



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 |
| LBS12085 |

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| PAGE |
| 1 |

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| 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

6 HOURS

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 |
|--------------|---------------|----------|--------|---------------|
| 12/06/2011 | | | | |

BID OPENING DATE: 01/05/2012 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 AUTOMATION 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>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> <p>INQUIRIES:</p> | | | | | | |

RECEIVED
 2011 JAN -5 P 12:29
 PURCHASING DIVISION
 STATE OF WV

| | | | |
|---|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Christen Mann</i> | TELEPHONE 317-521-7373 | DATE 12/27/11 | |
| 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'

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vro/hipaa.html and 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.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

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| 2 |

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| ROBERTA WAGNER 304-558-0067 |

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

VENDOR

OFFICE

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 |
|--------------|---------------|----------|-----|---------------|
| 12/06/2011 | | | | |

BID OPENING DATE: 01/05/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/20/2011. 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 SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Christen Mann</i> | TELEPHONE 304-521-7373 | DATE 12/27/11 |
| TITLE <i>Contract Mgr</i> | FEIN 13-2511923 | ADDRESS CHANGES TO BE NOTED ABOVE |

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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 material, 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.

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**Request for
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LBS12085

PAGE
3

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

BUYER

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
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| <p>VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="margin-left: 40px;">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.:-----LBS12085-----</p> <p>BID OPENING DATE:-----01/05/2012-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID;</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <i>Christen Mann</i> | TELEPHONE <i>317 521 7373</i> | DATE <i>12/27/11</i> |
| TITLE <i>Contract Mgr</i> | FAX <i>13-2511923</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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OFFER

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|--|----------|-----|--------|-------------|------------|-------------|
| ----- | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| <u>Laura Osburn (317) 521 -2961</u> | | | | | | |
| ----- | | | | | | |
| ***** THIS IS THE END OF RFQ LBS12085 ***** TOTAL: | | | | | | \$32,500.00 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|------------------------------|-----------------------------------|
| SIGNATURE <i>Choleen Mann</i> | TELEPHONE <i>317521 7373</i> | DATE <i>12/27/11</i> |
| TITLE <i>Contract Mgr</i> | FEN 13-2511923 | ADDRESS CHANGES TO BE NOTED ABOVE |

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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 dimensions of 22 in W x 24 in D x 23 in H or less. 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 standard plug/power source of 110 V.

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.

LBS12085

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.

"Rebid of LBS12015"

LBS12085

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

*Please see attached proposal

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.

Christen Mann

Vendor Signature

12/27/11

Date

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.

- 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,
- 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,
- 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,
- 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,
- 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,
- 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 Corporation

Signed: Christen Mann

Date: 12/27/11

Title: Contract Mgr.

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

000009

RFQ No. LBS 12085

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 instrumentally established by a county or municipality; any separate corporation or instrumentally 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 §61-6-3), 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: Roche Diagnostics Corporation

Authorized Signature: Christen Mann Date: 1/4/2012

State of Indiana

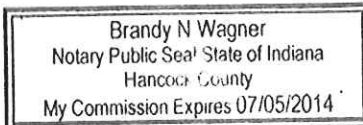
County of Marion, to-wit:

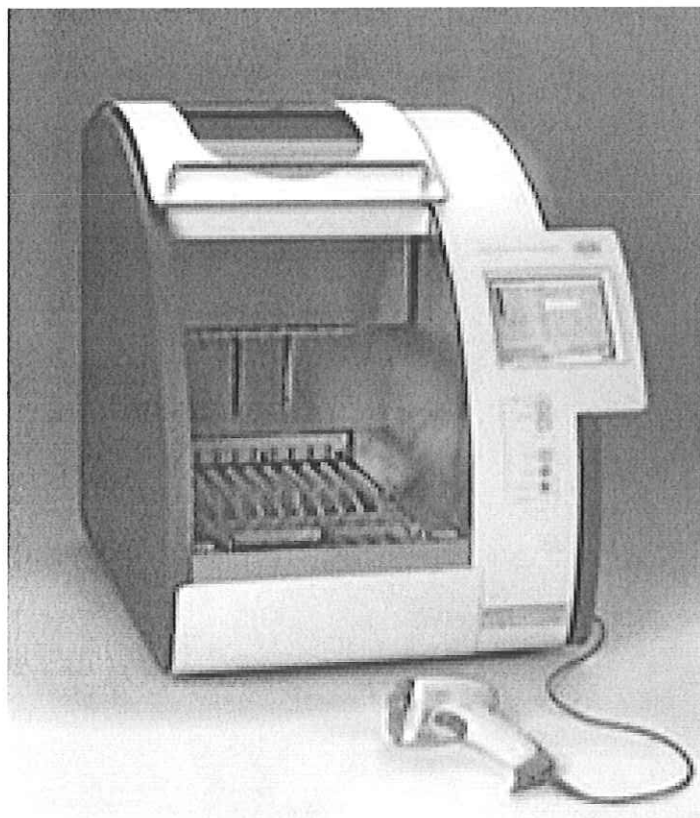
Taken, subscribed, and sworn to before me this 4th day of January, 2012

My Commission expires 7/5, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC Brandy N. Wagner





December 21,2011

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.

MagNA Pure™ Compact Proposal for Sale

WVDHHR

Pricing Information:

| Effective dates of proposal | Description | Cat. No. | List Price | Proposal Price |
|------------------------------------|-------------------------------|-----------------|-------------------|-----------------------|
| 12/21/2011through 2/28/2012 | 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. (132lbs.)
- 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 - 21.3" W x 24" D x 22.4" H
- Sample volume: 100-1000µl
- Elution volume: 50- 200 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 – 21.3 W x 24 D x 22.4H (inches) • Weight 60 kilograms (132 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. (132 lbs.)
- No sample contact with machine surfaces
- Closed housing with UV decontamination capability
- Compact – 21.3" W x 24" D x 22.4" H
- Sample volume: 100-1000 μ l; Elution volume: 50 – 200 μ l
- 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.