

August 2, 2011

State of West Virginia, Purchasing Div Dept of Administration, Bldg 15 2019 Washington Street East Charleston, WV 25305

Re: RFQ No. LBS12025

Dear Ms. Wagner,

This submittal supersedes previous response submitted on 8/1/11.

Thank you,

Vilma Fermin

Order Entry Administrator

Thermo Electron North America LLC

1400 Northpoint Pkwy, Ste 10

West Palm Beach, FL 33407

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THE DESIGNATION



State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

LBS12025

P	AGE

ROBERTA WAGNER 304-558-0067

RFQ COPY

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167-ELEVENTH AVENUE SOUTH CHARLESTON, WV 25303 304-558-3530

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	Order Entry	Administrator	EIN 43-	19922	01	ADDRESS CHA	MGES	TO BE NOTED ABOVE

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

SHIP VIA

LBS12025

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FREIGHT TERMS

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նիկարդունիցնինիկիկայիությիրներների Thermo Electron North Ameria LLC 1400 Northpoint Parkway Suite 50 West Palm Beach, FL 33407

ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER 104-558-0067

HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES

þ 167-ELEVENTH AVENUE SOUTH CHARLESTON, WV 25303 304-558-3530

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TERMS OF SALE O PATEPRUTER /2011 BID OPENING DATE: BID OPENING TIME 01:30PM CAT NO. AMOUNT LINE QUANTITY UOP ITEM NUMBER UNITPRICE WHITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/19/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUB-STANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, CHARLESTON, WV 2531 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNEROWV.GOV 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 REJECTION OF THE BID. THE STATE RESERVES THE RIGHT WAIVE MINOR TRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. VENDOR PREFERENCE CERTIFICATE THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVATLABLE HERE: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 800-532-4752 7/29/11 **ADDRESS CHANGES TO BE NOTED ABOVE** 43-1992201 Order Entry Administrator



SIGNATURE

RFQ COPY

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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Thermo Electron North Ameria LLC 1400 Northpoint Parkway Suite 50

Request for Quotation

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ROBERTA WAGNER 304-558 0067

HEALTH AND HUMAN RESOURCES
BPH - LABORATORY SERVICES

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	West Palm Beach, FL 33407 SOUTH CHARLESTON 25303	, WV 304-558-3530
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	HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PD	
	NOTICE	
	A SIGNED BID MUST BE SUBMITTED TO:	
	DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION	
	BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130	
	PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED	
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:	OF
	SEALED BID	
-	BUYER:RW/FILE 22	
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	BID OPENING DATE:8/4/2011	
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	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:	
	561-688-8731	

Order Entry Administrator 43-1992201

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE

800-532-4752

DATE

7/29/11



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for
Quotation

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ROBERTA WAGNER

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DATE PRINTED TERMS OF SALE

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167-ELEVENTH AVENUE
SOUTH CHARLESTON, WV
25303 304-558-3530

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Gas Chromatography (GC) - Electrode Capture Detector (ECD)

The State of West Virginia, Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Office of Laboratory Services (OLS), Environmental Chemistry Section is seeking to purchase three (3) laboratory bench style Gas Chromatography (GC) - Electrode Capture Detector (ECD) for the analysis of Organohalide Pesticides and commercial Polychlorinated Biphenyl products in drinking water, chlorinated acids in drinking water 1,2- Dibromomethane (EDB) and 1,2-Dibromo-3-Chloro-Propane (DBCP) in drinking water per the following specifications and requirements.

The GC-ECD instruments with Autosamplers are needed to analyze for pesticides, herbicides and synthetic organic compounds in drinking water to fulfill requirements of the US 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 of regulations at 40 CFR 142.10(b)(4) for the state to maintain Primacy over its Drinking Water Program. The instruments will also serve the purpose of protecting public health by providing testing capabilities to private well owners.

Vendor must provide technical specifications and documentation that contains specific language depicting that the primary and confirmation analytical columns provided meets the requirements herein if bidding on "equivalent bonded, fused silica column".

SPECIFICATIONS AND REQUIREMENTS:

Vendor must provide three (3) laboratory bench style GC-ECD instrument systems with autosamplers. Vendor must also provide a computer, monitor, laser printer and any incidentals for each GC-ECD instrument. The first GC-ECD must be able to fulfill the requirements of the US EPA method 505 revision 2.1 for organohalide pesticides and commercial polychlorinated biphenyl products in drinking water, the second GC-ECD must be able to fulfill the requirements of the US EPA method 504.1 revision 1.1 for chlorinated acids in drinking water and the third GC-ECD must be able to fulfill the requirements of the US EPA method 515.4 revision for 1,2- Dibromomethane (EDB) and 1,2-Dibromo-3-Chloro-Propane (DBCP) in drinking water and must meet all of the following mandatory specifications.

GC SPECIFICATIONS:

- 1. GC must include two split/splitless injection ports suitable for use with capillary columns
- 2. GC must include two temperature controlled injector ports
- 3. GC must include two temperature controlled detectors
- 4. GC must include a temperature controlled oven
- 5. GC must include two Linearized Micro-Electron Capture Detectors
- 6. GC must include a system controller and software.
- 7. GC must operate on 110-120 V AC
- 8. GC software must be compatible with and operate the autosampler provided by the vendor.

GC for the analysis of US EPA Method 505 Revision 2.1 analytes

- 1. GC must include a primary column for the parameters delineated in EPA 505 revision 2.1. This is a DB-1, 30 Meter X 0.32mm ID X 1.0 μm film, fused silica capillary with chemically bonded (100% Dimethyl Polysiloxane) or equivalent bonded, fused silica column.
- 2. GC must include a *confirmation column for the parameters delineated in EPA 505 revision 2.1. This is a OV-17, 25 Meter X 0.32mm ID X 1.5 μ m film, fused silica capillary with chemically bonded (50% Phenyl / 50% Methyl Siloxane) or equivalent bonded, fused silica column.

GC for the analysis of US EPA Method 504.1 Revision 1.1 analytes

- 1. GC must include a primary column for the parameters delineated in EPA 504.1 revision 1.1. This is a DB-1, 30 Meter X 0.25mm ID X 1.0 μm film, fused silica capillary with chemically bonded (100% Dimethyl Polysiloxane) or equivalent bonded, fused silica column.
- 2. GC must include a *confirmation column for the parameters delineated in EPA 504.1 revision 1.1. This is a DB-624, 30 Meter X 0.32mm ID X 1.8 μm film, fused silica capillary with chemically bonded (6% Cyanopropylphenyl / 94% Dimethyl Polysiloxane) or equivalent bonded, fused silica column.

GC for the analysis of US EPA Method 515.4 Revision 1.0 analytes

- 1. GC must include a primary column for the parameters delineated in EPA 515.4 revision 1.0. This is a RTX-1701, 180 μ m I.D., fused silica capillary with chemically bonded (14% cyanopropylphenyl / 86% methylpolysiloxane) or equivalent bonded, fused silica column.
- 2. GC must include a *confirmation column for the parameters delineated in EPA 515.4 revision 1.0. This is a DB-5, 180 μm I.D., fused silica capillary with chemically bonded (5% phenyl / 95% methylpolysiloxane) or equivalent bonded, fused silica column.

AUTOSAMPLER SPECIFICATIONS:

- 1. Autosampler will be required for both injection ports
- 2. Autosampler must include a syringe kit.
- 3. Autosampler must be capable of injecting at a minimum 1µL of liquid.
- 4. Autosampler must include a 50+ sample tray.

^{*}Confirmation column must be made of a different stationary phase then the primary column.

^{*}Confirmation column must be made of a different stationary phase then the primary column.

^{*}Confirmation column must be made of a different stationary phase then the primary column.

- 5. Autosampler must include at a minimum two solvent reservoirs.
- 6. Autosampler must include at a minimum two waste reservoirs.
- 7. Autosampler must have the ability to add an internal standard.

INSTALLATION REQUIREMENTS:

- Vendor must install the GC-ECD instruments at the Office of Laboratory Services, Environmental Chemistry Laboratory located at 4710 Chimney Drive Suite G, Charleston, West Virginia, 25302.
- 2. Installation must be completed within 90 days of delivery date.
- 3. Successful vendor is required to provide a certificate of Workers' Compensation.
- Successful vendor shall furnish proof of commercial general liability insurance prior to issuance of contract. Unless otherwise specified in the bid documents, the minimum amount of insurance coverage required is \$250,000.

TRAINING REQUIREMENTS:

- Vendor must provide, upon completion of installation, 2 days on-site training for the Environmental Chemistry Laboratory Personnel on the operation and user maintenance requirements of the CG-ECD.
- 2. All costs incurred by the Vendor including travel, lodging, and living expenses necessary to provide this basic training must be included in the bid price.

WARRANTY REQUIREMENTS:

- Vendor must include in the total price of the equipment at least a one-year factory warranty covering all system components of the integrated GC-ECDs with autosamplers.
- 2. The warranty covering all system components of the integrated GC-ECDs with autosampler and GC operating software must include telephone support during vendor's normal business hours, on-site service/maintenance including labor, travel time and expenses with a 72-hour on-site response time at no extra cost to maintain the specifications listed in the bid and the Vendor's product specifications. (Vendor should include a copy of the warranty.)
- 3. Vendor must include a one year extended warranty covering all systems components of the integrated GC-ECDs with autosampler and GC operating software after the initial one year warranty expires.

DELIVERY REQUIREMENTS:

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

Bidders shall provide a cost for the following:

Item #:	Quantity:	Description:	Unit Cost	Total Cost
1.	1 each	Gas Chromatography Electrode Capture Detector GC-ECD with Autosampler For organohalide pesticides and commercia Polychlorinated biphenyl products in Drinking water		\$38,876.17
2.	1 each	Gas Chromatography Electrode Capture Detector GC-ECD with Autosampler for Chlorinated acids in drinking water	\$12,958.72	\$ <u>38,876.17</u>
3.	1 each	Gas Chromatography Electrode Capture Detector GC-ECD with Autosampler for 1,2-Dibromomethane (EDB) and 1,2- Dibromo-3-Chloro-Propane (DBCP) in Drinking water	\$ <u>12,958.72</u>	\$38,876.16
4.	1 each	On-Site User Training (at installation of equipment)	\$1,800.00	\$_1,800.00
5.	1 each	Freight/Shipping Charge	\$_0.00	\$_0.00
6.	1 each	Extended Warranty	\$ 5,959.80	\$ 17,879.40
		Grand Total	\$ <u>136</u>	,307.90

The award will be made to the vendor with the lowest overall total cost of the equipment with all software included, training/installation and shipping charges which meet all requested specifications and requirements. Payment will be made in arrears.

Vendor Signature

7/29/11

Date

10

State of West Virginia

N/A

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.
require against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency acted from any unpaid balance on the contract or purchase order.
authori the req deeme	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true scurate in all respects; and that if a contract is issued to Bidder and If anything contained within this certificate es during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder	:Signed:
	Tales

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

ATTACHMENT P.O.# LBS 12025

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

Velma Germen 1/29/11	,,	.,,,
Signature Date	Signature	Date
Order Entry Administrator		
Title	Title	
Thermo Electron North America LLC		
Company Name	Agency/Division	1

WV-96 Rev. 10/07

AGREEMENT ADDENDUM

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

- 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.
- HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety, 2.
- 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. 3.
- 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 4. or any other party.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears. 5.
- 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. 6.
- RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted. 7.
- 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. 8.
- 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. 9.
- 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. 10.
- 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. 11.
- 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. 12.
- 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. 13.
- 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. 14.
- 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. 15.
- RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties. 16.
- 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. 17.
- 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. 18.
- ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted. 19.
- 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. 20.
- AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General. 21.

ACCEPTED BY: STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: Thermo Electron North America LLC
Signed:	Signed: Vine Flyne Order Entry Administrator
Title:	
Date:	Date: 7/29/11

RFQ No. LBS 12025

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Thermo, Electron North Am	merica LLC			
Authorized Signature: Velner Ferne	<i>→</i>	Date:7	//29/11	
State of Florida	4			
County of Palm Beach , to-wit:	45			
Taken, subscribed, and sworn to before me this 29 day of			, 20 <u>11</u> .	
My Commission expires Deleuser 30	, 20 <u>/(</u>			n/
AFFIX SEAL HERE	NOTARY PUBLIC_	Maria	runo L	Liowe







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 13-838-8090

D&B: 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: 800-532-4752

Lockbox/Check Payments

Electronic Payments

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

Please include the following with your PO:

Payment terms: Net 30 days

Freight terms: FOB Destination, Prepaid Tax Status: Taxable or Tax Exempt

Your standard PO terms & conditions if applicable

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time		Page
20209030	07/29/2011	30-45 Days ARO		1/13
Contact Info	Phone No.	Payment Terms		Valid To
LORI DOLATA	412-650-9368	NET 30 DAYS UPON INVOICE DATE		09/30/2011
Inco 1	Inco	2	Shipping Method	
DEST. PREPAID	PREPA	Y Pilot Economy 5 Day		ny 5 Day

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

Submitted To:

1042429

ROBERTA WARNER STATE OF WEST VIRGINIA PURCHASING DIVISION REF: RFQ LBS12025
DUE DATE & TIME: 8/4/11 @ 1:30 PM
2019 WASHINGTON ST., EAST BLDG 15
CHARLESTON WV 25311

REF: RFQ LBS12025

DUE DATE & TIME: 8/4/11 @ 1:30 PM

FEIN: 43-1992201 D&B: 13-838-8090 CAGE CODE: 3WXJ7 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	K27314731400000	TRACE GC	3 EA		

K2/314/31400000

TRACE GC

20 T102 Trace GC Ultra Mainframe + keyboard 115V

3 FA

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.

Exp. Delivery Time

30-45 Days ARO

Payment Terms

NET 30 DAYS UPON INVOICE DATE

Create Date

07/29/2011

Phone No.

412-650-9368

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Page	
2/13	140
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9/30/2011	

Thermo Electron North America LLC

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

DEST. PREPAID To place an order

Contact Info

LORI DOLATA

Inco 1

Quote No.

20209030

Call:

800-532-4752 561-688-8731

Fax: eMail:

uspal.orderprocessing@thermofisher.com

Inco 2

PREPAY

Item	Material No.	Description	Qty	Unit Price	Total Price
ESCHOLA ST			PRODUCTION OF THE PARTY OF THE		

0

Shipping Method

Pilot Economy 5 Day

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

6 EA

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)

6 EA

T303 Digital Pressure/Flow control (1000 kPa)

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

Thermo Electron North America LLC

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20209030	07/29/2011	30-45 Days ARO	3/13
Contact Info	Phone No.	Payment Terms	Valid To
LORI DOLATA	412-650-9368	NET 30 DAYS UPON INVOICE DATE	09/30/2011
Inco 1	Inco	2 Shipping	Method
DEST. PREPAID	PREP	AY Pilot Econor	ny 5 Day

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

To place an order

Call:

800-532-4752 561-688-8731

Fax: eMail:

uspal.orderprocessing@thermofisher.com

Item Material No.	Description	Qty	Unit Price	Total Price
		SET CHEST STREET		

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

6 EA

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

6 EA

70 41910640

ASSY ECD CELL TRACE

6 EA

TRACE GC Sub-Total:

74,820.00 USD

Sales Rep Disc %:

5,985.60 - USD

TRACE GC Total:

68,834.40 USD

80 19050086

START KIT FOR GC

3 EA



Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20209030	07/29/2011	30-45 Days ARO	4/13
Contact Info	Phone No.	Payment Terms	Valid To
LORI DOLATA	412-650-9368	NET 30 DAYS UPON INVOICE DATE	09/30/2011
Inco 1	Inco	2 Shipping	Method
DEST. PREPAID	PREPA	AY Pilot Econor	ny 5 Day

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

To place an order

Call:

800-532-4752 561-688-8731

Fax: eMail:

uspal.orderprocessing@thermofisher.com

CIVIA	uspai.orderprocessing@mermonsner.com					
Item	Material No.	Description	Qty	Unit Price	Total	Price
			START KI	T FOR GC Sub-Total:	2,601.00	
			QTAE	Sales Rep Disc %:	208.08 2,392.92	
-				AT KIT FOR GC TO(a).	2,392,92	USD
90	TP100	TRIPLUS BASE UNIT 120/230V WITH RS-232	3 EA			
		TRIPLUS BASE UNIT				
		TRIPLUS BASE U	NIT 120/230V WIT	TH RS-232 Sub-Total:	22,353.00	USD
		TRIPLUO DA	OF LINE 400/000	Sales Rep Disc %:	1,788.24	
				WITH RS-232 Total:	20,564.76	บรม
100	TP111	TRIPLUS AS - 19050320	3 EA			
			TRIPLUS AS -	19050320 Sub-Total:	6,855.00	USD
				Sales Rep Disc %:	548.40	
			TRIPLUS	AS - 19050320 Total:	6,306.60	USD
110	TP201	Primary tray - 19050350	3 EA			
			Primary tray -	19050350 Sub-Total:	2,463.00	USD
				Sales Rep Disc %:	197.04	
			Primary f	tray - 19050350 Total:	2,265.96	USD
120	TP401	4 SOLVENTS+ WASTE -19050390	3 EA			

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20209030	07/29/2011	30-45 Days ARO	5/13
Contact Info	Phone No.	Payment Terms	Valld To
LORI DOLATA	412-650-9368	NET 30 DAYS UPON INVOICE DATE	09/30/2011
Inco 1	Inco	2 Shipping	Method
DEST, PREPAID	PREPA	AY Pilot Econor	ny 5 Day

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

To place an order

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Fax: eMail:

uspal.orderprocessing@thermofisher.com

eMai	aspanoras/proce	essing@thermofisher.com		
ltem	Material No.	Description	Qty Unit Price T	otal Price
			are an arrangement of the second of the seco	0.50 USD 9.04 - USD 9.46 USD
130	TP503	2 SYRINGE HOLDER FOR 50/80MM NEEDLES	3 EA	
				1.00 USD 3.08 - USD 2.92 USD
140	TP601	Mounting bracket for Trace GC -19050440	3 EA	
			Control of the Contro	2.80 USD 3.02 - USD 3.78 USD
150	43233150	ChromQuest 5.0 for TRACE Ultra	3 EA	
		ChromQuest 5.0 Software for TRACE ULTRA ~ Provides digital signal acquisition and GC system	control	
155	43233150PROMO1	CHROMQUEST 5.0 PROMO 1	3 EA	

ChromQuest 5.0 for TRACE Ultra Total:

0.00 USD

160 CHROM-64100

COMPUTER SYSTEM, LC CHROMQUEST V4.0

3 EA



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20209030	07/29/2011	30-45 Days ARO	6/13
Contact Info	Phone No.	Payment Terms	Valid To
LORI DOLATA	412-650-9368	NET 30 DAYS UPON INVOICE DATE	09/30/2011
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Thermo Electron North America LLC

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

To place an order

Call:

800-532-4752 561-688-8731

Fax: eMail:

uspal.orderprocessing@thermofisher.com

item f	Vlaterial No.	Description	Qty	Unit Price	Total Price

CHROM-64100 PC Workstation for HPLC

Based on a Dell OptiPlex GX520 personal computer, the CHROM-64100 workstation for HPLC includes a 2.8 GHz Pentium 4 microprocessor with a 400 MHz front side bus and 512K of cache memory. There is also 512 MB of non-ECC, 266 MHz, DDR random access memory, a 120 GB hard drive, a 24X max read/write CD-drive and a 3.5 inch, 1.44 MB floppy drive. The MicroSoft Windows XP operating system, English version, comes pre-installed.

For interconnectivity we include an onboard RJ-45 network port for Local Area Network connection and a 3COM 10/100, 3C905, PCI-bus, network interface card for interfacing with up to 4 Surveyor HPLC systems.

The user interface includes a 17" Dell flat panel Liquid Crystal Display, a Dell PS/2 keyboard and Mouse. The sound system is Sound Blaster compatible and video is supported by an Intel DVMT integrated video subsystem.

A 3-year on-site service contract with next business day parts & labor covers all service and support needs

COMPUTER SYSTEM, LC CHROMQUEST V4.0-4.2 Sub-Total

6,792.00 USD

Sales Rep Disc %:

543.36 - USD

COMPUTER SYSTEM, LC CHROMQUEST V4.0-4.2 Total:

6,248.64 USD

170 A0012-51080

HP LASERJET P4014n PRINTER

3 EA

PRTR HP LASERJET 6MP 600DPI MODEL 4250

HP LASERJET P4014n PRINTER Sub-Total:

2,985.00 USD

Sales Rep Disc %:

238.80 - USD

HP LASERJET P4014n PRINTER Total:

2,746.20 USD

180 701-627900

ONSITE GC APPLICATIONS SUPPORT

1 EA

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 preapproval of a Regional Sales Manager and Applications Support Manager.

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20209030	07/29/2011	30-45 Days ARO	7/13
Contact Info	Phone No.	Payment Terms	Valid To
LORI DOLATA	412-650-9368	NET 30 DAYS UPON INVOICE DATE	09/30/2011
Inco 1	Inco	2 Shipping	Method
DEST. PREPAID	PREPA	PAY Pilot Economy 5 Da	

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

To place an order

Call:

800-532-4752 561-688-8731

Fax: eMail:

uspal.orderprocessing@thermofisher.com

Item Material No.	Description	Qty	Unit Price	Total Price			

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.

ONSITE GC APPLICATIONS SUPPORT Sub-Total:

2,000.00 USD

Service contract %:

200.00 - USD

ONSITE GC APPLICATIONS SUPPORT Total:

1,800.00 USD

190 701-421300 EXWAR Plan - TRACE GC ULT (119900-XXXX)

3 EA

EXWAR Plan - TRACE GC ULT (119900-XXXX) Sub-Total

9,003.00 USD

Service contract %:

900.30 - USD

EXWAR Plan - TRACE GC ULT (119900-XXXX) Total:

8,102.70 USD

200 701-420500 EX WAR Plan - TriPlus AS (TP100))

3 EA

EX WAR Plan - TriPlus AS (TP100)) Sub-Total:

7,467.00 USD

Service contract %:

746.70 - USD

EX WAR Plan - TriPlus AS (TP100)) Total:

6,720.30 USD

701-420800 210

OPTION - ADD GC Detector Plan745X)

3 EA

OPTION - ADD GC Detector Plan745X) Sub-Total:

1,698.00 USD

Service contract %:

169.80 - USD

OPTION - ADD GC Detector Plan745X) Total:

1,528.20 USD

220 701-420900 OPTION - ADD GC Injector Plan745X)

3 EA



C	reate Date	Exp. Delivery Time	Page
(07/29/2011	30-45 Days ARO	8/13
	Phone No.	Payment Terms	Valid To
	412-650-9368	NET 30 DAYS UPON INVOICE DATE	09/30/2011

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

Thermo Electron North America LLC

DEST. PREPAID To place an order

Contact Info LORI DOLATA

Inco 1

Quote No.

20209030

Call:

800-532-4752 561-688-8731

Fax: eMall:

uspal.orderprocessing@thermofisher.com

Inco 2

PREPAY

Item Material No.	Description	Qty	Unit Price	Total Price
			LAN ALEXANDER SERVICE	

Shipping Method

Pilot Economy 5 Day

OPTION - ADD GC Injector Plan745X) Sub-Total:

1,698.00 USD

Service contract %:

169.80 - USD

OPTION - ADD GC Injector Plan745X) Total:

1,528.20 USD

230 26099-2970 TG-1MS GC COL 30mx.32mm

1 EA

TG-1MS GC Column 30m x 0.32mm x 1µm

TG-1MS GC COL 30mx.32mm Sub-Total:

516.60 USD

Sales Rep Disc %:

41.33 - USD

TG-1MS GC COL 30mx.32mm Total:

475.27 USD

240 26089-2970 TG-17MS GC COL 30mx.32mm

1 EA

TG-17MS GC Column 30m x 0.32mm x 1µm

TG-17MS GC COL 30mx.32mm Sub-Total:

472.50 USD

Sales Rep Disc %:

37.80 - USD

TG-17MS GC COL 30mx.32mm Total:

434.70 USD

260Q142P

30m TR1701 0.25, 0.25u

1 EA

30m TR1701 0.25, 0.25u Sub-Total:

441.90 USD

Sales Rep Disc %:

35.35 - USD

30m TR1701 0.25, 0.25u Total:

406.55 USD

260F142P 260

TR-5MS GC Column 30m x 0.25mm ID, 0.25

1 EA

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20209030	07/29/2011	30-45 Days ARO	9/13
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LORI DOLATA	412-650-9368	NET 30 DAYS UPON INVOICE DATE	09/30/2011
Inco 1	Inco	2 Shipping	Method
DEST. PREPAID	PREP	Pilot Economy 5 Day	

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

To place an order

Call:

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Fax: eMail:

uspal.orderprocessing@thermofisher.com

ltem	Material No.	Description	Qty	Unit Price	Total Price
SAME AND			TARREST STATE OF THE PARTY OF		

TR-5MS GC Column 30m x 0.25mm ID, 0.25 Sub-Total

470.70 USD

Sales Rep Disc %:

37.66 - USD

TR-5MS GC Column 30m x 0.25mm ID, 0.25 Total:

433.04 USD

270 26090-1420

TG-1701MS GC COL 30MX.25MM

1 EA

TG-1701MS GC Column 30m x 0.25mm x 0.25µm

TG-1701MS GC COL 30MX.25MM Sub-Total:

442.80 USD

Sales Rep Disc %:

35.42 - USD

TG-1701MS GC COL 30MX.25MM Total:

407.38 USD

280 26098-1420

TG-5MS GC COL 30mx.25mm

1 EA

TG-5MS GC Column 30m x 0.25mm x 0.25µm

TG-5MS GC COL 30mx.25mm Sub-Total:

492.30 USD

Sales Rep Disc %:

39.38 - USD

TG-5MS GC COL 30mx.25mm Total:

452.92 USD

Quotation Sub-total: Sales Rep Disc %: 148,636.10 USD

oales Nep Disc 78.

10,141.60 - USD

Service contract %:

2,186.60 - USD

Quotation Total:

136,307.90 USD

Quote No.	Create Date	Exp. Delivery Time	Page
20209030	07/29/2011	30-45 Days ARO	10 / 13
Contact Info	Phone No.	Payment Terms	Valid To
LORI DOLATA	412-650-9368	NET 30 DAYS UPON INVOICE DATE	09/30/2011
Inco 1	Inco	2 Shipping Meth	
DEST. PREPAID	PREPA	AY Pilot Econor	my 5 Day

Thermo Electron North America LLC

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

To place an order

Call: Fax: 800-532-4752 561-688-8731

eMail:

uspal.orderprocessing@thermofisher.com

Item	Material No.	Description	Qty	Unit Price	Total Price

THERMO ELECTRON NORTH AMERICA LLC TERMS AND CONDITIONS OF SALE UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

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- 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 "Varranty 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.

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Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relleved 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 amounts paid by Buyer with respect thereto, based on a five (6) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

Quote No. 20209030

- THERMO ELECTRON NORTH AMERICA LLC TERMS AND CONDITIONS OF SALE

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- 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 demictie 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 walve 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 count of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceable in any respect, the validity, legality and enforceable in any respect, the validity, legality and enforceable in accompanying the Product is Intended for research only and is not to be used for any other purpose, including without limitation. 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.

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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

Complete System Orders

Fax: 608-273-6882

E-mail: usmadorderprocessing@thermofisher.com

Parts Orders Fax #608-273-5045

E-mail: fseserviceorders@thermofisher.com

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

Complete System Orders

Fax #561-688-8731

E-mail: uspal.orderprocessing@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.

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Prices, warranty, installation and service on the items quoted herein are available only in theUnited 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.

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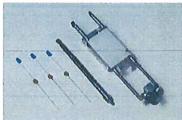
Date

TriPlus™ Autosampler

Flexible Sampling Solutions

The Thermo Scientific TriPlusTM
Autosampler represents the latest
development in sampling automation.
Built around a triple axis concept
(X-Y-Z), the TriPlus is more than just
a common platform for multiple
sampling techniques. Its modularity
and flexibility can easily be
configured to handle both liquid,
headspace and SPME* sampling
techniques. With many available
accessories, the TriPlus is the most
powerful sampling system on the
market for control capabilities,
flexibility, and ease of use.





TriPlus Configurations

The TriPlus Autosampler is available in the following configurations:

- · TriPlus AS for automated liquid sampling
- TriPlus HS for static headspace automation
- TriPlus Duo incorporates both techniques listed above
- TriPlus SPME for full automation of Solid Phase Micro Extraction

Additional upgrade kits are available to transform existing versions into multitechnique platforms.

* Sold under license from Supelco*.



TriPlus Autosampler

Providing innovative sampling solutions, the TriPlus Autosampler maximizes lab productivity by offering leading edge technology in automation. Merging robotic technology with advanced three-dimensional space movements (X-Y-Z), it provides unprecedented automation and the greatest possible flexibility in sample capacity.

Unique Control

For ultimate automation, two GCs installed side-by-side can uniquely be accessed by the same sampling unit. This allows differentiated control, including fine-tuning, method transfer, and status retrieval, from two independent data systems. This fully-automated operation increases productivity by limiting supervised operation.

Flexibility

For ultimate flexibility, dedicated turrets with snap-on interchangeability are used for liquid and headspace sampling. Variations in techniques are easily accommodated, whether they involve syringe requirements for gases, liquids, or SPME, On-column or Split-splitless injectors, and standard or large volume techniques.

Ease of Use

Any installed Thermo device is easily detected and recognized without requiring manual settings. The number and volume of syringes and vials are automatically detected for error-free and rapid start-up.

Accessories

Various accessories are available, including Cooled /Heated trays, the Multiple Headspace Extraction (MHE), Rotating Bar Code Reader, and LAN connections to further expand overall usability and productivity.



Product Specifications

TriPlus Autosampler

Features and Technical Sp	ecifications
General	
Communication	Two independent RS232 serial connections, LAN
Instrument control	Thermo Scientific chromatography DS integrated, Stand-alone s/w, Pocket PC (Wireless, RS232 or IR communication)
Injector compatibility	On-column, Programmable Temperature Vaporizing, Packed, Purged Packed, Split-splitless
High throughput configuration	Dual GC set-up (single TriPlus for liquid unattended serving two GCs)
Accessory for high automation	Rotating bar code reader
Autosampler Length (X axis)	Standard 870 mm, Extended 1,220 mm (can inject into 2 adjacent GC-MS units)
Autosampler Width (Y axis)	540 mm
Turret height (Z axis)	500 mm
Vial Trays	Heated and cooled trays expand the range of available applications
AS (Liquid Version) Vial volumes	1, 2, 2.5, 10, and 20 mL
Maximum vial capacity	300 for 1, 2, and 2.5 mL; 108 for 10 or 20 mL
Cooled/Heated Trays	Temperature control from 4 to 70 °C; 96 vial positions for 1, 2, 2.5 mL vials; 33 vial positions for 10 mL vials
Syringes sizes	Self-recognized: 0.5, 5, 10, 100, 250, and 500 µL
Injection volume range	0.1 to 450 μL in 0.1 μL steps, depending on syringe
Variable needle lengths	50 mm for split, 80 mm for Splitless or On-column
Parameter setting	8 method-specific presets or custom menus
Washing station	4 x 10 mL or 2 x 100 mL; Fast Washing Station available for Large Volume techniques
Waste	1 x 10 mL or drain to external waste bottle
Combined solvent rinsing	Yes (Max. 4 solvents) for pre- and post-injection cleaning
Rapid Mode	Starts syringe washing cycle during current GC cooling phase
Typical performance	<0.5 RSD % obtained on std HC mix
HS (Headspace Version) Vial volumes	10 and 20 mL
Maximum vial capacity	108
Syringe sizes	1, 2.5, and 5 mL
Injection volume range	0.1 to 5 mL in 0.1 mL steps depending on syringe
Syringe temperature	40 to 150 °C in 1 °C steps
Incubation oven capacity	6 vials
Incubation oven temperature range	40 to 150 °C in 1 °C steps, with agitation
Syringe flush capability	Yes, with inert gas
Solvent syringe cleaning	Optional washing station (4 x 10 mL or 2 x 100 mL vials)
Multiple Headspace Extraction	Yes (optional accessory)
Enrichment sampling	Yes with optional kit for Cold Trap
Typical performance	<1 RSD % under appropriate conditions
SPME (Solid Phase Micro Extrac	
Vial volumes	10 and 20 mL
Maximum vial capacity	108
Incubation oven capacity	6 vials
Incubation oven temperature range	40 to 150 °C in 1 °C steps, with agitation
Oven door	Kept closed during extraction, acting as a needle guide
Sample Agitation	Optimized through gentle rocking movements to produce low mechanical stress on the fiber
Vial penetration depth	Variable, suitable for liquid or headspace extraction
Fiber Conditioning Station	Optional, 2-ports, 40-350 °C, inert gas purged



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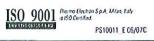
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Netherlands +31 76 587 98 88 South Africa +27 11 570 1840 Spain +34 91 657 4930 Sweden/Norway/Finland +46 8 556 468 00

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Thermo Scientific TRACE GC Ultra

Multi-channel gas chromatograph

The Thermo Scientific TRACE GC Ultra is a multi-channel gas chromatograph, developed for the GC market's evolving requirements.

Besides offering the most complete range of proprietary inlets, sensitive detection systems, smart accessories, and ancillary devices, the Ultra platform also features unique technologies that raise the standard of Speed, Sensitivity and Separation in gas chromatography.

Unique Techniques

Ultra Fast

20 times faster analyses

The Thermo Scientific UltraFast GC column module featuring heat-up rates up to 1200 °C/min can dramatically shorten analysis cycles without compromising analytical resolution, precision, or reliability. Column modules are available for virtually any stationary phase.

Large Volume Splitless

50 times more sensitive

Large Volume injection capability up to 50 μ L, available on a standard TRACE GC Ultra SSL injector, greatly extends sensitivity of conventional GC methods in a simple and effective fashion. 250 μ L capability offered through the On-column and PTV options completes the offering by meeting all requirements for trace analysis.

Comprehensive Two Dimensional Gas Chromatography (GCxGC)

30 times higher peak capacity

Comprehensive Two Dimensional Gas Chromatographic approach (GCxGC) extends the separation capability of your TRACE GC Ultra. Thanks to the proprietary Dual Jet CO2 Cryogenic Modulator (*) fully integrated in the GC you can experience the most advanced separation technology for most complex sample characterization.

(*) Sold under license from Zoex Corp. for thermal modulation



Ultra in Flexibility

In addition to a comprehensive range of injectors, the availability of a universal base body allows swift detector interchangeability and configurations with up to three detectors operating simultaneously, thus providing added value on your investment.

Ultra in Solutions

Combined with the Valve Oven, the TRACE GC Ultra delivers unmatched turn-key solutions even for the most demanding applications requiring multidimensional column switching techniques. Multiple packed or capillary columns, sampling and switching systems, and pressure regulators can all be effectively installed in an additional heated and readily accessible housing.

Ultra in Reliability

The new re-designed digital pneumatic modules assure highest accuracy and precision in carrier gas control. Besides, the proprietary Algorithm for Column Characterization grants utmost stability in both retention time repeatability and reproducibility.

Ultra in Automation

A vast array of automatic sampling systems (for liquid, headspace and SPME') makes this GC able to withstand even the highest workload requirements, operating unattended around-the-clock. Instrument control and acquisition, enabled by Thermo Scientific proprietary or third party data systems, are further exploited by the internal LAN interfacing capability.

* Sold under license from Supelco*

Thermo Scientific TRACE GC Ultra

Column Oven	Programmability. 7 Ramps/8 Plateaus. Temperature range: few degrees above ambient to 450 °C. Maximum Temperature ramp: 120 °C/min. Typical heat-up: from 50 °C to 450 °C in 420 seconds. Typical cool down: 450 °C to 50 °C in 250 seconds. Sub-ambient: -99 °C with liquid N ₂ , -55 °C with CO ₂ options.				
Injectors Vaporizing Inlets SSL, Packed, Purged Packed B.E.S.T. PTV	Temperature range: 50-400 °C Heating rate: Up to 14.5 °C/sec (870°C/min). Programmability: 3 ramps/4 plateaus. Air-cooled down to few degrees above ambient temperature. Sub-ambient: -50 °C with liquid N ₂ , -30°C with CO ₂ options.				
Non-Vaporizing Inlets Cold On-column	Septumless injector. No heating of the injector is required. Suitable for manual and automated operations. Cryogenic coolant not required.				
Large Volume Options Large Volume Cold On-column			nn. Heated Solvent Vapor Exit valve. In matrices.		
Large Volume B.E.S.T. PTV		ited Solvent Split valve. Compa	tible with optional Backflush kit for PTV.		
Large Volume Splitless	Patented technology. Up to 50 µL in Suitable for samples amenable to s	jection volume. Compatible wi	th manual or automated injections.		
Inlet Pneumatics Digital (250 and 1,000 kPa)	Ambient Temperature and Pressure Proprietary Algorithm for Column Cl	compensation. Gas saver. Assistant compensation (Linear velocity a	sted Leak Check Evaluation. Pressure surge.		
Detectors Flame Ionization Detector	MDA 2 x 10 ⁻¹² gC/sec	Linearity Better than 10 ²	Selectivity or additional features Flameout detection and timed programming capability. Acquisition rate 300 Hz		
Thermal Conductivity Detector	600 pg Ethane/mL He	10⁵	Automated software switch function		
Electron Capture Detector	< 10 fg of Lindane	Better than 104	⁶³ Ni source, micro cell volume design		
Nitrogen Phosphorus Detector	5 x 10 ⁻¹⁴ gN/s and 2 x 10 ⁻¹⁴ gP/s	Better than 104	N/C = 105:1; P/C = 2 x 105:1		
Flame Photometric Detector	1 x 10 ⁻¹³ gP/s and 10 ⁴ (P),	103 (S) after linearization	P/C=10 ⁶ ;1; S/C=10 ⁵ ;1		
Tamo Triotalio de Coloro	5 x 10 ⁻¹² gS/s (Malathion)	with suitable s/w	Dual flame photometric capability		
Photo Ionization Detector	1 x 10 ¹² g of Benzene 1.3 x 10 ¹² g of Toluene	Better than 105	Patented lamp cooling system for temperatures up to 400 °C		
Pulsed Discharge Detector	Low pg range	105	Non radioactive source		
Digital pneumatics for detector gas cont	rols				
Valve Oven			4 heated/2 unheated gas valves, 8 pressure imns, Maximum Temperature isothermal 175 °C		
Ultra Fast GC	Only for SSL/FID or PTV-FID config range. Minimum Temperature: 40 time: 370 °C to 50 °C in 1 minute.	urations. Heat up rate 1200 °C °C. Maximum Temperature: 37	/min linear throughout entire Temperature 0 °C. 3 Ramps/4 Plateaus. Typical cool-down		
GCxGC		equisition frequency. Dedicate	time selectable up to 20 s in 0.1 s steps. d HyperChrom Data System for instrument		
System Automation Liquid sampling AI 3000 II			timum injectable volume 5 µl. Minimum ample vial capacity. Upgradable to AS 3000 II.		
AS 3000	Same as Al 3000 II but with up to	105 sample vial capacity.			
TriPlus AS II	Compatible with all injectors. 2x150 positions sample trays. Offers automated Large Volume injection capability up to 450 µL, solvent flush and internal standard injection modes, Available in "clone mode", with one sampling unit automating 2 adjacent GC or GC-MS, Upgradable to TriPlus Duo.				
Headspace Sampling TriPlus™ HS	2 X 54-position trays. Heated syringe (Maximum Temperature: 150 °C). 6 position Incubation Oven with shaker and heating. Multiple Headspace Extraction (MHE) device available. Upgradable to TriPlus Duo.				
Liquid and Headspace Sampling TriPlus Duo	Same as TriPlus AS and HS, offering both liquid and headspace sampling capability through 2 dedicated				
Automated Sample Preparation TriPlus SPME	"snap-on" interchangeable turrets. 2 X 54-position sample trays. Variable fiber penetration depth, suitable for both liquid and headspace extraction. Optional 2-ports, inert gas purged, fiber conditioning station.				

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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 entitles - this means that the many customers who interact with both entitles 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



(Rev. October 2007) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

THOUSAND.	Name (as also					٠.
Name (as shown on your Income tax return) Therma Floritan North Average III C						
page	Thermo Electron North America, LLC Business name, if different from above					
8						
60 80	Check appropriate box: Individual/Sole proprietor Corporation	7 n				
S S	Y Limited Hability and Table 19 Comments				T Exempt	
2 5	Citizen (See Instructions)			. <u></u> L	payee	
Print or type c Instruction	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)			
4 5	O Northpointe Parkway, Suite 100		Hequesters n	ame and address	(optional)	
SCI	City, state, and ZIP code					
S,	West Palm Beach, FL 33407					
Print or type See Specific Instructions	List account number(s) here (optional)					_
	556 165 557					
Part I Taxpayer Identification Number (TIN)						
Enter your TIN in the generalists have The TIN availed and the time.						
Enter your TIN in the appropriate box. The TIN provided must match the name given on backup withholding. For individuals, this is your social security number (SSN). However,			1 to avoid Social security number			
allen, 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 <i>How to get a TIN</i> on page 3.						
Note. I	f the account is in more than one name, see the chart on page 4 for g	uldelines on whose	delines on whose Employer Id			7
Control of the last of the las	r to enter.		43-1992201			
Part II Certification						
Under penalties of perjury, I certify that:						
The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding backups: (a) I am exempt from backup withholding or (b) I have not because its analysis.						
 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						
For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to a latified to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.						
distinction (IPA), and denerally, payments other than interest and dividende, you are not required to sign the Continuation, but you						
provide your context rife. See the instructions on page 4.						
Sign Here	Signature of)				
	U.S. person > Make KMap		Date B	<u> </u>	1/1/2010	
	erai instructions		. person. Fo	r federal tax r	urposes, vou are	
Section references are to the Internal Revenue Code unless otherwise noted. 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 allow						
		 An individual who is a U.S. citizen or U.S. resident alien, 				
Purp	ose of Form	 A partnership, corporation, company, or association created or organized in the United States or under the laws of the United 				
A person who is required to file an information return with the States,						
IRS must obtain your correct taxpayer identification number (TIN) • An estate (other than a foreign estate), or						
transa	ort, for example, income paid to you, real estate	A domestic trust (as defined in Regulations section				
transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or		301.7701-7). Special rules for partnerships. Partnerships that conduct a				
contributions you made to an IRA.		trade or business in the United States are generally required				
Use Form W-9 only if you are a U.S. person (including a		to pay a withholding tax on any foreign partners' share of				
reques	nt allen), to provide your correct TIN to the person ting it (the requester) and, when applicable, to:	income from such b	income from such business. Further, in certain cases where a			
 Certify that the TIN you are giving is correct (or you are 		Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the				
waiting for a number to be issued),		withholding tax. Therefore, if you are a U.S. person that is a				
2. Certify that you are not subject to backup withholding, or		partner in a partnership conducting a trade or business in the				
 Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a 		United States, provide Form W-9 to the partnership to				
U.S. pe	erson, your allocable share of any partnership income from	establish your U.S. status and avoid withholding on your share of partnership income.				
a U.S.	trade or business is not subject to the withholding tax on	The person who gives Form W-9 to the partnership for				
foreign	partners' share of effectively connected income.	purposes of establishing its U.S. status and avoiding				
reduce.	f a requester gives you a form other than Form W-9 to t your TIN, you must use the requester's form if it is	withholding on its allocable share of net income from the				
substa	t your first, you must use the requesters form if it is	partnership conducting a trade or business in the United				

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,

substantially similar to this Form W-9.