



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

Solicitation

NUMBER
7713014

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Thermo Electron North America, LLC
 5225 Verona Road
 Madison, WI 53711

SHIP TO

DIVISION OF HIGHWAYS
 MCS&T DIVISION
 190 DRY BRANCH DRIVE
 CHARLESTON WV
 25306 304-558-9892

DATE PRINTED
01/31/2013

BID OPENING DATE: 02/20/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		493-35		\$71,415.07
				ICAP 6300 DUO VIEW ICF-OES SPECTROMETER/OR EQUAL		Includes all items on Quote# 20327067
<p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A ICAP 6300 DUO VIEW ICF SPECTROMETER, OR EQUAL PER THE ATTACHED SPECIFICATIONS.</p>						
<p>***** THIS IS THE END OF RFQ 7713014 ***** TOTAL:</p>						\$71,415.07

02/14/13 09:03:37 AM
 West Virginia Purchasing Division

SIGNATURE <i>Patricia L. Finch</i>	TELEPHONE 608-276-6133	DATE 13 February 2013
TITLE Order Administrator	FEIN 43-1992201	ADDRESS CHANGES TO BE NOTED ABOVE

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

ThermoFisher S C I E N T I F I C

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

Mr. Alan Cummings
State of West Virginia
Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

13 February 2013

RE: Solicitation No. 7713014

Dear Mr. Cummings,

Thank you for the opportunity to present this response to Solicitation No. 7713014. The proposed Thermo Scientific system meets or exceeds the specifications listed in the bid.

Included with this response:

Cost Proposal:

1. Completed bid document
2. Quotation 20327067

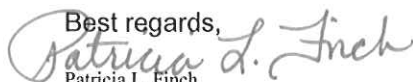
In separate sealed envelope:

Technical Proposal

1. Technical Specifications
2. Product Literature
 - a. Thermo Scientific iCAP 6000 Series ICP Emission Spectrometer
 - b. Thermo Scientific iCAP 6300 ICP-OES Spectrometer – Product Specifications
 - c. Thermo Scientific NESLAB ThermoFlex Recirculating Chillers

Thermo Electron North America, LLC agrees to the terms of the Contract, as reflected in the Purchase Order upon receipt, but only to the extent agreed upon in this contract. The parties agree that in the event of a conflict between any of Thermo Electron North America, LLC terms and conditions and those contained in the Contract, the terms of this Contract shall govern.

Best regards,



Patricia L. Finch
Order Administrator
Microanalysis; Surface Analysis; ICP - Domestic
-Thermo Electron North America, LLC
a part of Thermo Fisher Scientific
Ph: 608.276.6133; Fax: 608.273.6882
patricia.finch@thermofisher.com
Toll Free: 800-532-4752

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

Submit Questions to:

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: | | Technical
 | | Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

02/20/2013 - 1:30 P.M.

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

| **Term Contract**

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- | **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| | **Commercial General Liability Insurance:**
[] or more.

| | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

| | **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

n/a for n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

But only to the extent agreed upon in this contract. The parties agree that in the event of a conflict between any of Thermo Electron North America, LLC terms and conditions and those contained in the Contract, the terms of this Contract shall govern.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125-fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Thermo Electron North America, LLC

(Company)

Patricia L. Finch

(Authorized Signature)

Patricia L. Finch, Order Administrator

(Representative Name, Title)

608-276-6133

(Phone Number)

608-273-6882

(Fax Number)

13 February 2013

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: 7713014

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

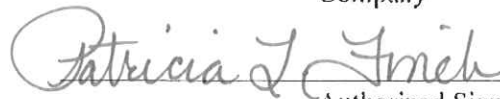
(Check the box next to each addendum received) None posted as of 13 February 2013 (9:30 am CST)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Thermo Electron North America, LLC

Company



Authorized Signature

13 February 2013

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways, MCS&T Division to establish a contract for the one time purchase of an iCAP 6300 Duo View ICP Spectrometer, or equivalent.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means a compact bench mounted spectrometer, providing simultaneously inductively coupled plasma (ICP) spectrometer, capable of analysis and quantification of trace elements in both liquid and solid samples.
 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 7713014.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **iCap 6300 Duo View ICP-OES Spectrometer, or equivalent**
 - 3.1.1.1 The Spectrometer must be capable of conducting chemical analysis on samples of plain carbon and low alloy steel, as noted in ASTM E350 Standard, as well as analyzing samples of cements, as noted in ASTM C114, fly ash, as noted in ASTM C311, and road salt, as noted in ASTM D632.
 - 3.1.1.2 The Spectrometer must be capable of simultaneously analyzing required elements with detection limits of less than 1 ppb, and must include duo plasma viewing system providing both axial and radial torch views from a single configuration.

REQUEST FOR QUOTATION
7713014 Spectrometer

3.1.1.3 The Spectrometer must be a compact bench mounted unit with dimensions no greater than 840mm (w) x 750mm (d) x 590mm (h), and the system must be supplied complete with the software that allows analyst to add wavelengths, create methods, analyze samples and post-process the data while the spectrometer is acquiring data, and be compatible with Windows XP and Windows 7 operating systems.

3.1.1.4 The Spectrometer must be suitable for 200 – 240v; 50/26Hz operation from a single phase 32A/20A supply.

3.1.1.5 The Spectrometer must employ a water cooled RF generator with safety interlocks throughout the system providing safe shut down of the generator without damage to the instrument in the event of power failure. In addition, all failure events must be recorded to an electronic journal.

3.1.1.6 The Spectrometer must employ a triple stage cooled Charge Injection Device (CID) detector, cooled to -45°C with solid state electronics to ensure high contrast/low noise imaging and quantification of all wavelengths in the analytical range without blooming. The CID must be photoactive over the whole surface area to enable continuous wavelength coverage and must contain a minimum of 540 x 540 pixels.

4 CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION
7713014 Spectrometer

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5 PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6 DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 6-8 weeks ARO after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 190 Dry Branch Drive, Charleston, WV 25306.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a

REQUEST FOR QUOTATION
7713014 Spectrometer

resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

EXHIBIT A

PRICING PAGE
RFQ#: 77-13-014

Item Number	Quantity	Unit of Measure	Description	"Or Equal" Make/Model	Total
1	1	each	DUO VIEW ICP-OES	n/a	\$71,415.07

Includes all items on
Quote# 20327067

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20327067	02/06/2013	* 8-10 wks ARO	1 / 7
Contact Info	Phone No.	Payment Terms	Valid To
GWYN TROJAN	724-733-8256	NET 30 DAYS UPON INVOICE DATE	03/29/2013
Inco 1	Inco 2	Shipping Method	
Origin - Prepay And Add	PREPAY AND ADD	Exped Consol Def5Day	

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

Please issue your PO to:
Thermo Electron North America LLC
5225 Verona Road, Madison, WI 53711 or
1400 Northpoint Parkway, West Palm Beach, FL 33407
FEIN: 43-1992201
DUNS: 138388090

Submitted To: 1042429

ALAN CUMMINGS
STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
PO Box 50130
CHARLESTON WV 25305-0130
tel: 304-558-2402

Include a copy of your tax exemption certificate
if claiming exempt status on your PO

RESPONSE TO SOLICITATION 7713014

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	842320063181	ICAP 6300 Duo (N. America)	1 EA	71,694.00	71,694.00 USD

ICAP 6300 Duo View ICP-OES Spectrometer (N. American)

ICAP 6300 Duo View ICP-OES spectrometer with direct system control via an external PC data station and included ICP-OES software. The compact unit is bench mounted, providing a simultaneous ICP spectrometer via an RF induced plasma emission source, a purged Echelle polychromator and Charge Injection Device (CID) array detector and includes as standard:

A 3 channel, 12 roller peristaltic pump under full computer control feeds a standard glass cyclonic spray chamber via a glass concentric nebulizer. The semi demountable dually viewed torch is quickly and simply removed, fully interlocked and is supplied as standard with a 2.0mm diameter demountable center tube.

A solid state, free running 27.12MHz RF generator, provides power for the plasma via a load coil around the standard duo torch configuration, and is fully interlocked for safety and convenience. The plasma is ignited and extinguished fully automatically from the PC control.

The plasma and auxiliary gas to the sample introduction system are supplied and controlled via pressure regulation and switched flow controllers. The auxiliary gas is controllable in 4 steps via the PC software. The nebulizer gas is supplied and controlled by a mass flow controller with flows of 0-1.5 L/min in 0.01 L/min increments via the PC software. The system is fully interlocked against gas failure.

The duo plasma viewing system provides both axial and radial torch views. The axial and radial viewing positions may be automatically optimized and the viewing system may be automatically changed within a method. The plasma system is contained in an EMC enclosure with safety viewing window and fast access, fully interlocked door.

The collection optics provides automatic entrance slit control to the thermostatted and purged Echelle polychromator. The purge gas (Ar or N2) has comprehensive flow control and adjustment for fastest purge down time, whilst maintaining minimum gas usage. The Echelle polychromator has an effective focal length of 383mm, and is thermostatically controlled to 38 C. Dispersion is provided by an Echelle diffraction grating with 52.91 lines/mm and a cross-dispersing prism providing the

Sales Quotation

Thermo Electron North America LLC

Quote No.	Create Date	Exp. Delivery Time	Page
20327067	02/06/2013	* 8-10 wks ARO	2 / 7
Contact Info	Phone No.	Payment Terms	Valid To
GWYN TROJAN	724-733-8256	NET 30 DAYS UPON INVOICE DATE	03/29/2013
Inco 1	Inco 2	Shipping Method	
Origin - Prepay And Add	PREPAY AND ADD	Exped Consol Def5Day	

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

To place an order

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

Item	Material No.	Description	Qty	Unit Price	Total Price
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spectral image to the CID array detector. Resolution is 7 pm at 200nm.

The random access CID imager provides full wavelength coverage from 166 to 847nm and is cooled to -45 C via a triple stage peltier cooler. The liquid coolant flow to the instrument is supplied from an external recirculating chiller and is fully flow interlocked within the spectrometer.

The system is supplied complete with the ITEVA ICP-OES PC software, which is compatible with Windows XP and Windows 7 operating systems. The software provides an easy-to-navigate platform that allows analyst to add wavelengths, create methods, analyze samples and post-process the data whilst the spectrometer is acquiring data. The unique 'Intelliframe' feature and full frame imaging allows the analyst to capture and record the entire spectrum of any or all samples for permanent records or semi-quantitative analysis. An intuitive graphical user interface coupled with integrated SQL server technology and Ethernet connectivity provides full method development tools including multiple internal standards capability referenced to multiple lines which can be applied pre or post analyses and are complemented with a full suite of flexible and user definable reporting formats.

All iCAP 6000 spectrometers require a suitable ICP data station and water recirculator for operation. The system may also be upgraded with appropriate accessories.
Designed and manufactured by an ISO9001:2000 registered company.

Suitable for 200 - 240v: 50/60Hz operation from a single phase 32A/20A supply

20	101103010000003	TF9 B A 115/60 T1 35M IPR SPC	1 EA	3,850.00	3,850.00 USD
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Water recirculator TF9 B A 115/60 T1 35M IPR SPC

30	840-225400	WIN 7 COMPUTER W/EXTRA RJ45 PORT	1 EA	2,203.00	2,203.00 USD
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iCAP ICP Data Station - USA
Advanced Workstation with extra RJ45 Port

Workstation comes with Windows 7 Professional, 32 Bit loaded.
~ Dell OptiPlex 960 Mini Tower Chassis

Sales Quotation

Thermo Electron North America LLC

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20327067	02/06/2013	* 8-10 wks ARO	3 / 7
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1400 Northpoint Pkwy Ste 50,
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 Call: 800-532-4752
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Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

- ~ Intel Core2 Duo E8500 (3.16GHZ,6M,1333MHz FSB)
- ~ 4GB Non-ECC DDR2 SDRAM, 800MHZ (2 DIMM)
- ~ 320GB SATA 3.0Gb/s and 16MB DataBurst Cache
- ~ 256MB ATI RADEON HD3450 Dual Monitor DVI, VGA, TV
- ~ 16X DVD+/-RW SATA, Roxio Creator, Cyberlink Power DVD
- ~ Integrated Audio and Internal Speaker
- ~ Audio Ports: Line-In, Line-Out, Microphone, Headphone
- ~ Comm Ports: 8 USB, 9-Pin Serial, 25-Pin Parallel, Ethernet
- ~ Dell QuietKey keyboard
- ~ Dell USB 6-Button Laser Mouse
- ~ Chassis Intrusion switch
- ~ RoHS Compliant Lead Free Chassis and Motherboard
- ~ Dell 3 Year Economy Support Plan

Three expansion slots: Two PCI, PCIe x1 (full height)

40	840-144400	MONTR/ADV 19IN FLAT PANEL *L	1 EA	303.70	303.70 USD
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- *19" Flat Panel Monitor
- ~ Dell UltraSharp 19" Flat Panel Display (or equivalent)
 - ~ Signal Input, DVI-D and VGA
 - ~ Dell 3 Year Economy Support Plan

50	842312052202	Duo Ceramic D Torch Kit	1 EA	2,760.00	2,760.00 USD
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60	SHIPPING/HANDLING	Shipping And Handling	1 EA	1,000.00	1,000.00 USD
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Sales Quotation

Thermo Electron North America LLC

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Contact Info	Phone No.	Payment Terms	Valid To
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Item	Material No.	Description	Qty	Unit Price	Total Price
------	--------------	-------------	-----	------------	-------------

Quotation Sub-total:	81,810.70 USD
Discount:	10,395.63 - USD
Quotation Total:	71,415.07 USD

CUSTOMER SUPPORT SERVICES INCLUDED WITH iCAP SYSTEM:

- Installation by Thermo Fisher Service Engineers.
- "800" toll free access with the Thermo Fisher Technical Support Center for consultation with hardware and software applications.

STANDARD INSTRUMENT WARRANTY
 iCAP System - One Year, parts, labor & travel

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 THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

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

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

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

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

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

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

Complete System Orders

Fax: 608-273-6882

E-mail: usmadorderprocessing@thermofisher.com

Complete System Orders

Fax #561-688-8731

E-mail: uspal.orderprocessing@thermofisher.com

Parts Orders

Fax #608-273-5045

E-mail: fseserviceorders@thermofisher.com

Parts Orders

Fax #561-688-8731

E-mail: fseserviceorder2@thermofisher.com

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

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

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

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

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

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

Signature

Date

Technical Specifications

Thermo Electron North America LLC

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GWYN TROJAN	724-733-8256	NET 30 DAYS UPON INVOICE DATE	03/29/2013
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Item	Material No.	Description	Qty	Unit Price	Total Price
10	842320063181	ICAP 6300 Duo (N. America)	1	EA	

ICAP 6300 Duo View ICP-OES Spectrometer (N. American)

ICAP 6300 Duo View ICP-OES spectrometer with direct system control via an external PC data station and included ICP-OES software. The compact unit is bench mounted, providing a simultaneous ICP spectrometer via an RF induced plasma emission source, a purged Echelle polychromator and Charge Injection Device (CID) array detector and includes as standard:

A 3 channel, 12 roller peristaltic pump under full computer control feeds a standard glass cyclonic spray chamber via a glass concentric nebulizer. The semi demountable dually viewed torch is quickly and simply removed, fully interlocked and is supplied as standard with a 2.0mm diameter demountable center tube.

A solid state, free running 27.12MHz RF generator, provides power for the plasma via a load coil around the standard duo torch configuration, and is fully interlocked for safety and convenience. The plasma is ignited and extinguished fully automatically from the PC control.

The plasma and auxiliary gas to the sample introduction system are supplied and controlled via pressure regulation and switched flow controllers. The auxiliary gas is controllable in 4 steps via the PC software. The nebulizer gas is supplied and controlled by a mass flow controller with flows of 0-1.5 L/min in 0.01 L/min increments via the PC software. The system is fully interlocked against gas failure.

The duo plasma viewing system provides both axial and radial torch views. The axial and radial viewing positions may be automatically optimized and the viewing system may be automatically changed within a method. The plasma system is contained in an EMC enclosure with safety viewing window and fast access, fully interlocked door.

The collection optics provides automatic entrance slit control to the thermostatted and purged Echelle polychromator. The purge gas (Ar or N2) has comprehensive flow control and adjustment for fastest purge down time, whilst maintaining minimum gas usage. The Echelle polychromator has an effective focal length of 383mm, and is thermostatically controlled to 38 C. Dispersion is provided by an Echelle diffraction grating with 52.91 lines/mm and a cross-dispersing prism providing the

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Item	Material No.	Description	Qty	Unit Price	Total Price
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spectral image to the CID array detector. Resolution is 7 pm at 200nm.

The random access CID imager provides full wavelength coverage from 166 to 847nm and is cooled to -45 C via a triple stage peltier cooler. The liquid coolant flow to the instrument is supplied from an external recirculating chiller and is fully flow interlocked within the spectrometer.

The system is supplied complete with the ITEVA ICP-OES PC software, which is compatible with Windows XP and Windows 7 operating systems. The software provides an easy-to-navigate platform that allows analyst to add wavelengths, create methods, analyze samples and post-process the data whilst the spectrometer is acquiring data. The unique 'Intelliframc' feature and full frame imaging allows the analyst to capture and record the entire spectrum of any or all samples for permanent records or semi-quantitative analysis. An intuitive graphical user interface coupled with integrated SQL server technology and Ethernet connectivity provides full method development tools including multiple internal standards capability referenced to multiple lines which can be applied pre or post analyses and are complemented with a full suite of flexible and user definable reporting formats.

All ICAP 6000 spectrometers require a suitable ICP data station and water recirculator for operation. The system may also be upgraded with appropriate accessories.
Designed and manufactured by an ISO9001:2000 registered company.

Suitable for 200 - 240v: 50/60Hz operation from a single phase 32A/20A supply

20	101103010000003	TF9 B A 115/60 T1 35M IPR SPC	1	EA	
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Water recirculator TF9 B A 115/60 T1 35M IPR SPC

30	840-225400	WIN 7 COMPUTER W/EXTRA RJ45 PORT	1	EA	
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iCAP ICP Data Station - USA
Advanced Workstation with extra RJ45 Port

Workstation comes with Windows 7 Professional, 32 Bit loaded.
~ Dell OptiPlex 960 Mini Tower Chassis

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Item	Material No.	Description	Qty	Unit Price	Total Price
		~ Intel Core2 Duo E8500 (3.16GHZ,6M,1333MHz FSB) ~ 4GB Non-ECC DDR2 SDRAM, 800MHZ (2 DIMM) ~ 320GB SATA 3.0Gb/s and 16MB DataBurst Cache ~ 256MB ATI RADEON HD3450 Dual Monitor DVI, VGA, TV ~ 16X DVD+/-RW SATA, Roxio Creator, Cyberlink Power DVD ~ Integrated Audio and Internal Speaker ~ Audio Ports: Line-In, Line-Out, Microphone, Headphone ~ Comm Ports: 8 USB, 9-Pin Serial, 25-Pin Parallel, Ethernet ~ Dell QuietKey keyboard ~ Dell USB 6-Button Laser Mouse ~ Chassis intrusion switch ~ RoHS Compliant Lead Free Chassis and Motherboard ~ Dell 3 Year Economy Support Plan Three expansion slots: Two PCI, PCIe x1 (full height)			
40	840-144400	MONTR/ADV 19IN FLAT PANEL *L	1	EA	
		*19" Flat Panel Monitor ~ Dell UltraSharp 19" Flat Panel Display (or equivalent) ~ Signal Input, DVI-D and VGA ~ Dell 3 Year Economy Support Plan			
50	842312052202	Duo Ceramic D Torch Kit	1	EA	
60	SHIPPING/HANDLING	Shipping And Handling	1	EA	

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Item	Material No.	Description	Qty	Unit Price	Total Price
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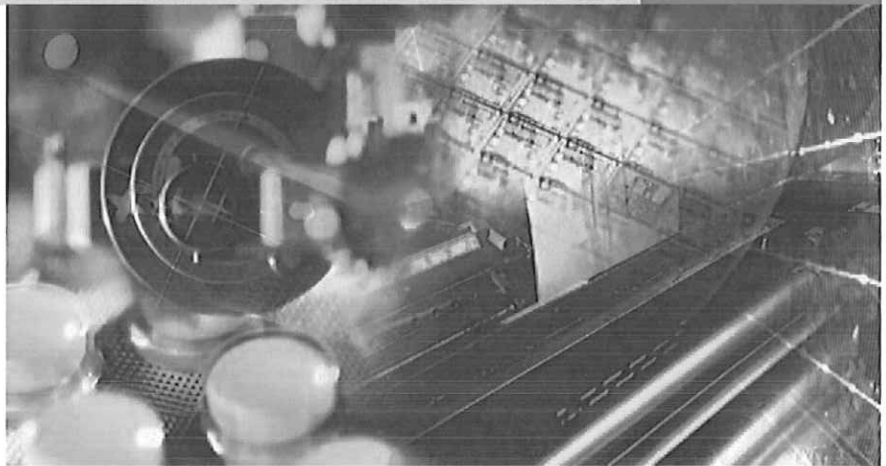
CUSTOMER SUPPORT SERVICES INCLUDED WITH ICAP SYSTEM:

- Installation by Thermo Fisher Service Engineers.
- "800" toll free access with the Thermo Fisher Technical Support Center for consultation with hardware and software applications.

STANDARD INSTRUMENT WARRANTY
iCAP System - One Year, parts, labor & travel

Reliable, easy-to-use chillers
optimized for diverse applications.
Cooling capacities up to 10000 watts.

Thermo Scientific NESLAB ThermoFlex Recirculating Chillers



Ideal for diverse applications within the following markets:

- Analytical
- Biotech
- Industrial
- Laser
- Medical
- Metrology
- Packaging
- Pharmaceutical
- Printing
- Research
- Semiconductor
- University

Innovative Platform

The new Thermo Scientific NESLAB ThermoFlex platform was developed with customer input from concept to design. The result is an easy-to-use, easy-to-maintain high performance chiller platform configurable to the most demanding applications.

Superior Performance

- Improved cooling capacity
- Increased reliability
- Ease of maintenance

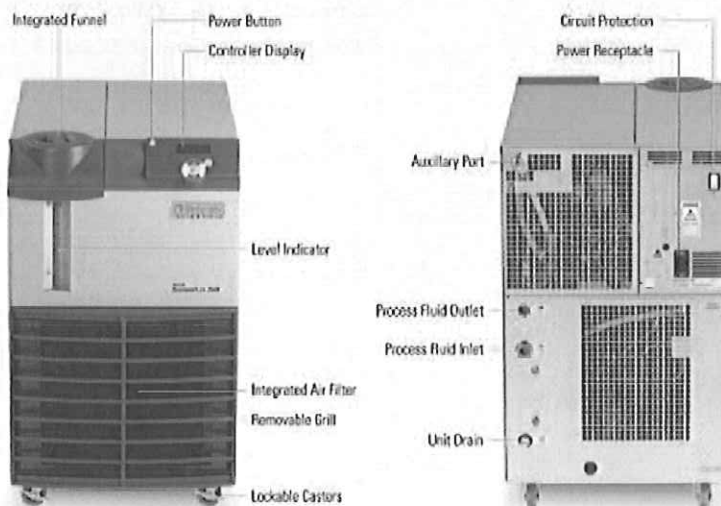
Ease of Use

- An intuitive user interface for ease of operation
- Air and water filters that can be changed while unit is in operation
- Innovative, patented packaging for rapid installation
- Quick start guide for seamless start-up in minutes

Configurable Design

- Wide range of available cooling capacities
- Variety of available options
- Installation flexibility
- Extended temperature range

Features common to Thermo Scientific NESLAB ThermoFlex recirculating chillers



Options include:

Feature	Benefit
Pressure Relief	The pressure relief valve allows the user to set the maximum fluid pressure to meet the application requirements and is available as an internal or external option.
Pressure Relief with Flow Readout	The pressure relief valve allows the user to set the maximum fluid pressure to meet the application requirements. The flow readout allows the user to monitor the flow rate to the application and set flow alarms via the controller.
Flow Control with Flow Readout	The flow control valve allows the user to adjust the flow to the application. The flow readout allows the user to monitor the flow rate to the application and set flow alarms via the controller.
Auto Refill	Allows for automatic refilling from a customer-supplied water source to ensure the proper fluid level is maintained.
Anti Drainback	Prevents fluid from flowing back to the reservoir when the chiller is installed below the application.
DI Water	Partial flow internal DI cartridge minimizes footprint and maintains fluid resistivity between 1 and 3 megOhm.
RS232 & RS485 Digital Communication	Provides digital communication for remote operation, monitoring and data logging.
Analog I/O	Provides analog communication for remote operation and monitoring. Includes a remote sensor port which allows for remote temperature control of an application when used with a remote sensor (available as an accessory).
Global Voltage	Allows the user to select the appropriate frequency and voltage to enable operation anywhere in the world.
Air-Cooled Condenser	Uses ambient-temperature room air to remove application heat.
Water-Cooled Condenser	Uses facility water to remove application heat.
SEMI S2 Compliance	Compliant with S2-0703, S8-0705, S14-0704, F47-0706.
Deluxe Controller	LCD controller offers the ultimate in ease of use with graphical display and text. Multi-position level sensor enables user to easily monitor the fluid level on the display.
DI Control and Readout*	Allows the user to both set and readout the DI level between 1 and 3 megOhm using the controller.
High Temperature*	Allows for operation from +5°C to +90°C.

*Available with the deluxe controller option.



Standard Controller

- Single line LED Display
- Temperature alarms
- Pressure alarms
- Flow alarms (optional)

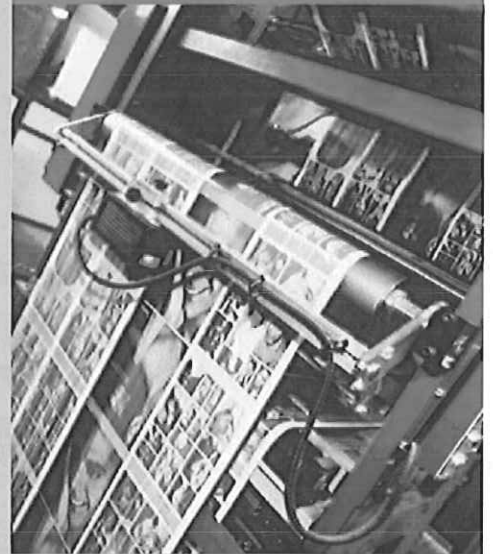
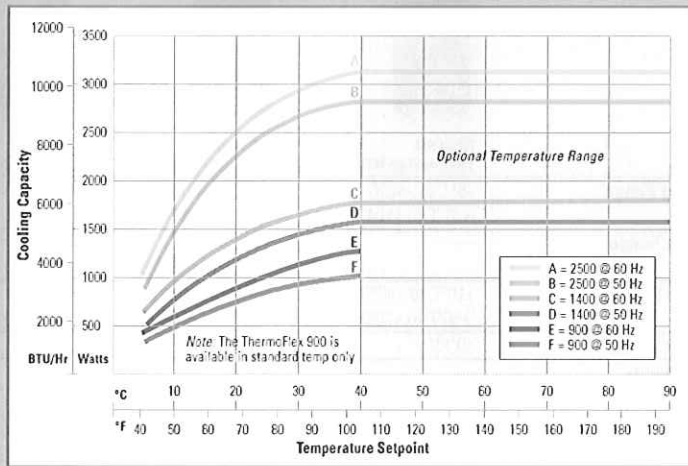


Deluxe Controller

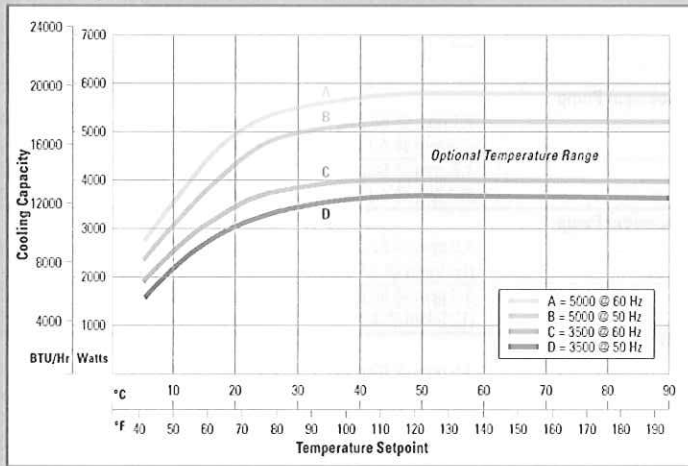
- Multi-line LCD Display
- Full alphanumeric display
- Temperature alarms
- Pressure alarms
- Fluid level readout
- Flow alarms (optional)
- DI control & readout (optional)

Cooling Capacity

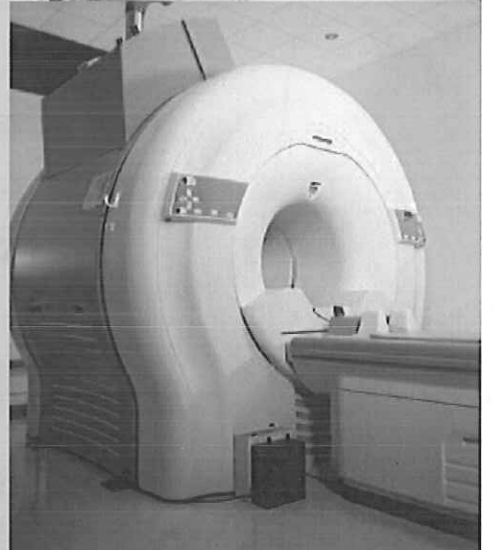
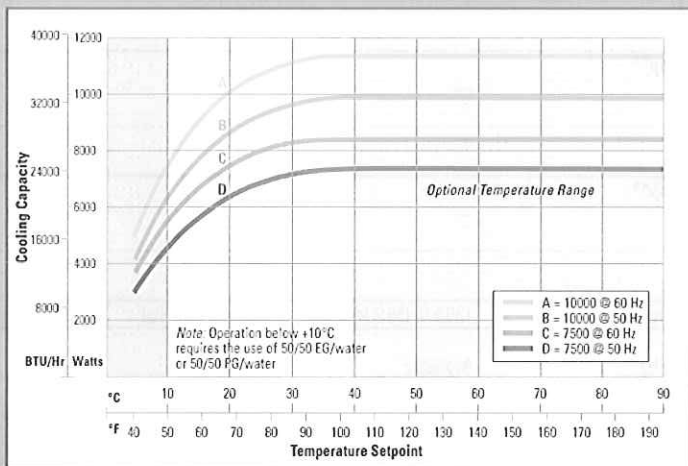
Cooling Capacity for NESLAB ThermoFlex 900, 1400 & 2500



Cooling Capacity for NESLAB ThermoFlex 3500 & 5000



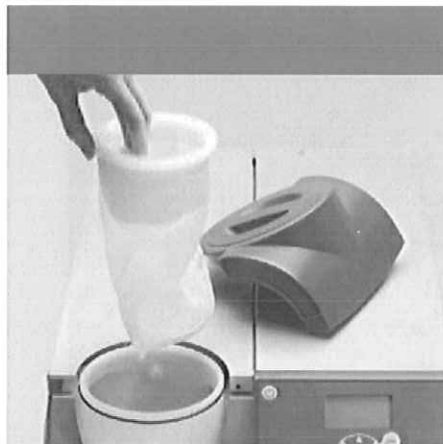
Cooling Capacity for NESLAB ThermoFlex 7500 & 10000



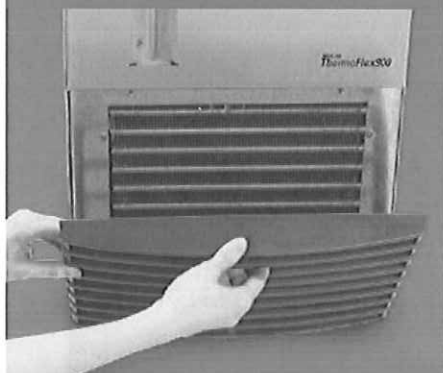
Cooling capacity based on units with P2 pumps with no backpressure.
Other pumps will affect cooling capacity performance.

See back page for pumping capacity.

Thermo Scientific NESLAB ThermoFlex Recirculating Chillers



Patented full flow filter ensures clean fluid to protect your application and maximize recirculation system life.



Easily removable condenser grill and air filter allow for quick and simple cleaning to optimize chiller performance and maximize component life.



Patented integrated funnel design allows for spill proof filling.



NESLAB
ThermoFlex 900



NESLAB
ThermoFlex 1400



NESLAB
ThermoFlex 2500

	NESLAB ThermoFlex 900	NESLAB ThermoFlex 1400	NESLAB ThermoFlex 2500
Standard Temperature Range	+5°C to +40°C (+41°F to +104°F)	+5°C to +40°C (+41°F to +104°F)	+5°C to +40°C (+41°F to +104°F)
Optional Temperature Range	—	+5°C to +90°C (+41°F to +194°F)	+5°C to +90°C (+41°F to +194°F)
Ambient Temperature Range	+10°C to +40°C (+50°F to +104°F)	+10°C to +40°C (+50°F to +104°F)	+10°C to +40°C (+50°F to +104°F)
Temperature Stability	±0.1°C	±0.1°C	±0.1°C
Standard Cooling Capacity			
60 Hz at +20°C	900 W / 3074 BTU	1400 W / 4781 BTU	2500 W / 8538 BTU
50 Hz at +20°C	750 W / 2561 BTU	1170 W / 3996 BTU	2200 W / 7513 BTU
Reservoir Volume	1.9 gallons (7.2 liters)	1.9 gallons (7.2 liters)	1.9 gallons (7.2 liters)
Refrigerant	R134A	R134A	R134A
Physical Dimensions (H x W x D)			
Air-Cooled	27.3 x 14.2 x 24.6 in (69.2 x 36.0 x 62.4 cm)	27.3 x 14.2 x 24.6 in (69.2 x 36.0 x 62.4 cm)	29.0 x 17.2 x 26.5 in (73.6 x 43.6 x 67.3 cm)
Water-Cooled	—	27.3 x 14.2 x 24.6 in (69.2 x 36.0 x 62.4 cm)	29.0 x 17.2 x 26.5 in (73.6 x 43.6 x 67.3 cm)
P1 — Positive Displacement Pump			
60 Hz	2.1 gpm @ 60 psig (7.9 lpm @ 4.1 bar)	2.1 gpm @ 60 psig (7.9 lpm @ 4.1 bar)	2.1 gpm @ 60 psig (7.9 lpm @ 4.1 bar)
50 Hz	1.7 gpm @ 60 psig (6.4 lpm @ 4.1 bar)	1.7 gpm @ 60 psig (6.4 lpm @ 4.1 bar)	1.7 gpm @ 60 psig (6.4 lpm @ 4.1 bar)
P2 — Positive Displacement Pump			
60 Hz	4.0 gpm @ 60 psig (15.1 lpm @ 4.1 bar)	4.0 gpm @ 60 psig (15.1 lpm @ 4.1 bar)	4.0 gpm @ 60 psig (15.1 lpm @ 4.1 bar)
50 Hz	3.3 gpm @ 60 psig (12.5 lpm @ 4.1 bar)	3.3 gpm @ 60 psig (12.5 lpm @ 4.1 bar)	3.3 gpm @ 60 psig (12.5 lpm @ 4.1 bar)
T1 — Turbine Pump**			
60 Hz	3.5 gpm @ 60 psid (13.2 lpm @ 4.1 bar)	3.5 gpm @ 60 psid (13.2 lpm @ 4.1 bar)	3.5 gpm @ 60 psid (13.2 lpm @ 4.1 bar)
50 Hz	2.5 gpm @ 60 psid (9.5 lpm @ 4.1 bar)	2.5 gpm @ 60 psid (9.5 lpm @ 4.1 bar)	2.5 gpm @ 60 psid (9.5 lpm @ 4.1 bar)
P3 — Centrifugal Pump**			
60 Hz	—	—	—
50 Hz	—	—	—
P4 — Centrifugal Pump**			
60 Hz	—	—	—
50 Hz	—	—	—
P5 — Centrifugal Pump**			
60 Hz	—	—	—
50 Hz	—	—	—
Unit Weight (for pump type P2 only)	130.5 lb (59.2 kg)	130.5 lb (59.2 kg)	175.5 lb (79.6 kg)
Voltage Options			
115 V/60 Hz & 100 V/50 Hz ^{1,2}	Available	Available	—
100 V/60 Hz & 100 V/50 Hz ^{1,2}	Available	Available	—
208-230 V/60 Hz & 200 V/50 Hz ^{1,2}	Available	Available	Available
230 V/50 Hz ¹	Available	Available	Available
200-230 V/50-60 Hz Global Voltage ^{1,2}	Available	Available	Available
208-230 V/60 Hz/3 phase ^{1,2}	—	—	—
400 V/50 Hz/3 phase ¹	—	—	—
460 V/60 Hz/3 & 400 V/50 Hz/3 ^{1,2}	—	—	—

Standard Compliance

(for all ThermoFlex recirculating chillers)

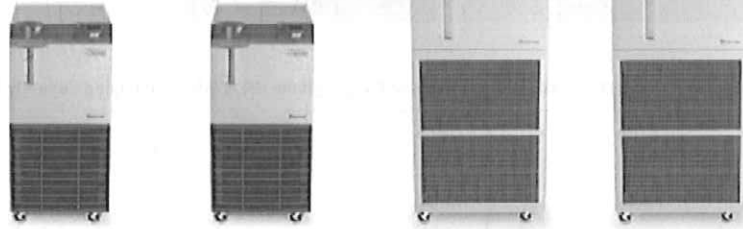


US 105974_C_000

¹CE compliant
²CSA compliant

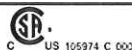
Specifications obtained at sea level using water as the recirculating fluid, at a +20°C process setpoint, +25°C ambient condition, at nominal operating voltage. Other fluids, process temperatures, ambient temperatures, altitude or operating voltages will affect performance. Cooling capacity based on units with P2 pumps with no backpressure. Other pumps will affect cooling capacity performance. Specifications subject to change.

**Pressure values for centrifugal and turbine pumps are differential pressures between the inlet and the outlet of the unit.



	NESLAB ThermoFlex 3500	NESLAB ThermoFlex 5000	NESLAB ThermoFlex 7500	NESLAB ThermoFlex 10000
Standard Temperature Range	+5°C to +40°C (+41°F to +104°F)	+5°C to +40°C (+41°F to +104°F)	+5°C to +40°C (+41°F to +104°F)	+5°C to +40°C (+41°F to +104°F)
Optional Temperature Range	+5°C to +90°C (+41°F to +194°F)	+5°C to +90°C (+41°F to +194°F)	+5°C to +90°C (+41°F to +194°F)	+5°C to +90°C (+41°F to +194°F)
Ambient Temperature Range	+10°C to +40°C (+50°F to +104°F)	+10°C to +40°C (+50°F to +104°F)	+10°C to +40°C (+50°F to +104°F)	+10°C to +40°C (+50°F to +104°F)
Temperature Stability	±0.1°C	±0.1°C	±0.1°C	±0.1°C
Standard Cooling Capacity				
60 Hz at +20°C	3500 W / 11953 BTU	5000 W / 17076 BTU	7500 W / 25575 BTU	10000 W / 34100 BTU
50 Hz at +20°C	3050 W / 10416 BTU	4400 W / 15027 BTU	6425 W / 21910 BTU	8500 W / 28985 BTU
Reservoir Volume	1.9 gallons (7.2 liters)	1.9 gallons (7.2 liters)	4.75 gallons (17.9 liters)	4.75 gallons (17.9 liters)
Refrigerant	R407C	R407C	R407C	R407C
Physical Dimensions (H x W x D)				
Air-Cooled	38.9 x 19.3 x 30.9 in (98.7 x 48.8 x 78.4 cm)	38.9 x 19.3 x 30.9 in (98.7 x 48.8 x 78.4 cm)	52.3 x 25.2 x 33.8 in (132.7 x 63.9 x 85.6 cm)	52.3 x 25.2 x 33.8 in (132.7 x 63.9 x 85.6 cm)
Water-Cooled	38.9 x 19.3 x 30.9 in (98.7 x 48.8 x 78.4 cm)	38.9 x 19.3 x 30.9 in (98.7 x 48.8 x 78.4 cm)	45.9 x 25.2 x 33.8 in (116.6 x 63.9 x 85.6 cm)	45.9 x 25.2 x 33.8 in (116.6 x 63.9 x 85.6 cm)
P1 — Positive Displacement Pump				
60 Hz	2.1 gpm @ 60 psig (7.9 lpm @ 4.1 bar)	—	—	—
50 Hz	1.7 gpm @ 60 psig (6.4 lpm @ 4.1 bar)	—	—	—
P2 — Positive Displacement Pump				
60 Hz	4.0 gpm @ 60 psig (15.1 lpm @ 4.1 bar)	4.0 gpm @ 60 psig (15.1 lpm @ 4.1 bar)	4.0 gpm @ 60 psig (15.1 lpm @ 4.1 bar)	4.0 gpm @ 60 psig (15.1 lpm @ 4.1 bar)
50 Hz	3.3 gpm @ 60 psig (12.5 lpm @ 4.1 bar)	3.3 gpm @ 60 psig (12.5 lpm @ 4.1 bar)	3.3 gpm @ 60 psig (12.5 lpm @ 4.1 bar)	3.3 gpm @ 60 psig (12.5 lpm @ 4.1 bar)
T1 — Turbine Pump**				
60 Hz	3.5 gpm @ 60 psid (13.2 lpm @ 4.1 bar)	3.5 gpm @ 60 psid (13.2 lpm @ 4.1 bar)	—	—
50 Hz	2.5 gpm @ 60 psid (9.5 lpm @ 4.1 bar)	2.5 gpm @ 60 psid (9.5 lpm @ 4.1 bar)	—	—
P3 — Centrifugal Pump**				
60 Hz	10 gpm @ 32 psid (37.9 lpm @ 2.2 bar)	10 gpm @ 32 psid (37.9 lpm @ 2.2 bar)	10 gpm @ 32 psid (37.9 lpm @ 2.2 bar)	10 gpm @ 32 psid (37.9 lpm @ 2.2 bar)
50 Hz	10 gpm @ 20 psid (37.9 lpm @ 1.4 bar)	10 gpm @ 20 psid (37.9 lpm @ 1.4 bar)	10 gpm @ 20 psid (37.9 lpm @ 1.4 bar)	10 gpm @ 20 psid (37.9 lpm @ 1.4 bar)
P4 — Centrifugal Pump**				
60 Hz	15 gpm @ 57 psid (56.8 lpm @ 3.9 bar)	15 gpm @ 57 psid (56.8 lpm @ 3.9 bar)	—	—
50 Hz	15 gpm @ 34 psid (56.8 lpm @ 2.3 bar)	15 gpm @ 34 psid (56.8 lpm @ 2.3 bar)	—	—
P5 — Centrifugal Pump**				
60 Hz	—	—	20 gpm @ 60 psid (75.7 lpm @ 4.1 bar)	20 gpm @ 60 psid (75.7 lpm @ 4.1 bar)
50 Hz	—	—	20 gpm @ 35 psid (75.7 lpm @ 2.4 bar)	20 gpm @ 35 psid (75.7 lpm @ 2.4 bar)
Unit Weight (for pump type P2 only)	264 lb (120 kg)	264 lb (120 kg)	356 lb (161.5 kg)	356 lb (161.5 kg)
Voltage Options				
115 V/60 Hz & 100 V/50 Hz ^{1,2}	—	—	—	—
100 V/60 Hz & 100 V/50 Hz ^{1,2}	—	—	—	—
208-230 V/60 Hz & 200 V/50 Hz ^{1,2}	Available	Available	—	—
230 V/50 Hz ¹	Available	Available	—	—
200-230 V/50-60 Hz Global Voltage ^{1,2}	Available	Available	—	—
208-230 V/60 Hz/3 phase ^{1,2}	—	—	Available	Available
400 V/50 Hz/3 phase ¹	—	—	Available	Available
460 V/60 Hz/3 & 400 V/50 Hz/3 ^{1,2}	—	—	Available	Available

Standard Compliance
(for all ThermoFlex recirculating chillers)



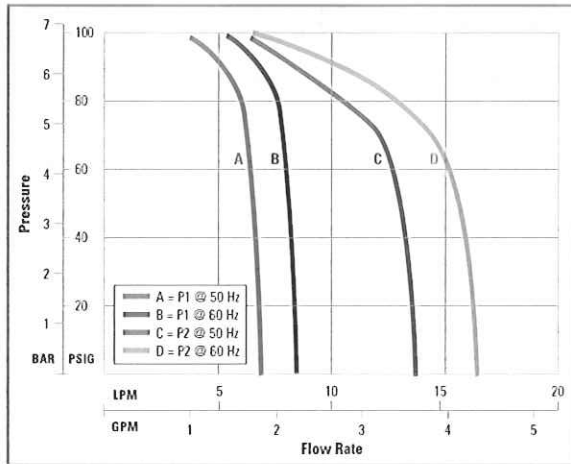
¹CE compliant
²CSA compliant

Specifications obtained at sea level using water as the recirculating fluid, at a +20°C process setpoint, +25°C ambient condition, at nominal operating voltage. Other fluids, process temperatures, altitude or operating voltages will affect performance. Cooling capacity based on units with P2 pumps with no backpressure. Other pumps will affect cooling capacity performance. Specifications subject to change.

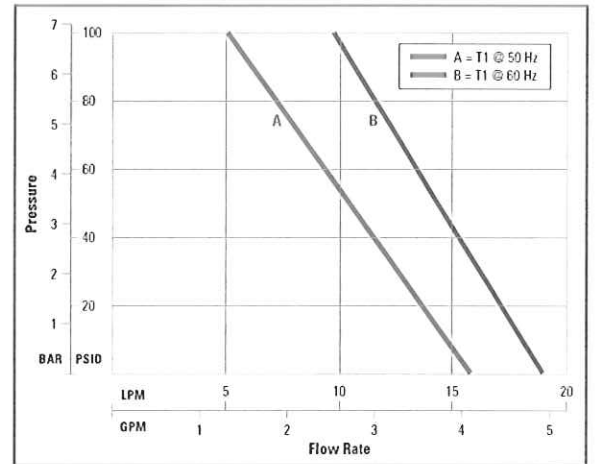
**Pressure values for centrifugal and turbine pumps are differential pressures between the inlet and the outlet of the unit.

Pumping Capacity

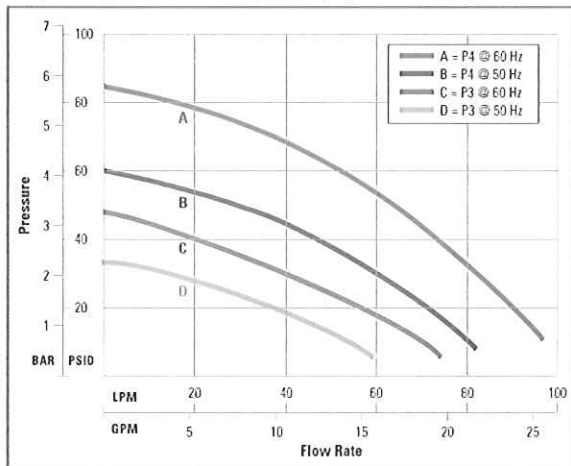
Pumping Capacity for Positive Displacement Pump Options (P1 & P2)



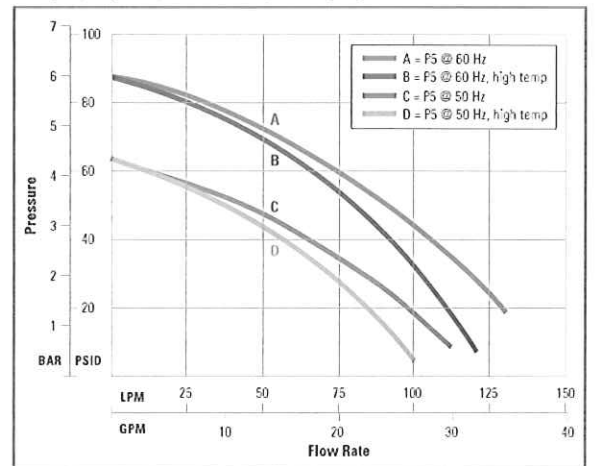
Pumping Capacity for Turbine Pump Option (T1)*



Pumping Capacity for Centrifugal Pump Options (P3 & P4)*



Pumping Capacity for Centrifugal Pump Option (P5)*



*Pressure values for turbine and centrifugal pumps are differential pressures between the inlet and the outlet of the unit. Cooling capacity based on units with P2 pumps with no backpressure. Other pumps will affect cooling capacity performance.

For more information about Thermo Scientific NESLAB recirculating chillers, visit www.thermo.com/thermoflex, or see our comprehensive range of temperature control equipment at www.thermo.com/tcprocess.

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 Germany: +49 (0) 721 4 09 44 44 or info.tc.de@thermofisher.com; United Kingdom: +44 (0) 1785 82 52 00 or info.tc.uk@thermofisher.com
Asia: China: +86 (21) 68 65 45 68 or info.tc.china@thermofisher.com; India: +91 (22) 27 78 11 01 or info.tc.in@thermofisher.com

Rev. 07/12

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:**
N/A 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,
N/A 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,
N/A 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:**
N/A 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:**
N/A 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:**
N/A 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:**
N/A 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:**
N/A 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
N/A Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Patricia L. French

Date: 13 February 2013

Title: Order Administrator

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Thermo Electron North America, LLC

Authorized Signature: Patricia L. Finch Date: 13 February 2013

State of WISCONSIN

County of DANE, to-wit:

Taken, subscribed, and sworn to before me this 13 day of February, 2013

My Commission expires 15 February, 2013

AFFIX SEAL HERE

NOTARY PUBLIC William R. Finch



Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.

Notary required to **AFFIX SEAL** on Purchasing Affidavit.