebook	Tower
Width	34 cm (13.39 in.)	32 cm (12.4 in.)	18 cm (7.1 in.)
Depth	45 cm (17.72 in.)	26 cm (10.1 in.)	45 cm (17.6 in.)
Height	49 cm (19.29 in.)	3 cm (1.2 in. closed)	42 cm (16.7 in.)
Weight	34 kg (75 lb)	2.1 kg (4.7 lb)	20.4 kg (45 lb)

Ordering Information

Description	P/N
7500 Real-Time PCR System with Notebook Computer and SDS Software	4351104
7500 Real-Time PCR System with Tower Computer and SDS Software	4351105
7500 Fast System Upgrade Kit	4362143
7500 Fast Real-Time PCR System with Notebook Computer and SDS Software	4351106
7500 Fast Real-Time PCR System with Tower Computer and SDS Software	4351107
Notebook Computer for 7500/7500 Fast System	4359286
Tower Computer for 7500/7500 Fast System/7500 Fast Upgrade Kit	4359284
17" Flat Panel Monitor	4346944



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Applied Biosystems is committed to providing the world's leading technology and information for life scientists. Applied Biosystems consists of the Applied Biosystems and Celera Genomics businesses.

Headquarters

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Foster City, CA 94404 USA
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Fax: 650.638.5884

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Not for use in diagnostic procedures

Authorized Thermal Cycler

This instrument in combination with its immediately attached sample block modules, comprise an instrument that is an Authorized Thermal Cycler. The purchase price of this Base Unit includes the up-front fee component of a license under the non-US counterparts of U.S. Patents Nos. 4,683,202, 4,683,195 and 4,965,188 owned by F. Hoffmann-La Roche Ltd. (Roche) covering the Polymerase Chain Reaction (PCR) process to practice the PCR process for internal research and development using this instrument. The running royalty component of that license may be purchased from Applied Biosystems or obtained by purchasing Authorized Reagents. This instrument is also an Authorized Thermal Cycler for use with applications licenses available from Applied Biosystems. Its use with Authorized Reagents also provides a limited PCR license in accordance with the label rights accompanying such reagents. Purchase of this product does not itself convey to the purchaser a complete license or right to perform the PCR process. Further information on purchasing licenses to practice the PCR process may be obtained by contacting the Director of Licensing, Applied Biosystems, 850 Lincoln Centre Drive, Foster City, California 94404 or Roche Molecular Systems, Inc. 1145 Atlantic Avenue, Alameda, California 94501.

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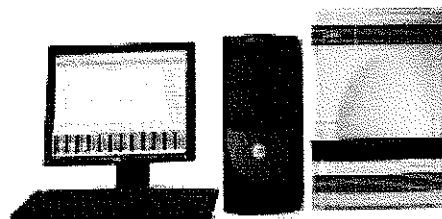
Applied Biosystems 7500 Real-Time PCR System and Applied Biosystems 7500 Fast Real-Time PCR System

A *Real* Fast and *Real* Versatile Approach to Real-Time PCR

- The 7500 Fast Real-Time PCR System enables standard 96-well format high speed thermal cycling, significantly reducing your run time for quantitative real-time PCR applications, delivering results in about 35 minutes
- The 7500 Real-Time PCR System is a versatile, leading-edge platform providing enhanced performance capabilities and an upgrade path to high-speed thermal cycling
- Five-color detection system provides the flexibility to perform a variety of applications including gene expression analysis, SNP genotyping and plus/minus assays that utilize internal positive controls
- Advanced optical configuration supports a broader range of fluorophores, including FAM[™]/SYBR[®] Green I, VIC[®]/JOE[™], NED[™]/TAMRA[™]/Cy3[™], ROX[™]/Texas Red[®], and Cy5[™] dyes; variable excitation capability allows greater sensitivity for longer wavelength (red) dyes
- Powerful, flexible software includes new plate setup wizards to guide you through experimental setup, while automated analysis tools such as RQ Study (Relative Quantitation) gene expression analysis software allow the simultaneous analysis and visualization of up to ten 96-well plates of data



Applied Biosystems 7500 Real-Time PCR System



Applied Biosystems 7500 Fast Real-Time PCR System

- Small instrument footprint permits easy placement in any laboratory, even those with limited space

Introduction

The Applied Biosystems 7500 and 7500 Fast Real-Time PCR Systems are integrated, versatile platforms for the detection and quantification of nucleic acid sequences. Real-time PCR combines thermal cycling, fluorescence detection, and application-specific software to measure the cycle-by-cycle accumulation of PCR products in a single-tube homogenous reaction.

Quantitative results are available immediately upon completion of PCR, with no need to run gels, purify PCR products, or perform any post-PCR manipulation. Compared with manual PCR quantitation techniques, such as Northern blotting or RNase protection assays, real-time PCR offers an enormous time savings, greater sensitivity, superior precision, and a larger dynamic range.

Fast Thermal Cycling

The 7500 System is available in two configurations; the 7500 Fast System configuration with a high-speed, 96-well format thermal cycling block capable of quantitative real-time PCR runs in about 35 minutes, and the standard configuration with a 96-well format thermal cycling block with run times of under 2 hours. A service engineer installed Fast Upgrade Kit is available for the 7500 System to upgrade it to the Fast configuration.

The Applied Biosystems 7500 Fast Real-Time PCR System delivers high-speed cycling capabilities with a new fast ramping Peltier-based thermal cycling block. This hardware, together with new Optical Fast 96-well reaction plates and a new hot-start DNA polymerase containing master mix, comprise the complete Fast system. Using this system quantitative real-time PCR runs can be completed in about 35 minutes with comparable performance to standard run times for supported applications.

The 7500 Fast System supports three thermal cycling modes; Fast, Standard and 9600 emulation. Standard and 9600 emulation thermal cycling modes on the 7500 Fast System have ramp rates comparable to the standard 7500 System. Data collection processes for Fast 7500 Systems remain the same as for standard 7500 Systems.

Real-Time PCR Applications

The 7500 and 7500 Fast Systems support many real-time PCR applications, including gene expression analysis using relative quantitation (RQ) assays and pathogen detection using standard curves. In addition, the systems allow for qualitative post-PCR detection of nucleic acids for allelic discrimination (SNP genotyping assays) and plus/minus assays that utilize internal positive controls.

Fluorescence Detection

All sample wells are illuminated with a tungsten halogen lamp. Light from this lamp passes through five excitation filters before reaching sample wells. The inclusion of excitation filters improves the ability of the instrument to excite dyes at longer (red) wavelengths, resulting in greater sensitivity and precision for these dyes. Fluorescence emission is then detected through five emission filters (even in Fast thermal cycling mode) to a charge-coupled device (CCD) camera. Emission filters are optimized for use with FAM[™]/SYBR[®] Green I, VIC[®]/JOE[™], NED[™]/TAMRA[™]/Cy3[™], ROX[™]/Texas Red[®], and Cy5[™] fluorescent dyes.

Demonstrated Performance Specifications

Instrument	7500 System	7500 Fast System
Dynamic Range	9 logs of linear dynamic range	9 logs of linear dynamic range
Sensitivity	Detection of 10 copies of template in a 50 μ L reaction for a single reporter TaqMan [®] assay with 99.7% confidence	Detection of 10 copies of template in a 20 μ L reaction for a single reporter TaqMan [®] assay with 99.7% confidence
Run Time	1 hour and 50 minute run time for a 40 cycle PCR reaction using the TaqMan [®] RNase P Instrument Verification Plate	37 minute run time for a 40 cycle PCR reaction using the TaqMan [®] RNase P Fast Instrument Verification Plate

Sequence Detection Software

Sequence Detection Software for the 7500 and 7500 Fast systems runs on the Windows XP[®] operating system and is used for instrument control, data collection, and data analysis. Powerful and user-friendly, the software includes:

- Plate set-up wizards for easy experimental design, even with complex multicolor assays
- The added ability for the 7500 Fast System to choose between Fast, Standard, and 9600 emulation thermal cycling modes
- Real-time monitoring of amplification growth curves enabling viewing of runs in progress
- The flexibility to add extra PCR cycles while runs are in progress
- Auto-baseline and auto-threshold for simplified data analysis
- Absolute quantitation of nucleic acid targets with the ability to simultaneously analyze multiple standard curves on a single plate, improving your workflow and easing the burden of downstream analysis
- RQ (Relative Quantitation) gene expression analysis software with powerful data viewing capabilities allowing the simultaneous analysis of up to ten 96-well plates of data

- Automated SNP genotype calling capability, including 2-cluster calling, with intuitive graphical output and quality-value assignment, makes SNP analysis simple and straightforward
- Simple dissociation curve data collection and viewing, enabling the addition of dissociation stages while runs are in progress
- Tool tips for easy identification of sample wells when viewing amplification curve or SNP genotyping plots
- Lamp-life monitoring and instrument diagnostics to provide confidence in your instrument performance

Installation Specifications

The TaqMan[®] Fast RNase P Instrument Verification Plate enables the 7500 Fast System to distinguish between samples containing 5,000 and 10,000 template DNA copies, with a statistical confidence level of 99.7% and a run time of about 35 minutes.

The TaqMan[®] RNase P Instrument Verification Plate enables the 7500 System to distinguish between samples containing 5,000 and 10,000 template DNA copies, with a statistical confidence level of 99.7%.

Computer Specifications

Applied Biosystems supplies a Dell™ business line computer (note book or tower) for use with the 7500 and 7500 Fast Systems. For the latest computer specifications please visit the Applied Biosystems website at www.appliedbiosystems.com

Reagents and Disposables

A complete line of reagents including TaqMan® Fast Universal PCR Master Mix, TaqMan® Universal Master Mixes, SYBR® Green I Master Mixes, and disposables including 96-well plates, is available for use with the Applied Biosystems 7500 and 7500 Fast Real-Time PCR Systems.

Service and Warranty

Purchase of the 7500 System or 7500 Fast System includes a one-year limited warranty on parts and labor. Purchase of the 7500 Fast System Upgrade Kit includes a 90-day limited warranty on parts and labor. The 7500 System, 7500 Fast System and 7500 Fast Upgrade Kit include set-up and calibration of the instrument by our highly trained Service Support team.

Support

Technical specialists and scientists provide worldwide applications support and service.

Instrument Specifications

Instrument	7500 System and 7500 Fast System	
Thermal cycling system	Peltier-based, 96-well block	
Optical system	Five-excitation, Five-emission filters and CCD camera	
Instrument	7500 System	7500 Fast System
Quantitative PCR run time	< 2 hours	< 40 minutes
Supported Volumes	20-100 µL	10-30 µL
Supported Consumables	<ul style="list-style-type: none"> • Standard Optical 96-well plates • 8-strip 0.2mL tubes • 0.2mL tubes • Optical Adhesive Covers • Optical Flat Caps 	<ul style="list-style-type: none"> • Optical Fast 96-well plates • Optical Adhesive Covers

Supported Applications

Instrument	7500 System	7500 Fast System	
	Standard/9600 Emulation	Fast	Standard/9600 Emulation*
Thermal Cycling Mode			
Absolute Quantitation	Yes	Yes	Yes
Relative Quantitation	Yes	Yes	Yes
Allelic Discrimination	Yes	No	Yes
Plus/Minus Assays using IPC	Yes	No	Yes

*Ramp rates for Standard/9600 emulation mode are matched to the 7500 System Standard/9600 emulation modes. However, overall run times are shorter on the 7500 Fast System for these modes.

TaqMan® Genomic Assay Products

Applied Biosystems provides preformulated, ready-to-use quality-tested 5' nuclease TaqMan® assays for use with the 7500 and 7500 Fast systems.

Assay Details	Application	
	Gene Expression	SNP Genotyping
TaqMan® Genomic Assays	Yes	Yes
Custom TaqMan® Genomic Assays	Yes	Yes
Genome Availability	Number of Assays	
Human	> 204,000	> 1,990,000
Mouse	> 179,000	N/A
Rat	> 128,000	N/A
URL (assays can be ordered online only)	www.aligenes.com	www.allsnps.com

Instrument and Computer Dimensions

Dimension	7500/7500 Fast System	Notebook	Tower
Width	34 cm (13.39 in.)	32 cm (12.4 in.)	18 cm (7.1 in.)
Depth	45 cm (17.72 in.)	26 cm (10.1 in.)	45 cm (17.6 in.)
Height	49 cm (19.29 in.)	3 cm (1.2 in. closed)	42 cm (16.7 in.)
Weight	34 kg (75 lb)	2.1 kg (4.7 lb)	20.4 kg (45 lb)

Ordering Information

Description	P/N
7500 Real-Time PCR System with Notebook Computer and SDS Software	4351104
7500 Real-Time PCR System with Tower Computer and SDS Software	4351105
7500 Fast System Upgrade Kit	4362143
7500 Fast Real-Time PCR System with Notebook Computer and SDS Software	4351106
7500 Fast Real-Time PCR System with Tower Computer and SDS Software	4351107
Notebook Computer for 7500/7500 Fast System	4359286
Tower Computer for 7500/7500 Fast System/7500 Fast Upgrade Kit	4359284
17" Flat Panel Monitor	4346944



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Authorized Thermal Cycler

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