

Cepheid Fax

Attn: Krista Ferrell Ph: 304-558-2596

Fax: 304-558-3970

Message: Re: RFQ# AGR0807

Per my phone conversation with Krista on 8/27/07, please replace previous bid mailed via Fed Ex on Friday 8/24/07 with this new quote. Please call (408) 400-8266 and contact Mary Ann at Cepheid Sales Support if you have any questions. Thanks.

IN AUG 28 A & 05



QUOTATION

Quote Number: Q6881 Quote Date:

8/24/2007

Quote Valid to: 10/24/2007 Payment Terms: Nct30

Ship Point

FOB Point: Sales Rep:

Karen Braden

\$61,505.00



Cepheid

904 Caribbean Drive Sunnyvale, CA 94089-1302 Telephone: 888-838-3222 Fax: 408-734-1346



Kriston Strickler State of West Virginia Department of Agriculture Regulatory & Env Affairs60B Moorefield Industrial Pk Moorefield, WV, 26836 304-538-2397

304-538-7088

Line Part Number	Pescalpiton	arah dari Qua	Mary Salah		
1 SC2500N1-1	SMARTCYCLER SYSTEM, I UNIT DTOP LS Processing Block with 16 Independe Each with 4-Color Optical Excitation Includes: (1) Desktop Computer with Software and flat panel Monitor, (1) (4) Tube Racks, (1) Cooling Block, and (100) 25 uL reaction tubes. -DISCOUNT APPLIED (List Price of DISCOUNTED PRICING IS VALIDAT BOTH LOCATIONS IN CHAR MOOREFIELD, WV.	n and Detection, in Life Science Operator's Manual, (1) Mini-Centrifuge, \$34,399)		30,615.00	\$61, 2 30.00
2	Approximate freight charges, if prep to invoice via FedEx 2-Day from Sur Moorefield, WV. You may ship coll us with your preferred courier and acceptable with a surface of the surface of	anyvale, CA to lect by providing count number. for FedEx 3-Day is reference Quarter Counts. PRICE	******* OTE Q68	******** 81	\$275.00

Line Part Number. Description Quantity Unit Pice Total

Please fax purchase order to 408-734-1346. For any questions, please call 888-838-3222.

Approved by:

Robertta Reyes, Manager, Customer Service Department

Date: 8.27.07

Page 2 of 2

P.4/12

SALES AGREEMENT

ACCEPTANCE OF PURCHASE ORDERS: Purchase Orders are binding only upon neceptance by Cepheid only accept or reject Purchase Orders within seven (7) working days of Cepheid's receipt of written Purchase Orders. Cepheid shall accept all Purchase Orders that are Issued in conformance with the provisions of this Sales Agreement (and attached Quotation or Order Confirmation, as appropriate). If a Purchaser's Order contains terms inconsistent with the terms and conditions of this Sales Agreement, Cepheid's terms and conditions will prevail, unless Cepheid expressly agrees in writing to a specific provision. Upon acceptance of a Purchase Order, this Sales Agreement (and attached Quotation or Order Confirmation, as appropriate) and such accepted Purchase Order shall constitute a contract between the Purchaser and Cepheid.

PRICE: The sales price(s) for the Products will be the listed or posted price(s) of Cepheid in affect at the time of shipment, or the price stated in a written Quotation provided by Cepheid. Cepheid's quotations are subject to change at any time prior to acceptance of an order and expiritistaty (60) days from the date of this Sales Agreement. The ressonable cast of packing, trating, shipping, and insurance are prepaid and will be added to the invoice. Where applicable, the Purchaser will pay directly all import duties. Price(x) do not include state or federal trans; when applicable, taxes will be added to the invoice, as separate line items.

DELIVERY: Products will be packed in Cepheid's standard shipping packages and shipped by method and carrier to be selected by Cepheid, unless otherwise specified in a written Quotation or Order Confirmation provided by Cepheid. Cepheid will use reasonable effort to effect shipment of the Products on or before quoted shipment dates, however Cepheid shall not be liable for any delay or failure in delivery where such delay or failure results from any cause beyond Cepheid's control, including, but not limited to, strike, boycott, embargo, government regulation, or installing or delay in obtaining materials. Cepheid may make deliveries in installments, and each installment shall be deemed to be a separate invoice will be rendered by Cepheid's replication fairly among its various customers in a manner deemed equitable by Cepheid, the Products then available for delivery.

TITLE AND RISK OF LOSS: Title and risk of loss with respect to all Products except software, and risk of loss with respect to software, shall pass from Copheid to the Purchaser upon delivery. Delivery shall be deemed made upon transfer of possession to a common carrier F.O.B. the shipping point.

DEFERRAL AND CANCELLATION: Prior to the scheduled delivery date specified in the Quotation provided by Cepheid (if attached) or in the accepted Purchase Order, the Purchaser may, by written notice to Cepheid, defer or cancel delivery of Products specified in such Purchase Order one time without charge, subsequent deferrals or cancellations related in that Purchase Order must also be by written notice and may be subject to charges consistent with those charged by Cepheid to its other customers.

ACCEPTANCE OF PRODUCTS: Purchaser shall inspect all Products within 30 days of receipt thereof, and may reject any Product that is defective provided that (I) it is (or has been) a standard product offered by Cepheid, and (ii) it has not been used, abused, or damaged by the Purchaser or Purchaser's agents. Any Product not properly and timely rejected by the Purchaser shall be deemed accepted. To reject a Product, Purchaser must untill Cepheid in writing within 30 days of receipt of the Product and shall promptly return the rejected Product to Cepheid, fieight collect. Cepheid shall promptly repair or replace the rejected Product with conforming Product.

PAYMENT TERMS: Payment terms are cash on delivery, except where furchaser has established and maintained open account credit to Cepheid's satisfaction. Cepheid reserves the right to require alternative payment mechanisms, including without limitation, Sight Draft, Letter of Credit, or Payment in Advance. Payment terms for sales on open account are not thirty (30) days from date of Cepheid's Invoice to Purchaser. Purchaser's philipation to pay for Products is not conditioned on Purchaser's inspection of the Products Any Invoiced amount which is not paid when due shall bear a late charge at the rate of one and one-half percent (1-1/2%) per month.

PURCHASER'S FINANCIAL CONDITION: Capheld's chilgations under this Sales Agreement are subject to Cepheid's approval at all times of Purchaser's financial condition. If the financial condition of Purchaser at any time becomes unsatisfactory to Capheld on if Purchaser fails to make any payment when due, Capheld may (i) defer or decline to make any shipment of Products to Purchaser, or (ii) revoke any open account credit Purchaser has.

LIMITED WARRANTY: Cepheid warrants that the Products (i) will be free from defects in material and workmanship for a period of one year after shipment, (ii) conform to Cepheid's published specifications for the Products, and (III) are free of lions and encumbrances when shipped to Purchaser. It is the responsibility of Purchaser to determine and Purchaser assumes the risk for (i) the suitability of the Products for Purchaser's intended use, and (ii) their compliance with applicable laws, regulations, codes and standards. Specific terms of the warranty or warranties for the Products are set forth in Cepheid's current user's manual, estatog, or written guarantee covering such Product. Cepheid does not warrant any defects in any Pruducts caused by (i) improper installation, removal or testing, (ii) Purchaser's failure to provide a suitable operating environment for the Products, (iii) use of the Products for purposes other than that for which they were designed, (iv) unsuthbrized attachments, (v) unsual physical or electrical attack, (vi) monthly intended attachments, (vi) unsual physical or electrical attack, (vi) monthly intended to a Cepheid attachment of a Cepheid or a Cepheid attachment, (vi) unsual physical or electrical attack, (vi) monthly intended to Purchaser's customers, except as agreed to in writing by Cepheid. There are no warranties which extrem Defond the Face Hereor. Cepheid Disclaims all Other Representations and Warranties, expressed or implified, Regarding the Products, Including any implied Warranties of Merchantability or Fitness for a Particular Purpose. Cepheid Shall Have no strict Liability, Product's Liability or Negaligence, Whether active or Passive.

LIMITATION OF REMEDIES: Purchaser's exclusive remedy for any defective Product is limited to the repair or replacement of any defective Product. If Capheld cannot or does not repair or replace a defective product, Copheld will remove the Product and return the purchase price for the defective Product.

LIMITATION OF LIABILITY: Even if Copheid cannot or does not repair or replace any defective Product and Purchaser's exclusive remody falls of its essential purpose, Cepheid's entire liability shall in no event exceed the purchase price for any defective Product, and Cepheid shall have no liability for general, consequential, incidental or special damages arising from a defect in any Product.

EQUAL OPPORTUNITY CONTRACT CLAUSE: Cepheid is committed in the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (60-1.4), section 503 of the Reliabilitation Act of 1973, (60-741.5), and section 402 of the Vietnam Era Vetorans Readjustment Act of 1974, (60-250.5), as well as any other regulations pertaining to these orders.

PATENTS: Copheid will settle or defend any suit or proceeding brought against Purchaser if and to the extent the suit or proceeding is based on a claim that any Products as sold directly infringe any ixsued United States patent. Copheid shall pay all duranges and costs finally awarded against Purchaser on account of any actual Infringement. Purchaser will:

(i) within ten days after receipt by Purchaser of a communication, notice or other action robating to an alleged Infringement, inform Cepheid in writing of the event and furnished to Copheid a copy of any communication, and (ii) give Cepheid all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to settle or defend the suit or proceeding. Cepheid shall not be bound in any manner by any settlement made without its prior expressed written consent. In the event Products are held to constitute infringement and their use is edicined, Cepheid may, at its option, (i) obtain for Purchaser the right to continue using the Products, (ii) modify the Products so that they become non-infringing, or (iii) remove the Products, grant Purchaser a credit and accopt their return. Cepheid has no obligations under this section if the alleged infringement arises out of: (i) Cepheid's compliance with Purchaser's specifications, (ii) Purchaser's addition to or modification of a Product, or (iii) Purchaser's use of a Product with products provided by partles other than Cepheid. Cepheid's obligations under this section do not apply to any alleged infringement occurring after Purchaser has received notice of the nileged infringement and section of the alleged infringement cocurring after Purchaser has received notice of the nileged infringement cocurring after Purchaser has received notice after hall not exceed the purchase price paid by Purchaser for the allegedly infringing Products. The foregoing states the sole and exclusive liability of Cepheid with respect to patent infringement and is in lieu of any

APPLICABLE LAW: This Sules Agreement shall be governed by and construed in accordance with the internal laws of the State of California, U.S.A.

ENTIRE AGREEMENT; MODIFICATION: This Sales Agreement and any documents referred to in this Sales Agreement. (i) are the final, complete, and exclusive statement of the terms of the agreement of the parties concerning the subject matter of those documents; (ii) supersede all prior written and oral agreements and understandings between Cepheld and Purchaser with respect to the Products, and (iii) may be modified only by a signed writing.



Request for Quotation

AGR0807

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KRISTA FERRELL 304-558-2596

DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

SHPXIA DATE PRINTED TEAMS OF BALE FOB FREEDING 08/13/2007 2 day Ortain <u>Prepay</u> & Add AID OPENING DATE: 09/06/2007 OPENING TIME 01:30PM QUANTITY ITEM NUMBER UNIT PRICE AMOUNT: 490-90 0001 EA # 61,230.00 #30,615.00 SC2500N1-1 2 II POLYHERASE CHAIN REACTION SYSTEM SMARTCYCLER Freight Charges 275.00 EA 1)002 * See attached quote 06876 for details. REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH (2) TWO SMARTCYCLER II (OR EQUAL) POLYMERASE CHAIN REACTION (PCR) SYSTEM AND NECESSARY HARDWARE AND SOFTWARE. THIS SYSTEM WILL BE USED BY VARIOUS DIVISIONS WITHIN THE WEST VIRGINIA DEPARTHENT OF AGRICULTURE (WVDA) TO PERFORM TESTING PROCEDURES USING PROTOCOLS CERTIFIED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) INCLUDING TESTING FOR AVIAN INFLUENZA. IN ORDER FOR WVDA LABORATIORY TESTS TO BE ACCEPTED AND RECOGNIZED BY FEDERAL AGENCIES FOR PURPOSES OF INTERSTATE AND INTERNATIONAL TRADE, USDA APPROVED PROTOCOLS MUST BE FOLLOWED. VENDORS BIDDING ALTERNATE SYSTEMS MUST FOLLOW USDA PROTOCOL STANDARD OPERATING PROCEDURE (SOP) AVPROISIO WHICH DICTATES HOW AVIAN INFLLUENZA MUST BE PERFORMED IN ORDER TO SATISFY USDA REQUIREMENTS. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS REQUEST FOR QUIDTATION (RFQ), VIA FAX AT SERREVERSE SIDE FOR TERMS AND CONDITIONS 3.24.07

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

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160,103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



Request for a

KRISTA FERRELL 30:4-558-2596

RFQ COPY TYPE NAME/ADDRESS HERE Cepheid 904 East Caribbean Drive Sunnyvale, CA 94089-1189

DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF EALS EAP VIA FOR 08/13/2007 Fed Ex 2-Day Origin BIO OPENING DATE: 09/06/2007 BID OPENING TIME 30PM GUANTITY Lop LINE TIEN NUVBER LINIT PRICE AMOUNT 304-558-4115, OR VIA EMAIL AT KFERRELLDWVADMIN.GOV. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, SCOPE OF WORK, SOFTWARE/HARDWARE REQUIREMENTS. TESTING, ETC. DEADLINE FOR TECHNICAL QUESTIONS IS 08/29/2007 AT 9:00 AM. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. QUESTIONS CONCERNING THE ACTUAL PROCESS FOR SUBMITTING A BID TO THE STATE OF WEST VIRGINIA MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS. THESE QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, HOW/WHERE/WHEN TO SUBMIT A BID, NUMBER OF ADDENDUMS ISSUED, FORMS, ETC. SHIP TO: WEST VIRGINIA DEPT. OF AGRICULTURE QUANTITY 1: ANIMAL HEALTH DIVISION 4720 BRENDA LANE BUILDING 12 CHARLESTON, WV 25312 WEST VIRGINIA DEPT. OF AGRICULTURE QUANTITY 1: MOOREFIELD OFFICE 60B MODREFIELD INDUSTRIAL PARK RD. MOOREFILELD, WV BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING SEP REVENSE SIDE FOR YERMS AND CONDITION 8.24.07

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

Marageri Culomer Service



Request for Quotation

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KRISTA FERRELL 304-558-2596

DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

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

Request for Quotation

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KRISTA FERRELL 304-558-2596

reg copy type nahe/address here Cepheid 904 East Caribbean Drive Sunnyvale, CA 94029-1189

DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED BY ORDER

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RFQ COPY



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

Request for Quotation

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KRISTA FERRELL 304-558-2596

TYPE NAME/ADDRESS HERE Cepheid 904 Caribbean Drive Surryvale, CA 94089-1189 DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED BY ORDER

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

Request for Quotation

AGR0807

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KRISTA FERRELL 304-558-2596

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RFQ COPY TYPE NAME/ADDRESS HERE Cepheid 904 Caribbean Drine Sunmyvale, CA 94089-1189

DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED BY ORDER

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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT Ref Queta Q1881.

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, ilmited 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: Vandors 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: Cepheid -	Rhotta Reyes		
Authorized Cignature:	7000	Date:	8.24.07
Purchasing Affidavit (Revised 04/15/07)	yor, customer Service		



THE GREATEST STOCK INVESTMENT OF 2007!!

ConnectAjet.com

STOCK SYMBOL:

CAJT.PK

ConnectAJet Is The Worlds <u>FIRST</u> Real-Time Booking System For Private Jet Charter! (Expedia.com for Private Jets)

ConnectAJet.com, an online innovator of private jet travel and charter, has created an online platform that will allow the public to access private jet charter from every charter carrier in the world under one online booking system.

"The Expedia.com of the private jet world!"

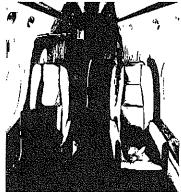
For the first time in aviation history, CAJT will unite all existing worldwide charter operators in the United States to operate under one efficient, real-time, online booking system. Customers across the globe will be able to book charter on every private aircraft in flight which meets their particular travel criteria.

CAJT will also coordinate all ground transportation, in-flight catering, and will provide real-time flight tracking 24 hours for passengers convenience.

Connect-A-Jet.com (CAJT) was designed to eliminate the world of private jet charter brokers, and, for the first time in history, allow customers to directly access aircraft operators through one online portal. CAJT intends to single-handedly revolutionize the way the entire world travels by private aircraft.

THE REAL TIME SYSTEM WILL BE IMPLEMENTED WITHIN 60 DAYS. BUY NOW BEFORE THE REST OF THE WORLD DOES!





REASONS TO BUY THIS STOCK NOW:

*CAJT has only been trading for I week! Early Investors could make a FORTUNE!

*Could CAJT be the next EXPEDIA COM or NET JETS?

*Could CAJT be bought out like Expedia? Expedia bought for \$1.2 BILLION!

*CAJT is the world's first realtime booking system for private jet charter. CAJT could change the entire industry.

After only 3 trading days the stock has jumped 150%.

CAJT COULD BE THE NEXT BIG WIINER IN YOUR PORTFOLIO!!

DON'T MISS THIS
 OPPORTUNITY TO
 HIT A HOME RUN AS
 AN EARLY
 INVESTOR IN ONE
 OF AMERICA'S MOST
 SECRETLY KEPT
 INVESTMENT

OPPORTUNITIES!!

BROKER NOW!!

• CALL YOUR

GROWTH FORECAST:

575% - 750% (30 Days)

ONE OF A KIND RESERVATION TOOL!! GET IN NOW BEFORE EVERYONE ELSE! INFUSE A GROW-ING STOCK INTO YOUR PORTFOLIO

TODAY!

Growth Potential:

2 Weeks: 575-600%

I Month: 600-750%

3 Months: 750-975%

We apologic lifthis fax was received in error. To be removed from our list calls 1-800-573-6030. This news release is not a research report, does not purport to provide an analysis of any companys financial position, and is not in any way to be construed as an offer or solicitation to buy or sell any security. Connectal stroom, line, (hereinatter "CAJI") is the featured company. DMI Communications am analysis of this publication. The information contained herein is being republished in reliance on statements made by CAJT management, and publicly disseminated information issued by third parties regarding CAJT, and well-known research organizations, which are presumed to be reliable, but neither DMI Communications nor its editors, employees, or agents accept any responsibility for the accuracy of such statements or information, or the contents herein which are derived mere from R eaders should independently verify all statements made in this publication in may contrain links to third partylinks, websites, and commentary. DMI communications has received compensation for the production and distribution of this newsletter. The compensation received is in the amount of one hundred thousand dollars and was received for this and subsequent news publishing and distribution efforts. Because DMI Communications received compensation for its errors, there is an inherent conflict of interest in any statements and opinions contained to considered the production and constantements and opinions contained and

DON'T MISS OUT! ACT NOW!



Request for Quotation

AGR0807

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF KRISTA FERRELL
304-558-2596

DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED BY ORDER

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



Request for REQUIRER Quotation

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KRISTA FERRELL 304-558-2596

RFQ COPY TYPE NAME/ADDRESS HERE Cepheid 904 East Caribbean Drive Sunnyvale, CA 94089-1189

DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED BY ORDER

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

Request for Quotation

REO NUMBER AGR0807

8/24/07

ADDRESS CHANGES TO BE NOTED ABOVE

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KRISTA FERRELL

BY ORDER

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304-558-2596 DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED

RFQ COPY TYPE NAME/ADDRESS HERE Cepheid 904 Caribbean Drive Surryvale, CA 94089-1189

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DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED BY ORDER

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VENCOR

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

Request for Quotation

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AGR0807

PAGE 5

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED BY ORDER

RFQ COPY TYPE NAME/ADDRESS HERE Cepheid 904 Caribbean Drive Surryvale, CA 94039-1189

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Request for Quotation

AGRO807

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ADDRESS CHANGES TO BE NOTED ABOVE

DEPARTMENT OF AGRICULTURE VARIOUS LOCALES AS INDICATED BY ORDER

RFQ COPY TYPE NAME/ADDRESS HERE

Cepheid 904 Caribbean Drire Sunryvale, CA 94089-1189

ranager, Castoner Service 77-0441625

DATE PRINTED TERMS OF SALE		SHIP VIA	FOB.	FREIGHTTERMS			
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

RFQ No.	AGR0807
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STATE OF WEST VIRGINIA Purchasing Division

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PURCHASING AFFIDAVIT Ref Quite Q6881.

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** 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: Cepheid.	Robertta Reyes			
Authorized Signature:	2000	Date:	8.24.07	
Purchasing Affidavit (Revised 04/15/07)	ger, Customer Service			



QUOTATION

Quote Number: Q6881

Quote Date: Quote Valid to: 10/24/2007

8/24/2007

Payment Terms: Net30

FOB Point: Sales Rep:

Ship Point Karen Braden

From:

Cepheid

904 Caribbean Drive Sunnyvale, CA 94089-1302

Telephone: 888-838-3222

Fax: 408-734-1346

Quote To:

Kriston Strickler

State of West Virginia

Department of Agriculture

Regulatory & Env Affairs60B Moorefield

Industrial Pk

Moorefield, WV, 26836

304-538-2397

304-538-7088

Line Part Number	Description	Quantity	Unit Price	Total
1 SC2500N1-1	SMARTCYCLER SYSTEM,1 UNIT DTOP LS Processing Block with 16 Independent Re Each with 4-Color Optical Excitation and Includes: (1) Desktop Computer with Life Software and flat panel Monitor, (1) Oper (4) Tube Racks, (1) Cooling Block, (1) M and (100) 25 uL reaction tubes. DISCOUNT APPLIED (List Price \$34,3) - DISCOUNTED PRICING IS VALID FOR AT BOTH LOCATIONS IN CHARLEST MOOREFIELD, WV REFER TO RFQ# AGR0807	Detection, Science ator's Manual, ini-Centrifuge, 99) R PURCHASE	30,615.00	\$61,230.00
2	Approximate freight charges, if prepaid ar to invoice via FedEx 2-Day from Sunnyva New Orleans, LA. You may ship collect bus with your preferred courier and accountant accounta	ale, CA to by providing t number. FedEx 3-Day is \$225.00 ******** FERENCE QUOTE Q65 INTS. PRICE CABLE AFTER SHIPM	**************************************	\$275.00
				\$61,505.00

Please fax purchase order to 408-734-1346. For any questions, please call 888-838-3222.

Approved by:

Robertta Reyes, Manager, Customer Service Department

Date: _ 8.24.07

SALES AGREEMENT

ACCEPTANCE OF PURCHASE ORDERS: Purchase Orders are binding only upon acceptance by Cepheid. Cepheid may accept or reject Purchase Orders within seven (7) working days of Cepheid's receipt of written Purchase Orders. Cepheid shall accept all Purchase Orders that are issued in conformance with the provisions of this Sales Agreement (and attached Quotation or Order Confirmation, as appropriate). If a Purchaser's Order contains terms inconsistent with the terms and conditions of this Sales Agreement, Cepheid's terms and conditions will prevail, unless Cepheid expressly agrees in writing to a specific provision. Upon acceptance of a Purchase Order, this Sales Agreement (and attached Quotation or Order Confirmation, as appropriate) and such accepted Purchase Order shall constitute a contract between the Purchaser and Cepheid.

PRICE: The sales price(s) for the Products will be the listed or posted price(s) of Cepheid in effect at the time of shipment, or the price stated in a written Quotation provided by Cepheid. Cepheid's quotations are subject to change at any time prior to acceptance of an order and expire sixty (60) days from the date of this Sales Agreement. The reasonable cost of packing, crating, shipping, and insurance are prepaid and will be added to the invoice. Where applicable, the Purchaser will pay directly all import duties. Price(s) do not include state or federal taxes; when applicable, taxes will be added to the invoice, as separate line items.

DELIVERY: Products will be packed in Cepheid's standard shipping packages and shipped by method and carrier to be selected by Cepheid, unless otherwise specified in a written Quotation or Order Confirmation provided by Cepheid. Cepheid will use reasonable effort to effect shipment of the Products on or before quoted shipment dates; however Cepheid shall not be liable for any delay or failure in delivery where such delay or failure results from any cause beyond Cepheid's control, including, but not limited to, strike, boycott, embargo, government regulation, or inability or delay in obtaining materials. Cepheid may make deliveries in installments, and each installment shall be deemed to be a separate sale, for which a separate invoice will be rendered by Cepheid. Cepheid shall also have the right, to the extent necessary in Cepheid's reasonable judgement, to apportion fairly among its various customers in a manner deemed equitable by Cepheid, the Products then available for delivery.

TITLE AND RISK OF LOSS: Title and risk of loss with respect to all Products except software, and risk of loss with respect to software, shall pass from Cepheid to the Purchaser upon delivery. Delivery shall be deemed made upon transfer of possession to a common carrier F.O.B. the shipping point.

DEFERRAL AND CANCELLATION: Prior to the scheduled delivery date specified in the Quotation provided by Cepheid (if attached) or in the accepted Purchase Order, the Purchaser may, by written notice to Cepheid, defer or cancel delivery of Products specified in such Purchase Order one time without charge; subsequent deferrals or cancellations related to that Purchase Order must also be by written notice and may be subject to charges consistent with those charged by Cepheid to its other customers.

ACCEPTANCE OF PRODUCTS: Purchaser shall inspect all Products within 30 days of receipt thereof, and may reject any Product that is defective provided that (i) it is (or has been) a standard product offered by Cepheid, and (ii) it has not been used, abused, or damaged by the Purchaser or Purchaser's agents. Any Product not properly and timely rejected by the Purchaser shall be deemed accepted. To reject a Product, Purchaser must notify Cepheid in writing within 30 days of receipt of the Product and shall promptly return the rejected Product to Cepheid, freight collect. Cepheid shall promptly repair or replace the rejected Product with conforming Product.

PAYMENT TERMS: Payment terms are cash on delivery, except where Purchaser has established and maintained open account credit to Cepheid's satisfaction. Cepheid reserves the right to require alternative payment mechanisms, including without limitation, Sight Draft, Letter of Credit, or Payment in Advance. Payment terms for sales on open account are net thirty (30) days from date of Cepheid's invoice to Purchaser. Purchaser's obligation to pay for Products is not conditioned on Purchaser's inspection of the Products. Any invoiced amount which is not paid when due shall bear a late charge at the rate of one and one-half percent (1-1/2%) per month.

PURCHASER'S FINANCIAL CONDITION: Cepheid's obligations under this Sales Agreement are subject to Cepheid's approval at all times of Purchaser's financial condition. If the financial condition of Purchaser at any time becomes unsatisfactory to Cepheid or if Purchaser fails to make any payment when due, Cepheid may (i) defer or decline to make any shipment of Products to Purchaser, or (ii) revoke any open account credit Purchaser has.

LIMITED WARRANTY: Cepheid warrants that the Products (i) will be free from defects in material and workmanship for a period of one year after shipment, (ii) conform to Cepheid's published specifications for the Products, and (iii) are free of liens and encumbrances when shipped to Purchaser. It is the responsibility of Purchaser to determine and Purchaser assumes the risk for (i) the suitability of the Products for Purchaser's intended use, and (ii) their compliance with applicable laws, regulations, codes and standards. Specific terms of the warranty or warranties for the Products are set forth in Cepheid's current user's manual, catalog, or written guarantee covering such Product. Cepheid does not warrant any defects in any Products caused by (i) improper installation, removal or testing, (ii) Purchaser's failure to provide a suitable operating environment for the Products, (iii) use of the Products for purposes other than that for which they were designed, (iv) unauthorized attachments, (v) unusual physical or electrical stress, (vi) modifications or repairs done by other than Cepheid or a Cepheid authorized service provider, or (vii) any other abuse, misuse, or neglect of the Products. This warranty extends to Purchaser only, and not to Purchaser's customers, except as agreed to in writing by Cepheid. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. CEPHEID DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CEPHEID SHALL HAVE NO STRICT LIABILITY, PRODUCTS LIABILITY, PRODUCTS

LIMITATION OF REMEDIES: Purchaser's exclusive remedy for any defective Product is limited to the repair or replacement of any defective Product. If Cepheid cannot or does not repair or replace a defective product, Cepheid will remove the Product and return the purchase price for the defective Product.

LIMITATION OF LIABILITY: Even if Cepheid cannot or does not repair or replace any defective Product and Purchaser's exclusive remedy fails of its essential purpose, Cepheid's entire liability shall in no event exceed the purchase price for any defective Product, and Cepheid shall have no liability for general, consequential, incidental or special damages arising from a defect in any Product.

EQUAL OPPORTUNITY CONTRACT CLAUSE: Cepheid is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (60-1.4), section 503 of the Rehabilitation Act of 1973, (60-741.5), and section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (60-250.5), as well as any other regulations pertaining to these orders.

PATENTS: Cepheid will settle or defend any suit or proceeding brought against Purchaser if and to the extent the suit or proceeding is based on a claim that any Products as sold directly infringe any issued United States patent. Cepheid shall pay all damages and costs finally awarded against Purchaser on account of any actual infringement. Purchaser will:

(i) within ten days after receipt by Purchaser of a communication, notice or other action relating to an alleged infringement, inform Cepheid in writing of the event and furnished to Cepheid a copy of any communication, and (ii) give Cepheid all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to settle or defend the suit or proceeding. Cepheid shall not be bound in any manner by any settlement made without its prior expressed written consent. In the event Products are held to constitute infringement and their use is enjoined, Cepheid may, at its option, (i) obtain for Purchaser the right to continue using the Products, (ii) modify the Products so that they become non-infringing, or (iii) remove the Products, grant Purchaser a credit and accept their return. Cepheid has no obligations under this section if the alleged infringement arises out of: (i) Cepheid's compliance with Purchaser's specifications, (ii) Purchaser's addition to or modification of a Product, or (iii) Purchaser's use of a Product with products provided by parties other than Cepheid. Cepheid's obligations under this section do not apply to any alleged infringement occurring after Purchaser has received notice of the alleged infringement unless Cepheid subsequently gives Purchaser express written consent for the continuing alleged infringement. Cepheid shall not be liable for any incidental or consequential damages arising out of a patent infringement. Cepheid's liability hereunder shall not exceed the purchase price paid by Purchaser for the allegedly infringing Products. The foregoing states the sole and exclu

APPLICABLE LAW: This Sales Agreement shall be governed by and construed in accordance with the internal laws of the State of California, U.S.A

ENTIRE AGREEMENT; MODIFICATION: This Sales Agreement and any documents referred to in this Sales Agreement: (i) are the final, complete, and exclusive statement of the terms of the agreement of the parties concerning the subject matter of those documents; (ii) supersede all prior written and oral agreements and understandings between Cepheid and Purchaser with respect to the Products, and (iii) may be modified only by a signed writing.