



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
AGR0835

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

***709070010 800-635-5577**
MOLECULAR DEVICES CORPORATION
1311 ORLEANS DRIVE
SUNNYVALE CA 94089


DEPARTMENT OF AGRICULTURE
ADMINISTRATIVE SERVICES
BUILDING 2, ROOM 106
4720 BRENDA LANE
CHARLESTON, WV
25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/12/2007				

BID OPENING DATE: **01/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		493-62	\$41,500.00	\$83,000.00
<p>MICROPLATE READER W/ WASHER SYSTEM</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH (2) MICROPLATE READERS W/ WASHER SYSTEM PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS REGARDING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTION INCLUDE, BUT ARE NOT LIMITED TO, SCOPE OF WORK, SPECIFICATION CLARIFICATIONS, INSTALLATION, ETC. DEADLINE FOR ALL TECHNICAL QUESTIONS IS DECEMBER 28, 2007 BY THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO BID OPENING AND IN ANY FORMAT.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT</p>						
					<p><i>(SEE PAGE 7) PRICING SHEET FOR DETAILS</i></p>	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: **800-635-5577** DATE: **1/7/08**

TITLE: **V.P. OF SALES & SERVICE, THE AMERICAS** GEN: **94-2919362** ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: <i>R.F.Q.#. AGR0835</i></p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 NO. 2 NO. 3 NO. 4 NO. 5</p> <p><i>— NONE RECEIVED AS OF 1/8/08</i></p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL</p>						

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VENDOR RECORD

*709070010 800-635-5577
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1311 ORLEANS DRIVE

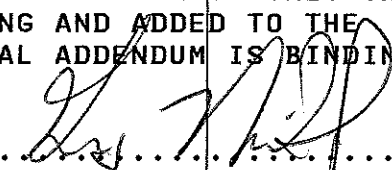
SUNNYVALE CA 94089

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<p>REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE MOLECULAR DEVICES / NOW PART OF COMPANY MDS ANALYTICAL TECHNOLOGIES 1/7/08 DATE </p> <p>REV. 11/96</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>N/A { 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 I</p>						

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<p>WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</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><i>N/A</i> 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</p>						

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<p>WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO 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: <i>MOLECULAR DEVICES / NOW PART OF MDS ANALYTICAL TECHNOLOGIES</i></p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				DATE: <u>11/8/08</u>		
				SIGNED: <u>[Signature]</u>		
				TITLE: <u>V.P. OF SALES & SERVICE, THE AMERICAS</u>		
				<p><i>NOTE APPLICABLE</i> * 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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: ? <u>AGR0845</u> ~ HEADER SHOWS "AGR0835"</p>		

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BID OPENING DATE:				01/10/2008		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
408 548-6426						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
RICH BATTAGLIA						
(rich.battaglia@moldev.com)						
***** THIS IS THE END OF RFQ					AGR0835 ***** TOTAL:	*
					FOR ONE COMBINATION SYSTEM: \$41,500.00 (PLUS S&H)	
					FOR TWO COMBINATION SYSTEMS: \$83,000.00 (PLUS S&H)	

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Specifications for a Microplate Reader/Washer System

West Virginia Department of Agriculture

The West Virginia Purchasing Division for the agency, the West Virginia Department of Agriculture, (WVDA) is soliciting bids for purchase at least one complete microplate reader/washer system to use in the performance of various enzyme-linked immunosorbent assay (ELISA) procedures. The purchased equipment must meet the specifications and characteristics outlined in the sections that follow. Vendors must submit prices for a microplate reader and washer separately. If it is determined that sufficient funds are available after opening of the bids, WVDA will purchase two microplate reader/washer systems. Therefore, vendors should also submit a price for both a microplate reader and washer assuming that two of each item will be purchased.

SPECIFICATIONS

SYSTEM/EQUIPMENT: Multi-component system for sample analyses by enzyme-linked immuno-sorbent assay (ELISA/EIA) technology. All equipment/instruments should be operational and functional in a mobile laboratory environment.

Microplate Reader

- Shall be fully automatic, easily programmable reading of flat, round, or V- bottom wells, plates, or strips in a 6-384 well format
- Must have flexibility of multiple measurement modes, versatile programming/analysis
- Shall have stand alone operation by onboard function keys, display, and printer with optional PC-control
- UV/VIS minimum capabilities: Spectral range 310-750 nm
Dynamic range -0.1 to 3.0 OD (absorbance)
- Absorbance detection required; additionally, flash and glow luminescence detection preferable
- Must be able to perform single and dual wavelength readings; multiple wavelength readings and kinetic measurements is preferable
- Shall be supplied with a minimum of 7 filters: 310 nm, 365 nm, 410 nm, 450 nm, 490 nm, 630 nm, and 650 nm
- Must be able to readily substitute other standard filters for different wavelengths; other standard filters shall be available separately
- Must be able to readily replace light source
- Lamp saver feature shall be included
- Linear and area scanning modes shall be available
- Shall integrate automatic plate alignment

- Must have adjustable plate shaking and spectral analysis
- Minimum temperature control: 5° C above ambient to 45° C
- Shall have a fast warm-up time and stable temperature environment available
- Must have easy-to-use on-board software with optional PC-controlled software provided
- Included software (control and analysis) shall offer:
 - Shaking and incubation parameters;
 - User administration feature;
 - Plate layout configuration;
 - Controls, replicates, and standards settings;
 - Endpoint and kinetic data reduction capability;
 - Data reduction calculations: regressions, curve fitting and cutoff absorbance calculations;
 - Pre-heat and auto-start features;
 - Temperature logging for tracking/auditing/assay performance;
 - Calculation modes: single point, point-to-point curve fit, linear regression (log and linear), % absorbance, uptake and cut-off absorbance, partial plate reading, alphanumeric test naming, automatic interpretation options, duplicate options, controls locator, and curve plotting and editing;
 - Ability to up/download and store tests and data with external PC
- Shall have onboard storage of at least 50 user-programmable protocols in non-volatile memory
- Must have multiple data ports provided, including parallel and serial outputs to interface bi-directionally with external PC
- All cables (power, RS232 serial, parallel), spare fuses, and dustcover shall be provided

Microplate Washer

- Must provide fully automated, easily programmable washing of flat, round, or V-bottom wells in plate or strip format
- Shall offer easy-to-use on-board software with optional PC-controlled software
- Must have stand alone operation by onboard function keys and display with optional PC-control
- Must allow direct bi-directional loading of procedures and data
- Software shall configure all wash parameters enabling protocol transfer, plate setup, wash cycle and wash procedure creation
- Must consist of pump system with quiet operation and superior fluid delivery precision (must be <2.5% CV)
- Shall have programmable functions for aspirating, dispensing, shaking, soaking, and washing
- Wash volume range: minimum 50-2000 ul; residual volume must be <1 ul/well
- Shall include 8-channel autoclavable head; 12- and 16- channel autoclavable heads offered optionally

- Must incorporate wash, rinse, and waste bottles for up to 3 wash lines
- Shall encompass easy access to supply tubing and valves
- Must contain liquid level sensing on all bottles
- Shall offer aerosol protection
- Must integrate automatic calibration, alignment, and last row detection
- Shall store at least 20 wash cycles and 50 wash procedures in non-volatile memory
- Must include all tubing, fittings, bottles, cables (power and RS232 serial), maintenance/cleaning tools, spare fuses, and dust cover

Warranty and Service for Microplate Reader and Washer Instruments

- Must include warranty and complete premium service for all equipment/instruments including all parts, repairs, labor, travel, special services, and preventative maintenance for 1 year from on-site installation at no expense to purchaser. Option for extended complete premium warranty and service for all equipment/instruments including all parts, labor, travel, special services and preventative maintenance for 5 years is preferred.
- * • Shall provide 24 hour response time for on-site service/replacement.
- Shall provide toll free telephone technical service/assistance.
- * • Must provide loaner instrumentation, at no charge to the purchaser, during warranted period should instrumentation need to be sent out for repairs.

SEE ATTACHED INSTRUMENT WARRANTY STATEMENT & SERVICE SUMMARY
 BOTH INSTRUMENTS OFFERED ARE DEPOT REPAIRABLE.
General Requirements for Microplate Reader and Washer Instruments

- For life of each instrument, future updates/upgrades to all software must be included at no additional charge.

- * • Two (2) copies of all system manuals (operation, training, technical, service maintenance, etc.) shall be provided at no charge to the owner. - ONE COPY IS PROVIDED
- * • All engineering updates and reliability enhancements for life of each instrument shall be provided at no additional cost. - NEW RELEASES OF SOFTWARE WILL BE AVAILABLE AT DISCOUNTED "UPGRADE" PRICE
- * • Vendor shall deliver and provide on-site installation (labor and supplies included) of the system at no charge to the purchaser. Installation service shall ensure precise movements. - UNITS OFFERED ARE CUSTOMER-INSTALLABLE
- * • Vendor shall provide on-site training (labor and supplies included) for all instruments and software at no charge to the purchaser.

STANDARD CHARGE FOR ON-SITE TRAINING IS \$600.00 PER INSTRUMENT, THESE CHARGES WILL BE WAIVED FOR PURCHASE ORDER RECEIVED BY MARCH 31, 2008.

Pricing Sheet

RFQ#: AGR0835

Description	Unit Price	Quantity	Extended Price
Microplate Reader	\$39,500.00 (-7,900.00)	2	\$79,000.00 (-15,800.00)
Washer	\$11,000.00 (-1,100.00)	2	\$22,000.00 (-2,200.00)
DELL LATITUDE	2,990.00 (-2,990.00)	2	\$ 5,980.00 (-5,980.00)
Total:	\$41,500.00 (PLUS S&H)		<u>\$83,000.00</u> (PLUS S&H)

** It is strongly preferred that all vendors submit pricing on this form in lieu of submitting company quotes.

**The above quantities are for bid evaluation purposes only.

(SEE THREE PAGES OF "PRICING DETAIL" INSERTED BEHIND THIS SHEET, SHOWING PRODUCT PART NUMBERS AND DESCRIPTIONS.)

ASSOCIATED DATA SHEETS FOR:

- SPECTRAMAX M2

- AQUAMAX 4000

- SOFTMAX PRO

ARE INCLUDED WITH THIS RFQ SUBMISSION.



Molecular Devices

now part of MDS Analytical Technologies

1311 Orleans Drive
Sunnyvale, CA 94089
www.moldev.com

**Pricing Detail for
Request for Quotation,
No: AGR0835**

Attention: Buyer Krista Ferrell

State of West Virginia
Department of Administration
Purchasing Division / Building 15
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Date: 8-Jan-08

Expires: 31-Mar-08

Pricing is valid only for purchase order received by above date

Sales Rep.: Rich Battaglia

Phone: 800-635-5577 ext 3521

FAX: 408-548-6426

FAX order to: 408-548-6439

Item	Qty	Catalog Number	Description	Unit Price	Adjustment	Extended Price
1	1	M2	SpectraMax M2 microplate/cuvette reader (90V to 240V) with current version of SoftMax Pro. Includes: SpectraMax M2 Multi-Mode Spectrophotometer fluorescence intensity UV/Vis absorbance Luminescence (secondary mode) TRF (secondary mode) reading modes Tunable wavelength selection for excitation and emission Built-in cuvette port & microplate drawer Precision endpoint/kinetic/spectral scanning (UV/visible and fluorescence) modes Proprietary PathCheck Sensor Thermal regulation from ambient + 4C to 45C User manual Dust cover Interface cable 1 year warranty covering parts and labor	39,500.00	-7,900.00	31,600.00
2	1	0310-4874	Dell Latitude D620 with Intel Core Duo processor (1.83 GHz), 2GB RAM, 80 GB HD, 24x CRDW/DVD; 14.1" WXGA. Includes: MS Office 2003 Basic Adobe Acrobat 8.0 Standard	2,990.00	-2,990.00	0.00
3	1	M2	SpectraMax M2 microplate/cuvette reader (90V to 240V) with current version of SoftMax Pro. Includes: SpectraMax M2 Multi-Mode Spectrophotometer fluorescence intensity UV/Vis absorbance Luminescence (secondary mode) TRF (secondary mode) reading modes Tunable wavelength selection for excitation and emission Built-in cuvette port & microplate drawer Precision endpoint/kinetic/spectral scanning (UV/visible and fluorescence) modes Proprietary PathCheck Sensor Thermal regulation from ambient + 4C to 45C User manual Dust cover Interface cable 1 year warranty covering parts and labor	39,500.00	-7,900.00	31,600.00

Item	Qty	Catalog Number	Description	Unit Price	Adjustment	Extended Price
4	1	0310-4874	Dell Latitude D620 with Intel Core Duo processor (1.83 GHz), 2GB RAM, 80 GB HD, 24x CRDW/DVD; 14.1" WXGA. Includes: MS Office 2003 Basic Adobe Acrobat 8.0 Standard	2,990.00	-2,990.00	0.00
5	1	AQUAMAX	AQUAMAX	11,000.00	-1,100.00	9,900.00
6	1	0310-5227	AquaMax 4000 (1) base unit, 1 yr warranty covering parts & labor Base unit: Modular washer platform with on board touch-screen programming and four fluid inlets. StakMax and Robotic compatible, and configurable in 96 and 384 well formats.	Included		
7	1	0310-5216T	Complete 96 Plate Wash Head (1) with 90 day warranty covering parts and labor for AquaMax washer Replaced 0310-5216	Included		
8	1	AQUAMAX	AQUAMAX	11,000.00	-1,100.00	9,900.00
9	1	0310-5227	AquaMax 4000 (1) base unit, 1 yr warranty covering parts & labor Base unit: Modular washer platform with on board touch-screen programming and four fluid inlets. StakMax and Robotic compatible, and configurable in 96 and 384 well formats.	Included		
10	1	0310-5216T	Complete 96 Plate Wash Head (1) with 90 day warranty covering parts and labor for AquaMax washer Replaced 0310-5216	Included		
Total Discount amount for this Quote (for two combination systems):					-23,980.00	
Quotation Total for two combination systems - US Dollars						\$83,000.00

(Plus S&H)

Note: Price for one combination system is \$41,500.00

Best Estimates =
\$500.00 for one combination system
\$1,000.00 for two combination systems

Submitting a Purchase Order

Purchase Orders must be in writing (FAX, Email or Mail). Visa, American Express & MasterCard Orders are welcome.
FAX Number - 408-548-6439
Email Address - om@moldev.com

Mailing Address - 1311 Orleans Drive, Sunnyvale, CA 94089, Attn: Order Management

Note: This Quote and its associated pricing is only valid if the P.O. is received prior to the expiration date of this quote.
See attached letter for clarification of FOB requirements.

Molecular Devices Terms of Quote

1. MDC acceptance of any Purchase Order is subject to the MDC "Terms and Conditions " attached to this Quote. All Purchase Orders must be submitted in writing (FAX, Email or Mail). Fax, Email & Corporate Addresses can be found at the bottom of the Quote above. Visa, American Express, and MasterCard Orders are welcome, and are accepted over the phone @ 1-800-635-5577 Options # 2.
2. All Orders are FOB Shipping Point and are subject to acceptance only at MDC's facility at Sunnyvale, CA. MDC shall not be liable for any delays in processing of any Order or in delivery of shipments of material hereunder. (See attached letter for FOB clarification.)
3. Shipping and Handling charges will be added to the Invoice and are based on the size and weight of the package. Prices do not include Sales, Excise, Use or other Taxes now in effect or hereafter levied by reason of this transaction. The Payment Terms are "Net 30" pending credit approval.
4. Standard shipment is "2-Day Airfreight" or overland truck, depending on shipment weight, packaging and dimensions. To ship "Freight Collect", the Purchase Order must specify carrier and include Customer's Account Number. MDC reserves the right to choose alternate carrier should the requested carrier be unavailable at the time of the shipment.
5. Pricing on this Quote and/or any discounts given are good only until the "Expires" date specified above and only if the FOB is Shipping Point. Typographical and clerical errors on this Quote are subject to correction. The Quote Number must appear on the Purchase Order. (See attached letter for FOB clarification.)
6. The estimated Ship Date, for an instrument Order, is 15 calendar days from the time that the Purchase Order is received at MDC. Scanners and Automated Ephys products may take up to 30 days from the time that the Purchase Order is received at MDC.
7. MDC Federal ID Number #94-2914362. D & B DUNS#125123125
8. Most Molecular Devices Instruments are C.S.A. approved.
The Customer is responsible for Customs Clearance, Tariffs and Duties.

Kristina McDermott
Technical Sales Representative / Life Science
800-635-5577 X3661
kristina.mcdermott@moldev.com

RFQ No. ACR0835

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

Authorized Signature: [Signature] Date: 01/08/08

WV-96
Rev. 5/94

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

MOLECULAR DEVICES / NOW PART OF
Company Name: IMDS ANALYTICAL TECHNOLOGIES

Signed: [Signature]

Title: V.P. OF SALES & SERVICE, THE AMERICAS

Date: 1/8/07

ATTACHMENT
P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Signature Date

Title

Title

Company Name

Agency/Division

(THE ATTACHMENT OF THIS PAGE IS UNDERSTOOD BY THE VENDOR TO BE A SAMPLE INSERT OF THE PENDING PURCHASE ORDER, NOT TO BE SIGNED BY THE VENDOR AS PART OF OUR RESPONSE TO THE R.F.Q.)

Date: January 7, 2008

Attn: Krista Ferrel / Buyer

Phone #: 304-558-2596

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

FOB POLICY CLARIFICATION

Re: Request for Quotation Number AGR0835

This notice is sent in conjunction with the above referenced request for quotation regarding disparity between customer requirements and Molecular Devices standard policy.

Statement of standard terms: Please be advised that MD's standard shipping terms are FOB: Origin. Shipping and handling charges are the responsibility of the customer and will be added to the invoice, unless customer chooses to specify "Freight Collect" and the specified freight account information is included on the purchase order.

Acceptance of FOB Destination: To expedite processing of the referenced request for quotation, as exception to standard company terms, Molecular Devices will stipulate "FOB: Destination" only if the purchase order is received at MD and shipment is accepted at delivery site within a single calendar month (or revenue reporting period). If the order is received too late to fulfill delivery by the end of the calendar month, the order will be held for entry until the first business day of the next month. This stipulation is necessary in order for Molecular Devices to maintain compliance with Federal Securities and Exchange Commission revenue recognition requirements.

Company accountability prohibits the alteration of published list prices to include shipping and handling charges, which vary by delivery location. Customer agrees to pay all such charges, which will be added to the invoice. Our best estimate of Shipping and Handling charges to zip code area 25312 for quoted product is \$250.00 per instrument. If quantity (1) each of the Reader and Washer are purchased, the S&H charges will be \$500.00. If quantity (2) each of the Reader and Washer are purchased, the S&H charges will be \$1,000.00. These amounts may be considered "Not-to-exceed" figures for delivery via Federal Express 2-Day Economy Service.

Thank you for your consideration. We look forward to processing your purchase order.

Sincerely,

John Gonzalez
Assistant Controller

MOLECULAR DEVICES INSTRUMENT WARRANTY STATEMENT

Seller warrants that the instrument purchased from Seller (the "Instrument") will be free from defects in materials and workmanship during the applicable warranty period, provided that the Instrument has been operated at all times in accordance with the instruction manual and user guide by or under the direct supervision of a certified operator who has attended Seller's training course for the Instrument.

If the Instrument is installed by an authorized field service engineer of Seller ("Seller Representative"), then the warranty period for the Instrument begins upon acceptance of the Instrument and ends twelve (12) months after the date of installation (as certified by Seller Representative) or thirteen (13) months after the date of shipment, whichever is shorter.

If the Instrument is not installed by a Seller Representative, the warranty period for the Instrument terminates twelve (12) months after date of shipment.

SUMMARY OF MDC's ON-SITE SERVICE POLICY

(Provided by Steve Burke: Director, Customer Service)

(From MDC's Terms & Conditions)

17. Service Contract

Buyer may purchase annual maintenance and support services for any Product in accordance with Exhibit A ("Support Contract") provided that Seller generally offers such services at such time.

3. RESPONSE TIME AND RETURN PROCEDURE. The Services are available during the hours of 9 a.m. and 5 p.m. within the time zone where the instrument resides, Monday through Friday, excluding holidays. A list of standard holidays will be provided to Buyer upon request. Buyer may contact Seller via telephone or email to report any malfunction of the Product. Seller will make every effort to acknowledge receipt of a service request within one (1) hour. All service requests from Buyer will receive preferential consideration over service requests from other customers that are not under existing warranty service contract.

For a field serviced system, if the service request cannot be resolved over the telephone, Seller will dispatch its field engineer. Seller will use commercially reasonable efforts to have its field engineer arrive at Buyer's location within two (2) days after the field engineer is dispatched. Two (2) day response time is not guaranteed.

(From MDC's Field Service Contract Agreement)

3. RESPONSE TIME. THE SERVICES ARE AVAILABLE DURING THE HOURS OF 9 A.M. AND 5 P.M. WITHIN THE TIME ZONE WHERE THE INSTRUMENT RESIDES, MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS. A LIST OF STANDARD HOLIDAYS WILL BE PROVIDED TO CUSTOMER UPON REQUEST. CUSTOMER MAY CONTACT MDC VIA TELEPHONE DURING THE HOURS OF 8 A.M. (PST) AND 5 P.M. (PST) TO REPORT ANY MALFUNCTION OF A PRODUCT. MDC WILL MAKE EVERY EFFORT TO ACKNOWLEDGE RECEIPT OF A SERVICE REQUEST WITHIN ONE (1) HOUR. IF THE SERVICE REQUEST CANNOT BE RESOLVED OVER THE TELEPHONE, MDC WILL DISPATCH ITS FIELD ENGINEER. MDC WILL USE COMMERCIALY REASONABLE EFFORTS TO HAVE ITS FIELD ENGINEER ARRIVE AT THE CUSTOMER LOCATION WITHIN TWO (2) DAYS AFTER THE FIELD ENGINEER IS DISPATCHED (FOR FLIPR, CLIPR, ANALYST, ACQUEST, FLEXSTATION, SCREENSTATION, IONWORKS, PATCHXPRESS, IMAGEXPRESS, OPUSXPRESS, VERITAS, AUTOPIX, PIXCELL AND THRESHOLD)...