



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

# Request for Quotation

RFQ NUMBER  
**DPS0736**

PAGE  
**1**

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

VENDOR

\*709001549 03 800-762-4000  
**PERKIN ELMER INSTRUMENTS-LLC-**  
**710 BRIDGEPORT AVENUE LAS, Inc**  
**MAIL STOP 172**  
**SHELTON CT 06484-4794**

SHIP TO

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

DATE PRINTED <b>04/08/2007</b>	TERMS OF SALE <b>N30</b>	SHIP VIA <b>Common Carrier</b>	F.O.B. <b>Destination</b>	FREIGHT TERMS <b>Freight Quoted</b>
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BID OPENING DATE: **04/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR QUOTATION		
				THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA STATE POLICE TO PROVIDE AN AUTOMATED LIQUID HANDLING INSTRUMENT FOR ITS FORENSIC LABORATORY.		
				ATTACHMENTS: 1. SPECIFICATIONS 2. AFFIDAVIT		
0001	1	LS		490-90	\$117,063.20	\$117,063.20
				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).		
				A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:		
				<input type="checkbox"/> 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  <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING		
				Bid in accordance with Perkin Elmer LAS, Inc quotation #20203244 attached.		

**RECEIVED**  
 2007 APR 24 A 9:43  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Scott Erme</i>	Scott Erme	TELEPHONE 800-762-4000	DATE 4/23/07
TITLE Sr Technical Sales Engr	FEIN 04-3361624	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER, AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p>						

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04/08/2007				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: DPS0736-----</p> <p>BID OPENING DATE: 04/24/2007-----</p> <p>Bid submitted in accordance with PerkinElmer LAS, Inc quotation #20203244 attached.</p>						

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04/08/2007				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM	-----	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				203-944-4914	-----	
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Scott Erme	-----	
***** THIS IS THE END OF RFQ DPS0736 ***** TOTAL:						<u>\$117,063.20</u>
Bid submitted in accordance with PerkinElmer LAS, Inc quotation #20203244 attached.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Scott Erme Scott Erme TELEPHONE 800-762-4000 DATE 4/23/07  
 TITLE Sr Technical Sales Engr FEIN 04-3361624 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

General specifications

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

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

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

Real-time PCR

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

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

#### Normalization/STR setup

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

#### Software

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

#### Training

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

#### Warranty – 1 year

Should cover emergency repairs, parts, labor and travel

Engineering reliability upgrades

Telephone and/or web support

Software support (revision updates)



**Quotation**

710 Bridgeport Avenue  
Shelton, CT 06484-4794

Phone: 1-800-762-4000  
Fax: 203-944-4914

To: JOHN ABBOTT  
STATE OF WEST VIRGINIA  
725 JEFFERSON RD  
SOUTH CHARLESTON WV 25309

QUOTE NO.: 20203244  
QUOTE VALID TO: 06/23/2007  
QUOTE DATE: 04/23/2007  
PAY. TERMS: Net 30 Days  
FREIGHT TERMS: FOB Destination - Frt Quoted  
ULTIMATE DEST.: UNITED STATES OF AMERICA

TELEPHONE NO. 304-746-2439  
FAX NO.  
YOUR REFERENCE

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
1	AJL4G01	JANUS Expanded Platform, 4-tip and Grip Sales Discount JANUS Expanded Platform, 4-tip and Gripper Includes the following: -Four (4) sample probes with independent Z-drive motion control -Gripper arm with five axis of motion (X,Y,Z,Theta,G) -Varispan-automatic variable spacing between sampling probes -Peristaltic pump for tip washing and carry-over elimination -Tile deck design to enable positioning for 384-well plates -Independent liquid level sensing on all sampling tips -Eight (8) Plate-Adapter Support Tiles -Computer with 17 inch flat screen monitor -Windows XP operating system and Microsoft Office 2003 -WinPREP applications software -Operator's Manual	1	62,300.00	62,300.00 6,230.00-
2	1654363	Line cord, North America Sales Discount	1	10.00	10.00 1.00-
3	7002356	VersaTip PLUS RoboRack Kit, JANUS Sales Discount VersaTip PLUS Roborack Kit, JANUS Includes: -Four (4) VersaTip PLUS adapters -Four (4) tip stripper collars -Disposable Tip Slide	1	3,660.00	3,660.00 366.00-

SEND PURCHASE ORDERS TO:  
PerkinElmer Life and Analytical Sciences  
710 Bridgeport Ave.  
Shelton, CT 06484-4794  
Phone: 1-800-762-4000  
Fax: 203-944-4914

SALES REPRESENTATIVE: SCOTT ERME  
PREPARED BY: Susanne Giraud





Quotation

710 Bridgeport Avenue  
Shelton, CT 06484-4794

Phone: 1-800-762-4000  
Fax: 203-944-4914

To: JOHN ABBOTT  
STATE OF WEST VIRGINIA

QUOTE NO.: 20203244  
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QUOTE DATE: 04/23/2007

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		-Hanging tip rack holder for 1000 ul disposable tips -Disposable tip starter package -Five (5) biohazard bags  -The VersaTip PLUS RoboRack option enables the use of 20ul, 200ul and 1000ul disposable tips, in addition to providing a fixed washable probe. The 20ul (PN 6000679) and 200ul (PN 6000683) disposable tips are packaged in RoboRacks, an automation friendly disposable tip box that is compatible with the plate-adapter support tile (PN 7601836). The 1000ul (PN 6000658) disposable tips require hanging tip racks (PN 7607537).			
4	7002340	500 ul syringe assembly, 4-tip Sales Discount	1	488.00	488.00 48.80-
5	7006623	500 ul syringe maintenance kit,4 tip Sales Discount	1	850.00	850.00 85.00-
6	7607537	Hanging Tip Rack Holder, 1ml DT Sales Discount Compatible with 1000 ul disposable tips	1	499.00	499.00 49.90-
7	7600061	Angle Bracket, Varispan Grid Plate Sales Discount -Compatible with the JANUS Integrator Platform -Mounted to the right side of the JANUS instrument to provide eight (8) additional Varispan deck tile locations positioned below the standard deck of the JANUS	1	1,109.00	1,109.00 110.90-
8	5083083	1.4ml V-bottom Heat Tsfer Bick, 96 well Sales Discount	2	300.00	600.00 60.00-
9	5083175	96-well Magnet Sales Discount A toroid design deep well plate magnet designed for use with magnetic particle-based applications***** **	1	981.00	981.00 98.10-



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ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
10	5088440	10mm vial/tube heat tsfr block, 24 well Sales Discount	1	351.00	351.00 35.10-
11	7002465	Variomag Teleshake Plate Shaker 3mm,110V Sales Discount	1	4,021.00	4,021.00 402.10-
12	AJM4001	JANUS Standard Platform, 4-tip Sales Discount JANUS Standard Platform, 4-tip Includes the following: -Four (4) sample probes with independent Z-drive motion control -Varispan-automatic variable spacing between sampling probes -Peristaltic pump for tip washing and carry-over elimination -Tile deck design to enable positioning for 384-well plates -Independent liquid level sensing on all sampling tips -Eight (8) Plate-Adapter Support Tiles -Computer with 17 inch flat screen monitor -Windows XP operating system and Microsoft Office 2003 -WinPREP applications software -Operator's Manual	1	37,000.00	37,000.00 3,700.00-
13	1654363	Line cord, North America Sales Discount	1	10.00	10.00 1.00-
14	7002338	250 ul syringe assembly, 4-tip Sales Discount	1	488.00	488.00 48.80-
15	7006622	250 ul syringe maintenance kit,4 tip Sales Discount	1	1,012.00	1,012.00 101.20-
16	7002356	VersaTip PLUS RoboRack Kit, JANUS Sales Discount VersaTip PLUS Roborack Kit, JANUS Includes: -Four (4) VersaTip PLUS adapters -Four (4) tip stripper collars -Disposable Tip Slide -Hanging tip rack holder for 1000 ul disposable tips -Disposable tip starter package -Five (5) biohazard bags	1	3,660.00	3,660.00 366.00-



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17	7601651	1.5 ml Microfuge Rack, 24 positions Sales Discount	2	63.00	126.00 12.60-
18	5079847	1.5 ml Stainless Microfuge Rack, 24 pos Sales Discount	2	131.00	262.00 26.20-
19	7005003	Auto Heater Option, 70/105 C, 110V Sales Discount	2	5,700.00	11,400.00 1,140.00-
20	7005045	Varispan Reagent Rack/Trough Starter Kit Sales Discount	1	336.00	336.00 33.60-
21	7801575	SOFTWARE, OPTIONS, JANUS Sales Discount	1	35.00	35.00 3.50-
22	AWSINSINTBPOS1	Basic Plan - Janus AJI4G01 OPTIONAL ITEM PRICING IS PER MONTH. YEARLY CONTRACT = \$5626.80 12 MONTH (YR 2) EXTENDED WARRANTY	12	468.90	
23	AWSJNSSTDAPOS1	Basic Plan - Janus AJM4001 OPTIONAL ITEM PRICING IS PER MONTH. YEARLY CONTRACT = \$3487.20 12 MONTH (YR 2) EXTENDED WARRANTY	12	291.60	
		Freight/Handling:			785.00
		Total Net Price in USD:			117,063.20

**Optional items not included in total**

Customized Financing Solutions are available - We offer competitive rates with a wide range of structures to assist in acquiring your PerkinElmer technology - Speak to your Sales Engineer today or call us at 1-800-559-2755 ext. 69608




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QUOTE DATE: 04/23/2007

To: JOHN ABBOTT  
STATE OF WEST VIRGINIA

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
<p>The amount displayed does not include tax. These charges will be added to the invoice if applicable. * Includes installation, three days of training at no charge and one year warranty. * Estimated delivery: 4 weeks after receipt of order. * Terms subject to credit approval.</p> <p> SCOTT ERME</p>					

# TERMS AND CONDITIONS OF SALE

## 1. Delivery Dates and Prices

a) All delivery and shipment dates indicated on the face hereof are approximate and subject to Seller's availability schedule. Seller will make reasonable efforts to meet the delivery date(s) quoted. However, Seller will not be liable for its failure to meet the quoted delivery dates or for any delay in performance hereunder due to unforeseen circumstances or shortages, due to causes beyond its control, or due to its voluntary or mandatory compliance with any governmental act, regulation, or request. If, by reason of such circumstances, Seller's supplies of the equipment or service (hereinafter the "Product(s)") covered hereby are limited, Seller shall have the right to allocate the available supply among its customers in such manner as it, in its sole discretion, determines appropriate. b) All orders are priced on the basis of an estimated shipment date within ninety (90) days of the date of order to the stated destination. Should Buyer request a change in the estimated shipment date or otherwise cause delay in delivery beyond ninety (90) days from the date of order or request that the Products be shipped outside the country of original delivery, the prices established by this quote shall no longer apply, and Seller's list prices in effect on the actual date of shipment shall be used in determining the price to be paid. Except as provided above, if the price is stated by reference to a published price list, then the price shall be the price on the published price list in effect at the time Seller receives Buyer's purchase order, without regard to the requested delivery date. However, if any Product is ordered prior to the effective date of a published price change and the delivery date is rescheduled, the price in effect at the time of the initial delivery date shall apply. c) If Buyer requests shipment to a country other than the country originally requested, and if Seller elects not to cancel the order pursuant to Paragraph 12 hereof, Seller's applicable surcharge for the actual country of delivery shall be added to the price. d) Notwithstanding any provision to the contrary herein, all prices are subject to increase without notice to reflect changes in: (1) Federal or State laws taxing raw material or processed materials; (2) applicable laws or regulations governing working hours or compensation of labor; and/or (3) freight charges, insurance costs, duty or other factors affecting costs of shipment.

2. **Packing and Loss or Damage in Transit.** Products will be packed for shipment in a manner suitable to the method of shipment specified by Buyer, or to the method selected by Seller in the absence of instructions. Unless otherwise indicated on the face hereof, all sales hereunder are f.o.b. shipping point, and all risk of loss or damage to equipment in transit is upon Buyer. Payment will be made in accordance with Paragraph 5 below.

3. **Payment Due For Partial Deliveries.** Seller may, in its sole discretion, deliver any portion of the Products ordered, regardless of utility to Buyer in the absence of the undelivered portion, and all such partial deliveries shall be accepted and paid for in accordance with the terms of Paragraphs 4 and 5 below. Likewise, completion of any installation services shall not be a condition to Buyer's obligation to remit payment. The making of a partial delivery that, to any extent, is not in accordance with the contract of sale shall not affect the Buyer's obligation hereunder to remit payment.

4. **Inspection, Acceptance and Return of Products or Trade-Ins.** Buyer shall inspect the Products immediately upon receipt and shall, within five (5) business days after receipt, give written notice to Seller of any claim for shortage or that the Products do not conform with the terms of the contract of sale. If Buyer shall fail to give such notice, the Products shall be deemed accepted and to conform with the terms of the contract of sale, and Buyer shall be bound to pay for the Products in accordance with the terms of Paragraph 5 below. Return of Products, defective or otherwise, will not be accepted by Seller without (i) written notification from Buyer to Seller within 30 days of receipt of invoice and (ii) receipt of a return authorization number from Seller. Products authorized to be returned shall be shipped f.o.b. destination, freight pre-paid. When return of nonconforming goods has been accepted by Seller, conforming shipment may be made in accordance with Paragraph 1 above and Paragraph 8 below without further liability on Seller's part. Buyer will be liable for restocking charges in the event Products are returned to the Seller which are not defective and are in accordance with these terms. When a trade-in is authorized by Seller, Buyer shall ship, f.o.b. destination, freight pre-paid, the material or equipment so authorized for trade-in, to Seller's specified location.

5. **Payment and Credit Terms.** Unless otherwise indicated on the face hereof, Buyer agrees to remit payment in full to the address provided on the face of Seller's invoice for all shipments, including shipments of any portion of the Products ordered, upon receipt of invoice. This obligation shall not be contingent upon the completion of any installation services included in the purchase price. No cash discounts will be granted. Account balances not paid in accordance with these terms are subject to the maximum prevailing legal interest rate calculated from date of delinquency. In the event Seller finds it necessary to refer an account to an attorney or an agent for collection of delinquent accounts, Buyer shall pay all costs of collection including, without limitation, reasonable attorneys' fees. Buyer agrees that Seller shall retain a security interest in the Products sold hereunder to secure any portion of the price not paid on delivery and will, on request, execute a security agreement in such form as is required by Seller, which, at Seller's option, may be filed with appropriate local, state, or other relevant authorities. Should Buyer become delinquent in the payment of any sum due hereunder, or if Buyer becomes insolvent, or if any proceedings are commenced under any bankruptcy or similar laws for Buyer's reorganization or other debt adjustment, Seller will not be obligated to continue performance. Seller reserves the right to change the credit terms provided herein when, in Seller's opinion, the financial condition or previous payment record of Buyer so warrants. If, within thirty (30) days of receipt of written notice of such change, Buyer fails to agree and comply with different terms of credit, and/or fails to give adequate assurance of due performance, Seller may (a) by notice to Buyer, treat such failure or refusal as a repudiation by Buyer of the portion of the purchase order not then fully performed, whereupon Seller may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable; or (b) make shipments under reservation of a demand for advance payment or payment against tender of documents of title. Buyer's acceptance of delivery of any Products shall constitute a representation that Buyer is solvent.

6. **Taxes.** Buyer is responsible for the ultimate payment of all taxes which may be assessed or levied on or on account of Products sold hereunder to Buyer, whether termed a gross receipts tax, use tax, property tax, sales tax or otherwise. Where Buyer claims that a transaction is not subject to any such tax, that Buyer is exempt, or that Seller is not required to collect such tax, Buyer agrees to provide Seller with any documentation necessary to support such a claim, to allow Seller to document its decision not to collect such tax(es), and to indemnify and hold Seller harmless from and against any and all fines, penalties, interest, taxes, and other expenses, including, without limitation, reasonable attorneys' fees, incurred by Seller as a result of reliance upon Buyer's position.

7. **Installation and Site Preparation.** Installation services are included in the purchase price of the Products sold hereunder only if expressly

ed on the face of Seller's quotation or in Seller's applicable price list. Installation services for Products transferred outside the country of original delivery by Buyer's actions may be subject to additional charges based on the actual installation site location. For Products requiring installation by Seller's service personnel, it is the responsibility of Buyer to prepare the site environmentally and provide the required services, power, water, drain, air, bottled gases, permits, licenses, approvals, etc., as well as whatever is required to uncrate and transport the Product to its appropriate location for use. Failure to do so, prior to Seller's service personnel arriving at Buyer's site on the mutually agreed upon installation date, will result in a service charge by Seller to cover the lost time of its service personnel. Should Seller be unable to perform the required installation services within twelve months of a Product's shipment date as a result of Buyer's inability to prepare the site as required, Buyer may be responsible for additional costs associated with required hardware, software and firmware updates. Because Seller's service personnel may be required to enter upon Buyer's premises for the purpose of providing service to the Products sold hereunder, Buyer hereby undertakes to maintain its premises in a safe condition and to comply with all applicable laws, statutes and regulations governing workplace health and safety, and hereby accepts full responsibility for any harm or injury to, or liability arising from work performed by, Seller's personnel while on Buyer's premises, except to the extent caused solely by the gross negligence or willful misconduct of Seller's personnel. Seller's sales and service personnel are not authorized to enter into any indemnity or hold harmless agreements on behalf of Seller.

## 8. Limited Warranty.

a) **Warranty.**  
i) Seller warrants to Buyer that the Products sold to Buyer are, at the time of shipment to Buyer from Seller, free from defects in materials and workmanship.

ii) This warranty shall be valid for a period of 90 days from the date of shipment to Buyer, unless a different period is specified herein, or in Seller's applicable price list in which case such specified period shall apply. Notwithstanding anything to the contrary contained herein, the warranty period for data processing equipment, including data storage devices, processors, printers, terminals, communication interfaces, tape drives and alsimilar devices, is in all cases limited to ninety (90) days from the date of shipment to Buyer.

iii) Except in the case of an authorized distributor of Seller, authorized in writing by Seller to extend this warranty to distributor's customers, the warranty herein applies only to Buyer as the original purchaser from Seller and may not be assigned, sold or otherwise transferred to any third party.

iv) As Buyer's sole and exclusive remedy under this warranty, Seller agrees either to repair or replace, at Seller's sole option, any part or parts of such Products which, under proper and normal conditions of use, prove(s) to be defective within the applicable warranty period. Alternatively, Seller may at any time, in its sole discretion, elect to discharge its warranty obligation hereunder by accepting the return of any defective Product pursuant to the terms set forth herein and refunding the purchase price paid by Buyer.

## b) Exclusions and Limitations.

i) It is recognized that some parts by their nature may not function for the warranty period applicable to the Product. Therefore, expressly excluded from the warranty herein are chromatography columns, filaments, energy sources, lamps, power amplifier tubes, graphite tubes, sample cell holders, burner and furnace chambers, nebulizers, and other similar parts referenced in the Product's applicable operating manual.

ii) The warranty herein excludes any equipment or accessories which are identified on applicable price lists, quotations, special promotional materials, or on the face hereof, for which this limited warranty may be further limited. Included within this category are items produced by third party manufacturers (as to which Seller passes to Buyer the warranty it has been provided by the manufacturer) and items which are sold at specially reduced prices with reduced warranty protection (in some cases, extended warranty protection may be available at an increased price).

iii) This warranty does not cover loss, damage, or defects resulting from: transportation to the Buyer's facility, improper or inadequate maintenance by Buyer, Buyer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications for the Product or improper site preparation or maintenance.

iv) No warranty is made with respect to used, reconstructed, refurbished or previously owned Products, which will be so marked on the face hereof and, unless otherwise indicated on the face hereof, shall be sold "As Is".

v) The warranty herein applies only to Products within the country of original delivery. Products transferred outside the country of original delivery, either by Seller at the direction of Buyer or by Buyer's actions subsequent to delivery, may be subject to additional charges prior to warranty repair or replacement of such Products based on the actual location of such Products and Seller's warranty and/or service surcharges for such location(s).

c) **Place of Service.** Except when otherwise provided in Seller's current applicable price list, Seller shall use reasonable efforts to perform all warranty services hereunder at Buyer's facility, as soon as reasonably practicable after notification by Buyer of a possible defect; provided, however, that Seller reserves the right to require that Buyer return the Product to Seller's production facility, transportation charges prepaid, when necessary to provide proper warranty service.

d) **Software and Firmware Products.** The sole and exclusive warranty applicable to software and firmware products provided by Seller for use with a processor is as follows: Seller warrants that such software and firmware will conform to Seller's program manuals current at the time of shipment to Buyer when properly installed on the processor, provided, however, that Seller does not warrant that the operation of the processor or software or firmware will be uninterrupted or error-free.

SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 9. Exclusive Remedies.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, SERVICE OR USE OF THE PRODUCTS.

## 10. Patent Indemnity.

Seller agrees to defend, at its own expense, any suit or legal proceeding which may be brought against Buyer alleging infringement by Buyer of any

patent of the United States, as a result of Buyer's use of the Product sold hereunder for its intended purposes, provided that Buyer shall give Seller prompt written notice of any claim, threat, or institution of any such suit or legal proceeding, and provided further that Seller shall then have the sole right to control and conduct the defense and/or settlement of such claim, threat, suit or legal proceeding, either in the name of Seller or Buyer or both, and Buyer shall, at Seller's request and expense, provide relevant information and reasonable cooperation. Seller shall pay all final judgments and all costs and attorney's fees assessed against Buyer in any such suit or legal proceeding, provided Buyer has complied with the conditions hereof with respect to prompt notice and cooperation in connection with such suit or legal proceeding and given exclusive control thereof to Seller. Notwithstanding the foregoing, Seller shall not be liable for any attorney's fees or other legal expenses incurred by Buyer without the knowledge and prior written consent of Seller. Seller shall have the right, at its own expense, to procure for Buyer the right to continue using the Product claimed to infringe, replace said Product with an equally satisfactory non-infringing Product, modify said Product so that it becomes non-infringing, or remove such Product and refund the purchase price thereof less a reasonable amount for use, damage or obsolescence.

The foregoing indemnity fully defines Seller's obligation for patent infringement. Such obligations shall specifically not apply to:

a) an infringement claim resulting from additions or changes in or to the Product made by Buyer or any third party or from use in combination with other equipment; or b) an infringement claim which is settled without the prior written consent of Seller; or c) an infringement claim which results from compliance by Seller with specifications furnished by Buyer.

The total amount of Seller's obligation and liability under this Section shall not exceed the price paid by Buyer to Seller for the Product held to infringe, and in no event will Seller be held accountable for consequential damages under this indemnity, such as loss of business profits or goodwill. With respect to any infringement claim arising from Product manufactured in whole or in part to Buyer's specifications or from use of such Product in conjunction with any other goods, Buyer will indemnify and hold harmless Seller from and against all such claims for damages or profits arising from infringement of patents, designs, copyrights or trademarks.

## 11. Modification of Terms.

BUYER'S ACCEPTANCE OF ANY QUOTATION IS EXPRESSLY SUBJECT TO BUYER'S ASSENT TO EACH AND ALL OF THE TERMS AND CONDITIONS SET FORTH IN SELLER'S QUOTATION, AND BUYER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE SHALL BE CONCLUSIVELY PRESUMED FROM BUYER'S SUBMISSION OF ITS PURCHASE ORDER. NO ADDITION TO OR MODIFICATION OF SAID TERMS AND CONDITIONS SHALL BE BINDING UPON SELLER UNLESS SPECIFICALLY AGREED TO BY SELLER IN WRITING. IF BUYER'S PURCHASE ORDER OR OTHER CORRESPONDENCE CONTAINS TERMS OR CONDITIONS CONTRARY TO OR IN ADDITION TO THE TERMS AND CONDITIONS CONTAINED HEREIN OR IN SELLER'S QUOTATION, ACCEPTANCE OF ANY ORDER BY SELLER SHALL NOT BE CONSTRUED AS ASSENT TO SUCH CONTRARY OR ADDITIONAL TERMS AND CONDITIONS OR CONSTITUTE A WAIVER BY SELLER OF ANY OF THE TERMS AND CONDITIONS CONTAINED HEREIN OR IN SELLER'S QUOTATION. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS. NO MODIFICATION OR WAIVER OF THESE TERMS AND CONDITIONS IS VALID, UNLESS CONFIRMED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

## 12. Authority to Export.

ALL ORDERS ACCEPTED FOR EXPORT (AND/OR RE-EXPORT) ARE SUBJECT TO: 1) UNITED STATES GOVERNMENT EXPORT REGULATIONS; AND 2) BUYER PROVIDING SELLER WITH ALL DOCUMENTATION NECESSARY FOR SHIPMENT TO THE DESTINATION COUNTRY.

## 13. Software Licenses and Copyrighted Material.

a) Seller provides software products by license only. The terms of the license are available from Seller and are deemed accepted by Buyer on delivery of licensed software.

b) Unless otherwise specified, Seller's copyrighted material (software, firmware, and printed documentation) may not be copied except for archive purposes, to replace a defective copy, or for program error verification by Buyer.

## 14. Miscellaneous.

a) **Excusable Delays.** Seller shall not be liable for delays in delivery or failure to manufacture or deliver goods due to acts of God, acts or failures to act of Buyer, acts of civil military authority, fires, strikes, floods, epidemics, attack, war, delays in transportation or other causes beyond Seller's reasonable control, including, without limitation, delays in obtaining or inability to obtain necessary labor, materials, components, or manufacturing facilities. b) **Governing Law.** The contract of sale shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without regard to its principles of conflict of laws. Any disputes relating to the contract of sale between Buyer and Seller shall be adjudicated in the state or federal courts in the Commonwealth of Massachusetts, U.S.A., and both parties hereby consent to the exclusive jurisdiction of said courts for purposes of any such litigation. The parties expressly agree to waive application of the United Nations Convention on Contracts for the International Sale of Goods. c) **Confidential Data and Information.** If, in connection with the sale, purchase, use, or maintenance of the Products, Seller is requested, required, or deems it advisable to furnish data or information which it, in its sole discretion, deems proprietary, confidential, or both, Seller shall not, in any event, submit or be required to furnish such data or information unless Buyer enters into an agreement concerning the handling, use, copying, retention and return of such information, the form of which agreement is available to Buyer on request. Seller does not agree to accept any proprietary or confidential information of Buyer in the absence of such a written agreement signed by an authorized representative of Seller. d) **Assignment.** Buyer may not assign, transfer or delegate any of its rights or obligations herein without the prior written consent of Seller, and any purported assignment of such rights or obligations without such consent shall be null and void. e) **Severability.** If any provision herein is deemed unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect as if the unenforceable provision had not been included.

## **PerkinElmer Instrument Response to West Virginia State Police RFQ #DPS0736**

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

PerkinElmer instrumentation meets or exceeds the following specification list as noted below:

#### General Specifications

- 1) Yes. The JANUS liquid handling systems are equipped with either "Varispan™" arms with automatic computer-controlled variable sample probe spacing. Choice of 4-tip or 8-tip Varispan robotic arm features independent Z motors and Y-scissoring motion allowing reformatting from tubes to plates and back to tubes when needed. This enables most formats of labware such as tubes, 96-well & 384-well microplates, PCR plates, vials or reagent troughs to be processed in a multi-tipped mode. PerkinElmer also has a unique proprietary tip design, "VersaTip® Plus", that is capable of "on-the-fly" using both fixed washable and disposable tips in the same procedure without user intervention. The fixed/disposable tip change can be executed within the same run/protocol without user intervention. For example, reagents can be added using fixed tip mode (to reduce disposable tip usage) and sample transfers can be carried out using disposable tips, eliminating cross-contamination. Tips can be discarded or reused at the discretion of the user. A tip can be replaced in its original location in the Roborack tip box and then reused for the same sample well for multiple steps). These options are fully automated and controlled in the software. Instrument is able to aspirate up to 4 ml of solvent in a single aspiration step using standard system tubing or up to 10 mL using the 5 mL syringe option. The fixed tip pipetting range is from 5 uL to 3 mL. The disposable tip pipetting range is from 0.5 uL – 1 mL. The system can dispense in fractions of aliquots as low as 0.01 uL. System offers many syringe sizes from 250 uL up to 5 mL sizes to optimize precision, accuracy and liquid handling throughput for varying sample volume ranges.
- 2) Yes – independent proprietary liquid level sensing feature "Accusense™" for each tip is included up to 50ul /microplate or 100ul/test tube including organic solvents. Can sense liquid
- 3) Yes
- 4) Yes – the JANUS Gripper™ has complete rotational freedom 270 degrees in each direction encompassing.
- 5) Yes
- 6) Yes

#### Sample Extraction/Purification

- 1) Yes – Fully automated heating device can heat up to four sample plates independently from ambient up to 105 C under software control.
- 2) Yes – Several automated shaker devices are available with capacities from 1 to 4plates depending on user needs.

#### Real-time PCR

- 1) Yes – carries out fully automated serial dilution of ABI Quantifiler or similar kit standard.
- 2) Yes – Both tube racks for kit reagents and PCR plates for sample assay setup are accommodated.

#### Normalization/STR Setup

- 1) Yes - JANUS WinPREP® software is compatible with Excel data sheet format generated by the ABI 7500 instrument. Assay protocols are available specific for the Powerplex 16 amplification kit from Promega.

- 2) Yes – Normalization software can achieve a specific target concentration as mandated by a given kit.
- 3) Yes – DNA samples from 0 ng/uL to 220 ng/uL concentration can be diluted over a 10,000 fold concentration range to achieve a target concentration in a final volume of 25 uL with up to 15 uL reserved for sample DNA and 10 uL for master mix.
- 4) Yes – WinPREP software tracks tip usage – including both used tips placed in waste and used tips replaced in tip boxes.

#### Software

- 1) Yes
- 2) Yes – for maximum security, a 21CFR-compliant software package is available as an option.
- 3) Yes – Protocol templates can be designated as “read-only” to prevent users from modifying current protocols.
- 4) Yes – software features “user query” that allows to select variable sample number at run start without having to modify template.
- 5) Yes
- 6) Yes
- 7) Yes – tube and plate barcode options are available. JANUS software is also compatible with standard hand held bar code reader data files.
- 8) Yes

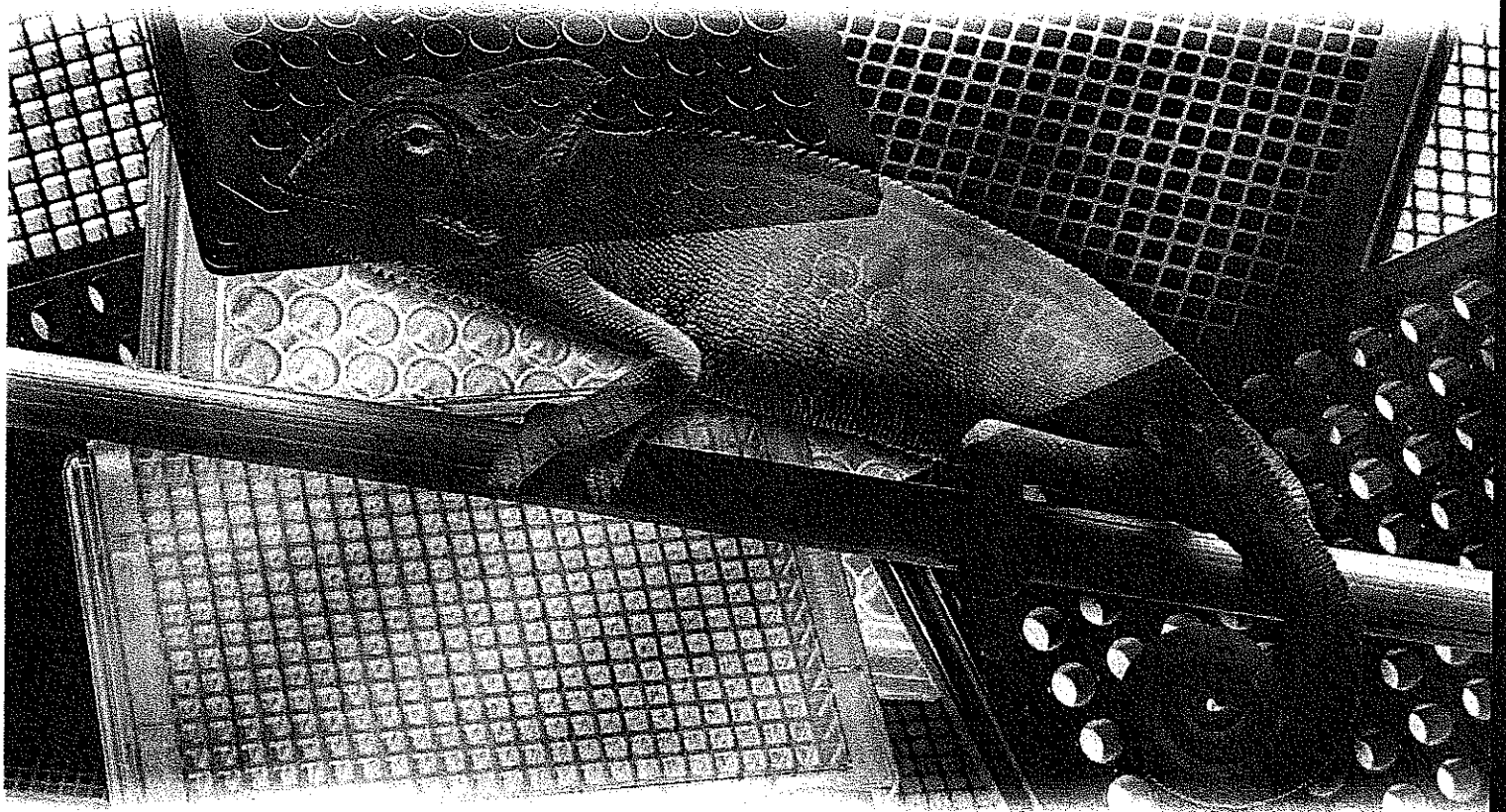
#### Training

- 1) PerkinElmer meets or exceeds – On-site training at the laboratory of at least three days (valued at \$7,500) is included at no additional charge.

#### Warranty

- 1) Service warranty covers part/labor/training/travel/emergency repairs for the first 12 months for each instrument. Additional service warranty is available for subsequent months.
- 2) Telephone and web support are provided through our Chicago and other facilities
- 3) Software updates/revisions are included free of charge with a service warranty in place.

# JANUS Automated Workstation



powered by Packard innovation





# Adaptability matters

The **only** liquid handling system that adapts to

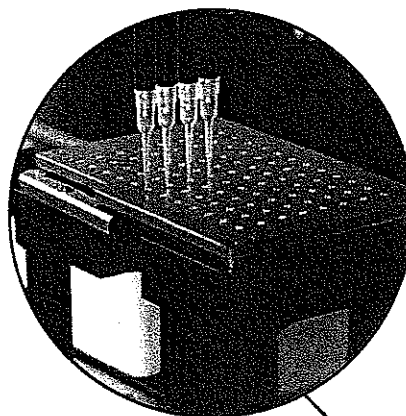
**Wherever your liquid handling needs take you, the modular JANUS Automated Workstation is designed to defy obsolescence.**

The cornerstone of our next generation of automated liquid handling systems, JANUS™ offers a choice of single- or dual-arm systems for dispensing or labware movement providing:

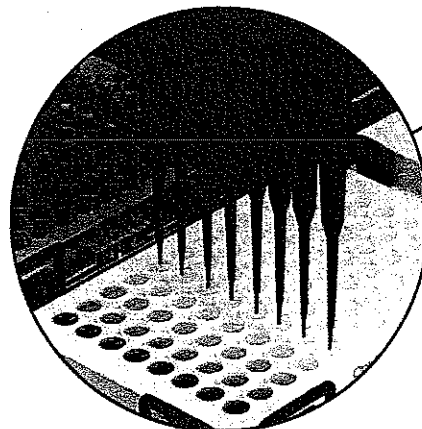
- Flexibility today — Choose from 4- or 8-tip models in compact or expanded deck sizes.
- Scalability for tomorrow — Modular design enables easy upgrades including 96- or 384-tip arm with Modular Dispense Technology (MDT™).
- Walk-away automation — Add a second integrated labware movement module.
- Additional capacity — For microplates or disposable tip boxes, simply connect a PlateStak™ microplate storage device.

The JANUS automated workstation is designed for the efficient automation of sample preparation procedures utilized in pharmaceutical, biotech and research applications.

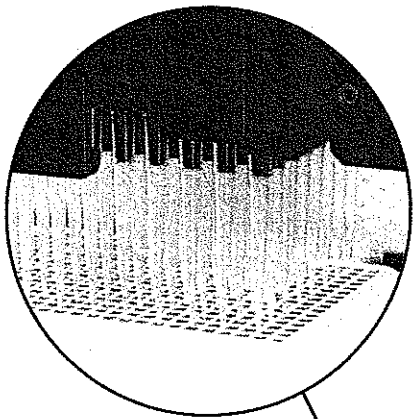
And now with MDT available for the second arm, JANUS delivers even more assay automation with precision pipetting over a wide dynamic volume range in a completely walk-away system. Within a single protocol, dispense heads can be automatically switched to change the system's pipetting range from nanoliters to microliters in seconds. And JANUS can be upgraded at any time to meet your changing application requirements, so it won't become obsolete as your needs change.



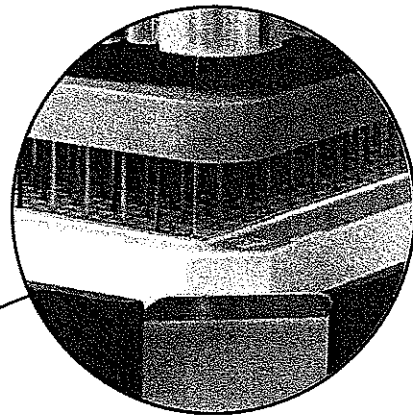
Choice of 4-tip or 8-tip dispense arm with Varispan for multi-tipped processing from tubes to vials to plates. Tip options include fixed, washable tips, disposable tips, or both.



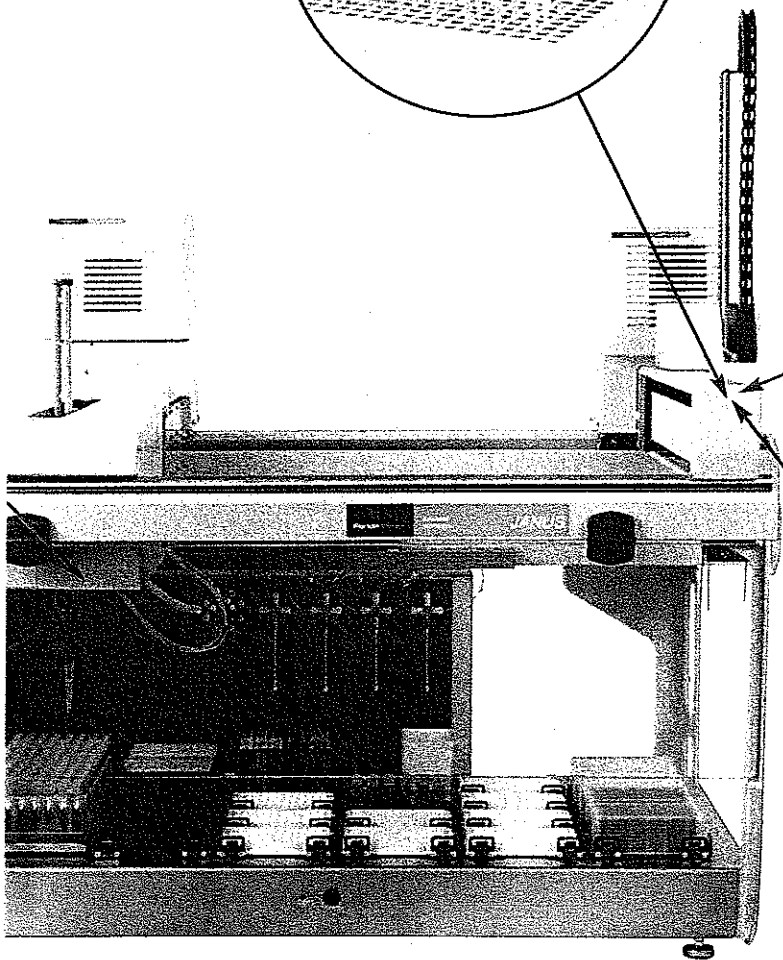
your changing needs – today and tomorrow!



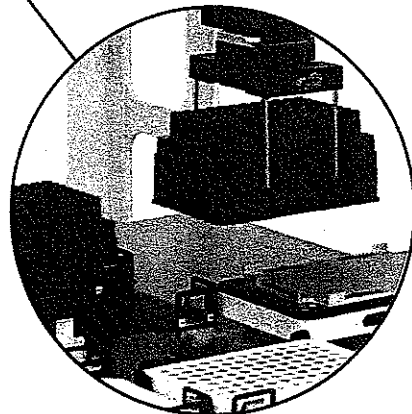
MDT enables automatic switching of heads for optimal precision pipetting. It offers a variety of 96- or 384-tip MDT pipetting tools and unique nanodispensing down to 50 nL with C.V.s less than 13%.



Labware movement module enables complete assay automation by linking pipetting tools with labware movement around the deck or into ancillary devices such as readers, washers, incubators or other application enhancing devices.



Modular deck design enables today's tube, vial or microplate-based applications to be fully automated. Three deck sizes provide capacity up to 1536 test tubes or 32 microplates or tiles or any combination.



**Flexible today, scalable for tomorrow —  
JANUS Automated Workstation ...  
powered by Packard innovation.**

Additional key features of the JANUS platform include:

**Varispan™** – Provides automatic computer-controlled variable sample probe spacing for multi-tipped processing of different methodologies allowing test tubes, microplates, deep-well plates, vials, etc. to be automated.

**VersaTip™** – Enables both washable and disposable tips to be used on one tip adapter. No user intervention required to change from one tip type to another.

**Accusense™** – Independent liquid level sensing on each channel

**Modular Dispense Technology (MDT)** – Enables a choice of 96- or 384-tip dispense heads to be automatically switched “on-the-fly” for optimal performance

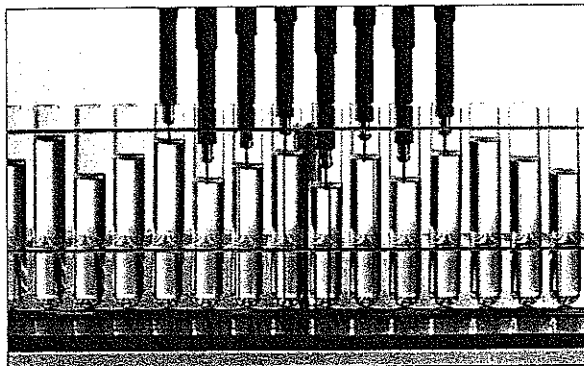
**NanoHead™** – Takes assay miniaturization to another level with 384-tip processing down to 50 nL with precision better than 13% C.V.

With JANUS, you can increase your lab's throughput and efficiency even more by integrating other proven PerkinElmer lab automation systems and instrumentation:

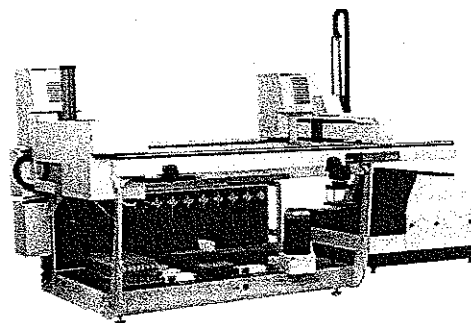
Three different JANUS platforms are available, Standard, Expanded and Integrator. The Integrator version provides capability to interface with other lab equipment such as plate readers, shakers, etc.

To transform your automated liquid handling, get the adaptable, modular JANUS.

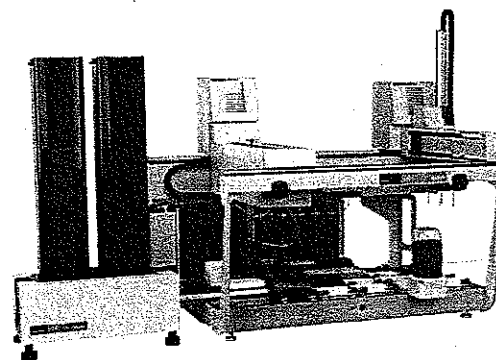
To learn more, call 1-800-762-4000 or visit [www.perkinelmer.com/labautomation](http://www.perkinelmer.com/labautomation).



Flexible 4- or 8-tip processing with a choice of tip types, variable probe spacing and independent liquid level sensing.



JANUS 2-arm Automated Workstation with Integrator deck, 8-tip dispense arm and labware movement tool shown interfaced to a Victor™ plate reader.



Enhanced capacity is achieved by integrated up to four PlateStak Microplate Storage Devices providing up to 200 additional microplates or over 50-tip box capacity.

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Shelton, CT 06484-4794 USA  
Phone: (800) 762-4000 or (+1) 203-925-4602  
[www.perkinelmer.com](http://www.perkinelmer.com)



For a complete listing of our global offices, visit [www.perkinelmer.com/lasoffices](http://www.perkinelmer.com/lasoffices)

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# AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

**EXCEPTION:**

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

**LICENSING:**


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

**CONFIDENTIALITY:**

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

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

Vendor's Name: PerkinElmer LAS, Inc

Authorized Signature:  Date: 4/23/07