#### LUB KIUB CUIVIIVIUNITY CULLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

#### PURCHASE ORDER NO

0001077006

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date	Revision	Page
06/19/2014		1
Payment Terms	Freight Terms	Ship Via
NET 30 Sh	ipping Point	Best Metho
Reference:		Location / Dept
767054 ZWERENZ	K POONV	04EDCA103 INST

Vendor: 0000035355

ALFA WASSERMANN DIAGNOSTIC TECHNOLOGIES

4 HENDERSON DRIVE WEST CALDWELL NJ 07006

Phone: Fax:

(800) 2204488

(973) 2270998

Ship To:

EL DORADO CENTER

RECEIVING

6699 CAMPUS DR PLACERVILLE CA 95667

**United States** 

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

**United States** 

email: CUSTOMERSERVICE@ALFAWASSERMANNUS.COM Has Tay Asullashia, V

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1-, 1	SYSTEM, ALFA WASSERMANN ACE ALERA REFURBISHED CLINICAL CHEMISTRY	1.00 EA	15,050.00	15,050.00	06/25/2014
\$2,000 STA \$500 ADDTI \$4,850 INST ONE YEAR	OWING ITEMS ARE NO-CHARGE: RT-UP REAGENTS L REAGENTS IF SHIPPED BY 6/23/14 FALLATION SUPPLIES (ADDENDUM A OF PROPOSAL) WARRANTY FOR 1 OPERATOR AT AWDT'S NJ FACILITY				
2- 1	SHIPPING	1.00 BA	850.00	850.00	06/25/2014

INSTRUMENTATION PURCHASE AGREEMENT FROM JENNIFER KENNEDY

EMAIL PO TO JKENNEDY@ALFAWASSERMANNUS.COM

INSURANCE DOCUMENT MUST BE ON FILE PRIOR TO INSTALLATION

**Sub Total Amount** Sales Tax Amount Total PO Amount

15,900.00 0.00 15,900.00

**Prog** <u>Su</u>b BU Prol Amount <u>BYear</u> GENFD FL.VI.VTEA 12050 00000 316C 15,900.00 2014

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

http://www.losrios.edu/purchasing/povalidation

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment. **Authorized Signature** 

mualde 6/30/2014

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and fallure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

#### LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

#### **PURCHASE ORDER TERMS AND CONDITIONS**

- 1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California
- 2. COMPLETION OF ORDERS: LRCCD reserves the right to withhold payment until order is completed.
- 3. DISCOUNTS: Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
- 4. INVOICES: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
- 5. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
- 6. BILL OF LADING: If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
- 7. TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
- ROB POINT AND FREIGHT CHARGES: Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
- 9. PATENT INDEMNITY: The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 10. TAXES: Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
- 11. EQUAL OPPORTUNITY EMPLOYER: The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
- 12. GENERAL SAFETY ORDERS: All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
- 13. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
- 14. TERMINATION: LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
- 15. ASSIGNMENT: Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
- 16. PUBLIC WORKS PROJECTS: CONTRACTOR must comply with Public Contract Code.
- 17. CA LABOR CODE: Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
- 18. NOTICE: Your employees <u>may</u> be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees <u>may</u> be exposed to contact the LRCCD General Services Department at (916) 568-3048.
- 19. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
- 20. DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
- 21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

<b>1</b>	Los Rios Co	mmunity	Colle	ege	Dis	trict	
Page of	J	Requisitio	<b>n</b> Servici	15		Reg. No.	767054
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	PHONE 858 254 7531	- FAX	***************************************	Divis	<u>nstru</u> sion	ction	Date Required
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Program Goal/Objective Nur	mber/Explanation					•	\$ 17 028,75
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### LOS RIOS COMMUNITY COLLEGE DISTRICT Sole Source Purchase Justification

Vendor: Al	Vice: ACE ALREA Requisition No: 767054
Commodity/Ser	Vice: ACE ALERA
Estimated annua	al expenditure for the above commodity or service: \$: 17092.50
Pursuant to Pur written documer	chasing Policy, Sole Source purchase requests & approvals must be performed in advance and shall be supported by ntation. This form and appropriate supporting documentation fulfils that requirement.
Initial all entrie (More than one	es below that apply to the proposed purchase. Attach support documentation justification memo as described below entry will apply to most sole source products/services for purchase requested).
	SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed).
2	SOLE SOURCE REQUEST IS FOR ONLY GREATER SACRAMENTO AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturers — <u>not the distributor's</u> — written certification that identifies all regional distributors. Item no. 4 also must be completed).
4,	
	THE PARTS/EQUIPMENT IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum).
4	THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application).
5.	THE PARTS/EQUIPMENT IS REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request).
6.	CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)PURCHASE CONTRACT NO:
7.	"PIGGY-BACK"/UMBRELLA PURCHASE ON ANOTHER GOVERNMENT ENTITY'S CONTRACTS
8	NONE OF THE ABOVE APPLIES. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.
or material des	ed requests commodities and services to be procured from the vendor identified as the sole source supplier of the service scribed in this sole source justification (nd) is authorized as a sole source for the service or material.  MORIZED SIGNATURE  DATE
SOLE SOURC	CE AUTHORIZATION: (PURCHASING USE ONLY)
□ APPROVE	CD 🗆 DISAPPROVED
Ву:	Date: Guidelines Div. #:

To whom it may concern,

We would like to purchase the Ace Alera Chemistry Analyzer from Alfa Wassermann for the following reasons:

- Includes a one year <u>manufacturer</u> warranty.
- Manufacturer is highly specialized in the use of this equipment (Other vendors sell multiple items and do not specialize in this area)
- Includes reagents.
- Includes Installation supplies (not included in other quotes)
- Includes Maintenance parts (not included in other quotes)
- Includes Installation and Training
- Submitted quote includes tax (not included in other quotes)
- Purchasing these required items separately, at the district's expense, will well exceed the quote provided by Alfa Wassermann.

Thank you.

Sincerely,

Jason Pedro

MLT Coordinator

Folsom Lake College

# *ALFA WA*SSER*MA*NN

Diagnostic Technologies, LLC

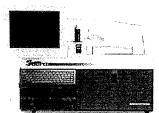
### Folsom Lake College MLT Program 6699 Campus Dr. Placerville, CA 95667

Alfa Wassermann Diagnostic Technologies (AWDT) is pleased to present the following proposal for your review.

AWDT brings more than 35 years of manufacturing and service excellence to build and support market-leading clinical chemistry systems. The ACE Alera is the second generation chemistry analyzer from Alfa Wassermann, the #1 supplier of chemistry systems for the Physician Office Laboratory (POL).

One Alfa Wassermann ACE Alera® Clinical Chemistry System #R402900-1 (refurbished)

\$15,900



#### Includes:

- One year warranty
- Shipping \$850
- \$2,000 free start-up reagents
- \$4,850 free installation supplies (shipped with system).
   See Addendum A for details.
- Training for one operator at AWDT's NJ facility (includes airfare, ground transportation, hotel, meals)
- Installation provided by an AWDT Field Service Engineer immediately following your training

## **ACE Alera System Overview**

- Proven ACE instrument technology
- Liquid, ready-to-use liquid reagents eliminate prep time and improve productivity
- No external water or waste drain required
- Closed tube sampling improves safety and workflow
- Run panels, profiles, or single tests in any combination, at any time
- Customizable panels to meet the needs of your practice
- 8½ x 11" chartable patient report
- Open channel capabilities
- Laser printer

## **Technical Support & Service**

AWDT prides itself on offering the highest levels of service and satisfaction to its customers. For 11 consecutive years, AWDT received the Omega NorthFace ScoreBoard Award for achieving excellence in customer satisfaction.

- A recent independent customer survey shows that the AWDT Customer Solution Center received a 99% satisfaction rating and AWDT Field Service received a 99% satisfaction rating.
- All AWDT Field Service Engineers are factory trained and average over 20 years experience in the clinical chemistry industry.
- The AWDT Customer Solution Center is available for phone support 24 hours per day, 7 days per week.
- A representative from the AWDT Customer Service department will contact you upon completion
  of your warranty regarding service contract options.

#### Reagents & Consumables

Reagents and consumables provided through Henry Schein.

#### **Terms & Conditions**

- Leasing is available.
- A signed Purchase Agreement is required to process your order.
- This quote expires 5/25/14 and all signed documents must be received and accepted prior to this date.

Thank you for the opportunity to provide you with laboratory equipment. We look forward to partnering with your office and to working together in the coming years. Please don't hesitate to contact us with questions at any time.

Sincerely,

Jennifer Kennedy Business Development Manager Alfa Wassermann Diagnostics Technologies, LLC 858-254-7531 Jkennedy@alfawassermannus.com

Customer Signature	Date	APPLICATION OF A MANAGEMENT OF
Printed Name		

Addendum A: Installation Supplies

\*included at no-charge, value approx. \$4,850

402998	ALERA Acc	cessory Kit contains:
	505148	Cuvette Disposal Bin
	701302	•
	701303	
	701306	• •
	701307	Calibration Log
	ACD-2	Cuvettes
	ACD-2 ACD-4	
		5
	ACD-5	1
	ACD-6	Sample Cups
	SA1021	System Diluent
403051	ALERA Ma	intenance Kit contains:
	2711797	Screw/Nut Combo Driver
	402377	
	402770	·
	402771	. <del>-</del>
	4034851	·
	505335	
	903624	•
	903625	, 0
		ū
	903626	Reference Electrode O-Ring
	906182	Pump Tubing
	9064571	Quick Disconnect Coupling
	907120	Allen Wrench
	907121	Wire Cutters
	907122	Phillips Head Screw Driver
	907123	Cleaning Wires (10/pk)
	907124	Plastic Forceps
	9073181	Hose Barb Coupling
	9073301	Coupling Insert
	907353	Coupling Insert
	907380	Monitor Adjustment Wrench
402328	ISE Kit con	taine:
402320	903393	
	903394	
	903396	Reference Electrode Housing
	906178	Chloride Electrode
	906179	Reference Electrode
	903405	Dummy Electrode
	903410	Wire Stylet
	903624	Service Syringe
	903625	Electrode O-Ring
	903626	Reference Electrode O-Ring
	E1-2	Standard B
	E1-3	Reference Electrode Solution
	SA1027	ISE Wash
	SA1028	ISE Cleaning/Conditioning Solution
	SA1029	Cal A

#### ALERA Installation Kit contains:

907125 Reagent Grade Water907126 3 ml Volumetric Pipette

907127 5 ml Volumetric Pipette

907387 Pipette Pump

C1-1 Level 1 Control

C1-2 Level 2 Control

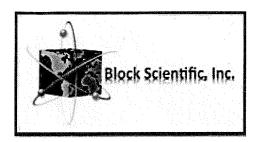
S1-32 GemCal

SA1014 Glucose

SA1022 Total Protein

SA1047 AST

SA2024 BUN



# Quote

Quotes Valid for 30 Days

Quote Number	Quote Date
5434	5/6/2014

Terms	Sales Rep
Prepayment	LH

Ship Method	1	:	-	à	7.	Z
UPS Ground						

Block Scientific, Inc. 1620 Ocean Avenue Unit 3 Bohemia, NY 11716 631-589-1118

			Bill To:	Markey.	
Att	n:				
		<b></b>	 	 	

Ship To: Falsom Lake College 6699 Campus Drive 95667 Placerville CA Attn: Jason Tel:

pedroj@flc.losrios@edu. Qty Cost Total Price

Item Description 14,500.00 14,500.00 ALFA-WASSERMANN-ACE-ALERA Alfa Wassermann ACE Alera Chemistry Analyzer, Refurbished 1 489.19 489.19 Ship Shipping

Quote by:
Lisa Hoey - Sales Account Executive
Phone: (631) 589-1118 x 209 Fax: (631) 589-4088

-Product return must be made within 30 days from the date of receipt of the item.

-Returns are subject to 20%

Sub-Total: 14,989.19 0.00 Taxes Total 14,989.19

E-Mail: Ihoey@blockscientific.c	com	restockina fee.		
Customer Signature:				Date:
	Signature R	equired for All Payment T	ypes:	
Credit Card Type: Ame	erican Express V	isa Discover	Mastercard	
Card Number:		4.4 - 2.4444.0.240.0.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1		Exp. Date:
Name on Card (Print):				Security Code:
I AUTHORIZE	BSI CORP. TO CHARGE M	Y CREDIT CARD FOR ALL	AMOUNTS RELATED	TO THIS SALE.
Cardholder Signature:				Date:

#### QUOTE

Authorized Signature

# DIAMOND DIAGNOSTICS INC.

Ship To ...

333 Fiske Street, Holliston, MA 01746 USA Tel: 508.429.0450 Fax: 508.429.0452

DATE:
Quote NO.:

Ship To

Los Rios Community College District  1919 Spanos Court  Sacramento, CA 95825			Folsom Lake Colleg	Folsom Lake College / El Dorado Center  6699 Campus Drive  Placerville, CA 95667		
			6699 Campus Drive			
			Placerville, CA 9566			
Ship Via  CRANE  Payment Terms:		Ship Via	Incoterms	Incoterms Contact VONNIE SHANE		
		Payment Terms:	Phone:		Fax:	
		50% ADVANCE / 50% B4 SHIP	530-642-5682	The second secon		
Qty Ordered	Item Number	De	scription	Unit Price	TOTAL	
1	0-AW-ACE	ALFA WASSERMAN ACE - CHEMISTRY ANALYZER Price Includes:		\$9,000.00	\$9,000.00	
		Down to Frame Refurbished Analyzer				
		Standard Peripherals		yi <u>circito</u>		
		Operators Manual		<del> </del>		
		6 Months Defective Parts Warranty				
		Professional Custom Crating				
1	DD-9001	Installation by Factory Trained Engineer		\$1,950.00	\$1,950,00	
1	DD-9002	Training by Factory Trained Engineer	\$1,000.00	\$1,000.00		
					3-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
					23/10/10/2009 - 1 - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2	
				Subtotal	\$11,950.00	
				Shipping & Handling \$431.80		
	Shipping instruction	ne '		Total \$12,381.80		

Thank you. Vonnie From: Brunno Goncalves [mailto:bgoncalves@diamonddiagnostics.com]

Sent: Tuesday, May 06, 2014 2:05 PM

To: Shane, Vonnie

Subject: Quote; Alfa Wassermann ACE - \$9,000

Dear Vonnie,

Thanks for sending the email today looking for a quote on the Alfa Wassermann ACE.

You can see attached our quote, and I have included the price for install, training, and sipping cost as well.

Let me know if you have any questions, and I will follow up with you soon. Please click on the links below to see our refurbishing process, FDA and ISO certificates.

Best regards,

Brunno Goncalves Regional Manager - North America Diamond Diagnostics Inc (USA) Tel: +1 508.429.0450 ext 340 Fax: +1 508.429.0452

Web: www.DiamondDiagnostics.com

YES! Diamond Diagnostics is FDA registered, ISO certified, a low cost producer of High Quality, Down-To-Frame refurbished instrumentation for the clinical laboratory.