



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
DPS0902

PAGE
1

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

PURCHASER

*709025751 01 608-276-6100
 THERMO ELECTRON SCIENT INST
 5225 VERONA ROAD
 MADISON WI 53711

SHIP TO

WEST VIRGINIA STATE POLICE
 725 JEFFERSON ROAD
 SOUTH CHARLESTON, WV
 25309-1698

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/15/2008				

BID OPENING DATE: **10/02/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		493-11	\$37,663.34	\$37,663.34
<p>CHROMATOGRAPHS, GAS</p> <p>PROVIDE A GAS CHROMATOGRAPHY SYSTEM FOR THE WEST VIRGINIA STATE POLICE TOXICOLOGY SECTION, SOUTH CHARLESTON, WV, PER THE SPECIFICATIONS.</p> <p>QUOTATION SHALL INCLUDE THE GAS CHROMATOGRAPHY SYSTEM, DELIVERY, AND INSTALLATION; AND ANY/ALL INCIDENTAL PARTS AND SUPPLIES FOR A FULLY FUNCTIONAL SYSTEM.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p style="text-align: right;">RECEIVED LC 2008 SEP 26 A 10:02 PURCHASING DIVISION</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Valma Delgado</i>	TELEPHONE 800-532-4752	DATE 9/25/08
TITLE Order Entry Admin	FEIN 43-1992201	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
DPS0902

PAGE
2

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

VENDOR

*709025751 01 608-276-6100
 THERMO ELECTRON SCIENT INST
 5225 VERONA ROAD
 MADISON WI 53711

SHIP TO

WEST VIRGINIA STATE POLICE
 725 JEFFERSON ROAD
 SOUTH CHARLESTON, WV
 25309-1698

DATE PRINTED 09/15/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/02/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				RFQ. NO. : DPS0902		
				BID OPENING DATE: 10/02/2008		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				561-688-8731		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				VILMA DELGADO		
				***** THIS IS THE END OF RFQ	DPS0902 *****	TOTAL: <u>\$37,663.34</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vilma Delgado</i>	TELEPHONE 800-532-4752	DATE 9/25/08
TITLE Order Entry Admin	PERM 43-1992201	ADDRESS CHANGES TO BE NOTED ABOVE

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)**

1. 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
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**.
9. 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 may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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.
4. Unit prices shall prevail in case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

The West Virginia State Police are soliciting bids for a Gas Chromatography system for the Toxicology Section of the Forensic Laboratory.

All bids must include the following specifications.

- **Furnish and install all components of gas chromatograph**
- **Furnish and install all components of the headspace auto sampler**
- **Furnish and install corresponding data handling system including computer, cables, connections, software, operating software, hardware, and all components to make it fully operational**
- **All Freight costs**

GAS CHROMATOGRAPH SYSTEM SHALL CONSIST OF THE FOLLOWING:

Gas Chromatograph with capillary S/SI electronic pressure controlled injector with automatic shutdown capabilities in case of a leak, one Flame Ionization Detector, one column (blood alcohol column), one headspace autosampler system, all controls and accessories with autosampler system including, bottles, connections, cables, labels, transfer lines, interfaces, software, hardware, etc.

Headspace auto sampler:

Sample capacity: Sample tray holds 70 vials in tray. Twelve position oven for optimized sample overlapping constant time heating.

Sample vials: Standard crimp top or screw cap vial, 10ml or 20ml. No adaptor required for 10ml sample vials.

Mode of operation:

Shaking with choice of off, low, or high

Constant heating time mode for each sample. Overlapping up to 12 vials for maximized sample throughput.

Multiple headspace extraction mode, with up to 100 extractions per vial for method development and validation or for analysis of sample in unusual matrices.

Multiple headspace extraction concentration mode, with up to 10 extractions per vial made followed by on GC start after the last extraction to increase sensitivity.

Zone Temperatures

Oven heating from 40 degrees C to 230 degrees C in 1 degree increments

0.5 to 999 minutes in 0.1 minute increments

Loop/valve heating from 45 degrees C to 250 degrees C

Transfer line heating from 50 degrees C to 250 degrees C

Sample Pathway: Inert deactivated path from sample needle to transfer line. Transfer line length of 85 cm. Sample loop of 1ml standard with 3ml option.

Pneumatic Control:

In unit switch connection between : Built in manual pneumatics (pressure regulator and flow controller) and GC built in electronic pneumatic control.

Communications: LAN; RS-232; Remote start/stop

Interfacing with GC: Volatile inlet or other standard GC inlet

System Control:

Control and monitoring by full function control keypad and built in multiline display. Features:

- Parameter set up
- Store up to four user defined headspace methods
- Detailed power on self test
- Built in leak test routine
- Update firmware via LAN or RS-232
- Monitor set and actual values, as well as operator status

GC Chemstation:

Integrated control/Data system. Headspace parameters are part of a GC method. Using a GC Chemstation sequence table to track sample from sampling to analysis. Event log function records every step of headspace events. FDA 21 CFR part 11 compliant.

Dimensions:

- Height 55.5 cm
- Width 46.0 cm
- Depth 63.5 cm

Environmental Conditions:

- Operation: 10 to 35 degrees C
- Storage: -40 to 65 degree C
- Humidity: 5% to 95%
- Line voltage: 100-340 V \pm 10%
- Power requirement: 750 VA maximum

Gas Chromatograph:

Column Oven: Oven power must turn-off automatically when the lid/door is open. An automatic carrier shutoff in the inlet pressure drops significantly must be built-in.

- Temperature programming rates must exceed 100 degrees C per minute at starting oven temperatures up to 100 degree C
- Operating range must be from 10 degrees C above ambient and from -20 degrees C up with cryogenic cooling
- Six temperature programming ramps must be available
- Column bleed compensation must be built into the electronics

Ambient rejection must be <0.01 degree C per 1 degree C ambient change to ensure accurate and reproducible retention times

Split/Splitless inlet:

Electronic pneumatic control of carrier, split and septum purge gases, including electronic ON/OFF
Digital flow and pressure set point entry
Split and septum purge flow can be changed without changing the column flow
Total flow of up to 1000ml/min through the inlet
Gas saver mode must be built in
Constant flow or constant pressure can be selected for the carrier
Three column flow or pressure programming ramps can be set

Programmable cool on-column inlet:

Electronic pressure/flow control
375 degree C maximum operating temperature
Three temperature program rates or oven track mode
Pressure setting range: 0-100 psi
Total flow setting range: 0-100 ml/min

Programmable temperature vaporizer:

Electronic pressure/flow control
375 degree C maximum operating temperature
Three temperature program rates
Temperature ramp rates: 0.1-720 degree C/min
Pressure setting range: 0-100 psi
Total flow setting range:
 0-200 ml/min N2
 0-1000 ml/min H2 or He
Cryogenic cooling fluid: LCO2
Available with Gerstel septumless head or septum head

Flame Ionization Detector:

Minimum detectable limit for propane: <5 pg C/sec using N2 carrier
Linear dynamic range 10^7 using N2 carrier
Electronic auto-ranging
Automatic flame ignition, and reignition if there is a flame-out
Electronic pneumatic control of make-up, H2, and air flows (with electronic ON/OFF)
Data acquisition rate up to 200MHz

Auxiliary Pneumatic Control:

Three independent pressure-controlled channels
Settable pressure increments: 0.01 psi
Maximum pressure: 100 psi
Maximum pressure ramp rate when configured as an inlet: 150 psi/min

Operation

Must provide instrument run control using up to 5 pre-stored methods
Can be lock so that only START and STOP keys are active
Must be a graphical interface, removable, permitting methods to be transported between instruments
Must provide complete GC and AutoInjector control
Must provide real time signal plot capability for a detector signal
PC card may be installed to provide additional method storage

Communications

LAN communication built in
RS-232-C communication built in

Features

Must not exceed 283 mm in width
Must have has sampling, liquid sampling, and multistream valving capability
Log book to provide a graphical listing of the last 50 significant events
Internal diagnostics must permit the user to determine if specific areas of the instrument are operating normally
Run Log to record up to 50 potential errors that occurred during the last analytical run
Run time and Clock time programming must be built in;
Plugs in standard 15 amp service outlet (120V version)

Laser printer – Laserjet P3005D or equivalent

17 inch flat panel monitor – HP L1710 or equivalent

All accessories, hardware, software, software packages, cables, etc. for the entire system to be fully operational in every aspect

Sixty days allowed for delivery and installation. Installation must be performed by factory trained service personnel.

Standard manufacturer's warranty will be provided to include parts, parts exchange, freight costs for parts, labor, transportation, and all expenses involved for all components

being bid on for a total of twelve months. All services will be performed by the successful vendor. Local on-site service must be available. Remedial service shall be provided within three working days from the time of request. There shall be access to a toll free "800" number for immediate service support.

A tuition-free course for one person concerning the operation and maintenance of the system will be provided by the successful vendor at their location

After system installation, the successful vendor will provide on-site training covering the operation of the system to all chemists involved at our location in South Charleston, WV

All items shipped to the West Virginia State Police must come from one vendor including all OEM components

Service must include total coverage for all equipment delivered to the West Virginia State Police

Any deviation from these specifications will result in the bid being non-responsive.

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts) *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

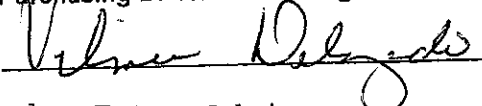
- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and 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 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,
 Bidder is a 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; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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 Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: Thermo Electron North America LLC

Signed: 

Date: 9/25/08

Title: Order Entry Admin

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

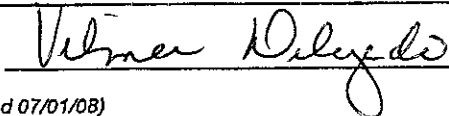
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, 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 is in compliance with the requirements as stated.

Vendor's Name: Thermo Electron North America LLC

Authorized Signature:  Date: 9/25/08

Thank you for your interest in Thermo Scientific instrumentation.

Attached is a quotation from your local sales representative. Please do not hesitate to contact us if you have any questions regarding this quotation.

Please note the following information to facilitate placing an order:

Vendor Name: Thermo Electron North America LLC
Phone: 800-532-4752

FEIN: 43-1992201
D&B: 13-838-8090
Cage Code: 3WXJ7

PO Address: 1400 Northpoint Parkway, Suite 50
West Palm Beach, FL 33407
Fax #561-688-8731

OR

5225 Verona Road
Madison, WI 53711
Fax #608-273-6882

Remittance Information:

Accounts Receivable phone: 561-688-8755

Lockbox/Check Payments

Electronic Payments

Thermo Electron North America LLC PO Box 712102 Cincinnati, OH 45271-2102	Thermo Electron North America LLC Bank of America New York, NY Account #4426395065 ABA Routing ACH #111000025 ABA Routing WIRE #026009593
	SWIFT BOFAUS3N

Please include the following with your PO:

Payment terms: Net 30 days

Freight terms: FOB Origin, charges ppd & added to invoice

Tax Status: Taxable or Tax Exempt

Your standard PO terms & conditions if applicable

Submitted to :
STATE OF WEST VIRGINIA
DEPT OF ADMINISTRATION
PURCHASING DIV, BLDG 15
RFQ DPS0902 DUE: 10/02/08 @ 1:30PM
2019 WASHINGTON STREET, EAST
CHARLESTON WV 25305-0130

Quote Number: 20095611
Quote Date: 09/25/2008
Contact Name: JOHN ABBOTT
Telephone No: 304-558-2544
Fax No:
Validity From: 09/25/2008 To: 12/01/2008

Page	Shipment	F.O.B	Terms
1 / 9	30-45 Days ARO	DEST PREPAID	NET 30 DAYS UPON INVOICE DATE (Payment Terms Subject to Credit Approval)

SALES REP: BRUCE THOMPSON/vd

EMAIL: bruce.thompson@thermofisher.com

#GSA Contract Number GS-24F-0026L and all applicable pricing & terms have been applied to this quotation#

FEIN: 43-1992201
D&B: 13-838-8090
Cage Code: 3WXJ7

Item	Quantity	Catalog Number/Description	Unit Price	Total Price
10	1EA	K5733B000000000 TRACE GC-	15,855.00	15,855.00
		Customer Discount		1,625.14-
		Net Value For Item		14,229.86
		Sub-items 000040 to 000069 belong to item 0010		
40	1EA	T105 Mainframe LAN version with Keyboard GSA		
		T105 TRACE ULTRA MAIN FRAME 115V with LAN Board		
		Incorporating a wide range of high quality solutions in the field of injector and detector technology as well as an ultra-stable, fast column oven packed in an efficient ergonomic design, TRACE GC Ultra makes excellence, innovation and ease of use available, at a very competitive price, for QC/QA laboratories besides the traditional R&D centers.		
		TRACE GC Ultra is designed to be easily configured with up to two injectors and three detectors at any time A specially designed top cover		

No. 20095611
Page 2 / 9

Continuation of Quotation

Item	Quantity	Catalog Number/Description	Unit Price	Total Price
------	----------	----------------------------	------------	-------------

cassette housing pre-plumbed and equipped with thoroughly insulated injectors and detector base bodies permits upgrading from a simple single column, single injector configuration into a more complete analytical layout. An ultra-stable, ultra-fast heating and cooling column oven is capable of utmost precision and reproducibility from near ambient up to 450°C provides fast analysis time.

Column Oven

- * Temperature range: from few degrees above ambient to 450°C
- * Sub ambient operations down to -99°C with liquid N2 cryogenic option and to .55°C with CO2 cryogenic option
- * Program rates: 0.1 to 120°C/min through seven ramps
- * Typical cool-down time: 450°C to 50°C in 250s
- * Typical heat-up time: 50°C to 450°C in 420s
- * Usable space: 270x270x170mm (HxWxD)

Keyboard/User interface

* Four line display and 54 keys. It controls all instrument functions including injector/detector temperatures, carrier and detectors gases pressures/flows, and oven temperatures and detectors signals. It is capable to store up to ten complete methods and sequences with battery back up retaining operating parameters for an unlimited period. Additional features available include: real time clock programming (with auto-start), instrument start-up diagnosis, real time system diagnosis, on-line help on each parameter, logbook with deviation records for temperature, pressure and flows, and local keyboard lock.

Same as option 102 with a built-in Ethernet 10/100LAN adapter for remote instrument control and acquisition. The Ethernet option replaces the COM port and allows the computer data system controlling the instrument to be anywhere in Local Area Network.

Requires selection of set up, inlet and detector options and operation in 230v, 50/60 Hz.

55	1EA	T207 SPLIT/SPLITLESS INJECTOR-GSA		
----	-----	--------------------------------------	--	--

T207 Optimized Split/Splitless Injector

The vaporizing split/splitless injector features an optimized thermal profile

No. 20095611
Page 3 / 9

Continuation of Quotation

Item	Quantity	Catalog Number/Description	Unit Price	Total Price
------	----------	----------------------------	------------	-------------

for either split or splitless injection. This new geometry virtually eliminates discrimination for heavy compounds and ensures wide linearity with relatively large injection volumes. Temperature setting is via the keyboard in the range 50°C to 400°C in 1°C increments. Packed columns may also be installed by using an optional kit.

63	1EA	T303 Digital Pressure/Flow ctrl-GSA		
----	-----	--	--	--

T303 Digital Pressure/Flow control (1000 kPa)

Electronic carrier gas control is performed through an integrated pressure and mass flow controller which allows direct setting of the most appropriate column pressure or mass flow rate required for any application. Featuring a built-in capability to measure true column resistance, the system regulates carrier gas column flow rate through pressure programming with Split/splitless, On-column and PTV injectors. Packed column injector operates according to direct flow control mode. Purge packed injector may be programmed to operate in both modes. Pressure regulation is available in the range from 10 to 1000 kPa (145 psi) in steps of 1Kpa, 0,1 psi, or 0,01 bar. Up to three pressure/flow programming ramps are available. The system also features: An automatic calibration test which accurately measures and stores column parameters therefore avoiding the need of entering unknown or unsure column parameters Compensation for ambient variation of pressure and temperature The column flow regulation is available in different scales: with Split/splitless, On-column and PTV injectors, from 0.1 to 100 ml/min in 0.1ml/min increments with He, N2 or H2 as carrier, with Packed and Purge packed injectors, from 5 to 500 ml/min in 0.1ml/min increments with He and H2 as carrier, with Packed and Purge packed injectors, from 7 to 70 ml/min in 0.1ml/min increments with N2 as carrier, Additionally the split/splitless and PTV injectors also include: a high precision mass flow controller in the split line allowing split flow to be controlled in the range of 10 and 20 to 500 ml/min when He or H2 are used respectively as carrier gas, and 10 to 450 ml/min with N2, a fixed calibrated flow regulator in the purge line supplying 5 ml/min of He, or 4.5 ml/min of N2, or 10 ml/min of H2, according to the carrier gas used, the carrier gas saver feature programmable in time.

No. 20095611
Page 4 / 9

Continuation of Quotation

Item	Quantity	Catalog Number/Description	Unit Price	Total Price
67	1EA	T403 Base Body with DGFC control-GSA T403 Base body with DGFC for FID (with make-up) ECD, PID, and FPD This option includes a complete base body with all relevant pneumatic controls. The design of the system permits interchanging ionization detectors in minutes without any modification (except jet replacement). The base body allows the column to enter directly into the detector therefore eliminating any dead volume responsible for extra column band broadening effects. The temperature of the base body is finely controlled in the range 50°C to 450°C in 1°C increments The electronic control of detector gas includes three dedicated mass flow controllers for operation with up to three different gases (first gas 0-600 ml/min air; second gas: 0-200 ml/min H ₂ , 0-90 ml/min N ₂ , 0-75 ml/min Ar/CH ₄ or 0-100 ml/min He; third gas: 0-200 ml/min H ₂ , 0-90 ml/min N ₂ , 0-75 ml/min Ar/CH ₄ or 0-100 ml/min He). Detector configuration is selectable by software. This configuration with makeup gas enables highly extended sensitivity range for the FID detector.		
69	1EA	T511 FID WITH HIGH SPEED ELECTROMETER-GSA T511 Fast Flame Ionization Detector Specially designed detector for high performance in terms of sensitivity and dynamic range. The system also includes flameout detection and timed programming capability. The electronics is compatible with the Ultra Fast GC options for base body (options 603 and 605), featuring acquisition frequencies as high as 300 Hz. The control board allows digital as well as analogue acquisition. Linear range: better than 10 ⁷ (with micro-packed and packed columns) Minimum detectable amount (with makeup gas): 2x10 ⁻¹² gC/sec Operating temperature limits: 450°C with standard ceramic flame jet		

No. 20095611
Page 5 / 10

Continuation of Quotation

Item	Quantity	Catalog Number/Description	Unit Price	Total Price
70	1EA	TP101 TRIPLUS BASE UNIT 120/230V-GSA	7,500.00 EA	7,500.00
		Customer Discount		768.75-
		Net Value For Item		6,731.25
80	1EA	TP113 TRIPLUS DUO-GSA	7,385.00 EA	7,385.00
		Customer Discount		756.96-
		Net Value For Item		6,628.04
90	1EA	TP202 PRIMARY TRAY 1-54 SAMPLE POSTNS 1905360	785.00 EA	785.00
		Customer Discount		80.46-
		Net Value For Item		704.54
100	1EA	TP302 SECONDARY TRAY 55-108 SAMPLE -19050380	785.00 EA	785.00
		Customer Discount		80.46-
		Net Value For Item		704.54
110	1EA	TP601 Mounting bracket for Trace GC -19050440	370.00 EA	370.00
		Customer Discount		37.93-
		Net Value For Item		332.07
115	1EA	TP801 MHE OPTION - 19050500-GSA	1,385.00 EA	1,385.00
		Customer Discount		141.96-
		Net Value For Item		1,243.04

No 20095611
Page 6 / 10

Continuation of Quotation

Item	Quantity	Catalog Number/Description	Unit Price	Total Price
120	1EA	119266-0001 ASSY DATA SYSTEM STANDARD Workstation Computer is a high end PC with Minimum Configuration of: Optiplex 745 Mini-Tower, Dell Computer Pentium 4 Processor 915 2.8GHz, 2X2M, 800MHz FSB) 1.0GB DDR2 2X512 Non-ECC SDRAM, 667MHz, (1DIMM) 17" Flat Panel Monitor Video Card-128 MB X 1300 graphics, DVI w/VGA Adapter, TV out 80 GB Hard Drive-3.0 GB/s, 8MB Databurts Cache Single NTFS Partition 3.5" 1.44MB Diskette Drive WindowsXP Professional w/Media-Service Pack 2 CD-ROM R/W, DVD R only Drive 48X/32X CRRW/DVD SATA combo 2 Independent 10Base-T Ethernet Ports Data System compatible for use with Chromquest	1,670.00 EA	1,670.00
130	1EA	869-999900 76314-0502 COLUMN, 30M x 53mm ID, Blood alcohol-1	920.00 EA	920.00
140	1EA	A0012-51080 HP LASERJET P4014n PRINTER PRTR HP LASERJET 6MP 600DPI MODEL 4250	975.00 EA	975.00
150	1EA	43233150 ChromQuest 5.0 for TRACE Ultra	4,000.00 EA	4,000.00
160	1EA	QUOTATION DISCOUNT 43233150PROMO1 CHROMQUEST PROMO	4,000.00- EA	4,000.00-

No. 20095611
Page 7 / 10

Continuation of Quotation

Item	Quantity	Catalog Number/Description	Unit Price	Total Price
170	1EA	701-524800 EXTENDED ORIENTATION TRAINING TWO DAY EXTENDED ORIENTATION TRAINING	2,500.00 EA	2,500.00
180	1EA	702-005600 BASIC GAS CHROMATOGRAPHY (GC)-2 DAYS *L Basic Gas Chromatography (GC) - 2 Days ~ Basic GC Course at the Thermo Training Institute (2 days)	1,025.00 EA	1,025.00

Final amount

USD 37,663.34

No. 20095611
Page 8 / 10

Continuation of Quotation

To place your order and expedite shipment, please fax your Purchase Order with all associated terms and conditions (and tax exemption certificate, if applicable) to FAX #561-688-8731, Attn: Sales Order Entry.

All purchase orders must show following Vendor information

Thermo Electron North America LLC,
1400 North Pointe Parkway, Suite 50,
West Palm Beach FL 33407

Please reference our quotation number on your purchase order and on any correspondence regarding the quotation.

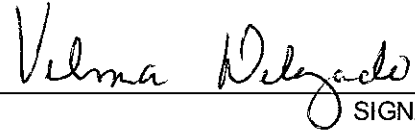
Non-Thermo Electron North America LLC manufacturers may provide their own warranties to you.

SEE THE WARRANTY STATEMENT IN THE PRODUCT DOCUMENTATION FOR THE COMPLETE WARRANTY, AND THE WARRANTY AND EXCLUSIONS ON THE BACK OF THIS FORM.

Prices, warranty, installation and service on the items quoted herein are available only in the United States, and may not be otherwise assigned.

Buyer shall pay federal, state and local taxes in addition to the price stated on this order unless buyer gives Thermo Electron North America LLC a signed exemption certificate or direct pay permit. You may fax these documents to us. Your purchase order should also indicate the sales tax status of your order.

Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulations. Buyer who exports from the U.S. products purchased hereunder assumes all responsibility for obtaining any required export authorization and payment of applicable fees.



SIGNATURE

No. 20095611
Page 9 / 10

Continuation of Quotation

TERMS AND CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL** Thermo Electron North America LLC ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications quantities raw materials cost of production shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption Buyer must provide a valid signed certificate or letter of exemption for each respective jurisdiction.

4. **TERMS OF PAYMENT** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY; CANCELLATION OR CHANGES BY BUYER** The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **TITLE AND RISK OF LOSS** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided however that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof as the case may be.

7. **WARRANTY** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization (#RMA#), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8 INDEMNIFICATION

8.1 By Seller, Seller agrees to indemnify defend and save Buyer its officer, directors, and employees from and against any and all damages, liabilities, actions causes of action, suits, claims demands, losses, costs and expenses (including without limitation reasonable attorney's fees) (#Indemnified Items) for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) by any use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or at the option of the Seller to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

No 20095611
Page 10 / 10

Continuation of Quotation

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN

8.2. By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller its parent, subsidiaries, affiliates and divisions and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval

9. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein Seller or its licensor as the case may be, retains all rights and interest in software products provided hereunder

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL). REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively #Items#) is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the #EAR#), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any item, or (ii) export, re-export, distribute or supply any item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations and shall indemnify and hold Seller harmless from, or in connection with any violation of this Section by Buyer or its employees, consultants, agents or customers

12. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall remain in full force and effect, unless the revision or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial use in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such disclosure such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail postage prepaid to a party at the address specified herein or at such other address as either party may from time to time designate to the other

April 22, 2005

Dear Colleague;

Thermo continues to reorganize around the way you, our customer, does business. Many customers buy combinations of our leading Thermo brand mass spectrometry, elemental analysis, molecular spectroscopy and chromatography offerings, and have asked for the ability to buy those products from a single entity.

We're working hard to deliver by combining two of our largest legal entities – this means that the many customers who interact with both entities today will more conveniently be able to deal with us as a single supplier.

On May 2, 2005, our spectroscopy, chromatography, mass spectrometry instrumentation and service businesses will effectively interact with you through one, new legal name: **Thermo Electron North America LLC**.

You can still find us as at the same email address and telephone number as before – but the supplier entities, remittance address, and Federal Tax ID you've used for purchasing will become one. Instead of:

- Thermo Finnigan LLC with Federal Tax ID 04-3535157, and
- Thermo Electron Scientific Instruments Corporation with Federal Tax ID 39-1085016

You'll use Thermo Electron North America LLC with Federal Tax ID 43-1992201 and send invoices to the address indicated in the gray box above.

Please take the time to update this key information about us in your supplier database, and ensure that your Finance department updates your purchasing and accounts payable systems.

We'll continue working on changes like this one to make it easier for you to do business with us, and apologize for any inconvenience. We remain dedicated to providing you with state-of-the-art scientific solutions and technological expertise. If you have any questions, please contact us at 1-800-532-4752. We'll be happy to work with you and your organization as need be to facilitate this change.

Sincerely,

Greg Herrema
President, Scientific Instruments

Thermo Finnigan LLC
and
Thermo Electron Scientific Instruments Corp.
will sell under a new, single legal entity of
Thermo Electron North America LLC
Effective May 2, 2005

- Direct contact information (person, email, phone, FAX) remain the same.
- Remittance address for invoices dated May 2 or later changes to:
Thermo Electron North America LLC
PO Box 712102
Cincinnati, OH 45271-2102
- Federal Tax ID # (FEIN) changes to: 43-1992201

We'll continue to market products from these legal entities under our Thermo brand name.



Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Thermo Electron North America, LLC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ D <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number street and apt or suite no.) 770 Northpointe Parkway, Suite 100	Requester's name and address (optional)
City, state and ZIP code West Palm Beach, FL 33407	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number 43-1992201

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below)

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Susan Knapp</i>	Date ▶ 8/6/2008
------------------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,