



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
 1

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

VENDOR

*709002920 02 800-428-5076
 ROCHE DIAGNOSTICS CORPORATION
 9115 HAGUE ROAD BLDG B
 INDIANAPOLIS IN 46250

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	Best Way	Destination	

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	\$27,500	\$27,500
<p>REAL-TIME POLYMERASE CHAIN REACTION (QPCR) INSTRUMENT</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 HAS THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY TO THE SPECIFICATIONS OF THE BID.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR GOES INTO BANKRUPTCY FOR PROTECTION, THIS CONTRACT SHALL BE 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>						

RECEIVED
 08 DEC 18 AM 10:55
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE 800-428-5076	DATE 12/5/2008
TITLE Contracts Manager	FEIN 13-2511923	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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 workplace 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



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

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11/25/2008	Net 30	Best Way	Destination	

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>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.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-42805076	DATE 12/15/2008
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TITLE Contracts Manager	FEIN 13-2511923	ADDRESS CHANGES TO BE NOTED ABOVE
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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:

Roche Applied Science LightCycler 2.0 Instrument System
(Desktop), Item #03531414201, or equal
\$ 27,500

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

12/15/2008

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: ^{TO THE BEST OF OUR KNOWLEDGE} Roche Diagnostics Corp/Roche Applied Science

Authorized Signature:  Date: 12/15/2008

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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.

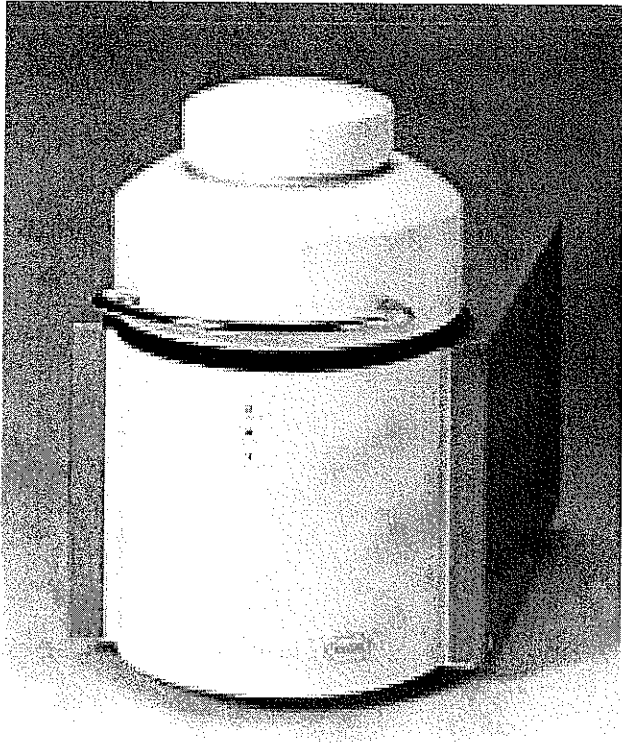
Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to 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: _____ Signed: _____
Date: _____ Title: _____

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



Diagnosics

9/26/2008

Christi Clark
WV State Pub Health Lab
304-558-3530 x2602
christiclark@wvdhhr.org

Dear Christi,

Roche Applied Science (RAS) is pleased to offer the following proposal for the sale of a LightCycler™ 2.0 Real-time PCR System:

WVDHHR

Pricing Information:

Effective dates of proposal	Description	Cat. No.	List Price	Proposal Price
09/26/2008 through 12/31/2008	LightCycler™ 2.0 System (desktop or laptop version) <ul style="list-style-type: none"> ■ 1 LightCycler 2.0 Instrument ■ 1 HP Computer (WIN 2000) ■ 1 Color Printer with cable ■ 1 LightCycler Software version 4.05 ■ 1 LightCycler 2.0 Sample Carousel (20 µl) ■ 1 LightCycler 2.0 Sample Carousel (100 µl) ■ 1 Box of LightCycler Capillaries, 20 µl ■ 1 Box of LightCycler Capillaries, 100 µl ■ 1 Set LightCycler Centrifuge Adapters with Cooling Block ■ 2 LightCycler Capping Tools ■ 1 LightCycler Capillary Releaser ■ 1 Operator's Manual 	03531414201 (desktop) 03603946001 (laptop)	\$ 40,000.00	\$27,500.00
	TOTAL			\$27,500.00

LightCycler™ System components and specifications - Exhibit A (attached)

LightCycler™ System reagents and accessories - Exhibit B (attached)

LightCycler™ Instrument unique specifications and features (sole source) - Exhibit C (attached)

Warranty Service Agreement Terms and Conditions - Exhibit D (attached)

LightCycler™ 2.0 Real-time PCR System Proposal for Sale

WVDHHR

Delivery and Installation:

- Shipping charges additional (see below).
- RAS agrees to provide necessary support and assistance during the set-up of the instrument

Estimated freight charges quoted are approximate and subject to change:

	Carrier	Estimated Cost
• <i>LightCycler™ & Miscellaneous Items</i>	As appropriate	\$175.00

Instrument Service Warranty:

- Complete coverage for parts and labor for one year (computer not included**).
- Technical assistance hotline for LightCycler hardware, software and application chemistry.
- 48 hour response time for scheduling of repair/replacement.

Available Extended Service Agreement:

For coverage beyond the initial warranty period (computer not included**):

Coverage Period	Cat. No.	Cost per instrument
One year extended coverage	03846156001	\$5000 (Restart from expired contract is \$9400)

**The computer is covered under a separate warranty agreement with the manufacturer of the computer.

Ordering:

To place your order, please fax your purchase order and completed Extended Warranty Service Agreement (if applicable) to Roche Applied Science Sales Decision Support Department at 800-428-2883.

If you have further questions, requests or require additional information, please contact me at 1-800-845-7355 mail box number 28018 . I can also be reached via email at peter.bent@roche.com.

Sincerely,

Account Manager, Systems
Roche Applied Science

Our correspondence address is:
Roche Diagnostics Corp.
Roche Applied Science
PO BOX 50414
9115 Hague Road
Indianapolis, IN 46250

Our Tax Payer ID # is 13-2511923

LightCycler 2.0 System 2008 Proposal version 2_08

WVDHHR

Exhibit A - LightCycler 2.0 System Components and Specifications

LightCycler 2.0 Sample Carousel

- Custom PEEK plastic design
- Removable for easy loading, cleaning, and sterilization
- Autoclavable
- Accommodates 32 cuvettes

LightCycler Cuvettes

- 96 cuvettes capable of holding 10-20ul or 50-100ul of sample
- 96 caps for sealing sample reservoir

LightCycler Cooling Block/Adapters

- Machined aluminum cooling block
- 32 machined aluminum centrifuge adapters (For standard tabletop microfuges)
- Sample spacing accommodates 8-channel pipettors
- Plastic storage box

Microvolume Fluorimeter

- Rodenstock optics
- 6 detection channels (individual PMT's)- 530, 555, 610, 640, 670 and 710 nm
- Stepper motor

Motor

- Low-maintenance
- Belt-driven
- Precision positioning of samples over optics

Heating Chamber

- Heating Coil
- High speed-fan assembly
- Cooling body

LightCycler Software 4.0

- Application-specific macros
- LightCycler Data File Editor & Manager
- Relative Quantification Software
- Melting Curve Analysis
- 4-Level User Management

Light Source

- Maintenance-free LED

Desktop Computer (minimum)*

- Compaq, 1 GHz Pentium PC
- 17" SVGA Monitor
- 256 MB RAM
- 20 GB Hard Drive
- 3.5", 1.4 MB floppy disk drive
- DVD/CD-RW ROM drive
- Soundcard
- Hewlett Packard Inkjet Color printer
- MS-DOS and Windows™ 2000
- 56K Fax Modem

or

Laptop Computer (minimum)*

- Compaq, 1 GHz Pentium PC
- 14" TFT display
- 256 MB RAM
- 20 GB Hard Drive
- DVD/CD-RW ROM drive
- Soundcard, and internal speakers
- Hewlett Packard Inkjet Color printer
- MS-DOS and Windows™ 2000
- 56K Integrated Fax Modem

*The exact specifications for the computer and related peripherals are subject to change without written notice. The computer supplied with the LightCycler will have performance characteristics greater than or equal to those listed in the specifications included with the quotation.



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Exhibit B - LightCycler Reagents and Accessories List

LightCycler Accessories	Cat. No.	Pack Size
LightCycler Software 4.05	04717392001	1 pack
LightCycler Probe Design Software 2.0	04342054001	1 pack
LightCycler Reaction Capillaries (20 ul) – 768 pc	11909339001	8 x 96 with caps
LightCycler Centrifuge Adapters	11909312001	1 x 32 set (w/ block)
LightCycler 1.2 Sample Carousel (20 ul)	11909282001	1 carousel for 32 samples
LightCycler Capillary Releaser	03603920001	1 releaser
LightCycler Capping Tool	03357317001	1 capping tool
LightCycler Carousel Centrifuge 2.0	03709507001	1 centrifuge
LightCycler Centrifuge 2.0 Bucket Adapter Set	03724689001	1 adapter
LightCycler Reagent Kits for PCR and RT-PCR	Cat. No.	Pack Size
LightCycler DNA Master SYBR Green I	12015099001	1 Kit (96 x 20 ul rxns)
	12158817001	1 Kit (480 x 20 ul rxns)
LightCycler FastStart DNA Master SYBR Green I	13003230001	1 Kit (96 x 20 ul rxns)
	12239264001	1 Kit (480 x 20 ul rxns)
LightCycler FastStart DNA MasterPLUS SYBR Green I	03515869001	1 Kit (96 x 20 ul rxns)
	03515885001	1 Kit (480 x 20 ul rxns)
LightCycler DNA Master Hybridization Probes	12015102001	1 Kit (96 x 20 ul rxns)
	12158825001	1 Kit (480 x 20 ul rxns)
LightCycler FastStart DNA Master Hybridization Probes	13003248001	1 Kit (96 x 20 ul rxns)
	12239272001	1 Kit (480 x 20 ul rxns)
LightCycler FastStart DNA MasterPLUS Hybridization Probes	03515575001	1 Kit (96 x 20 ul rxns)
	03515567001	1 Kit (480 x 20 ul rxns)
LightCycler Taqman Master	04535286001	1 Kit (96 x 20 ul rxns)
LightCycler Control Kit – DNA	12158833001	1 Kit (50 x 20 ul rxns)
LightCycler Uracil -DNA Glycosylase	03539806001	100 U (50 ul)
LightCycler RNA Amplification Kit SYBR Green I	12015137001	1 Kit (96 x 20 ul rxns)
LightCycler RNA Amplification Kit Hybridization Probes	12015145001	1 Kit (96 x 20 ul rxns)
LightCycler RNA Master SYBR Green I (RNA hot start)	13064760001	1 Kit (96 x 20 ul rxns)
LightCycler RNA Master Hybridization Probes (RNA hot start)	13018954001	1 Kit (96 x 20 ul rxns)
LightCycler Control Kit – RNA	12158841001	1 Kit (50 x 20 ul rxns)

WVDHHR

Exhibit C - LightCycler™ 2.0 Instrument Unique Specifications and Features

Parameter	Specification
Sample Format	<ul style="list-style-type: none"> • Glass 20 µl cuvette, or • Glass 100 µl cuvette
Sample Volume	<ul style="list-style-type: none"> • Sample capacity 10 - 20 µl, or • Sample capacity 50-100 µl
Sample Holder/Carousel	<ul style="list-style-type: none"> • 32 sample capacity • Two different carousels depending on cuvette volume required • Constructed of precision-milled PEEK plastic for high thermodynamic stability and low heat conductance • Removable for easy loading, cleaning, and sterilization • Autoclavable
Size (Footprint)	<ul style="list-style-type: none"> • 30 x 45 x 30 (cm); weight: approx. 15 kg
Detection Channels	<ul style="list-style-type: none"> • 6 detection channels
Detection Wavelengths	<ul style="list-style-type: none"> • 530, 555, 610, 640, 670 and 710 nm • Each channel collected via individual fiber optic/PMT to optimize signal capture
Cycle Time	<ul style="list-style-type: none"> • Capable of performing 30 cycles in less than 25 minutes (20 µl); 100 µl reactions require an additional 15 minutes. • Maximum temperature ramping time: 20°C/second
Software	<ul style="list-style-type: none"> • New LC Software 4.0 • Utilize Windows 2000 as the Operating System • Allows multi-tasking between windows and/or programs during sample runs. • Capable of performing a melting curve analysis for mutation detection and/or product verification • Four levels of user management • Network capable data management and analysis • Absolute Quantification with external standards (w./w.o. internal control) • One and two-color Relative Quantification (included instead of stand-alone) • Qualitative Analysis (w./w.o. internal control) • Qualitative Analysis with "external internal control" • Nucleic Acid quantification (pico green) • Melting Curve Analysis (improved analysis options) • Mutation Detection / Genotyping "calling" • Backwards compatible to LC software 3.x • Customizable reports
Input power	<ul style="list-style-type: none"> • Selectable: 110 V, 115 V, 220 V, 240 V

LightCycler™ 2.0 Real-time PCR System Proposal for Sale

WVDHHR

RE: Sole Source

Dear Purchasing,

The LightCycler 2.0 Instruments is a rapid, real-time quantitative PCR instrument that has unique multiplexing capabilities. It is supported by an extensive reagent offering, primer/probe design software and upstream sample preparation reagents and instrumentation.

The LightCycler 2.0 Instrument is operated by the LightCycler 4.0 Software. The LightCycler 4.0 Software contains: Application specific macro capabilities, LightCycler Data File Editor and Manager, integrated Relative Quantification Software, Melting Curve analysis for qualitative PCR and Genotyping, and 4 levels of User Management.

The LightCycler 2.0 Instrument excites fluorescent dyes via a maintenance-free LED light source. Fluorescent signals are captured by a unique microvolume fluorimeter. The fluorimeter utilizes Rodenstock optics to detect 6 different fluorescent wavelengths: 510, 555, 610, 640, 670, and 710nm.

The rapid PCR cycling of the LightCycler 2.0 Instrument is possible due to the use of glass cuvettes (20µl and 100µl) in a single reaction chamber that is heated and cooled via forced air.

In order to guarantee product quality, precision and accuracy, the LightCycler 2.0 Instrument and its associated accessories are only available through Roche Applied Science.

Best regards,

Steve Hurwitz
Product Manager-Genomic Systems
Roche Applied Science

WVDHHR

Exhibit D**WARRANTY SERVICE AGREEMENT TERMS AND CONDITIONS****I PURPOSE**

The purpose of this Agreement is to set forth the understandings of the parties of the terms and conditions applicable to the servicing of the "Instrument" installed by RDC at the Customer's location.

II APPLICATION

This Agreement shall be applicable only to instruments distributed and installed by RDC

III RDC OBLIGATIONS

- A** RDC shall service the Instrument for 12 months from the effective date of the Instrument Agreement. For the purposes of this Agreement, the terms "service" and "maintenance" shall include labor time, travel time, repairs and replacement parts
- B** In the case of a total stoppage of all or part of the Instrument, RDC shall endeavor to provide emergency service within forty-eight (48) hours of the Customer's call. Where it appears to the service representative that the nature and gravity of the stoppage will cause a delay in performance in excess of forty-eight (48) hours, RDC shall immediately inform the Customer as to the nature and gravity of the problem and the anticipated time necessary to put the Instrument in working order.
- C** The following provisions shall apply to all repairs and/or servicing by RDC:
- All repairs and/or servicing shall be performed during normal working hours, i.e., Monday through Friday from 9:00 A.M. to 5:00 P.M. If the Customer makes a demand for service outside of the normal service hours, RDC shall use its best efforts to provide such service.
 - The length of time required for repairs and/or servicing shall always be kept at a minimum. Repairs and servicing shall be effected in a fashion which results in the least disruption to the operation of the instrument.
 - Upon each instance of repair or servicing, as the case may be, the RDC service representative shall make a report indicating his or her name, the date, the hour of arrival and of departure, the duration of the visit, the purpose of the visit, a description of the work performed, any improvements to be made or that are planned and any other observations and/or suggestions. Each report shall be signed by the RDC service representative and the Customer. The Customer shall retain one copy.
 - When it is deemed necessary, RDC shall make a written report to the Customer including any fact which appears to have an impact on the proper functioning of the Instrument and any particular measure required to maintain the Instrument in good working order. RDC shall specifically note operating errors, faulty Customer maintenance, and desired modifications.
- D** The obligations of RDC shall not include the following:
- The providing of consumable items, such as printer paper, magnetic tape, cables, reagents, cuvettes, seals, accessories to pipettes and in general any RDC consumable products.
 - Services such as the painting of the Instrument and the integration of the Instrument with equipment not provided or installed by RDC, e.g. computer equipment not sold by or distributed by RDC

IV CUSTOMER OBLIGATIONS

- A** The Customer agrees to use the Instrument in strict accordance with RDC operating instructions to permit service and repair work by RDC personnel only and to obtain the written consent of RDC prior to connecting the Instrument to any other equipment or using non-RDC equipment and/or accessories with the instrument
- B** The Customer agrees to use the Instrument in any appropriate location and with electrical connections which correspond to the electrical supply specifications of the manufacturer. The Customer shall protect the Instrument from all adverse elements such as dirt, dust and liquids of any kind
- C** The Customer agrees to allow RDC personnel free access to operating locations of any Instrument to be serviced and to provide adequate space around the Instrument. In turn, RDC agrees to respect all internal operating procedures of the Customer of which it is advised as well as general security instructions.

V EXCLUSIONS FROM COVERAGE

This Agreement shall not apply to repairs which may not be imputed to the manufacturer or to RDC, including in particular, and without limiting the generality of the foregoing:

- A** The repair of breakdowns or damages which result from operator errors, lack of operator maintenance, abnormal or unapproved uses, acts of third parties, faulty electrical connections, fluctuations or failures in air condition, heating or cooling systems and electrical power failures.
- B** The repair of breakdowns or damages caused by force majeure, including natural disasters such as fire, flood, earthquake, wind damage and lightning, strikes, riots, sabotage demonstrations, acts of terrorism, war, civil war, acts of public authorities and all other acts beyond the reasonable control of RDC or the manufacturer.
- C** The repair of breakdowns or damages caused by defects or malfunctions of any external computer hardware attached to the instrument.
- D** Normal daily, weekly, monthly and semi-annual maintenance services to be provided by the Customer such as replacement of fuses, lamps, tubes, reagents and probes.
- E** In the event that RDC is called upon to perform repairs such as those listed in A, B, C and D above, the following provisions shall apply:
- RDC shall compile detailed cost estimates describing the work to be performed, the number and cost of supplies and parts to be provided, the expected time to completion, the hourly rate and other details and conditions of the repairs.
 - Approval of the type of repairs described in this section shall be given by the Customer submitting a purchase order to RDC and shall be billed separately from other repair and service work performed under this Agreement. The repairs and/or recondition described in this section are not obligatory and may not be accepted by the Customer. In such case, however, RDC may require that the subject instrument(s) cease to be covered by this Agreement. Final approval for all determinations pursuant to this section is at the discretion of the RDC National Service Manager

VI INSTRUMENT MODIFICATIONS

RDC may be required to effect modifications to an instrument in order to improve its use and reliability. All such modifications shall be the subject of a detailed cost estimate by RDC and shall be assented to by the Customer by submitting a purchase order to RDC. All modification work shall be billed separately except modifications required to improve use or reliability which occur during the one (1) year warranty period, which shall be free. Modified instruments shall be subject to this Agreement in all respects. Modifications shall not extend the normal warranty period.

VII TERMS AND TERMINATION

The term of this Agreement shall be for 12 months from the effective date of the Instrument Agreement.

- A** Abusive and repetitive requests by the Customer for service and/or parts shall entitle RDC to terminate this Agreement via the following procedure:
- RDC shall inform the Customer of the nature of such abuse and corroborate the same with incidences of unnecessary trips, etc.
 - In addition to such corroboration, RDC shall provide the Customer with thirty (30) days written notice of its intent to terminate the Agreement and the Agreement shall so terminate at the end of said thirty-day period.
- B** RDC reserves the right to suspend its performance hereunder during any period in which Customer's accounts with RDC are not current. In the event of such suspension, RDC shall establish such conditions for reinstatement as it deems appropriate to assure the Instrument is restored, at Customer's expense to a condition at least as good as the condition it was in prior to the suspension.
- C** RDC further reserves the right to terminate this Agreement in the event Customer fails to cure any breach hereof within ten (10) days of notice of such breach by RDC.

VIII WARRANTY/LIMITATION REMEDY/INDEMNITY

- A** LIMITED WARRANTY - RDC warrants to the Customer that the material and workmanship delivered under this Agreement will be free from defects for a period of thirty (30) days from the date of delivery of such material or workmanship or, if the material or workmanship is installed by a RDC service representative from the date of such installation.
- B** DISCLAIMER OF WARRANTY - RDC HEREBY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE MATERIALS OR WORKMANSHIP DELIVERED HEREUNDER EXCEPT THE LIMITED WARRANTY SET FORTH IN SECTION IX (A) ABOVE.
- C** LIMITATIONS OF REMEDY - THE PARTIES HERETO AGREE THAT THE CUSTOMER IS ENTITLED ONLY AS ITS EXCLUSIVE REMEDY FOR DEFECTIVE MATERIAL OR WORKMANSHIP FURNISHED THE CUSTOMER UNDER THIS AGREEMENT, TO THE REPAIR OR REPLACEMENT BY RDC OR SUCH DEFECTIVE MATERIAL OR WORKMANSHIP.
- D**
- NO LIABILITY FOR FORCE MAJEURE - RDC SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE CUSTOMER WHICH RESULTS FROM NONPERFORMANCE OR DELAY IN PERFORMANCE OF ANY TERMS OR CONDITIONS OF THIS AGREEMENT CAUSED BY ACTS OF GOD, LAWS, REGULATIONS OR OTHER ACTS OF GOVERNMENT, FREIGHT EMBARGOES, ACCIDENTS OR OTHER DELAYS IN TRANSPORTATION, LABOR SHORTAGES, STRIKES OR OTHER LABOR PROBLEMS, INABILITY TO SECURE MATERIAL OR SUPPLIES OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF RDC.
 - NO LIABILITY FOR CONSEQUENTIAL DAMAGE - RDC SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES AND DOWNTIME COSTS, RESULTING FROM OR ARISING IN CONNECTION WITH THE PERFORMANCE, DELAY IN PERFORMANCE OR NONPERFORMANCE OF ANY TERMS OR CONDITIONS OF THIS AGREEMENT OR FROM THE USE OR MISUSE OF THE INSTRUMENT (OR ANY SUBSTITUTE THEREFORE) OR ANY MATERIAL OR WORKMANSHIP DELIVERED HEREUNDER, EVEN IF RDC HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES

IX NOTICE

Any notice given or required pursuant to the terms of this Agreement shall be delivered via certified or registered mail (return receipt requested) and shall be deemed effective five (5) days after the date of mailing, postage prepaid and sent to the address of the parties set forth above, unless notice of a different address is provided.

X GENERAL

- A** ENTIRE AGREEMENT. This Agreement shall constitute the final, complete and exclusive written expression of all terms and conditions agreed upon by the parties hereto in regard to the servicing of the Instrument. Any statement, terms or conditions of any purchase order submitted by the Customer in respect to the services to be supplied hereunder, which are in addition to or differ from the terms and conditions of this Agreement are rejected and shall be given no force or effect.
- B** GOVERNING LAW. This Agreement is governed by the internal laws of the State of Indiana without regard to conflicts of laws principles. Customer hereby irrevocably consents to the personal jurisdiction of the Federal and State courts located in Marion County, Indiana with respect to any action arising hereunder; provided, however, RDC may in its sole discretion enforce this Agreement in any State having lawful jurisdiction thereof. Customer waives trial by jury in any action hereunder.
- C** SUCCESSORS INTERESTS. This Agreement shall be binding on RDC and Customer and their respective successors and assigns and shall inure to the benefit of RDC and Customer and the successors and assigns.