



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:
LBS12015

PAGE:
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Roche Diagnostics Corporation
 9115 Hague Road Bldg H
 Indianapolis, IN 46256

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/12/2011				

BID OPENING DATE: **09/28/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM ON. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. TO MOVE THE BID OPENING DATE FROM 9/15/2011 TO 9/28/2011.						
3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: LBS12015						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

RECEIVED
 2011 SEP 21 A 9 34
 STATE PURCHASING DIVISION
 CHARLESTON, WV

RECEIVED
 2011 SEP 13 PM 2:40
 OFFICE OF DIRECTOR OF PURCHASING

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-521-2000	DATE 9/14/11	
TITLE Contract Mgr.	FEIN 13-2511923	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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09/12/2011				

BID OPENING DATE: 09/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 317-521-2000 DATE 9/14/11

TITLE Contract Mgr. FEIN 13-2511923 ADDRESS CHANGES TO BE NOTED ABOVE

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HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/12/2011				

BID OPENING DATE: 09/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		193-36		
AUTOMATED NUCLEIC ACID PURIFICATION SYSTEM						
***** THIS IS THE END OF RFQ LBS12015 ***** TOTAL:						\$32,500.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 307-521-2000 DATE: 9/14/11
 TITLE: Contract Mgr. FEIN: 132-511923 ADDRESS CHANGES TO BE NOTED ABOVE

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

STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Page ___ of ___ Pages

Requisition / P.O. No.:
LBS12015

File:

Acct. No.:

8802-2012-2958-096-072-19465

Vendor: _____ P.O. Date: _____

Spending Unit:
DHHR/OLS

Item No.	Quantity	Description	Unit Price	Amount
		<p>VENDOR QUESTION #1:</p> <p>Could you please explain what is meant by FDA approved?</p> <p>RESPONSE:</p> <p>The reference to the FDA, is in regards to a protocol that is used for a particular instrument that has been approved by the FDA.</p> <p>VENDOR QUESTION #2:</p> <p>Since this appears to be very similar to RFQ LBS12058 - would I be able to actually see why this original RFQ was canceled? Are those bids visible to the public?</p> <p>RESPONSE:</p> <p>Yes, the bids can be viewed or copies requested through the archive area.</p>		



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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/15/2011				

BID OPENING DATE: 09/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		193-36		
<p>AUTOMATED NUCLEIC ACID PURIFICATION SYSTEM</p> <p>TO PROVIDE A MAGNA PURE COMPACT SYSTEM, OR EQUAL, TO PERFORM FAST AND EASY AUTHOMATION OF NUCLEIC ACID PURIFICATION FROM UNKNOWN ENVIRONMENTAL SAMPLES DURING A BIOTERRORISM EVENT. THE SYSTEM MINIMIZES CONTAMINATION RISK WITH PREFILLED REAGENTS AND DISPOSABLES, SYNCHRONIZED STAGE MOVEMENT, AN INTEGRATED HEPA FILTER AND UV DECONTAMINATION WHICH IS VERY CRITICAL WHEN DEALING WITH SUSPECT BIOTERRORISM SAMPLES, PER THE ATTACHED SPECIFICATIONS.</p> <p>-EQUIPMENT-MUST-BE-FDA-APPROVED-Magna Pure Compact System is not approved</p> <p>SHIPPING TERMS TO BE F.O.B. DESTINATION, PREPAID, UNLESS VENDOR STATES DIFFERENTLY WHEN SUBMITTING THEIR QUOTATION.</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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

RECEIVED
 2011 AUG 17 PM 1:26
 REG. CLERK
 DEPT. OF PURCHASING

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 307-521-2000 DATE: 9/14/11

TITLE: Contract Mgr. FEIN: 13-2511923 ADDRESS CHANGES TO BE NOTED ABOVE

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08/15/2011				

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LINE	QUANTITY	UQP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 8/30/2011. QUESTIONS MAY BE SENT VIA USPS; FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: 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>VENDOR PREFERENCE CERTIFICATE SEE REVERSE SIDE FOR TERMS AND CONDITIONS</p>						

SIGNATURE	TELEPHONE 317-521-2000	DATE 9/14/11
TITLER Contract Mgr.	FEIN 13-2511923	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----LBS12015-----</p> <p>BID OPENING DATE:-----09/15/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 307-521-2000 DATE 9/14/11

TITLE Contract Mgr. FEIN 13-2511923 ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/15/2011				
BID OPENING DATE: 09/15/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						
Laura Osburn 317-521-2961						

***** THIS IS THE END OF RFQ LBS12015 ***** TOTAL:						\$32,500.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **317-521-2000** DATE **9/14/11**
 TITLE *Contract Mgr.* FEIN **13-2511923** ADDRESS CHANGES TO BE NOTED ABOVE

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LBS12015

SPECIFICATION AND REQUIREMENTS

Test Equipment Specifications

1. System must be capable of processing 1 - 8 sample purifications from 100ul to 1000ul in 15- 40 minutes.
2. System must be able to track samples and reagents with an integrated bar-code scanner and relabeled Reagent Cartridges and Elution Tubes.
3. System must be able to protect each sample from cross-contamination using synchronized stage movement, integrated HEPA filter, UV decontamination and prefilled and sealed reagents and disposables.
4. System must be able to support magnetic-bead isolation techniques.
5. System must have the following dimensions or less: 540 mm W x 610 mm D x 570 mm H (21.3 in W x 24 in D x 22.4 in H). System must weight 60 kg (132 lbs) or less.
6. System must be capable of producing elution volumes of 50 -- 200 ul.
7. System must have a power source of AC 90-240 V, 50/60 Hz.
- *8.- Must be FDA approved. *Magna Pure Compact System is not FDA approved

[Handwritten signature]
9/1/16

Computer Equipment Specifications

1. Vendor must supply and integrate any attached personal computer device to the equipment and provide operational configuration and testing.
2. Internal personal computer with windows operating system, operated via color touch screen monitor (6.4 in) and bar-code reader.
3. Instrument must contain preinstalled protocols that can be selected by scanning the bar code on reagent cartridges.
4. System must be capable of saving run documentation, print out with an external printer, or routed via host connectivity.

Installation & Training Requirements

1. Full instrument installation and performance verification must be performed by a Certified Field Service Engineer, must be included at no additional cost and must be completed within 30 days of equipment delivery.
2. One day, on site hands-on training for two people must be performed by a Field Service Engineer at the Office of Laboratory Services, 167 11th Avenue, South Charleston, WV 25303 at no additional cost and must be completed within 30 days of equipment delivery.

Warranty Requirements

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

Service and Support Requirements

1. Must provide full support and service of test equipment and attached computer equipment for the duration of the manufacture warranty and must be provided at no additional cost.

Shipping and Delivery Requirements

1. Shipping terms to be F. O. B. Destination, Prepaid unless vendor states differently when submitting quotation.
2. If shipping costs are incurred they must be included as a separate line item and part of the total cost of the equipment.
3. Must be delivered within 60 days of approved purchase order.
4. Delivery must be inside delivery and must be made Monday through Friday, 8:00 a.m. through 4:00 p.m.

RFQ COST SHEET

Bidders shall provide a cost for the following:

MagNa Pure Compact System, or equal

\$ 32,000.00

Freight/Shipping Charge

\$ 500.00

Total Cost \$ 32,500.00

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



Vendor Signature

9/14/11

Date

ATTACHMENT
P.O.# LBS12015

This agreement *constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.
*Including attached Proposal (Exhibit A)

[Handwritten signature] 9/14/11

Agreed
[Handwritten signature] 9/14/11
Signature Date
Contract Mgr.
Title

Roche Diagnostics Corporation
Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Roxhe Diagnostics

Signed: [Signature]

Title: Contract Mgr.

Date: 9/14/11

RFQ No. LBS 12015

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

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

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

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

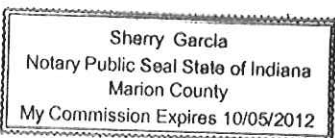
WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____
Authorized Signature: [Signature] Date: 9/14/11
State of INDIANA
County of MARION, to-wit:

Taken, subscribed, and sworn to before me this 14 day of September, 2011.
My Commission expires 10/05/2012, 20R.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



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: Roche Diagnostics Corp Signed: [Signature]
Date: 9/14/11 Title: Contract Mgr.

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



June 7, 2011

West Virginia Office of Laboratory Services
Ed DosSantos
Bureau for Public Health
167 11th Ave.
South Charleston, West Virginia 25303
Phone: (304) 558-3530 X 2301
Fax: (304) 558-0895
ed.a.dossantos@wv.gov

Dear Mr. DosSantos,

Roche Applied Science is pleased to offer the following proposal for the sale of a MagNA Pure Compact Instrument.

WVDHHR

Pricing Information:

Effective dates of proposal	Description	Cat. No.	List Price	Proposal Price
06/07/2011through 10/18/2011	MagNA Pure™ Compact	03731146001	\$ 35,000.00	\$ 32,000.00
	Freight Charges (approximate)		\$ 500.00	\$ 500.00
	MP Compact NA Kit I	03730964001	<i>No Charge</i>	<i>No Charge</i>

MagNA Pure™ Compact Instrument components and specifications - Exhibit A (attached)

MagNA Pure™ Compact Instrument reagents and accessories - Exhibit B (attached)

MagNA Pure™ Compact Instrument unique specifications and features, sole source letter - Exhibit C (attached)

Instrument Warranty:

- Complete coverage for parts and labor for one year.
- Technical assistance hotline for hardware, software and application chemistry.
- 24-hour response time for scheduling of on-site repair/replacement.

WVDHHR

A valid Purchase Order and the Extended Warranty Service Agreement must be completed, signed, and returned to complete the purchase of a MagNA Pure™ Compact Instrument.

Delivery and Installation:

Timely delivery, installation and training will ensure your rapid success with the MagNA Pure Compact. Because of this Roche Applied Science offers the following installation package:

- Delivery will be scheduled with a freight company that has experience with RAS equipment.
- A Field Service Representative or an Application Specialist will install the instrument ensuring precise robotic movements.

Ordering:

To place you 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,



Peter Bent
Genomics Sales Specialist
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

WVDHHR

Exhibit A - System Components and Specifications

MagNA Pure Compact Instrument

- Stand alone bench-top instrument
- Process 1 to 8 samples per batch
- 8 nozzle robotic arm
- Precise, piston-driven pipetting
- Approximately 60kg. (153lbs.)
- No vacuum on stage
- No tubing on stage
- No sample contact with machine surfaces
- Closed housing with UV decontamination capability
- Power – standard plug AC90 to 240 V; 50/60 Hz
- Compact – 19" W x 24" D x 23" H
- Sample volume: 100-1000µl
- Elution volume: 25 – 250 µl
- Disposables and reagents:
 - RNAse-free
 - Pre-loaded
 - Bar-coded
- Clot and tip-loss detection
- Network-ready

MagNA Pure Compact Control

- Internal PC, Windows 2000 system, 128 MB RAM, 4 GB HDD
- High resolution, high contrast, color touch screen display
- Ports:
 - 2 x USB
 - 1 x Parallel
 - 1 x Serial (for RS 232)
 - 1 x Keyboard
 - 1 x LAN
 - Floppy Drive

MagNA Pure Compact Software

- Easy-to-use graphic user interface (GUI)
- Software supported reagent handling, sample tracking, and record keeping
- Software controlled UV decontamination
- Reporting
- Maintenance reminder

WVDHHR

Exhibit B – MagNA Pure Compact Instrument Reagents

MagNA Pure Compact Reagents for Total Nucleic Acid Isolation	Cat. No.	Pack Size
MagNA Pure Compact Nucleic Acid Isolation Kit I	03730964001	32 isolations
MagNA Pure Compact Nucleic Acid Isolation Kit I – Large Volume	03730972001	32 isolations
MagNA Pure Compact RNA	04802993001	32 isolations
MagNA Pure Bacterial Lysis Buffer	04659180001	20ml
MagNA Pure DNA Tissue Lysis Buffer	04805160001	100ml

MagNA Pure Compact Accessories – Workflow	Cat. No.	Pack Size
MagNA Lyser Instrument	03358968001	1 instrument
MagNA Lyser Green Beads	03358941001	100 tubes
LC 2 Centrifuge	03709507001	1 instrument
MagNA Pure Compact Drop Catcher	03788270001	1 Tray
MagNA Pure Compact Elution Tube Rack	03788288001	1 Rack
MagNA Pure Compact Tube Rack	03788296001	1 Rack
MagNA Pure Compact Waste Tank	03788300001	1 Tank
MagNA Pure Compact Drip Tray	04347005001	1 Tray
MagNA Pure Compact Cartridge Rack	03788237001	1 Rack

MagNA Pure Compact Accessories – Maintenance	Cat. No.	Pack Size
MagNA Pure LC O-ring Maintenance Kit	03561429001	O-rings (12X 8), grease
MagNA Pure Compact Tip Tray Kit	03753166001	10 Tip Trays

WVDHHR

Exhibit C – MagNA Pure™ Compact Unique Specifications and Features

Parameter	Specification
Technology	<ul style="list-style-type: none"> • Magnetic bead isolation in reaction tips • Automated isolation and purification of DNA, RNA and mRNA
Mechanics	<ul style="list-style-type: none"> • 8 nozzle robotic arm • No vacuum or tubing on stage • Variable processing of 1 to 8 samples • No sample or reagent contact with instrument in normal operation • Sample volume range – 100 – 1000 µl • Elution volume range – 50 – 200 µl • Closed housing • Tip and clot detection
Software	<ul style="list-style-type: none"> • Touch Screen Display • Software controlled UV decontamination, sample tracking • Windows 2000 Operating System
Size	<ul style="list-style-type: none"> • Compact dimensions – 29 W x 19 D x 23 H (inches) • Weight 60 kilograms (154 lbs.)
Processing Time	<ul style="list-style-type: none"> • All purification protocols complete in 15-40 minutes.
Input power	<ul style="list-style-type: none"> • Selectable: 110 V, 115 V, 220 V, 240 V

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:

1. 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.
2. 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.
3. 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.
4. 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:

1. 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.
2. 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, abnormally 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:

1. 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.
2. 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 dated 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:

1. RDC shall inform the Customer of the nature of such abuse and corroborate the same with incidences of unnecessary trips, etc.
2. 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. 1. 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.

2. 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 insure to the benefit of RDC and Customer and the successors and assigns.

RE: MagNA Pure Compact Sole Source

Date:

Dear

The MagNA Pure Compact is a fully automated walk-away system for isolation and purification of DNA and RNA. The MagNA Pure Compact is an instrument and reagent system fully supported by Roche Applied Science with user selectable protocols for isolation of these various nucleic acids. The instrument utilizes Magnetic Bead technology for purification of high quality DNA or RNA from sources such as blood, blood cells, cultured cells, serum, tissue, and environmental samples. The isolated nucleic acids are suitable for many down-stream applications. The MagNA Pure Compact is a high-speed system that will prepare up to 8 samples in less than 20-35 minutes, depending on the protocol.

Roche is the sole manufacturer and distributor of the MagNA Pure Compact instrument and reagents.

The instrument and software confer the following unique specifications:

Hardware:

- Integrated HEPA filter
- Process 1 to 8 samples per batch with 8 nozzle robotic arm
- Approximately 60kg. (153lbs.)
- No sample contact with machine surfaces
- Closed housing with UV decontamination capability
- Compact – 19" W x 24" D x 23" H
- Sample volume: 100-1000µl; Elution volume: 25 – 200 µl
- Clot and tip-loss detection

Instrument Control/ Software:

- Internal PC, Windows 2000 system, 128 MB RAM, 4 GB HDD
- High resolution, high contrast, color touch screen display
- Ports: 2 x USB, 1 x Parallel, 1 x Serial (for RS 232), 1 x Keyboard, 1 x LAN, Floppy Drive
- Easy-to-use graphic user interface (GUI)
- Software supported reagent handling, sample tracking, and record keeping
- Software controlled UV decontamination
- Reporting
- Maintenance reminder
- Network-ready

The currently available reagents for the MagNA Pure Compact Instrument were designed specifically for use on this instrument. They have been developed to fit the unique protocols, stage layout and pipetting steps of the MagNA Pure Compact Instrument. Because of the extensive development and design of these reagent kits, they are only available through Roche Applied Science.

Additionally, the available disposable plastics for the MagNA Pure Compact Instrument were designed specifically for the instrument. They are integrated into the reagent kits and have been developed to fit the unique configuration of the instrument stage and support the Roche Chemistries for nucleic acid isolation. Because of this design structure, these specialized disposable plastics are only available through Roche Applied Science.