



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

**Purchase Order**

PURCHASE ORDER NO:  
 LABSUP08

PAGE  
 1

BLANKET RELEASE  
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CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER  
 3

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

VENDOR

\*709005833 800-345-2100  
 THOMAS SCIENTIFIC  
 PO BOX 99  
 SWEDESBORO NJ 08085-0099

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

**AGENCY COPY**

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/11/2009		NET 30		223336902			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT		
DELIVERY DATE	CAT. NO.	ITEM NUMBER					
CHANGE ORDER #03							
TO REMOVE ITEMS CONTAINING ACETONITRILE FROM CONTRACT LABSUP08.							
EFFECTIVE DATE: MARCH 6, 2009							
***** NO ADDITIONAL CHANGES *****							
PURCHASING DIVISION CERTIFIED ENCUMBERED MAR 12 2009 <i>Beverly Toler</i>							
PREVIOUS PO TOTAL==>				OPEN END			
PO NET CHANGE (+)==>							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *JA 3/11/09*

OPEN END  
 TOTAL

*Law & Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304-558-8802  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



P.O. Box 99  
Swedesboro, NJ 08085

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Email: [value@thomassci.com](mailto:value@thomassci.com)

[www.thomassci.com](http://www.thomassci.com)

March 6<sup>th</sup>, 2009

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

Attn: Jo Ann Adkins

Re: Acetonitrile based products on LABSUP08

Dear Jo Ann:

Over the past several months, a world wide shortage has developed and is in full effect for the foreseeable future related to all Acetonitrile based products. All manufacturers of Acetonitrile based products have put the material on allocation and are not presently able to provide firm commitments as to when orders will be able to be filled.

Along with the product allocation, all of the manufactures have implemented several price increases over the past 6 months and are not able to offer price support for pre existing contract agreements.

Due to these extenuating circumstances, effective 03-10-09 Thomas Scientific is forced to remove all Acetonitrile based products from contract # LABSUP08. Attached is a listing of all Thomas Scientific part #'s which are being removed.

We deeply regret having to take such action, but have no other choice based on the circumstances involved. Thomas Scientific will make every attempt to procure such products for State of WV end users, but we are not able to hold firm pricing while the state of the market place is in such turmoil.

I have included 2 revised copies of the LABSUP08 price book on CD with the impacted Thomas part #'s removed. Please advise if you are able to forward a copy to the file to the auditing entity for the State of West Virginia, or if we should connect with them directly.

Please do not hesitate to contact me at 800-345-2000 x4622 or via email at [timt@thomassci.com](mailto:timt@thomassci.com) with any questions or concerns.

Best Regards,

Tim Tierney  
Thomas Scientific  
Customer Contracts Manager

RECEIVED  
2009 FEB 11 AM 9:52  
WV PURCHASING  
DIVISION

Thomas Part #	Description	UOM	Thomas Contract Code
0144R06	901101 ACETONITRILE 500ML UN1648-3	EA	Chemical
0144R07	901733 ACETONITRILE 4L UN1648-3	EA	Chemical
0144T06	982403 ACETON0.1% FORMIC 4L UN1648-3	EA	Chemical
0145J85	90111 12X1PT ACETONITRILE UN1648-3	CS	Chemical
0148L14	9011-3 ACET/NITRILE 4L UN1648-3	EA	Chemical
0148L15	9011-3 CS4X4L ACETONITRILE UN1648-3	CS	Chemical
0148Q35	9255-2 ACETONITRILE UN1648-3	EA	Chemical
0148Q36	9255-2 CS 6X1L ACETONITRILE UN1648-3	CS	Chemical
0148U65	BKR 9255-3 4L ACETONITRILE UN1648-3	EA	Chemical
0148U66	BKR 9255-3 4X4 L ACETONITRILE UN1648-3	CS	Chemical
0149Q15	ACETNTR ACS20L 901107 UN1648-3	EA	Chemical
0561J88	0043-19 20L ACETONITRILE AR UN1648-3	EA	Chemical
0561J89	0043-08 4X4L ACETONITRILE AR UN1648-3	CS	Chemical
0561J90	004308 4L ACETONITRILE AR UN1648-3	EA	Chemical
0561J91	0043-04 12X500ML ACETONITRILE UN1648-3	CS	Chemical
0561J92	004304 500ML ACETONITRILE AR UN1648-3	EA	Chemical
0564G69	6936100 4 L. ACETONITRILE UN1648-3	EA	Chemical
0564N02	H076100 ACETONITRILE 4L UN1648-3	EA	Chemical
0564N29	ACETONITRILE 6936-100 UN1648-3	CS	Chemical
0608T64	AX0149-3 20L ACETONITRILE UN1648-3	EA	Chemical
0611E96	AX0155-1 4L ACETONITRILE UN1648-3	EA	Chemical
0611E97	AX0155-1 4X4L ACETONITRILE UN1648-3	CS	Chemical
0611K45	AX0149-1 CS4X4L ACETONITRILE	CS	Chemical
0611X82	AX0142-6ACETONITRILE 6X1L UN1648-3	CS	Chemical
0611Y89	ACETONITRILE 6X1 PT. AX01466 UN1648-3	CS	Chemical
0612A30	ACETONITRILE 4X4L AX01511 UN1648-3	EA	Chemical
0612A31	ACETONITRILE 4X4L AX01511 UN1648-3	CS	Chemical
C001F61	ACETONITRILE HPLC 4L UN1648	EA	Chemical
C001F61	ACETONITRILE HPLC 4L UN1648	CS	Chemical
C001H38	ACETONITRILE OMNISOLV 20L UN1648	EA	Chemical
C001H39	ACETONITRILE OMNISOLV 4L UN1648	EA	Chemical
C001H39	ACETONITRILE OMNISOLV 4L UN1648	CS	Chemical
C001H41	ACETONITRILE DRISOLV 1L UN1648	EA	Chemical
C001H41	ACETONITRILE DRISOLV 1L UN1648	CS	Chemical
C001H43	ACETONITRILE DRISOLV100ML UN1648	EA	Chemical
C001H43	ACETONITRILE DRISOLV100ML UN1648	CS	Chemical
C001H45	ACETONITRILE HPLC 20L UN1648	EA	Chemical
C001H47	ACETONITRILE ANHYD BIOSYNTH20L UN1648	EA	Chemical
C001H48	ACETONITRILE ANHYD BIOSYNTH4L UN1648	EA	Chemical
C001H48	ACETONITRILE ANHYD BIOSYNTH4L UN1648	CS	Chemical
C001H50	ACETONITRILE ANHYD DNA SYNTH4L UN1648	EA	Chemical
C001H50	ACETONITRILE ANHYD DNA SYNTH4L UN1648	CS	Chemical
C001H92	0.1% TFA IN ACETONITRILE 4L UN1993	EA	Chemical
C001H92	0.1% TFA IN ACETONITRILE 4L UN1993	CS	Chemical
C001N65	ACETONITRILE UV BJ HPLC 1L UN1648	CS	S
C001N65	ACETONITRILE UV BJ HPLC 1L UN1648	EA	S

Thomas Part #	Description	UOM	Thomas Contract Code
C001N66	ACETONITRILE UV BJ HPLC 4L UN1648	CS	V
C001N66	ACETONITRILE UV BJ HPLC 4L UN1648	EA	V
C001N85	TFA ACETONITRILE 0.1% HPLC 4L UN1648	CS	V
C001N85	TFA ACETONITRILE 0.1% HPLC 4L UN1648	EA	V
C001N87	TFA ACETONTRL HPLC 0.05% 4L UN1648	CS	V
C001N87	TFA ACETONTRL HPLC 0.05% 4L UN1648	EA	V
C001N88	ACETONTRL WATER 50/50 HPLC 4L UN1648	CS	V
C001N88	ACETONTRL WATER 50/50 HPLC 4L UN1648	EA	V
C001N89	FORMC ACID ACETONTRL HPLC 0.1% 4L UN1648	CS	V
C001N89	FORMC ACID ACETONTRL HPLC 0.1% 4L UN1648	EA	V
C001N91	FORMC ACD ACETONTRL HPLC 0.05% 4L UN1648	CS	V
C001N91	FORMC ACD ACETONTRL HPLC 0.05% 4L UN1648	EA	V
C001N92	ACETC ACD ACETONTRL HPLC 0.1% 4L UN1648	CS	V
C001N92	ACETC ACD ACETONTRL HPLC 0.1% 4L UN1648	EA	V
C001P00	ACETONITRILE ACS HPLC 4L UN1648	CS	T
C001P00	ACETONITRILE ACS HPLC 4L UN1648	EA	T
C001P09	TFA ACETONITRILE 0.1% NP HPLC 20L UN1648	EA	V
C001P11	TFA ACETONTRL 0.05% NP HPLC 20L UN1648	EA	V
C001P12	ACETONTRL WATER 50/50 NP HPLC 20L UN1648	EA	V
C001P13	FRMIC AC ACTONTRL 0.1% NP HPLC 20L UN1648	EA	V
C001P15	FRMIC AC ACTNTRL 0.05% NP HPLC 20L UN1648	EA	V
C001P16	ACETC AC ACTNITRL 0.1% NP HPLC 20L UN1648	EA	V
C001P26	ACETONITRILE PP ACS 19L UN1648	EA	N
C001Q43	ACETONITRILE NON SPECTO 4L UN1648	CS	N
C001Q43	ACETONITRILE NON SPECTO 4L UN1648	EA	N
C001Q44	ACETONITRILE LOW WATER 4L UN1648	CS	V
C001Q44	ACETONITRILE LOW WATER 4L UN1648	EA	V
C001Q45	ACETONITRILE CF BJ 1L UN1648	CS	M
C001Q45	ACETONITRILE CF BJ 1L UN1648	EA	M
C001Q46	ACETONITRILE CF BJ 4L UN1648	CS	S
C001Q46	ACETONITRILE CF BJ 4L UN1648	EA	S
C001Q99	ACETONITRILE UV 20L NOWPAK UN1648	EA	T
C001R00	ACETONITRILE LW 20L NOWPAK UN1648	EA	N
C001R99	ACETONITRILE BIO 4L UN1648	CS	W
C001R99	ACETONITRILE BIO 4L UN1648	EA	W
C001S35	ACETONITRILE ANHYDROUS 1L UN1648	EA	G
C001S36	ACETONITRILE ANHYDROUS 100ML UN1648	EA	G
C001S51	ACETONITRILE LC MS 1L UN1648	CS	S
C001S51	ACETONITRILE LC MS 1L UN1648	EA	S
C001S52	ACETONITRILE LC MS 2.5L UN1648	CS	V
C001S52	ACETONITRILE LC MS 2.5L UN1648	EA	V
C001S57	0.1% TFA/ACETONITRILE LC MS 1L UN1648	CS	S
C001S57	0.1% TFA/ACETONITRILE LC MS 1L UN1648	EA	S
C001S58	0.1% TFA/ACETONITRILE LC MS 2.5L UN1648	CS	U
C001S58	0.1% TFA/ACETONITRILE LC MS 2.5L UN1648	EA	U
C001S59	0.1% FORMIC ACID/ACTNTRL LC MS 1L UN1648	CS	S

Thomas Part #	Description	UOM	Thomas Contract Code
C001S59	0.1% FORMIC ACID/ACTNTRL LC MS 1L UN1648	EA	S
C001S60	0.1% FRMC ACID/ACTNTRL LC MS 2.5L UN1648	CS	U
C001S60	0.1% FRMC ACID/ACTNTRL LC MS 2.5L UN1648	EA	U
C001S87	0.1% FORMIC ACID N CAN 4L UN1993	EA	N
C001T21	ACETONITRILE AH 4L UN1090	CS	T
C001T21	ACETONITRILE AH 4L UN1090	EA	T
C001T48	ACETONITRILE LP 4L UN1648	CS	X
C001T48	ACETONITRILE LP 4L UN1648	EA	X
C001T49	ACETONITRILE LP 19L UN1648	EA	X
C007J14	ACETONITRILE MAL. H454 4L UN1648-3	EA	Chemical
C007J98	ACETONITRILE 6X500ML UN1648-3	CS	Chemical
C007K15	ACETONITRILE BKR901733.CS4X4L UN1648-3	CS	Chemical
C007K28	ACETONITRILE MALCK 2856. 1L UN1648-3	EA	E
C007K30	ACETONITRILE MALCK 2856. 4L UN1648-3	EA	Chemical
C007K35	ACETONITRILE MCB/EM AX142.4L UN1648-3	EA	E
C007K35	ACETONITRILE MCB/EM AX142.4L UN1648-3	CS	E
C007K41	ACTNTRIL ULT L WTR ACE 100ML UN1648-3	EA	E
C007K49	ACETNTRILE ULT.L.WTR ACS 1L UN1648-3	EA	E
C007K52	ACETONITRILE HPLC 4L UN1648-3	EA	Chemical
C007K54	ACETONTRILE HPLC4X4L UN1648-3	CS	Chemical
C007K60	ACETONITRILE BKR4.9018-03.4L UN1648-3	EA	Chemical
C007K60	ACETONITRILE BKR4.9018-03.4L UN1648-3	CS	Chemical
C007K80	ACETONITRILE EA 1L UN1648-3	EA	Chemical
C007K82	ACETONITRILE CS 6X1L UN1648-3	CS	Chemical
C007K84	ACETONITRILE EA 4L UN1648-3	EA	Chemical
C007K86	ACETONITRILE CS 4X4L UN1648-03	CS	Chemical
C007L01	ACETON/.1%FORMIC EA1L UN1993-3	EA	Chemical
C007L03	ACETON/.1%FORMC CS6X1L UN1993-3	CS	Chemical
C007L05	ACETN/.1%FORMIC EA 4L UN1993-3	EA	Chemical
C007L07	ACETN/.1%FORMICCS4X4L UN1993-3	CS	Chemical
C007L50	ACETON/.1% TFA EA 1L UN1993-3	EA	Chemical
C007L52	ACETN/.1% TFA CS 6X1L UN1993-3	CS	Chemical
C007L54	ACETN/.1% TFA EA 4L UN1993-3	EA	Chemical
C007L56	ACETN/.1% TFA CS4X4L UN1993-3	CS	Chemical



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
				RECEIPT TICKET FOR PURCHASE ORDER:		LABSUP08	
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		175-00-00-001	SUPPLIES: LAB (GLASS/PLASTICWARE, C		_____	_____	
				SIGNATURE _____	DATE _____		
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE