

May 12, 2010

State of West Virginia
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

RE: Proposal for **RFQ: AGR1022**

Thermo Fisher Scientific (**Thermo**) is pleased to respond to RFQ number AGR1022 with the enclosed proposal for the High Pressure Liquid Chromatography System with Triple Quadrupole Mass Spectrometer. Thermo is bidding in accordance with Quote #**20148334 and versions R1, R2, and R3**, which are enclosed and hereby incorporated by reference. Please refer to our quotation for complete product listings, descriptions, and individual prices. If Thermo should be the successful bidder, please reference our quote number on your purchase order. The Thermo model offered has equal or greater performance than the specifications set forth in the solicitation.

The Thermo proposal includes the TSQ Quantum Access MAX Triple Quadrupole Mass Spectrometer (**TSQ**) system. This system meets or exceeds the specifications set forth in the solicitation. We will also supply all of the training, method development support, lifetime Technical Support number, etc...as listed in the RFQ.

The TSQ incorporates the industry-leading square quadrupole collision cell

The TSQ is equipped with an electrospray ionization source that is at the optimal angle of 60°

The Thermo proposal includes the Thermo Accela UHPLC system (**Accela**). The Accela can replicate any separation required for the intended applications. The Accela has equivalent or superior performance to the specified system.

RECEIVED

000 MAY 13 A 10:11

PURCHASING DIVISION
STATE OF WV

TSQ Quantum Access MAX Triple Quadrupole LC/MS/MS:

The Thermo TSQ Quantum Access MAX Triple Quadrupole LC/MS/MS system offers several significant analytical advantages over the competitive Agilent equivalent system which include:

Sensitivity: the installation specification for the TSQ specifies that a 10 μ l injection of a 100 fg/ μ l reserpine solution (**1pg total amount injected**) on a Thermo Hypersil GOLD aQ 20 \times 2.1 mm, 1.9 μ m particle packed column at a flow rate of 0.50 ml/min 30/70/0.1 (Water/Acetonitrile/Formic Acid) will produce a **minimum S/N of 200:1** for the transition of the protonated molecule at m/z 609.3 to the fragment ion at m/z 195.1 when operated in SRM mode with Q1 and Q3 resolution set to 0.7 Da FWHM. This specification can also be performed in H-SRM mode with Q1 resolution set to 0.4 Da FWHM. The Agilent system has an installation specification of **1pg reserpine** with a **S/N of 150:1** at unit resolution (0.7 Da FWHM).

Fast Polarity Switching: The ability to carry out multi-residue screening and quantitation simultaneously in both positive and negative ionization modes can reduce LC/MS analysis time by half. The fast switching power supply of the TSQ allows positive/negative switching at ≤ 25 ms, allowing the instrument to capture high quality data in positive and negative ionization modes simultaneously. This is of significant value when analyzing multiple classes of compounds in one sample that require ionization in both polarities. The Agilent specification for polarity switching is 250 msec.

Mass Range: the mass range of the TSQ is 10-3,000 m/z . A wider mass range allows for more flexibility in application and experimental design. The Agilent specification for mass range is 15-2,000 m/z .

H-SRM: Highly Selective Reaction Monitoring (H-SRM), is a more advanced form of Selective Reaction Monitoring (SRM, or MRM as referred to by other vendors). SRM is a long-standing

quantitative technique employed primarily by triple quadrupole mass spectrometers. During the SRM experiment there are three distinct events which occur within the triple quadrupole mass spectrometer. First, ions of a specific mass (precursor mass) are transmitted through the first quadrupole, while ions of different masses are filtered out. Second, the selected ions collide with a neutral gas present in the second quadrupole (collision cell) where they undergo collisional induced decomposition ("CID reaction"). Third, product ions of specific mass are then transmitted through the third quadrupole, after which they are detected. In this way a specific signature can be set up for target analytes in a complex sample.

The SRM experiment, using a triple quadrupole instrument, is usually conducted with unit resolution for the precursor ion mass (defined as 0.7 Da FWHM). With H-SRM, the precursor ion is selected with a peak width of 0.4 Da FWHM. The more stringent tolerance accounts for the "higher" selectivity, which can **lower LOQs and increase precision and accuracy** at the limits of detection. Thermo hyperbolic HyperQuad™ triple quadrupoles are the only quadrupoles currently on the market capable of increased resolution without a significant loss of ion transmission. H-SRM can help eliminate chemical noise, lower detection limits, and reduce the likelihood of generating false positives, giving users more confidence in their results.

Smallest Footprint in its Class: the footprint of the TSQ is 24" × 22" × 31" ((h × w × d). The TSQ was designed as a bench-top triple quadrupole. The system can reside on any standard bench in the laboratory. With laboratory space at a premium, having a small footprint is important. The Agilent footprint is 19" × 44" × 26" ((h × w × d). The Agilent system uses 44" of linear bench space (HPLC + data station will add more) while the Thermo system only uses 22" of linear bench space (with the same amount for the UHPLC + data station).

Quantitation Enhanced by Data-Dependent MS/MS (QED MS/MS): a unique feature for sequential quantitation and structure ID confirmation. QED is a Data Dependent scan triggered by an SRM transition. This tool provides Full Scan product ion spectra and allows for the simultaneous collection of quantitative and qualitative data from the same analytical run. QED

generates additional data for confirmation of a compound and eliminates "false positives". QED is a very valuable tool for metabolite identification, food safety, pesticide residue analysis, peptide identification, as well as drugs of abuse.

Reverse Energy Ramp (RER): is a unique feature that provides the proper collision energy to fragment ions of varying mass-to-charge ratios. In most cases the smaller mass fragments require more energy to be generated than the larger fragment ions. With this in mind the RER scan function was created to linearly reduce the amount of collision energy while the product ions are scanned from low to high mass. When scanning in this manner the fragments are created with normalized collision energy. This results in more sensitive and increased fragmentation for better structural elucidation and library creation/searching.

90° High-Efficiency Square Quadrupole Collision Cell: a technology unique to Thermo. The second multipole in the mass analyzer section of the TSQ is a 90° square quadrupole collision cell. In addition to reducing the footprint of the instrument, the collision cell prevents the transmission of unwanted neutral species to the detector which dramatically lowers the noise level in the data. Thermo uses square quadrupoles for the collision cell in all of our TSQ products. Since a quadrupole acts as a focusing device and more importantly as a selection device, it is critical to obtain very good transmission efficiency for a specific mass or mass range and maintain good trapping efficiency. Thus, Thermo square quadrupoles increase the available mass range, increase ion transmission, increase ion injection into the next optical element (Q3), increase ion acceptance (from Q1), and decrease nodding. The round hexapole used by the Agilent system suffers from higher order fields that have to be accounted for (dodecapole fields laid upon a quadrupole field). Also, since the Agilent system has a direct line-of-sight from the source to the detector, the data suffer from a significant increase in noise due to neutral species reaching the detector. Thermo triple quadrupoles do not have this issue due to the 90° collision cell (no line-of-sight to the detector).

Gas Consumption: the TSQ uses Nitrogen gas for desolvation within the ionization source and Argon gas for the collision gas within the collision cell (Q2), gas consumption is not an issue on the TSQ (maximum consumption of nitrogen gas is 20 L/min (56 SCFH)).

Cross-talk: When performing LC/MS/MS analyses of multi component mixtures by SRM, it is often necessary to carry out such assays using very short dwell times (1msec on the TSQ). In certain instances it is possible to get a large number of parent compounds of the same chemical class eluting very close to each other in a short chromatographic timescale. Oftentimes, these compounds also give rise to exactly the same product ions which are used to monitor the SRM transitions. For example, the compounds Triadimenol (mw 295), Tebuconazole (mw 307), Cyproconazole (mw 291), and Hexaconazol (mw 314) have different precursor ions, but all give rise to the same product ion at m/z 70.

One potential scenario in such assays is when SRM dwell times and inter scan times are very small, and sample concentrations are high, storage of product ions can take place in the collision cell. In other words, fragment ions from the one transition can still be in the collision cell when the next SRM transition is monitored. This results in cross-talk which is used to describe the phenomenon when the fragment ions from one SRM transition are scanned out during another transition. Even a 0.01% cross-talk effect can result in false positives being observed in the resulting quantitative data.

It is a well known fact that Thermo triple quadrupole systems, ranging from the earlier TSQ 70 series (ca. 1986) to the current TSQ, have never suffered from any cross-talk issues due to the advanced design of the collision cell.

Ionization Sources: All Thermo LC/MS/MS systems utilize identical hardware mounts. This enables users to swap or share sources among Thermo LC/MS/MS systems. For example, the sources in this procurement for the TSQ could be shared resources with the existing Thermo mass spectrometers currently in use in the same laboratory. In additions to the sources specified

in this procurement, Thermo also offers an APCI, APCI/APPI, FAIMS, and NanoSpray source. DESI and NanoMate sources are available from third party vendors and interface to the TSQ).

Xcalibur Software: Xcalibur software is a flexible Windows® based data system that provides instrument control and data analysis for the entire family of Thermo mass spectrometers and related instruments. Xcalibur's wide range of functionality and ability to integrate third-party control provides the tools to perform a wide range of applications. Several specialized software modules have been designed to work with Xcalibur to meet the needs of specific applications. The easy-to-use interface enables quick and efficient acquisition, data processing, and results delivery. Xcalibur integrates instrument setup, acquisition, data processing, and reporting. Results can be quickly reviewed with the Qual, Quan, and Library Browsers.

Integrated Divert Valve and Syringe Pump: all Thermo triple quadrupole mass spectrometers come standard with an integrated divert valve (for making manual loop injections or diverting LC flow stream to waste) and an integrated syringe pump (for manual or automated sample infusion). Automated loop injections (for analyte optimization) are possible by the use of these two integrated features.



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
AGR1022

PAGE
1

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

PURCHASER

*825131214 800-532-4752
 THERMO ELECTRON NO AMERICA LLC
 1400 NORTH POINT PARKWAY #10
 WEST PALM BEACH FL 33407

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/05/2010	NET 30	TRUCK	DESTINATION	PREPAID

BID OPENING DATE: **05/13/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		493-99	\$206,281.10	\$206,281.10
<p>LIQUID CHROMOTOGRAPH/MASS SPECTROMETER</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH (1) LIQUID CHROMOTOGRAPH/MASS SPECTROMETER PER THE ATTACHED SPECIFICATIONS.</p> <p>NOTICE TO PROCEED: THE SYSTEM SHALL BE DELIVERED AND FULLY OPERATIONAL BY JUNE 30, 2010. WARRANTY/YEAR MAINTENANCE AND SUPPORT DATES SHALL BE ADDED TO THE CONTRACT BY CHANGE ORDER UPON THE SUCCESSFUL INSTALLATION AND ACCEPTANCE OF THE SYSTEM BY THE AGENCY.</p> <p>MAINTENANCE AND SUPPORT MAY BE RENEWED UPON MUTUAL WRITTEN CONCENT OF THE SPENDING UNIT AND THE VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO THE NUMBER OF YEARS SELECTED BY THE AGENCY IN THE ATTACHED PRICE SCENARIOS.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Krista Ferrell</i>	TELEPHONE 800-532-4752	DATE 5/12/10
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'

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
AGR1022

PAGE
2

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

VENDOR

*825131214 800-532-4752
 THERMO ELECTRON NO AMERICA LLC
 1400 NORTH POINT PARKWAY #10
 WEST PALM BEACH FL 33407

SHIP TO

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

DATE PRINTED 05/05/2010	TERMS OF SALE NET 30	SHIP VIA TRUCK	F.O.B. DESTINATION	FREIGHT TERMS PREPAID
-----------------------------------	--------------------------------	--------------------------	------------------------------	---------------------------------

BID OPENING DATE: **05/13/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p 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>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: AGR1022</p> <p>BID OPENING DATE: 05/13/2010</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Krista Ferrell</i>	TELEPHONE 800-532-4752	DATE 5/12/10
------------------------------------	---------------------------	-----------------

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'

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
AGR1022

PAGE
3

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

VENDOR

*825131214 800-532-4752
 THERMO ELECTRON NO AMERICA LLC
 1400 NORTH POINT PARKWAY #10
 WEST PALM BEACH FL 33407

SHIP TO

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

DATE PRINTED: 05/05/2010	TERMS OF SALE: NET 30	SHIP VIA: TRUCK	FOB: DESTINATION	FREIGHT TERMS: PREPAID
------------------------------------	---------------------------------	---------------------------	----------------------------	----------------------------------

BID OPENING DATE: **05/13/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----800-688-8731-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----VILMA FERMIN-----						
***** THIS IS THE END OF RFQ AGR1022 ***** TOTAL:						<u>\$206,281.10</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vilma Fermin</i>	TELEPHONE 800-532-4752	DATE 5/12/10
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'

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Chromatograph/Mass Spectrometer (LC/MS) System

The West Virginia Department of Agriculture (WVDA) is soliciting responses for a Liquid Chromatograph/Mass Spectrometer (LC/MS) System for analysis of pesticides and antibiotics.

WVDA seeks to acquire the LC/MS system via a purchase with a Maintenance Agreement for a period of three to five years. Maintenance Agreement will go into effect after the initial first year warranty expires. Payments are yearly and will be paid in arrears on a quarterly basis for the agreed number of years. Effective dates for the warranty and first year's maintenance shall be added by change order upon the successful delivery, installation, training, and acceptance of the system by the agency. Subsequent year's maintenance selected by the agency shall be added to the contract on the anniversary of the effective date of the contract upon mutual written agreement of the vendor and the agency.

Vendor must provide data validating that their product meets the bid specifications, training, warranty, complete premium service for all equipment/instruments and software including all parts, repairs, labor, travel, special services, and preventative maintenance for the duration of the lease agreement / warranty period at no expense to the agency. References with point of contact verifying the product qualifications. Failure to provide documentation shall result in disqualification of the vendor's bid.

Vendor must provide 72-hour response time for on-site service/replacement.

Vendor must provide toll free telephone number for technical service/assistant.

Two (2) copies of all systems manuals (operations, training, technical, service maintenance, etc.) shall be included at no charge to the owner.

Vendor shall deliver and provide on-site installation (labor and supplies included) of the system at no charge to the purchaser.

Vendor will do on-site training (labor and non-consumable supplies included) for all instruments and software at no charge to the purchaser.

The following/attached specifications are to set the minimum standards of construction, performance, and test capability.

ADDITIONAL SPECIFICATIONS

Site Preparation: Vendor must provide documentation of recommended environmental conditions, power supplies and gas supplies that are required, and a list of samples and solvents required for installation. Operating the instrument in conformance with these conditions will enable the instrument to achieve its optimum performance. Failure to provide documentation shall result in disqualification of the vendor's bid.

Installation: The bid must include all parts and services necessary to render the system operational, including installation, calibration, basic hardware, software, troubleshooting and maintenance.

Warranty: The one year warranty must be complete premium service for all software/hardware, equipment/instruments including all parts, repairs, labor, travel, special services, and preventative maintenance at no expense to the agency. With the purchase you must provide warranty & maintenance.

Updates: Any and all updates that become available during the course of the purchase must be made available and properly installed along with additional on-site training at no cost to the agency.

Delivery Time Frame: It must be delivered and fully operational by June 30, 2010.

CUSTOMER SERVICE

- Manufacturer shall provide a 72 – hour or better on-site service response for the duration of the warranty/ maintenance.
- Lifetime 800 number for Technical Support
- Technical Assistance for Methods Development must be available for the duration of the warranty/ maintenance.
- Vendor must be able to provide free method development assistance for new methodology for the duration of the warranty/ maintenance

TRAINING: Must provide a minimum of 5 days of On-site Training to cover methods set-up and fine tuning, quantization, report generation, Full Scan and SIM combined methods development.

RFQ: AGR1022

COST SHEET

	Cost
Equipment THERMO SCIENTIFIC/ TSQ QUANTUM ACCESS MAX/HESI/ACCELA 600	
Mass Chromotograph System with installation and training	
<i>Equipment Includes 1 Year Warranty, Maintenance, and Support).</i>	\$ 206,281.10
Additional Maintenance	
Year 1	\$
Year 2	\$
Year 3	\$48,186.00
Year 4	\$72,279.00
Year 5	\$96,372.00

Price Scenario 1: Equipment plus Year 1, 2, and 3 of Additional Maintenance	\$254,467.10 Quote No. 20148334R1
Price Scenario 2: Equipment plus Year 1, 2, 3, and 4 of Additional Maintenance	\$278,560.10 Quote No. 20148334R2
Price Scenario 3: Equipment plus all 5 years of Additional Maintenance	\$302,653.10 Quote No. 20148334R3

***The price scenarios listed above are for bid evaluation purposes only. Agency will award based on lowest cost for the scenario.*

If bidding an "or equal" product, please list below the manufacturer and model. Additionally, the vendor must provide documentation which demonstrates the adherence to the specifications contained within this RFQ.

Manufacturer: _____

Model: _____

VENDOR PREFERENCE CERTIFICATE

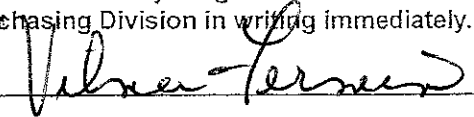
Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. 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: 5/12/10 Title: Order Entry Administrator

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Thermo Electron North America LLC

Authorized Signature: *Valma Loren* Date: 5/12/10

State of Florida

County of Palm Beach, to-wit:

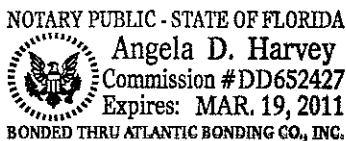
Taken, subscribed, and sworn to before me this 12 day of May, 2010.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC

Angela Harvey



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 10
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

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 Destination, Prepaid

Tax Status: Taxable or Tax Exempt

Your standard PO terms & conditions if applicable

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334	05/12/2010	45 Days ARO	1 / 7
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Pilot Economy 5 Day	

Submitted To: 1041939

KRISTA FERRELL
STATE OF WEST VIRGINIA
DEPT OF ADMINISTRATION
PURCHASING DIVISION BLDG 5
RFQ NO AGR1022
2019 WASHINGTON STREET, EAST
CHARLESTON WV 25311

REF: RFQ AGR1022
DUE DATE & TIME: 5/13/2010 @ 1:30 PM
FEIN: 43-1992201
D&B: 13-838-8090

To place an order

Call: 800-532-4752
Fax: 561-688-8731
eMail: uspal.orderprocessing@thermofisher.com

This order is subject to instructions and Thermo Fisher's terms & conditions on the last page

Item	Material No.	Description	Qty	Unit Price	Total Price
10	TSQ-40500	TSQ QUANTUM ACCESS MAX SYSTEM	1	EA	

TSQ MS/MS high performance triple stage-quadrupole mass spectrometer TSQ Quantum Access MAX Triple Stage Quadrupole MS/MS System

- ~ High performance Ion Max API inlet source housing (probes sold separately).
- ~ Analyzer includes stabilized analyzer control board, integrated vacuum manifold with two RF only square quadrupole ion optics, two 250 mm hyperbolic quadrupole mass analyzers, ninety degree square quadrupole collision cell, and 10 kV dynode and off axis electron multiplier detection system for positive and negative ion detection.
- ~ Vacuum system includes single three-port turbo molecular pump, and one rotary vacuum pump.
- ~ System also features an integrated single barrel syringe pump, integrated electronically activated injector/divert valve, 10-3000 amu mass range, 5000 amu/sec scan speed, 3000 Timed-SRMs, 195 kHz digital sampling rate and Polarity switching time \leq 25 ms.
- ~ Note: API probes sold separately as HESI-II Probe (Opton-20037) and APCI probe (Opton-20012)
- ~ Includes one-year warranty, installation, basic instrument operator training, and a comprehensive on-site TSQ Quantum Access MAX training class.

20	OPTON-20037	HESI PROBE, MARK 2, WITH 32G METAL NEED	1	EA	
----	-------------	---	---	----	--

30	60057-60110	PUMP, UHPLC, ACCELA 600	1	EA	
----	-------------	-------------------------	---	----	--

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20148334	05/12/2010	45 Days ARO	2 / 7
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Pilot Economy 5 Day	

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

Pump, UHPLC, Accela 600

- ~ The Accela 600 Pump is a quaternary low-pressure mixing solvent delivery system capable of flow rates from 0.1 to 5000 uL/min.
- ~ Flow rate resolution is 0.1uL/min.
- ~ This pump can delivers solvents at conventional LC pressures up to 600 bar.
- ~ The Thermo Scientific Accela™ 600 Pump provides accurate and precise flow and gradients under all operating pressure conditions with minimum pulsation.
- ~ A delay volume of only 90 µL reduces pump equilibration and system cycle times.
- ~ The Accela 600 pump is the ideal quaternary solvent delivery solution for analyses using 2.1-4.6 mm internal diameter columns packed with 3 and 5 µm particles.
- ~ An extremely low pulsation (lower than 0.5 bar amp.) without the need of a pulse dampener guaranties smooth detector baselines.
- ~ The unique technology incorporates an innovative Force Feedback Control (FCC), enabling the delivery of accurate and precise flow and gradients under all operating conditions by continuously calibrating valve timing and efficiency based on the measured compressibility of the actual solvents providing the flexibility of a quaternary pump with the best possible performance.

40	60057-60020	AUTOSAMPLER, UHP, ACCELA	1	EA	
----	-------------	--------------------------	---	----	--

50	60057-60060	KIT, SYSTEM, ACCELA UHP	1	EA	
----	-------------	-------------------------	---	----	--

60	TSQ1-VOUCHER	VOUCHER-TSQ DISCOVERY/ULTRA TRAINING	1	EA	
----	--------------	--------------------------------------	---	----	--

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20148334	05/12/2010	45 Days ARO	3 / 7
Contact Info		Phone No.	Payment Terms
GIOVANNI PALLANTE		330-273-9788	NET 30 DAYS UPON INVOICE DATE
Inco 1		Inco 2	Shipping Method
DEST. PREPAID		PREPAY	Pilot Economy 5 Day

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

70	OPTON-21731	HP LASERJET 3015D PRINTER, 110V	1	EA	
----	-------------	---------------------------------	---	----	--

TSQ QUANTUM ACCESS MAX SYSTEM Sub-Total:		285,532.00 USD
Promotion ABS:		93,632.00 - USD
TSQ QUANTUM ACCESS MAX SYSTEM Total:		191,900.00 USD

80	OPTON-10000	NITROGEN GENERATOR	1	EA	
----	-------------	--------------------	---	----	--

NITROGEN GENERATOR Sub-Total:		15,979.00 USD
Promotion ABS:		1,597.90 - USD
NITROGEN GENERATOR Total:		14,381.10 USD

90	701-620200	EXWAR PLAN - QUANTUM ACCESS MAX	1	EA	
----	------------	---------------------------------	---	----	--

Extended Warranty - Quantun Access Max

EXWAR PLAN - QUANTUM ACCESS MAX Sub-Total:		21,362.00 USD
Service contract %:		2,136.20 - USD
EXWAR PLAN - QUANTUM ACCESS MAX Total:		19,225.80 USD

100	701-587500	EXWAR MS PLAN - ACCELA PUMP	1	EA	
-----	------------	-----------------------------	---	----	--

EXWAR MS PLAN - ACCELA PUMP Sub-Total:		3,245.00 USD
Service contract %:		324.50 - USD
EXWAR MS PLAN - ACCELA PUMP Total:		2,920.50 USD

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334	05/12/2010	45 Days ARO	4 / 7
Contact Info		Phone No.	Payment Terms
GIOVANNI PALLANTE		330-273-9788	NET 30 DAYS UPON INVOICE DATE
			07/13/2010
Inco 1		Inco 2	Shipping Method
DEST. PREPAID		PREPAY	Pilot Economy 5 Day

To place an order

Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

110	701-588000	EXWAR MS PLAN - ACCELA AUTOSAMPLER	1	EA	
-----	------------	------------------------------------	---	----	--

EXWAR MS PLAN - ACCELA AUTOSAMPLER Sub-Total:	2,163.00	USD
Service contract %:	216.30	- USD
EXWAR MS PLAN - ACCELA AUTOSAMPLER Total:	1,946.70	USD
Quotation Sub-total:	328,281.00	USD
Promotion ABS:	95,229.90	- USD
Service contract %:	2,677.00	- USD
Quotation Total:	230,374.10	USD

HERMO ELECTRON NORTH AMERICA LLC 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. In the event of a delay 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) 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.

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.

THERMO ELECTRON NORTH AMERICA LLC TERMS AND CONDITIONS OF SALE

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 THERETOFORE 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, if requested by Seller, provide information on the end user and end use of any Item exported or to be exported by Buyer. 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, or agents.

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 be held by a court of competent jurisdiction to be invalid, illegal 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 uses, 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 information confidential and not disclose 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.

To place your order and expedite shipment, please fax or e-mail your Purchase Order with all associated terms and conditions (and tax exemption certificate, if applicable).

All purchase orders must show the vendor name of Thermo Electron North America LLC at one of the addresses below:

Thermo Electron North America LLC
5225 Verona Road
Madison, WI 53711

Thermo Electron North America LLC
1400 Northpoint Parkway, Ste 50
West Palm Beach, FL 33407

Complete System Orders

Fax: 608-273-6882

E-mail: usmadorderprocessing@thermofisher.com

Complete System Orders

Fax #561-688-8731

E-mail: uspal.orderprocessing@thermofisher.com

Parts Orders

Fax #608-273-5045

E-mail: fseserviceorders@thermofisher.com

Parts Orders

Fax #561-688-8731

E-mail: fseserviceorder2@thermofisher.com

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

Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products. Thermo Electron North America LLC is not responsible for the installation, operation or warranty of any of these products. 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 INCLUDED ON 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

Date

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R1	05/12/2010	45 Days ARO	1 / 8
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Pilot Economy 5 Day	

Submitted To: 1041939

KRISTA FERRELL
STATE OF WEST VIRGINIA
DEPT OF ADMINISTRATION
PURCHASING DIVISION BLDG 5
RFQ NO AGR1022
2019 WASHINGTON STREET, EAST
CHARLESTON WV 25311

REF: RFQ AGR1022
DUE DATE & TIME: 5/13/2010 @ 1:30 PM
FEIN: 43-1992201
D&B: 13-838-8090

To place an order

Call: 800-532-4752
Fax: 561-688-8731
eMail: uspal.orderprocessing@thermofisher.com

This order is subject to instructions and Thermo Fisher's terms & conditions on the last page

Item	Material No.	Description	Qty	Unit Price	Total Price
10	TSQ-40500	TSQ QUANTUM ACCESS MAX SYSTEM	1 EA		

TSQ MS/MS high performance triple stage-quadrupole mass spectrometer TSQ Quantum Access MAX Triple Stage Quadrupole MS/MS System

- ~ High performance Ion Max API inlet source housing (probes sold separately).
- ~ Analyzer includes stabilized analyzer control board, integrated vacuum manifold with two RF only square quadrupole ion optics, two 250 mm hyperbolic quadrupole mass analyzers, ninety degree square quadrupole collision cell, and 10 kV dynode and off axis electron multiplier detection system for positive and negative ion detection.
- ~ Vacuum system includes single three-port turbo molecular pump, and one rotary vacuum pump.
- ~ System also features an integrated single barrel syringe pump, integrated electronically activated injector/divert valve, 10-3000 amu mass range, 5000 amu/sec scan speed, 3000 Timed-SRMs, 195 kHz digital sampling rate and Polarity switching time ≤ 25 ms.
- ~ Note: API probes sold separately as HESI-II Probe (Opton-20037) and APCI probe (Opton-20012)
- ~ Includes one-year warranty, installation, basic instrument operator training, and a comprehensive on-site TSQ Quantum Access MAX training class.

20	OPTON-20037	HESI PROBE, MARK 2, WITH 32G METAL NEED	1 EA		
----	-------------	---	------	--	--

30	60057-60110	PUMP, UHPLC, ACCELA 600	1 EA		
----	-------------	-------------------------	------	--	--

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R1	05/12/2010	45 Days ARO	2 / 8
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Pilot Economy 5 Day	

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

Pump, UHPLC, Accela 600

- ~ The Accela 600 Pump is a quaternary low-pressure mixing solvent delivery system capable of flow rates from 0.1 to 5000 uL/min.
- ~ Flow rate resolution is 0.1uL/min.
- ~ This pump can delivers solvents at conventional LC pressures up to 600 bar.
- ~ The Thermo Scientific Accela™ 600 Pump provides accurate and precise flow and gradients under all operating pressure conditions with minimum pulsation.
- ~ A delay volume of only 90 µL reduces pump equilibration and system cycle times.
- ~ The Accela 600 pump is the ideal quaternary solvent delivery solution for analyses using 2.1-4.6 mm internal diameter columns packed with 3 and 5 µm particles.
- ~ An extremely low pulsation (lower than 0.5 bar amp.) without the need of a pulse dampener guaranties smooth detector baselines.
- ~ The unique technology incorporates an innovative Force Feedback Control (FCC), enabling the delivery of accurate and precise flow and gradients under all operating conditions by continuously calibrating valve timing and efficiency based on the measured compressibility of the actual solvents providing the flexibility of a quaternary pump with the best possible performance.

40	60057-60020	AUTOSAMPLER, UHP, ACCELA	1	EA
----	-------------	--------------------------	---	----

50	60057-60060	KIT, SYSTEM, ACCELA UHP	1	EA
----	-------------	-------------------------	---	----

60	TSQ1-VOUCHER	VOUCHER-TSQ DISCOVERY/ULTRA TRAINING	1	EA
----	--------------	--------------------------------------	---	----

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R1	05/12/2010	45 Days ARO	3 / 8
Contact Info		Phone No.	Payment Terms
GIOVANNI PALLANTE		330-273-9788	NET 30 DAYS UPON INVOICE DATE
			07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Pilot Economy 5 Day	

To place an order

Call: 800-532-4752

Fax: 561-688-8731

eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

70	OPTON-21731	HP LASERJET 3015D PRINTER, 110V	1	EA	
----	-------------	---------------------------------	---	----	--

TSQ QUANTUM ACCESS MAX SYSTEM Sub-Total:	285,532.00	USD
Promotion ABS:	93,632.00	- USD
TSQ QUANTUM ACCESS MAX SYSTEM Total:	191,900.00	USD

80	OPTON-10000	NITROGEN GENERATOR	1	EA	
----	-------------	--------------------	---	----	--

NITROGEN GENERATOR Sub-Total:	15,979.00	USD
Promotion ABS:	1,597.90	- USD
NITROGEN GENERATOR Total:	14,381.10	USD

90	701-620200	EXWAR PLAN - QUANTUM ACCESS MAX YR2	1	EA	
----	------------	-------------------------------------	---	----	--

Extended Warranty - Quantun Access Max

EXWAR PLAN - QUANTUM ACCESS MAX YR2 Sub-Total:	21,362.00	USD
Service contract %:	2,136.20	- USD
EXWAR PLAN - QUANTUM ACCESS MAX YR2 Total:	19,225.80	USD

100	701-587500	EXWAR MS PLAN - ACCELA PUMP YR2	1	EA	
-----	------------	---------------------------------	---	----	--

EXWAR MS PLAN - ACCELA PUMP YR2 Sub-Total:	3,245.00	USD
Service contract %:	324.50	- USD
EXWAR MS PLAN - ACCELA PUMP YR2 Total:	2,920.50	USD

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R1	05/12/2010	45 Days ARO	4 / 8
Contact Info		Phone No.	Payment Terms
GIOVANNI PALLANTE		330-273-9788	NET 30 DAYS UPON INVOICE DATE
Inco 1		Inco 2	Shipping Method
DEST. PREPAID		PREPAY	Pilot Economy 5 Day
Valid To			
07/13/2010			

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

110 701-588000 EXWAR MS PLAN - ACCELA AUTOSAMPLER Y 1 EA

EXWAR MS PLAN - ACCELA AUTOSAMPLER YR2 Sub-Total: 2,163.00 USD
 Service contract %: 216.30 - USD
 EXWAR MS PLAN - ACCELA AUTOSAMPLER YR2 Total: 1,946.70 USD

120 701-620200 EXWAR PLAN - QUANTUM ACCESS MAX YR3 1 EA

Extended Warranty - Quantun Access Max

EXWAR PLAN - QUANTUM ACCESS MAX YR3 Sub-Total: 21,362.00 USD
 Service contract %: 2,136.20 - USD
 EXWAR PLAN - QUANTUM ACCESS MAX YR3 Total: 19,225.80 USD

130 701-587500 EXWAR MS PLAN - ACCELA PUMP YR3 1 EA

EXWAR MS PLAN - ACCELA PUMP YR3 Sub-Total: 3,245.00 USD
 Service contract %: 324.50 - USD
 EXWAR MS PLAN - ACCELA PUMP YR3 Total: 2,920.50 USD

140 701-588000 EXWAR MS PLAN - ACCELA AUTOSAMPLER Y 1 EA

EXWAR MS PLAN - ACCELA AUTOSAMPLER YR3 Sub-Total: 2,163.00 USD
 Service contract %: 216.30 - USD
 EXWAR MS PLAN - ACCELA AUTOSAMPLER YR3 Total: 1,946.70 USD

Quotation Sub-total: 355,051.00 USD
 Promotion ABS: 95,229.90 - USD

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R1	05/12/2010	45 Days ARO	5 / 8
Contact Info		Phone No.	Payment Terms
GIOVANNI PALLANTE		330-273-9788	NET 30 DAYS UPON INVOICE DATE
			Valid To
			07/13/2010
Inco 1		Inco 2	Shipping Method
DEST. PREPAID		PREPAY	Pilot Economy 5 Day

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

Service contract %: 5,354.00 - USD
 Quotation Total: 254,467.10 USD

THERMO ELECTRON NORTH AMERICA LLC 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. In the event of a delay 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) 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.

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.

THERMO ELECTRON NORTH AMERICA LLC TERMS AND CONDITIONS OF SALE

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 THEREOF 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, if requested by Seller, provide information on the end user and end use of any Item exported or to be exported by Buyer. 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, or agents.

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 be held by a court of competent jurisdiction to be invalid, illegal 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 uses, 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 information confidential and not disclose 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.

To place your order and expedite shipment, please fax or e-mail your Purchase Order with all associated terms and conditions (and tax exemption certificate, if applicable).

All purchase orders must show the vendor name of Thermo Electron North America LLC at one of the addresses below:

Thermo Electron North America LLC
5225 Verona Road
Madison, WI 53711

Thermo Electron North America LLC
1400 Northpoint Parkway, Ste 50
West Palm Beach, FL 33407

Complete System Orders
Fax: 608-273-6882
E-mail: usmadorderprocessing@thermofisher.com

Complete System Orders
Fax #561-688-8731
E-mail: uspal.orderprocessing@thermofisher.com

Parts Orders
Fax #608-273-5045
E-mail: fseserviceorders@thermofisher.com

Parts Orders
Fax #561-688-8731
E-mail: fseserviceorder2@thermofisher.com

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

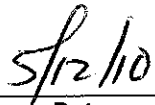
Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products. Thermo Electron North America LLC is not responsible for the installation, operation or warranty of any of these products. Thermo Electron North America LLC manufacturers may provide their own warranties to you.

SEE THE WARRANTY STATEMENT IN THE PRODUCT DOCUMENTATION FOR THE COMPLETE WARRANTY, AND THE WARRANTY AND EXCLUSIONS INCLUDED ON 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

Date

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R2	05/12/2010	45 Days ARO	1 / 9
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Fed Ex Ground	

Submitted To: 1041939

KRISTA FERRELL
STATE OF WEST VIRGINIA
DEPT OF ADMINISTRATION
PURCHASING DIVISION BLDG 5
RFQ NO AGR1022
2019 WASHINGTON STREET, EAST
CHARLESTON WV 25311

REF: RFQ AGR1022
DUE DATE & TIME: 5/13/2010 @ 1:30 PM
FEIN: 43-1992201
D&B: 13-838-8090

To place an order
Call: 800-532-4752
Fax: 561-688-8731
eMail: uspa.orderprocessing@thermofisher.com
This order is subject to instructions and Thermo Fisher's terms & conditions on the last page

Item	Material No.	Description	Qty	Unit Price	Total Price
10	TSQ-40500	TSQ QUANTUM ACCESS MAX SYSTEM	1	EA	

TSQ MS/MS high performance triple stage-quadrupole mass spectrometer TSQ Quantum Access MAX Triple Stage Quadrupole MS/MS System

- ~ High performance Ion Max API inlet source housing (probes sold separately).
- ~ Analyzer includes stabilized analyzer control board, integrated vacuum manifold with two RF only square quadrupole ion optics, two 250 mm hyperbolic quadrupole mass analyzers, ninety degree square quadrupole collision cell, and 10 kV dynode and off axis electron multiplier detection system for positive and negative ion detection.
- ~ Vacuum system includes single three-port turbo molecular pump, and one rotary vacuum pump.
- ~ System also features an integrated single barrel syringe pump, integrated electronically activated injector/divert valve, 10-3000 amu mass range, 5000 amu/sec scan speed, 3000 Timed-SRMs, 195 kHz digital sampling rate and Polarity switching time \leq 25 ms.

~ Note: API probes sold separately as HESI-II Probe (Opton-20037) and APCI probe (Opton-20012)

~ Includes one-year warranty, installation, basic instrument operator training, and a comprehensive on-site TSQ Quantum Access MAX training class.

20	OPTON-20037	HESI PROBE,MARK 2,WITH 32G METAL NEED	1	EA	
----	-------------	---------------------------------------	---	----	--

30	60057-60110	PUMP, UHPLC, ACCELA 600	1	EA	
----	-------------	-------------------------	---	----	--

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R2	05/12/2010	45 Days ARO	2 / 9
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Fed Ex Ground	

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

To place an order

Call: 800-532-4752
Fax: 561-688-8731
eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

Pump, UHPLC, Accela 600

- ~ The Accela 600 Pump is a quaternary low-pressure mixing solvent delivery system capable of flow rates from 0.1 to 5000 uL/min.
- ~ Flow rate resolution is 0.1uL/min.
- ~ This pump can delivers solvents at conventional LC pressures up to 600 bar.
- ~ The Thermo Scientific Accela™ 600 Pump provides accurate and precise flow and gradients under all operating pressure conditions with minimum pulsation.
- ~ A delay volume of only 90 µL reduces pump equilibration and system cycle times.
- ~ The Accela 600 pump is the ideal quaternary solvent delivery solution for analyses using 2,1-4,6 mm internal diameter columns packed with 3 and 5 µm particles.
- ~ An extremely low pulsation (lower than 0.5 bar amp.) without the need of a pulse dampener guaranties smooth detector baselines.
- ~ The unique technology incorporates an innovative Force Feedback Control (FCC), enabling the delivery of accurate and precise flow and gradients under all operating conditions by continuously calibrating valve timing and efficiency based on the measured compressibility of the actual solvents providing the flexibility of a quaternary pump with the best possible performance.

40	60057-60020	AUTOSAMPLER, UHP, ACCELA	1	EA	
----	-------------	--------------------------	---	----	--

50	60057-60060	KIT, SYSTEM, ACCELA UHP	1	EA	
----	-------------	-------------------------	---	----	--

60	TSQ1-VOUCHER	VOUCHER-TSQ DISCOVERY/ULTRA TRAINING	1	EA	
----	--------------	--------------------------------------	---	----	--

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R2	05/12/2010	45 Days ARO	3 / 9
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Fed Ex Ground	

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

70 OPTON-21731 HP LASERJET 3015D PRINTER, 110V 1 EA

TSQ QUANTUM ACCESS MAX SYSTEM Sub-Total: 285,532.00 USD
 Promotion ABS: 93,632.00 - USD
 TSQ QUANTUM ACCESS MAX SYSTEM Total: 191,900.00 USD

80 OPTON-10000 NITROGEN GENERATOR 1 EA

NITROGEN GENERATOR Sub-Total: 15,979.00 USD
 Promotion ABS: 1,597.90 - USD
 NITROGEN GENERATOR Total: 14,381.10 USD

90 701-620200 EXWAR PLAN - QUANTUM ACCESS MAX YR2 1 EA

Extended Warranty - Quantun Access Max

EXWAR PLAN - QUANTUM ACCESS MAX YR2 Sub-Total: 21,362.00 USD
 Service contract %: 2,136.20 - USD
 EXWAR PLAN - QUANTUM ACCESS MAX YR2 Total: 19,225.80 USD

100 701-587500 EXWAR MS PLAN - ACCELA PUMP YR2 1 EA

EXWAR MS PLAN - ACCELA PUMP YR2 Sub-Total: 3,245.00 USD
 Service contract %: 324.50 - USD
 EXWAR MS PLAN - ACCELA PUMP YR2 Total: 2,920.50 USD

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R2	05/12/2010	45 Days ARO	4 / 9
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Fed Ex Ground	

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

110 701-588000 EXWAR MS PLAN - ACCELA AUTOSAMPLER Y 1 EA

EXWAR MS PLAN - ACCELA AUTOSAMPLER YR2 Sub-Total: 2,163.00 USD
 Service contract %: 216.30 - USD
 EXWAR MS PLAN - ACCELA AUTOSAMPLER YR2 Total: 1,946.70 USD

120 701-620200 EXWAR PLAN - QUANTUM ACCESS MAX YR3 1 EA

Extended Warranty - Quantun Access Max

EXWAR PLAN - QUANTUM ACCESS MAX YR3 Sub-Total: 21,362.00 USD
 Service contract %: 2,136.20 - USD
 EXWAR PLAN - QUANTUM ACCESS MAX YR3 Total: 19,225.80 USD

130 701-587500 EXWAR MS PLAN - ACCELA PUMP YR3 1 EA

EXWAR MS PLAN - ACCELA PUMP YR3 Sub-Total: 3,245.00 USD
 Service contract %: 324.50 - USD
 EXWAR MS PLAN - ACCELA PUMP YR3 Total: 2,920.50 USD

140 701-588000 EXWAR MS PLAN - ACCELA AUTOSAMPLER Y 1 EA

EXWAR MS PLAN - ACCELA AUTOSAMPLER YR3 Sub-Total: 2,163.00 USD
 Service contract %: 216.30 - USD
 EXWAR MS PLAN - ACCELA AUTOSAMPLER YR3 Total: 1,946.70 USD

150 701-620200 EXWAR PLAN - QUANTUM ACCESS MAX YR4 1 EA

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R2	05/12/2010	45 Days ARO	5 / 9
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Fed Ex Ground	

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

Extended Warranty - Quantun Access Max

EXWAR PLAN - QUANTUM ACCESS MAX YR4 Sub-Total: 21,362.00 USD
 Service contract %: 2,136.20 - USD
 EXWAR PLAN - QUANTUM ACCESS MAX YR4 Total: 19,225.80 USD

160 701-587500 EXWAR MS PLAN - ACCELA PUMP YR4 1 EA

EXWAR MS PLAN - ACCELA PUMP YR4 Sub-Total: 3,245.00 USD
 Service contract %: 324.50 - USD
 EXWAR MS PLAN - ACCELA PUMP YR4 Total: 2,920.50 USD

170 701-588000 EXWAR MS PLAN - ACCELA AUTOSAMPLER Y 1 EA

EXWAR MS PLAN - ACCELA AUTOSAMPLER YR4 Sub-Total: 2,163.00 USD
 Service contract %: 216.30 - USD
 EXWAR MS PLAN - ACCELA AUTOSAMPLER YR4 Total: 1,946.70 USD

Quotation Sub-total: 381,821.00 USD
 Promotion ABS: 95,229.90 - USD
 Service contract %: 8,031.00 - USD
 Quotation Total: 278,560.10 USD

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R2	05/12/2010	45 Days ARO	6 / 9
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Fed Ex Ground	

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

Thermo Electron North America LLC Terms and Conditions of Sale
UNLESS OTHERWISE 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. In the event of a delay 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) 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.

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.

THERMO ELECTRON NORTH AMERICA LLC TERMS AND CONDITIONS OF SALE

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 THERETOFORE 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, if requested by Seller, provide information on the end user and end use of any Item exported or to be exported by Buyer. 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, or agents.

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 be held by a court of competent jurisdiction to be invalid, illegal 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 uses, 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 information confidential and not disclose 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.

To place your order and expedite shipment, please fax or e-mail your Purchase Order with all associated terms and conditions (and tax exemption certificate, if applicable).

All purchase orders must show the vendor name of Thermo Electron North America LLC at one of the addresses below:

Thermo Electron North America LLC
5225 Verona Road
Madison, WI 53711

Thermo Electron North America LLC
1400 Northpoint Parkway, Ste 50
West Palm Beach, FL 33407

Complete System Orders
Fax: 608-273-6882
E-mail: usmadorderprocessing@thermofisher.com

Complete System Orders
Fax #561-688-8731
E-mail: uspal.orderprocessing@thermofisher.com

Parts Orders
Fax #608-273-5045
E-mail: fseserviceorders@thermofisher.com

Parts Orders
Fax #561-688-8731
E-mail: fseserviceorder2@thermofisher.com

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

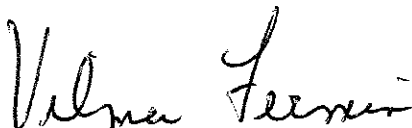
Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products. Thermo Electron North America LLC is not responsible for the installation, operation or warranty of any of these products. Thermo Electron North America LLC manufacturers may provide their own warranties to you.

SEE THE WARRANTY STATEMENT IN THE PRODUCT DOCUMENTATION FOR THE COMPLETE WARRANTY, AND THE WARRANTY AND EXCLUSIONS INCLUDED ON 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

5/12/10
Date

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R3	05/12/2010	45 Days ARO	1 / 9
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Fed Ex Ground	

Submitted To: 1041939

KRISTA FERRELL
STATE OF WEST VIRGINIA
DEPT OF ADMINISTRATION
PURCHASING DIVISION BLDG 5
RFQ NO AGR1022
2019 WASHINGTON STREET, EAST
CHARLESTON WV 25311

REF: RFQ AGR1022
DUE DATE & TIME: 5/13/2010 @ 1:30 PM
FEIN: 43-1992201
D&B: 13-838-8090

To place an order

Call: 800-532-4752
Fax: 561-688-8731
eMail: uspal.orderprocessing@thermofisher.com

This order is subject to instructions and Thermo Fisher's terms & conditions on the last page

Item	Material No.	Description	Qty	Unit Price	Total Price
10	TSQ-40500	TSQ QUANTUM ACCESS MAX SYSTEM	1 EA		

TSQ MS/MS high performance triple stage-quadrupole mass spectrometer TSQ Quantum Access MAX Triple Stage Quadrupole MS/MS System

- ~ High performance Ion Max API inlet source housing (probes sold separately).
- ~ Analyzer includes stabilized analyzer control board, integrated vacuum manifold with two RF only square quadrupole ion optics, two 250 mm hyperbolic quadrupole mass analyzers, ninety degree square quadrupole collision cell, and 10 kV dynode and off axis electron multiplier detection system for positive and negative ion detection.
- ~ Vacuum system includes single three-port turbo molecular pump, and one rotary vacuum pump.
- ~ System also features an integrated single barrel syringe pump, integrated electronically activated injector/divert valve, 10-3000 amu mass range, 5000 amu/sec scan speed, 3000 Timed-SRMs, 195 kHz digital sampling rate and Polarity switching time \leq 25 ms.
- ~ Note: API probes sold separately as HESI-II Probe (Opton-20037) and APCI probe (Opton-20012)
- ~ Includes one-year warranty, installation, basic instrument operator training, and a comprehensive on-site TSQ Quantum Access MAX training class.

20	OPTON-20037	HESI PROBE, MARK 2, WITH 32G METAL NEED	1 EA		
30	60057-60110	PUMP, UHPLC, ACCELA 600	1 EA		

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R3	05/12/2010	45 Days ARO	2 / 9
Contact Info		Phone No.	Payment Terms
GIOVANNI PALLANTE		330-273-9788	NET 30 DAYS UPON INVOICE DATE
			Valid To
			07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Fed Ex Ground	

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

To place an order

Call: 800-532-4752
Fax: 561-688-8731
eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

Pump, UHPLC, Accela 600

- ~ The Accela 600 Pump is a quaternary low-pressure mixing solvent delivery system capable of flow rates from 0.1 to 5000 uL/min.
- ~ Flow rate resolution is 0.1uL/min.
- ~ This pump can delivers solvents at conventional LC pressures up to 600 bar.
- ~ The Thermo Scientific Accela™ 600 Pump provides accurate and precise flow and gradients under all operating pressure conditions with minimum pulsation.
- ~ A delay volume of only 90 µL reduces pump equilibration and system cycle times.
- ~ The Accela 600 pump is the ideal quaternary solvent delivery solution for analyses using 2.1-4.6 mm internal diameter columns packed with 3 and 5 µm particles.
- ~ An extremely low pulsation (lower than 0.5 bar amp.) without the need of a pulse dampener guaranties smooth detector baselines.
- ~ The unique technology incorporates an innovative Force Feedback Control (FCC), enabling the delivery of accurate and precise flow and gradients under all operating conditions by continuously calibrating valve timing and efficiency based on the measured compressibility of the actual solvents providing the flexibility of a quaternary pump with the best possible performance.

40	60057-60020	AUTOSAMPLER, UHP, ACCELA	1	EA	
----	-------------	--------------------------	---	----	--

50	60057-60060	KIT, SYSTEM, ACCELA UHP	1	EA	
----	-------------	-------------------------	---	----	--

60	TSQ1-VOUCHER	VOUCHER-TSQ DISCOVERY/ULTRA TRAINING	1	EA	
----	--------------	--------------------------------------	---	----	--

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R3	05/12/2010	45 Days ARO	3 / 9
Contact Info		Phone No.	Payment Terms
GIOVANNI PALLANTE		330-273-9788	NET 30 DAYS UPON INVOICE DATE
			07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Fed Ex Ground	

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

70 OPTON-21731 HP LASERJET 3015D PRINTER, 110V 1 EA

TSQ QUANTUM ACCESS MAX SYSTEM Sub-Total: 285,532.00 USD
 Promotion ABS: 93,632.00 - USD
 TSQ QUANTUM ACCESS MAX SYSTEM Total: 191,900.00 USD

80 OPTON-10000 NITROGEN GENERATOR 1 EA

NITROGEN GENERATOR Sub-Total: 15,979.00 USD
 Promotion ABS: 1,597.90 - USD
 NITROGEN GENERATOR Total: 14,381.10 USD

90 701-620200 EXWAR PLAN - QUANTUM ACCESS MAX YR2 1 EA

Extended Warranty - Quantun Access Max

EXWAR PLAN - QUANTUM ACCESS MAX YR2 Sub-Total: 21,362.00 USD
 Service contract %: 2,136.20 - USD
 EXWAR PLAN - QUANTUM ACCESS MAX YR2 Total: 19,225.80 USD

100 701-587500 EXWAR MS PLAN - ACCELA PUMP YR2 1 EA

EXWAR MS PLAN - ACCELA PUMP YR2 Sub-Total: 3,245.00 USD
 Service contract %: 324.50 - USD
 EXWAR MS PLAN - ACCELA PUMP YR2 Total: 2,920.50 USD

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R3	05/12/2010	45 Days ARO	4 / 9
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Fed Ex Ground	

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

110 701-588000 EXWAR MS PLAN - ACCELA AUTOSAMPLER Y 1 EA

EXWAR MS PLAN - ACCELA AUTOSAMPLER YR2 Sub-Total: 2,163.00 USD
 Service contract %: 216.30 - USD
 EXWAR MS PLAN - ACCELA AUTOSAMPLER YR2 Total: 1,946.70 USD

120 701-620200 EXWAR PLAN - QUANTUM ACCESS MAX YR3 1 EA

Extended Warranty - Quantun Access Max

EXWAR PLAN - QUANTUM ACCESS MAX YR3 Sub-Total: 21,362.00 USD
 Service contract %: 2,136.20 - USD
 EXWAR PLAN - QUANTUM ACCESS MAX YR3 Total: 19,225.80 USD

130 701-587500 EXWAR MS PLAN - ACCELA PUMP YR3 1 EA

EXWAR MS PLAN - ACCELA PUMP YR3 Sub-Total: 3,245.00 USD
 Service contract %: 324.50 - USD
 EXWAR MS PLAN - ACCELA PUMP YR3 Total: 2,920.50 USD

140 701-588000 EXWAR MS PLAN - ACCELA AUTOSAMPLER Y 1 EA

EXWAR MS PLAN - ACCELA AUTOSAMPLER YR3 Sub-Total: 2,163.00 USD
 Service contract %: 216.30 - USD
 EXWAR MS PLAN - ACCELA AUTOSAMPLER YR3 Total: 1,946.70 USD

150 701-620200 EXWAR PLAN - QUANTUM ACCESS MAX YR4 1 EA

Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R3	05/12/2010	45 Days ARO	5 / 9
Contact Info		Phone No.	Payment Terms
GIOVANNI PALLANTE		330-273-9788	NET 30 DAYS UPON INVOICE DATE
Inco 1		Inco 2	Shipping Method
DEST. PREPAID		PREPAY	Fed Ex Ground

To place an order
 Call: 800-532-4752
 Fax: 561-688-8731
 eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

Extended Warranty - Quantun Access Max

EXWAR PLAN - QUANTUM ACCESS MAX YR4 Sub-Total: 21,362.00 USD
Service contract %: 2,136.20 - USD
EXWAR PLAN - QUANTUM ACCESS MAX YR4 Total: 19,225.80 USD

160 701-587500 EXWAR MS PLAN - ACCELA PUMP YR4 1 EA

EXWAR MS PLAN - ACCELA PUMP YR4 Sub-Total: 3,245.00 USD
Service contract %: 324.50 - USD
EXWAR MS PLAN - ACCELA PUMP YR4 Total: 2,920.50 USD

170 701-588000 EXWAR MS PLAN - ACCELA AUTOSAMPLER Y 1 EA

EXWAR MS PLAN - ACCELA AUTOSAMPLER YR4 Sub-Total: 2,163.00 USD
Service contract %: 216.30 - USD
EXWAR MS PLAN - ACCELA AUTOSAMPLER YR4 Total: 1,946.70 USD

180 701-620200 EXWAR PLAN - QUANTUM ACCESS MAX YR5 1 EA

Extended Warranty - Quantun Access Max

EXWAR PLAN - QUANTUM ACCESS MAX YR5 Sub-Total: 21,362.00 USD
Service contract %: 2,136.20 - USD
EXWAR PLAN - QUANTUM ACCESS MAX YR5 Total: 19,225.80 USD

190 701-587500 EXWAR MS PLAN - ACCELA PUMP YR5 1 EA

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20148334R3	05/12/2010	45 Days ARO	6 / 9
Contact Info	Phone No.	Payment Terms	Valid To
GIOVANNI PALLANTE	330-273-9788	NET 30 DAYS UPON INVOICE DATE	07/13/2010
Inco 1	Inco 2	Shipping Method	
DEST. PREPAID	PREPAY	Fed Ex Ground	

1400 Northpoint Pkwy Ste 50,
West Palm Beach, FL 33407-1976

To place an order

Call: 800-532-4752
Fax: 561-688-8731
eMail: uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

EXWAR MS PLAN - ACCELA PUMP YR5 Sub-Total: 3,245.00 USD

Service contract %: 324.50 - USD

EXWAR MS PLAN - ACCELA PUMP YR5 Total: 2,920.50 USD

200 701-588000

EXWAR MS PLAN - ACCELA AUTOSAMPLER Y 1 EA

EXWAR MS PLAN - ACCELA AUTOSAMPLER YR5 Sub-Total: 2,163.00 USD

Service contract %: 216.30 - USD

EXWAR MS PLAN - ACCELA AUTOSAMPLER YR5 Total: 1,946.70 USD

Quotation Sub-total: 408,591.00 USD

Promotion ABS: 95,229.90 - USD

Service contract %: 10,708.00 - USD

Quotation Total: 302,653.10 USD

TERMO ELECTRON NORTH AMERICA LLC 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. In the event of a delay 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) 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.

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.

THERMO ELECTRON NORTH AMERICA LLC TERMS AND CONDITIONS OF SALE

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, if requested by Seller, provide information on the end user and end use of any Item exported or to be exported by Buyer. 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, or agents.

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 be held by a court of competent jurisdiction to be invalid, illegal 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 uses, 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 information confidential and not disclose 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.

To place your order and expedite shipment, please fax or e-mail your Purchase Order with all associated terms and conditions (and tax exemption certificate, if applicable).

All purchase orders must show the vendor name of Thermo Electron North America LLC at one of the addresses below:

Thermo Electron North America LLC
5225 Verona Road
Madison, WI 53711

Thermo Electron North America LLC
1400 Northpoint Parkway, Ste 50
West Palm Beach, FL 33407

Complete System Orders
Fax: 608-273-6882
E-mail: usmadorderprocessing@thermofisher.com

Complete System Orders
Fax #561-688-8731
E-mail: uspal.orderprocessing@thermofisher.com

Parts Orders
Fax #608-273-5045
E-mail: fseserviceorders@thermofisher.com

Parts Orders
Fax #561-688-8731
E-mail: fseserviceorder2@thermofisher.com

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

Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products. Thermo Electron North America LLC is not responsible for the installation, operation or warranty of any of these products. 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 INCLUDED ON 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.



5/12/10

Signature

Date

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.

Name (as shown on your income tax return)
Thermo Electron North America, LLC

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) **C** Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
770 Northpointe Parkway, Suite 100

City, state, and ZIP code
West Palm Beach, FL 33407

List account number(s) here (optional)

Requester's name and address (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:

- 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
- 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
- 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 ▶ *Susan Knapp* Date ▶ 1/1/2010

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,