



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
LBS10042

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

RFQ COPY

VENDOR

TYPE NAME/ADDRESS HERE
THERMO ELECTRON NORTH AMERICA LLC
1400 NORTHPOINT PKWY, STE 10
WEST PALM BEACH, FL 33407

SHIP TO

HEALTH AND HUMAN RESOURCES
ENVIRONMENTAL CHEMISTRY LAB
4710 CHIMNEY DRIVE
CHARLESTON, WV
25302 **304-558-3530**

DATE PRINTED 11/17/2009	TERMS OF SALE NET 30 DAYS	SHIP VIA TRUCK	F.O.B. DESTINATION	FREIGHT TERMS PREPAID & ADD
BID OPENING DATE: 12/17/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		490-55		
GAS CHROMATOGRAPH - MASS SPECTROMETER (GC-MS) INSTRUMENT TO ANALYSE FOR TRIHALOMETHANES (THM) AND VOLATILE ORGANIC CHEMICALS (VOC) AND TO PURCHASE A GAS CHROMATOGRAPH - ELECTRON CAPTURE DETECTOR (GC-ECD) INSTRUMENT TO ANALYZE FOR HALOACETIC ACIDS (HAA5) IN DRINKING WATER TO FULFILL REQUIREMENTS OF UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS FOR COMPLIANCE MONITORING OF PUBLIC WATER SYSTEMS. COMPLIANCE MONITORING TESTING IS REQUIREMENT OF A STATE'S PRINCIPAL LABORATORY MANDATED UNDER FEDERAL CODE AT 40 CFR 142.10(B)(4) FOR THE STATE TO MAINTAIN PRIMACY OVER IT'S DRINKING WATER PROGRAM. THE INSTRUMENT WILL ALSO SERVE THE PURPOSE OF PROTECTING PUBLIC HEALTH BY PROVIDING TESTING CAPABILITIES TO PRIVATE WELL OWNERS. THIS INSTRUMENT IS TO BE INSTALLED FOR USE BY THE OFFICE OF LABORATORY SERVICES ENVIRONMENTAL CHEMISTRY LABORATORY AT 4710 CHIMNEY DRIVE, SUITE G, CHARLESTON, WEST VIRGINIA 25302 >> PLEASE SEE ATTACHED SPECIFICATIONS/COST SHEET << CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						

RECEIVED
DEC 16 A 10:21
DEPARTMENT OF PURCHASING
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Valma Lewis</i>	TELEPHONE 800-532-4752	DATE 12/8/09
TITLE Order Entry Admin	FEBN 43-1992201	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F O B destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P O Box 50130, Charleston, WV 25305-0130.



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 Department of Administration
 Purchasing Division
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 1400 NORTHPOINT PKWY, STE 10
 WEST PALM BEACH, FL 33407

HEALTH AND HUMAN RESOURCES
 ENVIRONMENTAL CHEMISTRY LAB
 4710 CHIMNEY DRIVE
 CHARLESTON, WV 25302
 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/17/2009	NET 30 DAYS	TRUCK	DESTINATION	PREPAID & ADD
BID OPENING DATE: 12/17/2009		BID OPENING TIME 01:30PM		

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/1/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Valerie Lewis</i>	TELEPHONE 800-532-4752	DATE 12/8/09
TITLE Order Entry Admin	FEIN 43-1992201	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

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 ENVIRONMENTAL CHEMISTRY LAB
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SHIP TO

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BID OPENING DATE: 12/17/2009		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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:-----RW/FILE 22-----</p> <p>RFQ NO. :-----LBS10042-----</p> <p>BID OPENING DATE:---12/17/2009-----</p> <p>BID OPENING TIME:---1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 561-688-8731</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Valerie Leavitt</i>	800-532-4752	12/8/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Order Entry Admin	43-1992201	

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 Department of Administration
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**ROBERTA WAGNER
 304-558-0067**

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TYPE NAME/ADDRESS HERE
**THERMO ELECTRON NORTH AMERICA LLC
 1400 NORTHPOINT PKWY, STE 10
 WEST PALM BEACH, FL 33407**

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**HEALTH AND HUMAN RESOURCES
 ENVIRONMENTAL CHEMISTRY LAB
 4710 CHIMNEY DRIVE
 CHARLESTON, WV
 25302 304-558-3530**

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): VILMA FERMIN						
***** THIS IS THE END OF RFQ LBS10042 ***** TOTAL:						<u>\$109,914.86</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vilma Fermin</i>	TELEPHONE 800-532-4752	DATE 12/8/09
TITLE Order Entry Admin	FEIN 43-1992201	ADDRESS CHANGES TO BE NOTED ABOVE

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Gas Chromatograph – Mass Spectrometer

SPECIFICATIONS AND REQUIREMENTS:

The Environmental Chemistry Laboratory section of the Office of Laboratory Services is requesting to purchase a Gas Chromatograph – Mass Spectrometer (GC-MS) instrument to analyze for Trihalomethanes (THMs) and Volatile Organic Chemicals (VOCs)

1. A GC-MS instrument is needed to analyze THMs and VOCs in drinking water to fulfill requirements of United States Environmental Protection Agency (EPA) regulations for compliance monitoring of public water systems. Compliance monitoring testing is a requirement of a state's Principal State Laboratory mandated under federal code at 40 CFR 142.10(b)(4) for the state to maintain Primacy over its Drinking Water Program. The instrument will also serve the purpose of protecting public health by providing testing capabilities to private well owners. This instrument is to be installed for use by the Environmental Chemistry Laboratory located at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
2. The technology of this GC-MS instrument must be able to fulfill the requirements of United States Environmental Protection Agency (EPA) method 524.2 (1995, Revision 4.1) for THMs and VOCs, and the resolution and sensitivity capability must be able to meet or exceed the limits of detection and minimum reporting levels required for these regulated compounds as stipulated under the federal Safe Drinking Water Act, and the Stage 2 Disinfection Byproduct Rule.
3. The GC-MS Instrument must be fully automated for analysis with a system controller that is loaded with the necessary software. System controller software must be able to export data to the existing Laboratory Information Management System (LIMS).
4. The GC-MS Instrument system controller software must be able to fulfill all of the analytical and quality control requirements stated in the EPA Method 524.2 (Rev. 4.1) as well as the pertinent requirements listed in Chapter IV of the EPA "Manual for the Certification of Laboratories Analyzing Drinking Water, Fifth edition, January 2005", for the analysis of THMs and VOCs in drinking water.
5. GC-MS Instrument must be fully compatible with a system software controlled autosampler that is a part of a Purge and Trap concentrator sampling system manufactured by OI Analytical. The autosampler is OI Analytical Model 4551-A. The Purge and Trap is the OI Analytical Eclipse Model 4660. The OI Analytical autosampler and purge and trap have already been purchased separately.
6. The GC-MS Instrument must come with a split/splitless capillary column injector compatible with a Purge and Trap sampling interface.
7. The GC-MS Instrument must come with a column for method 524.2 volatiles analysis.
8. The GC-MS Instrument must come equipped with a quadrupole mass spectrometer.
9. The GC-MS Instrument must be capable of mass scan rates at a minimum of 10,000 amu/sec.

10. The GC-MS Instrument must be capable of detecting a wide mass range at a minimum of 1.5-1090 (Daltons).
11. The GC-MS Instrument must come equipped with a 179 L/sec turbomolecular pump vacuum system, or better
12. The GC-MS Instrument oven must be capable of a rapid cool-down rate, from 450°C to 50°C, in less than 6 minutes
13. The GC-MS Instrument system must operate on 110-120 V AC

Installation Requirements:

1. Vendor must install the GC-MS Instrument system in the Environmental Chemistry Laboratory in the Elk Office Center building at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
2. Vendor must provide to the Environmental Chemistry Laboratory (ECL) Program Manager all relevant information concerning the installation in a documented form at least 2 weeks prior to the scheduled installation
3. At the time of the GC-MS Instrument installation, Vendor must provide to the ECL Program Manager: All relevant system manuals for hardware components; system and application software documentation; a parts, supplies, accessories catalog
4. Vendor must include all necessary cables and fittings and other costs for installation in the submitted bid price.
5. Installation and on-site training must be completed within 90 days of delivery date

Training Requirements:

1. Vendor must provide, upon completion of installation, on-site training for Environmental Chemistry Laboratory personnel on the operation and user maintenance requirements of the GC-MS Instrument system.
2. All costs incurred by the Vendor including travel, lodging, and living expenses necessary to provide this basic training shall be included in the bid price.

Warranty Requirements:

1. Vendor must include in the total price of the equipment with at least 1-year factory warranty covering all system components.
2. Software support must be included as part of one-year warranty.
3. Warranty must include on-site service including labor, travel time, and expenses with a 24-hour on-site response time at no extra cost to maintain the specifications listed in this bid and the Vendor's product specifications (Vendor should include a copy of the warranty)
4. Warranty must begin upon acceptance of the completed installation and training.

Delivery Requirements:

1. The GC-MS Instrument and its components must be shipped for "inside delivery" by freight delivery company and must be delivered within 90 days of receipt of order
2. The GC-MS Instrument and its components must be shipped "F O B Destination" unless otherwise stated in quote by Vendor. Any shipping and handling requirements must be stated in Vendor's quote

Gas Chromatograph – Electron Capture Detector**SPECIFICATIONS AND REQUIREMENTS:**

The Environmental Chemistry Laboratory section of the Office of Laboratory Services is requesting for purchase a Gas Chromatograph – Electron Capture Detector (GC-ECD) instrument to analyze for Haloacetic Acids (HAA5)

1. A GC-ECD instrument is needed to analyze HAA5 in drinking water to fulfill requirements of United States Environmental Protection Agency (EPA) regulations for compliance monitoring of public water systems. Compliance monitoring testing is a requirement of a state's Principal State Laboratory mandated under federal code at 40 CFR 142.10(b)(4) for the state to maintain Primacy over its Drinking Water Program. The instrument will also serve the purpose of protecting public health by providing testing capabilities to private well owners. This instrument is to be installed for use by the Environmental Chemistry Laboratory at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
2. The technology of this GC-ECD instrument must be able to fulfill the requirements of United States Environmental Protection Agency (EPA) method 552.3 (2003, Revision 1.0) for Haloacetic Acids (HAA5) and the resolution and sensitivity capability must be able to meet or exceed the limits of detection and minimum reporting levels required for these regulated compounds as stipulated under the federal Safe Drinking Water Act, and the Stage 2 Disinfection Byproduct Rule.
3. The GC-ECD Instrument must be fully automated for analysis with a system controller that is loaded with the necessary software. System controller software must be able to export data to the existing Laboratory Information Management System (LIMS).
4. The GC-ECD Instrument system controller software must be able to fulfill all of the analytical and quality control requirements stated in the EPA Method 552.3 (Rev. 1.0) as well as the pertinent requirements listed in Chapter IV of the EPA "Manual for the Certification of Laboratories Analyzing Drinking Water, Fifth edition, January 2005", for the analysis of HAA5 in drinking water.
5. Instrument must be equipped with a system software controlled autosampler.
6. The GC-ECD Instrument must come with a split/splitless capillary column injector.

- 7 The GC-ECD Instrument must come equipped with a Primary GC Column for method 552.3 volatiles analysis. This is a DB-1701, 30-meter length, 0.25-mm i.d., 0.25- μ m film, fused silica capillary with chemically bonded (14% cyanopropylphenyl-methylpolysiloxane), or equivalent bonded, fused silica column
- 8 The GC-ECD Instrument must come equipped with a Secondary Confirmation GC Column. This is a DB-5 625, 30-meter length, 0.25-mm i.d., 0.25- μ m film, fused silica capillary with chemically bonded ("equivalent to" 5% phenylmethylpolysiloxane), or equivalent bonded, fused silica column
- 9 The GC-ECD Instrument must come equipped with a low volume, micro, Electron Capture Detector for each of the Primary and Secondary Confirmation columns
- 10 The GC-ECD Instrument system must operate on 110-120 V AC.

Installation Requirements:

1. Vendor must install the GC-ECD Instrument system in the Environmental Chemistry Laboratory in the Elk Office Center building at 4710 Chimney Drive, Suite G, Charleston, WV 25302.
2. Vendor must provide to the Environmental Chemistry Laboratory (ECL) Program Manager all relevant information concerning the installation in a documented form at least 2 weeks prior to the scheduled installation
3. At the time of the GC-ECD Instrument installation, Vendor must provide to the ECL Program Manager: All relevant system manuals for hardware components; system and application software documentation; a parts, supplies, accessories catalog
4. Vendor must include all necessary cables and fittings and other costs for installation in the submitted bid price
5. Installation and on-site training must be completed within 90 days of delivery date

Training Requirements:

- 1 Vendor must provide on-site training for Environmental Chemistry Laboratory personnel on the operation and user maintenance requirements of the GC-ECD, following completion of installation
- 2 Vendor must provide on-site training relevant to the acceptable performance of the EPA method 552.3
- 3 All costs incurred by the Vendor including travel, lodging, and living expenses necessary to provide this training shall be included in the bid price

Warranty Requirements:

- 1 Vendor must include in the total price of the equipment at least 1-year factory warranty covering all system components
- 2 Software support must be included as part of one-year warranty

-
- 3 Warranty must include on-site service including labor, travel time, and expenses to maintain the specifications listed in this bid and the Vendor's product specifications. (Vendor should include a copy of the warranty.)
 - 4 Warranty must begin upon acceptance of the completed installation and training

Delivery Requirements:

- 1 The GC-ECD Instrument and its components must be shipped for "inside delivery" by freight delivery company and must be delivered within 90 days of receipt of order
- 2 The GC-ECD Instrument and its components are to be shipped "F. O B. Destination" unless otherwise stated in quote by Vendor. Any shipping and handling requirements must be stated in Vendor's quote.

RFQ COST SHEET

Bidders shall provide a cost for the following:

Gas Chromatograph – Mass Spectrometer (GC-MS) \$ 72,657.86
Consisting of Primary Quote: 20132543R1

On-Site User Training (at installation of equipment) \$ Included


Gas Chromatograph – Electron Capture Detector (GC-ECD) \$ 36,507.00
Consisting of Quote No. 20132548R1

On-site User Training (at installation of equipment) \$ Included

Freight/Shipping Charge \$ 750.00

Total Cost \$ 109,914.86

The award will be made to the vendor with the lowest overall total cost of the equipment which meets all requested specifications and requirements. Payment will be made in arrears


Vendor Signature

12/8/09
Date

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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>.

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.

Vendor's Name: Thermop, Electron North America LLCAuthorized Signature: *Valerie Feeder* Date: 12/8/09

State of West Virginia

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: [Signature]

Date: 12/8/09 Title: Order Entry Administrator

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

ATTACHMENT
P O # LBS 10042

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

Agreed
Vilma Jensen 12/8/09
Signature Date

Order Entry Administrator
Title

Thermo Electron North America LLC
Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: Ithermo Electron North America LLC

Signed: _____

Signed: 

Title: _____

Title: Order Entry Administrator

Date: _____

Date: 12/8/09

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

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
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Please include the following with your PO:

Payment terms: Net 30 days

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

Tax Status: Taxable or Tax Exempt

Your standard PO terms & conditions if applicable

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20132543R1	12/10/2009	30-45 Days ARO	1 / 7
Contact Info	Phone No.	Payment Terms	Valid To
MICHAEL BLACK	919-787-9965	NET 30 DAYS UPON INVOICE DATE	12/30/2009
Inco 1	Inco 2	Shipping Method	
DEST. PREPAY & ADD	PREPAY AND ADD	Pilot Economy 5 Day	

1400 Northpoint Pkwy Ste 10,
West Palm Beach, FL 33407-1976

Submitted To: 0001042429

ROBERTA WARNER
STATE OF WEST VIRGINIA
DEPT OF ADMINISTRATION
PURCHASING DIV. /RFQ LBS10042
DUE DATE: 12/17/09 @ 1:30PM
2019 WASHINGTON STREET, EAST
CHARLESTON WV 25311

REF: RFQ LBS10042
DUE DATE & TIME: 12/17/09 @ 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

*****PRIMARY QUOTE*****

*****GC-MS FOR EPA METHOD 524.2*****

Item	Material No.	Description	Qty	Unit Price	Total Price
10	FOCUSDSQII-115LTV	Focus DSQ II Performance Bundle (115V)	1 EA	62 205.00	62 205.00 USD

Complete GC/MS system package includes FOCUS gas chromatograph, split/splitless injector, and DSQ II single quadrupole mass spectrometer with a 250l/sec turbomolecular pump, and data system (115V)

GC/MS system utilizing the FOCUS gas chromatograph, split/splitless inlet with 1000kPa digital pressure flow control, multi-level temperature control with a maximum oven temperature of 350o C.

The DSQ II is a linear quadrupole with an integrated curved quadrupole pre-filter to eliminate background source noise. Mass range is 1-1050 amu with a maximum scan speed of 11 000 amu/sec with unit resolution across the mass range. The Dura Brite™ source is designed to optimize ionization while extending time between cleanings. The electron impact ion source, independently heated up to 300o C, is designed with removable ion volumes providing easy source maintenance. New DynaMax XR detector and electrometer offer the widest dynamic range for ion detection with over 6 orders of dynamic range. Ion detection is achieved via an off-axis 10 kV conversion dynode & electron multiplier. The system is equipped with a 250 L/s turbo molecular pump. The system is capable of acquiring spectra in both profile and centroid modes. Available scan modes are Full Scan / SIM (100 sets of 240 ions), sequential Full Scan / SIM modes of mass analysis.

The system is supplied with a complete data system including the following: Minimum 2.8 GHz Pentium™ 4 processor; with 1 GB SDRAM, 40 GB Ultra ATA hard drive, 3.5 disk drive, and 48 max CD-RW. 17" Dell 1704FP color monitor, 16Mb ATI Rage Ultra video driver, Quietkey PS/2 keyboard, PS/2 IntelliPoint mouse, and pre-installed Microsoft Windows XP, Microsoft Office Pro and Xcalibur. An additional single license copy of Xcalibur on CD-ROM is included for data reprocessing on a second PC (not included). This includes a voucher for choice of training courses at the Thermo Electron Training Institute and a 12 month warranty. Printer not included; however all Windows XP printer options are supported.

Promotion ABS 7 340.00 - USD
Net Value For Item 54 865.00 USD

14	119265-0001	VACUUM PROBE INTERLOCK	1 EA	4 535.00	4 535.00 USD
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Sales Quotation

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 10
West Palm Beach, FL 33407-1976

Quote No.	Create Date	Exp. Delivery Time	Page
20132543R1	12/10/2009	30-45 Days ARO	2 / 7
Contact Info	Phone No.	Payment Terms	Valid To
MICHAEL BLACK	919-787-9965	NET 30 DAYS UPON INVOICE DATE	12/30/2009
Inco 1	Inco 2	Shipping Method	
DEST PREPAY & ADD	PREPAY AND ADD	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
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15	PROMO 2009 VPI	PROMO VACUUM INTERLOCK	1 EA	4,535.00 -	4,535.00 - USD
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20	76473-0525	HANDSHAKE CABLE TRACE/FOCUS GC	1 EA	98.00	98.00 USD
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30	19050200	P&T ADAPTER KIT (Velocity Only)	1 EA	1,495.00	1,495.00 USD
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40	26RV495P	TR-524 COLUMN 20M x 0.18MM x 1.0UM	1 EA	612.00	612.00 USD
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TR-524 Column 20m x 0.18mm x 1.0um

50	701-628000	ONSITE GC/MS APPLICATIONS SUPPORT	2 EA	2,200.00	4,400.00 USD
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Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20132543R1	12/10/2009	30-45 Days ARO	3 / 7
Contact Info	Phone No.	Payment Terms	Valid To
MICHAEL BLACK	919-787-9965	NET 30 DAYS UPON INVOICE DATE	12/30/2009
Inco 1	Inco 2	Shipping Method	
DEST PREPAY & ADD	PREPAY AND ADD	Pilot Economy 5 Day	

1400 Northpoint Pkwy Ste 10,
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
------	--------------	-------------	-----	------------	-------------

Onsite GC/MS Applications Support

~ This service will provide the customer with onsite applications support and assist with transferring analytical methods from their existing instrumentation to a TFS GC/MS (Single Quad or Ion Trap) product.
 ~ The number of days of support will be predetermined prior to quoting and requires pre-approval of a Regional Sales Manager and Applications Support Manager

Important note:

~ This is not a formal training course and should not be substituted for any training course currently offered by TFS
 ~ A prerequisite will be that the customer has prior GC/MS experience and/or has experience with the TFS GC/MS product
 ~ It is also strongly recommended that the customer has completed one of the formal GC/MS training programs offered by TFS

60	701-114200	UPGRADE TO 48-HOUR ON-SITE RESPONSE	1 EA	1,640 00	1 640 00 USD
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2-Day Guaranteed Response - US Only

~ Covers 5 days a week, 8 hours a day excluding holidays
 ~ Onsite response is within 48 hours of service call

70	701-113300	UPGRADE TO24X5 ON-SITE FIELD SERVICE	1 EA	9 547 86	9,547 86 USD
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24x5 On-site Field Service

90	SHIPPING/HANDLING	Shipping And Handling	1 EA	350 00	350 00 USD
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Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20132543R1	12/10/2009	30-45 Days ARO	4 / 7
Contact Info	Phone No.	Payment Terms	Valid To
MICHAEL BLACK	919-787-9965	NET 30 DAYS UPON INVOICE DATE	12/30/2009
Inco 1	Inco 2	Shipping Method	
DEST. PREPAY & ADD	PREPAY AND ADD	Pilot Economy 5 Day	

1400 Northpoint Pkwy Ste 10,
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
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Total 73,007.86 USD

The item in the list below is optional. The price is not included in the Quotation final amount.

80	120306-0001	ENVIROLAB FORMS 2 5SP1 QF SOFTWARE A	1 EA	935.00	935.00 USD
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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 Seller's 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 10
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.


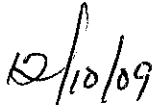
Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products. Thermo Electron North America LLC is not responsible for the installation, operation or warranty of any of these products. Thermo Electron North America LLC manufacturers may provide their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

Quote No.	Create Date	Exp. Delivery Time	Page
20132548R1	12/10/2009	30-45 Days ARO	1 / 9
Contact Info	Phone No.	Payment Terms	Valid To
MICHAEL BLACK	919-787-9965	NET 30 DAYS UPON INVOICE DATE	12/30/2009
Inco 1	Inco 2	Shipping Method	
DEST PREPAY & ADD	PREPAY AND ADD	Pilot Economy 5 Day	

1400 Northpoint Pkwy Ste 10,
West Palm Beach, FL 33407-1976

Submitted To: 0001042429

ROBERTA WARNER
STATE OF WEST VIRGINIA
DEPT OF ADMINISTRATION
PURCHASING DIV. /RFQ LBS10042
DUE DATE: 12/17/09 @ 1:30PM
2019 WASHINGTON STREET, EAST
CHARLESTON WV 25311

REF: RFQ LBS10042
DUE DATE & TIME: 12/17/09 @ 1:30 PM
FEIN: 43-1992201
D&B: 13-838-8090

*****GC FOR EPA METHOD 552 3*****

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	K27314001400000	TRACE GC	1 EA	21 355 00	21 355 00 USD

20 T102 Trace GC Ultra Mainframe + keyboard 115V 1 EA *Included In Item 10

T102 TRACE ULTRA MAIN FRAME 115V

Incorporating a wide range of high quality solutions in the field of injector and detector technology as well as an ultra-stable, fast column oven packed in an efficient ergonomic design, TRACE GC Ultra makes excellence, innovation and ease of use available, at a very competitive price for QC/QA laboratories besides the traditional R&D centers

TRACE GC Ultra is designed to be easily configured with up to two injectors and three detectors at any time. A specially designed top cover cassette housing pre-plumbed and equipped with thoroughly insulated injectors and detector base bodies permits upgrading from a simple single column, single injector configuration into a more complete analytical layout. An ultra-stable, ultra-fast heating and cooling column oven is capable of utmost precision and reproducibility from near ambient up to 450°C provides fast analysis time.

Column Oven

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

Keyboard/User interface

- * Four line display and 54 keys It controls all instrument functions including injector/detector temperatures, carrier and detectors gases pressures/flows, and oven temperatures and detectors signals It is capable to store up to ten complete methods and sequences with battery back up retaining operating parameters for an unlimited period.

Sales Quotation

Thermo Electron North America LLC

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Inco 1	Inco 2	Shipping Method	
DEST PREPAY & ADD	PREPAY AND ADD	Pilot Economy 5 Day	

To place an order
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 Fax: 561-688-8731
 eMail: uspal_orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price
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Additional features available include: real time clock programming (with auto-start), instrument start-up diagnosis, real time system diagnosis, on-line help on each parameter logbook with deviation records for temperature pressure and flows, and local keyboard lock

Requires selection of set up, inlet and detector options and operation in 115v 50/60 Hz

30	T207	SPLIT/SPLITLESS INJECTOR	1 EA	*Included In Item 10
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T207 Optimized Split/Splitless Injector

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

40	T303	Digital Pressure Flow ctrl (1000kPa max)	1 EA	*Included In Item 10
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T303 Digital Pressure/Flow control (1000 kPa)

Electronic carrier gas control is performed through an integrated pressure and mass flow controller which allows direct setting of the most appropriate column pressure or mass flow rate required for any application. Featuring a built-in capability to measure true column resistance, the system regulates carrier gas column flow rate through pressure programming with Split/splitless, On-column and PTV injectors. Packed column injector operates according to direct flow control mode. Purge packed injector may be programmed to operate in both modes. Pressure regulation is available in the range from 10 to 1000 kPa (145 psi) in steps of 1Kpa, 0.1 psi, or 0.01 bar. Up to three pressure/flow programming ramps are available. The system also features: An automatic calibration test which accurately measures and stores column parameters therefore avoiding the need of entering unknown or unsure column parameters. Compensation for ambient variation of pressure and temperature. The column flow regulation is available in different scales: with Split/splitless, On-column and PTV injectors, from 0.1 to 100 ml/min in 0.1 ml/min increments with He, N2 or H2 as carrier. with Packed and Purge packed injectors, from 5 to 500 ml/min in 0.1 ml/min increments with He and H2 as carrier, with Packed and Purge packed injectors, from 7 to 70 ml/min in 0.1 ml/min increments with N2 as carrier. Additionally the split/splitless and PTV injectors also include: a high precision mass flow controller in the split line allowing split flow to be controlled in the range of 10 and 20 to 500 ml/min when He or H2 are used respectively as carrier gas and 10 to 450 ml/min with

Sales Quotation

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MICHAEL BLACK	919-787-9965	NET 30 DAYS UPON INVOICE DATE	12/30/2009
Inco 1	Inco 2	Shipping Method	
DEST. PREPAY & ADD	PREPAY AND ADD	Pilot Economy 5 Day	

1400 Northpoint Pkwy Ste 10,
West Palm Beach, FL 33407-1976

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

Item	Material No.	Description	Qty	Unit Price	Total Price
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N2, a fixed calibrated flow regulator in the purge line supplying 5 ml/min of He, or 4.5 ml/min of N2, or 10 ml/min of H2 according to the carrier gas used the carrier gas saver feature programmable in time

50	T401	BASEBODY ELECTRONIC ECD	2 EA	*Included In Item 10
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T401 Base body with DGFC (Digital Gas Flow Control) for ECD operation only

This option includes a complete base body with dedicated pneumatic control. The base body allows the column to enter directly into the detector cell therefore eliminating any dead volume responsible for extra column band broadening effects. The temperature of the base body is finely controlled in the range 50°C to 450°C in 1°C increments. The electronic control of detector gas includes a dedicated mass flow controller for operation with N2 (0-90 ml/min) or Ar_CH4 (0-75 ml/min). The system is therefore suitable for operation with ECD only.

60	T504	ECD for US	2 EA	*Included In Item 10
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70	41910640	ASSY ECD CELL TRACE	2 EA	*Included In Item 10
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A copy of the license must be forwarded to Thermo Electron Factory in Austin. Send to the attention of the Radiation Safety Officer. This copy MUST be on file before the cell can be shipped and will be checked for compliance with all the steps below.

NRC License information is mandatory and the following needs to be entered on the sales order:

1. License number for customer with the current date of expiration
2. Name of Customer and not broker-leaser- etc Physical address as shown on license City state and zip Contact name and telephone number

Sales Quotation

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1400 Northpoint Pkwy Ste 10,
West Palm Beach, FL 33407-1976

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MICHAEL BLACK	919-787-9965	NET 30 DAYS UPON INVOICE DATE	12/30/2009
Inco 1	Inco 2	Shipping Method	
DEST PREPAY & ADD	PREPAY AND ADD	Pilot Economy 5 Day	

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80	76317-0501	CONNECTOR Y	1 EA	130 00	130 00 USD
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90	25117562	AS3000 II FOR TRACE RIGHT SIDE	1 EA	7 655 00	7 655 00 USD
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100	19098000	ASSY TRACE INSTALLATION KIT	1 EA	535 00	535 00 USD
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110	43233150	ChromQuest 5 0 for TRACE Ultra	1 EA		Included
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120	119266-0001	ASSY DATA SYSTEM STANDARD	1 EA	1 705 00	1 705 00 USD
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Workstation Computer is a high end PC with
 Minimum Configuration of:
 Optiplex 745 Mini-Tower, Dell Computer
 Pentium 4 Processor 915 2.8GHz, 2X2M, 800MHz FSB)
 1.0GB DDR2 2X512 Non-ECC SDRAM 667MHz (1DIMM)
 17" Flat Panel Monitor
 Video Card-128 MB X 1300 graphics DVI w/VGA Adapter

Sales Quotation

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Inco 1	Inco 2	Shipping Method	
DEST. PREPAY & ADD	PREPAY AND ADD	Pilot Economy 5 Day	

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Item	Material No.	Description	Qty	Unit Price	Total Price
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TV out
 80 GB Hard Drive-3.0 GB/s, 8MB Databurbs Cache
 Single NTFS Partition
 3.5" 1.44MB Diskette Drive
 WindowsXP Professional w/Media-Service Pack 2
 CD-ROM R/W DVD R only Drive 48X/32X CRRW/DVD SATA
 combo
 2 Independent 10Base-T Ethernet Ports
 Data System compatible for use with
 Chromquest

130	260Q142P	30m TR1701 0 25 0 25u	1 EA	441 00	441 00 USD
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140	26RX142P	TR-525 GC COLUMN 30M X 0 25MM X 0 25UM	1 EA	686 00	686 00 USD
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Tr-525 Gc Column 30m X 0 25mm X0 25um

150	701-627900	ONSITE GC APPLICATIONS SUPPORT	2 EA	2 000 00	4 000 00 USD
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Onsite GC Applications Support

~ This service will provide the customer with onsite applications support and assist with transferring analytical methods from their existing instrumentation to a TFS GC product
 ~ The number of days of support will be predetermined prior to quoting and requires pre-approval of a Regional Sales Manager and Applications Support Manager

Important note:

~ This is not a formal training course and should not be substituted for any training course currently offered by TFS
 ~ A prerequisite will be that the customer has prior GC experience and/or has experience with the TFS GC product.
 ~ It is also strongly recommended that the customer has completed one of the formal GC training programs offered by TFS

Sales Quotation

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180	SHIPPING/HANDLING	Shipping And Handling	1 EA	400 00	400 00 USD
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190	GSC1	DSQ, PROMO, USED W/BUND DSQEIAI115/23	1 EA		
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Promo Description: Purchase a Trace GC and receive a consumables voucher for \$1000 in columns and vials

Total 36,907 00 USD

The items in the list below are optionals. Their prices are not included in the Quotation final amount.

160	701-114200	UPGRADE TO 48-HOUR ON-SITE RESPONSE	1 EA	1 640 00	1 640 00 USD
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2-Day Guaranteed Response - US Only
 ~ Covers 5 days a week, 8 hours a day excluding holidays
 ~ Onsite response is within 48 hours of service call

170	701-113300	UPGRADE TO 24X5 ON-SITE FIELD SERVICE	1 EA	9 547 86	9 547 86 USD
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24x5 On-site Field Service

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 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 10
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

12/10/09

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.

Print or type
See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number 43-1992201

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Austin Krupp

Date ▶ 06/17/2009

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

12/8/09

State of West Virginia
Dept. of Admin/Purchasing Div.
Charleston, WV
RE: RFQ LBS 10042


Dear Sir or Madam:

Thank you for considering Thermo Fisher Scientific for your GC and GCMS needs regarding RFQ LBS 10042. Our bid proposal meets all specifications in the RFQ. This includes the 24 hour warranty period for the GCMS and the standard 72 hour warranty period for the GC. Also included after the installation and initial training, are a minimum of 2 days of training by an application specialist for each instrument.

Regarding the GCMS application of EPA method 524.2, that method has already been extensively developed by the Thermo Scientific division and will be loaded into the software. Also we have included in the quotation, the necessary adapters for the RFQ specified OI Analytical Purge and Trap plus autosampler. That is the same Purge and Trap apparatus that is normally provided with the Thermo Scientific GC & GCMS.

If there are any questions about our bid response, I would be the best contact.

Sincerely,



Mike Black
ThermoFisher Scientific
Thermo Scientific Division
Sales Representative
919-845-6141
mike.black@thermofisher.com

Summary of Thermo Scientific Warranty for GC & GCMS

Warranty

The Warranty is designed for customers with sustained operations and delivers an essential blend of hardware and software support that will help you boost productivity. The Warranty provides the assurance that your instruments will perform at a high level, provide the data you need when you need it, and your lab will keep pace with the rapidly changing environment of today and tomorrow

Extended Warranty Features:

- ~ Unlimited number of demand on-site service visits with a maximum 72-hour response; with additional cost, 48 and 24 - hour response warrantees are also often available depending on location
- ~ Engineer labor and travel is included
- ~ Priority status for technical support inquiries, response within 2 hours
- ~ Thermo Scientific supplied personal computers are covered
- ~ Factory-certified replacement parts included
- ~ Software updates and notifications
- ~ Subscription to e-Support Online Technical Resources

Base Coverage Exclusions:

Consumable items and parts such as bottles, calibration materials, caps, all Columns, data media, ferrules, filaments, filters, frits, gases, gaskets, injection port liners, integrator paper, ion exchange resin, lamps, photomultipliers, pump oil, reaction tubes, septa, source ceramics, vials, mobile phases, autosampler, DEP emitters, electron multipliers, glass jet separators, heated capillaries, ion gauges, ion volumes. Also excluded is operator training, sample concentrator plumbing, and work related to radioactive sources.

The Thermo Scientific warranty is also described in item 7 of the Terms and Conditions of the Thermo quotation.