



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

APR 19 2007

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

VENDOR

*709070054 03 800 523 3713
BECKMAN COULTER INC
PO BOX 169015 MAIL COAD 195-10

MIAMI FL 33116 9015

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED 04/08/2007	TERMS OF SALE	SHIP VIA	F.O.B. Shipping Point	FREIGHT TERMS Prepay and Add
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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
0001	1	LS		490-90	\$123,342.00	\$123,342.00
<p style="text-align: center;">REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA STATE POLICE TO PROVIDE AN AUTOMATED LIQUID HANDLING INSTRUMENT FOR ITS FORENSIC LABORATORY.</p> <p>ATTACHMENTS: 1. SPECIFICATIONS 2. AFFIDAVIT</p> <p>* Please see the attached Beckman Coulter quote #46064710</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() 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</p>						

RECEIVED

2007 APR 23 A 10:13

PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Roger Salway</i>	TELEPHONE 800-742-2345	DATE 4/20/07
TITLE Customer Support Manager	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

SIGNATURE	TELEPHONE	DATE
Customer Support Manager	800-742-2345	4/20/07
FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
95-1040600		

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<p>YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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: ----- Beckman Coulter, Inc. -----</p> <p>DATE: ----- 4/20/07 -----</p>						

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<p>SIGNED: <i>Roger Salway</i> Roger Salway TITLE: Customer Support Manager</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>						

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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:				800-643-4366-----		
CONTACT PERSON (PLEASE PRINT CLEARLY):				Anne Cunanan - Sales Representative-----		
***** THIS IS THE END OF RFQ DPS0736 *****					TOTAL:	123,342.00
					Estimated Freight Charge:	\$ 2,500.00
<ul style="list-style-type: none"> * Pricing does not include any applicable sales tax. * Payment Terms: Net 30 days from date of invoice. * Instrument is covered by a full one year warranty including parts, labor and travel commencing upon installation. 						

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TITLE Customer Support Manager	FEIN 95-1040600	ADDRESS CHANGES TO BE NOTED ABOVE

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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)



Prepared For:

WEST VIRGINIA STATE POLICE
725 JEFFERSON RD
SOUTH CHARLESTON, WV 25309

LT. BRENT MYERS 304-746-2439, bmyers@svsp.state.wv.us

Payment Terms: 30 NET

FOB Terms: SHIP POINT, PREPAID AND ADD W/O INSURANCE

Please Submit Purchase Order To:

Beckman Coulter, Inc.
M/S W513
200 South Kraemer Blvd
Brea, CA 92821-6208
ANNE CUNANAN
Phone: 1-800-742-2345
Fax: 1-800-643-4366

The prices on this quotation will be honored for any purchase order received by **26-APR-2007**.

Quote Items

Item #	Item Description	Qty	Contract/List Price -Contract Discount%	Contract Price	Promotional Price	Extended Price
A31840	Biomek NXP Span-8 System With Gripper Single arm system with one Span-8 pod. The Span-8 pod performs tube to plate operations and individual well transfers. The pod has an integrated gripper for labware movement and lid handling. The Biomek NXP features a user-configurable deck, to allow flexible assay configurations. The Biomek NXP Span-8 System with Gripper allows for hit picking, plate prep, and normalization tasks in a compact footprint. The above instrumentation is covered by a full one year warranty including parts, labor and travel commencing upon installation.	1	71,169.00 / 0.00%	71,169.00	71,169.00	71,169.00
A16170	Biomek System Software and XP Controller Includes: • Windows XP Automation Controller • 15 Flat Panel Monitor • Biomek System Software	1	20,088.00 / 0.00%	20,088.00	20,088.00	20,088.00
719357	Standard Single Position ALP Includes Single position ALP for positioning of one (1) standard 96 and/or 384 well microtiter plates as singles or in stacks with spacing to support Biomek FX gripper and/or robotic manipulation. The single position ALP can be placed in any open position in the work area.	1	436.00 / 0.00%	436.00	436.00	436.00
719811	DISPOSABLE TIP HARDWARE KIT - 8 PK	1	3,140.00 / 0.00%	3,140.00	3,140.00	3,140.00
719816	KIT, 1 ML SYRINGE - 8 PACK	1	1,995.00 / 0.00%	1,995.00	1,995.00	1,995.00
989839	Biomek NX Span-8 4x3 ALP Kit is designed specifically for use on the Biomek NX span-8. The 4x3 ALP's positions are slightly more compact than the regular Biomek FX and NX 4x3 ALP. This ALP MUST be used with the Biomek NX Span-8 if additional deck space is required. Biomek FX FX and NX multichannel 4x3 ALP kit CANNOT be used with this system. The 4x3 ALP provides an additional 3 ALP positions while only occupying 9 regular single positions. This ALP cannot be used when needing to integrate devices that cannot fit in the back row of the NX deck. Other devices like filtration systems,	1	3,260.00 / 0.00%	3,260.00	3,260.00	3,260.00

Item #	Item Description	Qty	Contract/List Price -Contract Discount%	Contract Price	Promotional Price	Extended Price
	orbital shaker ALPs, wash stations, can be used used with this 4x3 ALP as long as they are placed in the back row of the NX deck.					
989778	Biomek NX Half Trash ALP Kit Designed to occupy only a half of a regular single deck position. Ideally for use with the Span-8 wash station. Combined, the Span-8 wash station and the half trash ALP only take occupy a single deck position saving valuable space for other ALP functions.	1	530.00 / 0.00%	530.00	530.00	530.00
267692	PROJECT MGMNT CONSULTATION - 1 DAY	1	3,120.00 / 0.00%	3,120.00	3,120.00	3,120.00
A20269	BIOMEK FX & NX FUNDAMENTALS COURSE (SOFTWARE VERSION 3.X)(1 DAY)	1	795.00 / 0.00%	795.00	795.00	795.00
A20270	BIOMEK FX AND NX CREATING METHODS COURSE (SW VERSION 3.X)(2 DAYS)	1	1,950.00 / 0.00%	1,950.00	1,950.00	1,950.00
969123	INTEGRATED SOLUTION - CLASS 2 NORMALIZATION SUPERSTEP ENG REF# 10780D This item includes the development of a Normalization SuperStep for the Biomek NX. The Normalization Step will produce normalized destination plate(s) from a sample plate and diluent source. This step will use a Data Set (produced by a reader integration or file input to allow the transfer volumes to be calculated using an equation. The quantitation data set can be obtained from the source plate or a quantitation plate. The step will have options for how to handle wells which can't be brought to the desired destination concentration. When multiple destination plates are to be processed, each will be treated identically. This item does not include the Biomek, a reader integration, or installation.	1	1,500.00 / 0.00%	1,500.00	1,500.00	1,500.00
969124	INTEGRATED SOLUTION - CLASS 3 BIOMEK NX SPAN-8 TIP SHUCKING TO BOX ENG REF# 11520A This item provides the hardware and software modifications necessary to allow Span-8 disposable tips on a Biomek NX to be shucked back into their tipbox after use. This will include a Biomek software step for unloading tips that will be used place of the automatic tip shucking that occurs in the Aspirate, Dispense, and Transfer steps. This item also includes new Tip Sense Interfaces, and necessary modifications to the Span 8 Tip Wash to assist in the tip shucking. This item can be used with Biomek v3.x software. This item does not provide the Biomek NX or installation.	1	3,000.00 / 0.00%	3,000.00	3,000.00	3,000.00
719814	KIT, 250UL SYRINGE - 8 PACK	1	1,859.00 / 0.00%	1,859.00	1,859.00	1,859.00
969126	INTEGRATED SOLUTION - CLASS 7 PELTIER SHAKING ALP - 1 UNIT ENG REF# 10305C This item provides one Peltier Shaking ALP, three labware adapters, and the necessary control software for use with	1	10,500.00 / 0.00%	10,500.00	10,500.00	10,500.00



Item #	Item Description	Qty	Contract/List Price -Contract Discount%	Contract Price	Promotional Price	Extended Price
	<p>Biomek software. This item provides one 96 Well PCR, one 384 Well PCR, and one Flat Bottom Plate adapter. This item permits heating or cooling of one labware position.</p> <p>The unit allows for a software controlled set point between 4 and 70C (39 and 158F) with a room temperature between 0 and 26C (32 and 78F) and the Flat Bottom Plate adapter installed. Use of the 96 or 384 Well PCR adapter will reduce the available temperature range. The ALP shake speed can be set between 100 and 1,400 RPM with a fixed amplitude of 2mm (.08 inch). This item will occupy a single ALP position on the deck although this item requires an off-deck controller (which is also included with this item). This device requires one open serial port for software control. This item does not provide the Biomek software or installation.</p>					
Subtotal						123,342.00
Net Purchase Price						123,342.00

Extended Warranty coverage includes 5% discounted rate. This discount continues on all future Service Agreements providing there is no break in coverage. Net Price also reflects 10% prepaid discount.

Coverage includes:

- Emergency Repairs, Parts, Labor, and Travel
- Comprehensive Preventative Maintenance
- Engineering reliability upgrades and technology upgrade discounts
- Telephone and Web support
- New Operator and Advanced Operator Training
- Software Support (Revision Updates)

Integrated Solutions Development Statement: All Automation Hardware or Software created, conveyed or first reduced to practice during the execution of the services described hereunder, whether made solely by Beckman Coulter, Inc. or its employees or jointly with Buyer, shall from the time of such creation, conception or reduction to practice be the sole and exclusive property Beckman Coulter, Inc. and any Copyright in such work of authorship or patent in such invention or ownership of such other intellectual property shall also be the sole and exclusive property of Beckman Coulter, Inc.. Buyer agrees to execute and deliver any documents deemed necessary or advisable by Beckman Coulter, Inc. to effectuate this paragraph.

The above quotation does not include any applicable sales tax.

Shipment and invoicing is approximately sixty (60) days from the receipt of the purchase order.

Thank you for considering Beckman Coulter, Inc.

Unless indicated otherwise, prices and warranty are valid only for shipment to and installation in the U.S. Credit terms are tentative and subject to final approval of Corporate Credit Department This quotation is made contingent upon the acceptance by Buyer without change or modification of the provisions of this quotation including all insertions on the face hereof. Unless specifically accepted by Beckman Coulter in writing contrary or additional terms or conditions or changes in specifications imposed by Buyer's Purchase Order of any or otherwise shall not bind Beckman Coulter Issuance of Buyer's Purchase Order against this quotation for the acceptance of the products or any part thereof offered hereby shall be deemed an unqualified acceptance of the provisions of this quotation hereof. Upon any acceptance of this quotation it shall contain the entire agreement between Buyer and Beckman Coulter and shall supersede all prior representations, promises or conditions, written or oral, in connection herewith not expressly included herein. BCI reserves the right to partially ship against the purchase order and invoice only that portion of the purchase order that has been shipped. On-site installation will be performed by a factory trained technician. Installation includes instrument unpacking, assembly, and adjustment to factory specifications. It does not include site preparation. Installation of stand alone computers is the responsibility of the customer.



**BECKMAN COULTER, INC
TERMS AND CONDITIONS OF SALE**

PRICES

The prices set forth on the face hereof (i) are Beckman Coulter's list prices based upon manufacture of the quantity and type ordered for shipment and end use within the United States only, all products shipped for end use outside the United States shall be subject to Beckman Coulter's international prices, (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation outside the United States. Clerical errors made by Beckman Coulter are subject to correction.

SPECIFICATIONS

Weights and dimensions set forth in sales literature are not guaranteed unless previously certified in writing. Beckman Coulter may, without affecting the obligations under this sales order, make insignificant changes to the specifications of the product or products delivered under this sales order from those contained in sales literature.

TERMS OF PAYMENT

Terms of payment on this sales order are net thirty (30) days from date of the invoice unless otherwise specifically stated on the face hereof. Invoices are payable at par on date due at any place of collection designated by Beckman Coulter in funds bankable at par. All orders are accepted subject to and the obligation of Beckman Coulter to make deliveries is subject to the right in Beckman Coulter to require of Buyer payment of all or any part of the purchase price in advance of delivery or to make shipment C.O.D. If buyer fails to make advance payment when requested to do so by Beckman Coulter or if Buyer is or becomes delinquent in the payment of any sum due Beckman Coulter (whether or not arising out of this sales order) or refuses to accept C.O.D. shipments, then Beckman Coulter shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel this sales order, refuse to make further deliveries and declare immediately due and payable all unpaid amounts for goods previously delivered to Buyer. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Buyer must notify Beckman Coulter within 30 days from invoice date if Buyer has not received products.

SHIPMENTS

(a) The cost of packaging for domestic shipments is included in the quoted prices. For international shipments or where special packaging is specified or necessary, a charge will be made to cover such expense.

(b) All claims for damage or loss of insured shipments shall be immediately communicated by telephone or telex when possible to Beckman Coulter at 4300 N Harbor Boulevard, Fullerton, CA 92834-3100, Attn: Insurance Department, for adjustment. Buyer shall immediately notify delivery carrier of loss or damage to the shipment and shall co-operate with Beckman Coulter in the adjustment of all claims. Buyer agrees to permit Beckman Coulter or Beckman Coulter's representative to inspect damaged goods.

(c) For shipments to and from places within in the United States, all shipments - unless otherwise agreed in writing - shall be FOB point of shipment. The cost of the insurance shall be borne by Buyer.

(d) For shipments from the United States to ports and/or places outside the United States all shipments are - unless otherwise agreed in writing - FOB point of destination. Beckman Coulter's obligation to effect shipment of the products purchased by Buyer shall be fully discharged, and beneficial ownership, legal title, and all risk of loss or damage shall pass to Buyer when the products are delivered to the named place of destination in the country of importation. Upon arrival Buyer shall be entitled to conduct a reasonable investigation of the products purchased by it, but all claims for losses due to loss or damage to products while in transit shall be waived unless made immediately in writing by Buyer, but not more than thirty (30) days after arrival. If Buyer shall fail or refuse to accept delivery of any of the products for which it has paid or to pay for any of the products for which it has not paid, all sums paid on deposit shall be retained by Beckman Coulter as liquidated damages; provided, however, that Beckman Coulter may recover in full its actual damage from Buyer in the event that actual damages exceed the amount retained as liquidated damages.

FOR CHEMICALS, REAGENTS, SYNTHETIC PEPTIDES AND OTHER BIOLOGICAL MATERIALS

The products sold hereunder are warranted only to conform to the quantity and content stated on the label at the time of delivery (i) to the carrier for shipment if this sale is made f.o.b. point of shipment, or (ii) to the Buyer if this sale is made f.a.b. destination.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE PRODUCT OR ON THE FACE HEREOF. IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALES, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty (including but not limited to the limitations on the liability of Beckman Coulter as set forth above), shall not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized representative of Beckman Coulter.

FOR ALUMINUM & TITANIUM ANALYTICAL, ALUMINUM & TITANIUM FIXED ANGLE, ALL SWINGING-BUCKET, ZONAL, CONTINUOUS FLOW, AND ACCELERATION TEST ROTORS

These rotors are warranted (subject to the conditions specified below and in the warranty clause of the Beckman Coulter terms and conditions of sale in effect at the time of sale) against defects in materials or workmanship for Aluminum Fixed-Angle Rotors for 1000 runs or 2500 hours; Titanium Fixed-Angle Rotors for 5000 runs or 10,000 hours; Swinging-Bucket Rotors for 1000 runs or 2500 hours; Aluminum Analytical Rotors for 1000 runs or 1000 hours; Titanium Analytical Rotors for 5000 runs or 5000 hours; Zonal and Continuous-Flow rotors for 1000 runs or 2500 hours; Acceleration Test Rotors for 1000 runs or 1000 hours, whichever occurs first, at any speed up to a maximum rpm (speed stamped on the rotor - property reduced for fluid densities, high temperatures, certain load weights, certain ball and carrier configurations, tubes, tube caps, adapters, and centerpieces material or configurations as described in the instructions for the rotor or Beckman Coulter ultracentrifuge in use). For Zonal and Continuous Flow, and Aluminum Fixed-Angle and Swinging-Bucket rotors, if the 5-year warranty period has not then

TERMINATION

Upon any termination or cancellation of this sales order by Buyer, either in whole or in part, Buyer agrees to promptly pay appropriate termination or cancellation charges invoiced by Beckman Coulter.

RETURNED GOODS

Returned goods will be subject to a restocking charge per our current Returned Goods Policy.

DELIVERY

The scheduled shipping or delivery date shown on the face hereof is our best estimate of the time the order will be shipped and Beckman Coulter assumes no liability for loss, general damages, or special or consequential damages due to delays.

TAXES

Federal, state or local excise, sales or use taxes shall be paid by Buyer.

PATENTS

Beckman Coulter shall defend any suit or proceeding brought against the Buyer so far as based upon an assertion that any product furnished under this sales order constitutes a direct infringement of any United States patent having a claim or claims covering solely the product itself, if notified promptly in writing and given authority, information and assistance (at Beckman Coulter's expense) for the defense of same, and Beckman Coulter shall pay all damages and costs awarded therein against Buyer. In case said product is in such suit held to constitute infringement and the use of said product is enjoined, Beckman Coulter shall, at its own option and at its own expense, either (1) procure for Buyer the right to continue using said product, (2) replace the same with a noninfringing product, (3) modify it so it becomes noninfringing, or (4) remove said product and refund the purchase price and transportation costs thereof. The foregoing obligations of Beckman Coulter shall not apply to any infringement claim based upon (i) any use of any product sold hereunder in any process or in conjunction with any other product, or (ii) any product manufactured by Buyer's design or any product having a design arising out of compliance with Buyer's specifications. The foregoing states the entire liability of Beckman Coulter for patent infringement by said product, if any suit or proceeding is brought against Beckman Coulter based on a claim that the goods manufactured by Beckman Coulter in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations herein stated with respect to Beckman Coulter shall reciprocally apply with respect to Buyer.

WARRANTY

Subject to the exceptions and upon the conditions stated below, Beckman Coulter warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the products to the original Buyer by Beckman Coulter. If Beckman Coulter's investigation and factory inspection discloses that a defect developed under normal and proper use in accordance with Beckman Coulter's operating instructions within such one year period, Beckman Coulter agrees, at its option, either (i) to correct by repair or by replacement with an equivalent product any such defective product or (ii) to refund the purchase price therefore paid by Buyer. (a) components or accessories manufactured by Beckman Coulter which by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time; what constitutes reasonable time and reasonable service shall be determined solely by Beckman Coulter. A complete list of such components and accessories is maintained at the factory.

(b) Beckman Coulter makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory Beckman Coulter will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's own warranty.

(c) Any product claimed to be defective must, if required by Beckman Coulter, be returned to the factory, transportation charges prepaid, and will be returned to Buyer with transportation charges collect unless the product is found to be defective. In which case Beckman Coulter will pay all transportation charges; warranty with respect to a certain product, and where applicable,

such warranty shall be deemed incorporated herein by reference;

(d) If product is a reagent or the like, it is warranted only to conform to the quantity and content stated on the label at the time of delivery;

(e) Beckman Coulter may from time to time provide a special printed

(f) Beckman Coulter shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of Beckman Coulter.

(g) Beckman Coulter shall have no obligation hereunder to repair, replace or refund the purchase price of any instrument where the defect (i) is a result of or caused in whole or in part by fire or explosion of any origin, riot, civil commotion, aircraft, war, or any act of God, including but not limited to lightning, windstorm, hail, flood or earthquake, (ii) was caused by Buyer's misuse or abuse of such instrument (iii) was caused by moving or reinstallation of the instrument by anyone other than Beckman Coulter or (iv) is due to spillage.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT BECKMAN COULTER SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE, USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER.

If a Beckman Coulter Special Warranty (covering a designated item or items) is contained in the manual for or is otherwise shipped with such designated item or items, the terms and conditions specified therein are incorporated herein by reference and shall supplement this warranty. In the event of a conflict between the terms and conditions specified herein and those specified in such Special Warranty, the terms and conditions of the Special Warranty shall control.

This sales order is made and entered into and shall be governed by the laws of the State of California.

binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter. Representations and warranties made by any person, including dealers and representatives of Beckman Coulter, which are inconsistent or in conflict with the terms of this warranty, shall not be

CONTINGENCIES

Beckman Coulter shall be entitled to cancel or rescind this sales order without liability for loss or damage resulting therefrom if any product covered by this sales order is purchased for end use outside the United States or Canada or if the performance of its obligations under this sales order is in any way adversely affected by the occurrence of any contingency beyond the control either of Beckman Coulter or Beckman Coulter's suppliers, including but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this sales order or otherwise, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or technical or yield failure where Beckman Coulter has exercised ordinary care in the prevention thereof.

U.S. GOVERNMENT CONTRACTS

If the products to be furnished under this sales order are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number shall appear on Buyer's order, those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by Federal Statute to be included in U.S. Government subcontracts shall be incorporated herein by reference including, without limitation, the Fair Labor Standards Act of 1938, as amended.

FDA REQUIREMENTS

If any product listed on the face of this sales order is subject to regulations of FDA as a device, then as to said product only, sale and delivery is contingent upon successful completion and processing of a 510(k) notice for such product.

GENERAL

The sales order is made and entered into and shall be governed by the laws of the State of California.

SPECIAL WARRANTIES

expired, the warranty is then extended for an additional 1000 runs or 2500 hours at any speed up to 90% of the maximum rpm or until the expiration of the 5-year period, whichever occurs first. For Aluminum Analytical and Titanium Analytical Rotors, a run made at less than 75% of the rotor's maximum rpm will be counted as a run only the hours need not be logged.

A defective rotor will be replaced by Beckman Coulter at its then current list price less a credit based upon the number of actual runs or hours, as the case may be up to the maximum number of warranted runs or hours, respectively, specified herein. The Buyer shall not receive a credit unless and until the claimed defective rotor and an up-to-date rotor log book or other acceptable up-to-date record of rotor use are returned to Beckman Coulter's facility in Palo Alto, California, or delivered to a Beckman Coulter Field Service Representative. The replacement price (cost to Buyer) for the respective rotors shall be calculated as follows:
Replacement Price = Current Rotor List Price X RUNS (or HOURS, whichever is greater).

	RUNS	HOURS
Zonal, Continuous-Flow, Swinging-Bucket & Aluminum Fixed-Angle	2000	5000
Titanium Fixed-Angle	5000	10000
Aluminum Analytical and Acceleration Test	5000	5000
Titanium Analytical		

CONDITIONS

- 1) This warranty is valid for five years from the date of shipment to the original Buyer by Beckman Coulter or an authorized Beckman Coulter representative.
- 2) This warranty extends only to the original Buyer and may not be assigned or extended to a third person without the written consent of Beckman Coulter.
- 3) This warranty covers the rotor only and Beckman Coulter shall not be liable for damage to the components under test, to parts external to the rotor, or to the ancillary supplies including but not limited to (i) bearings, (ii) seals, (iii) o-rings, (iv) capping mechanisms, (v) tubes, (vi) tube caps, (vii) tube adapters, (viii) thermistor assemblies, (ix) cell assemblies, (x) counterbalancers, (xi) rotor contents, (xii) tube contents, or (xiii) cell contents.

This warranty is void if the rotor is (i) operated or maintained in a manner contrary to the instructions in the manual for the

4) Beckman Coulter rotor or ultracentrifuge in use, (ii) used in a centrifuge not of Beckman Coulter's manufacture, (iii) used in a Beckman Coulter ultracentrifuge that has been modified without the written permission of Beckman Coulter, or (iv) used with carriers, bells, or other insert devices not of Beckman Coulter's manufacture.

5) Should a Beckman Coulter ultracentrifuge be damaged due to the failure of a rotor, covered by this warranty, Beckman Coulter will supply free of charge (i) all ultracentrifuge parts required for repair (except the rotor drive unit which will be replaced at the then current price less a credit determined by the total number of revolutions completed, provided that such unit was manufactured or rebuilt by Beckman Coulter), and (ii) if the ultracentrifuge is currently covered by a Beckman Coulter warranty or service agreement, all labor necessary for repair of the ultracentrifuge.

6) Rotor cores and liners purchased concurrently with or subsequently to the purchase of a Zonal or Continuous-Flow rotor are warranted only for a term co-extensive with that of the rotor for which the cores and liners are purchased.

Rotor Bucket Sets purchased concurrently with or subsequent to the purchase of a Swinging-Bucket Rotor are warranted only for a term co-extensive with that of the rotor for which the Bucket Sets are purchased.

FREE ROTOR INSPECTION SERVICE

Beckman Coulter Inc. will provide free inspection of any rotor at the request of the user. Rotors will be routinely inspected if the ultracentrifuge in which they are used is covered by a Beckman Coulter Service Agreement. Upon receipt at the factory in Palo Alto, California, any Beckman Coulter rotor will be inspected free of charge by the Beckman Coulter Metallurgy Laboratory, whether the owner holds a Beckman Coulter Service Agreement or not. Before shipping a rotor, the owner should contact the nearest Beckman Coulter Sales and Service office and request a Returned Goods Authorization (RGA) form and packaging instructions. Rotor owners are urged to make use of this inspection service. The company maintains records on the date of shipment of all rotors and will supply this information to any owner questioning the age of a rotor. Such a request should always include the rotor serial number.
FD8110a (5/98)

A F F I D A V I T

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 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.

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: Roger Salway Date: 4-19-07