

COMPLETE THIS FORM TO INITIATE SUPPLIER SCOUTING

MEPNN Supplier Scouting Opportunity Synopsis

*The submitting organization (MEP Center, requesting company, federal/state agency) agrees to notify NIST MEP of the status of actions taken as a result of this scouting instance within 30 days after receiving a results report. Notification should be via email to scouting@nist.gov, indicating the following:

- Contact with matches identified in report complete and supply contract awarded, process complete
- Contact with matches identified in report complete and no supply contract awarded, process complete
- Contact with matches identified in report complete and supply negotiations underway, process in progress
- Contact with matches identified in report underway; supply negotiations not yet begun; process in progress
- Contact with matches identified in report not yet begun, process in progress
- Contact with matches identified in report will not occur within the next 6-months, process complete

INSERT ITEM NAME HERE
Thermal Desorption Autosampler System

_____ 10 _____ days

Opportunities will be posted for 30 days unless specified

Item to be Scouted

Please describe the item application/ the end use of item.* Provide the item number if applicable: (N95 Mask vs Protective Mask).

This request is for the purchase of a Thermal Desorption (TD) Autosampler to perform analysis of volatile organic compounds (including PFAS and PFOA) via direct injection to an Agilent Gas Chromatograph/Triple Quadrupole Mass Spectrometer (GC/TQMS). The TD autosampler will be used for confirmation and determination of the volatile chemical composition of air samples from potentially contaminated sites. These contaminants may include any of those from the following EPA methods: TO-14; TO-15; TO-17; and aid in the chemical identification of unknown gases (i.e., PFAS and PFOAs).

2022-096

Supplier Scouting Number (NIST MEP use)

Scouting customer/product NAICS Code, if known

TECHNICAL INFORMATION:	1. Supplier Information	a. Type of supplier being sought*
		<input checked="" type="checkbox"/> Manufacturer <input type="checkbox"/> Contract Manufacturer <input checked="" type="checkbox"/> Distributor <input type="checkbox"/> Other _____
	2. Summary of Technical Specifications and Performance Requirements:	b. Reason for scouting submission*
		<input type="checkbox"/> 2nd Supplier <input checked="" type="checkbox"/> Price <input type="checkbox"/> Re-shore <input type="checkbox"/> Past supplier no longer available <input type="checkbox"/> New Product Startup <input checked="" type="checkbox"/> Other Buy American Act requirement _____
	2. Summary of Technical Specifications and Performance Requirements:	a. Describe the manufacturing processes (elaborate to provide as much detail as possible).*
		NA
		b. Provide dimensions / size / tolerances / performance specifications for the item.*
	2. Summary of Technical Specifications and Performance Requirements:	See attached Statement of Work
c. List required materials needed to make the product, including materials of product components.*		
2. Summary of Technical Specifications and Performance Requirements:	NA	

BUSINESS INFORMATION:	2. Summary of Technical Specifications and Performance Requirements cont:	d. Are there applicable certification requirements?* <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please explain
		Needs to be compliant with Underwriters Laboratory certifications
		e. Are there applicable regulations?* <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain
		f. Are there any other standards, requirements, etc.?* <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Please explain
		g. Additional Comments: Is there other information that would impact the item's performance or usefulness? Please explain. NA
BUSINESS INFORMATION:	3. Volume and Pricing	3a. Estimated potential business volume (i.e., # Units Per Day, Month, Year) *: One unit only
		b. Estimated target price / unit cost information (if unknown, explain) *: \$96,962.10
	4. Delivery Requirements:	a. When is it needed by? (Immediate, 30 Days, 6 months, etc.)* Immediate
		b. Describe packaging requirements (i.e., individually/group packaging)* NA
		c. Where will this item be shipped? * US EPA Attn: John Zimmerman 4930 Old Page Road Durham, NC 27703
	5. Additional Comments:	Is there other information you would like to include?
		NA

Photos or diagrams of the item (helpful but not required).

QUOTATION NO: MKSQ6573

QUOTATION

Prepared For:
 John Zimmerman
 US EPA-RTP
 109 TW Alexander Drive
 Durham
 NC
 27709
 USA

Ken Hellstern

khellstern@schauenburganalytics.com

Date: 07/14/22

Expiry date: 08/13/22

Unity-Ultra-Pro EPA-RTP-Zimmerman-Hellstern

Thank you for your interest in our products and services, we are pleased to present the details of our quote which you can find below.

Details

Part Number	Description	Unit Price	Qty	Disc	Total Price
Thermal Desorption System					
1	<p>U-UNITY-PRO-XR</p> <p>UNITY-ULTRA-xr Pro Bundle, thermal desorber system for up to 199 tubes with automated inlet and outlet split re-collection</p> <p>Automated thermal desorber bundled system for industry standard (3.5-inch x 1/4-inch O.D.) sample tubes with or without RFID tags (TubeTAG™).</p> <ul style="list-style-type: none"> · 199-tube automation with built-in TubeTAG RFID tag read/write functionality for enhanced tube and sample tracking · Quantitative, automated inlet and outlet split re-collection, whilst maintaining up to 100-tube desorption, for repeat sample analysis or data/method validation. · Cryogen-free, compact unit offering compatibility with all tube TD applications. · Sample stacking - multiple samples loaded onto focusing trap before GC injection. · Tubes are sealed using DiffLok caps before, throughout and after analysis to preserve sample integrity and prevent contamination. · Simple, robust operation (no capping or uncapping required) · Pre-programmed parameters for common analytical and conditioning methods, offering rapid set-up. · Automated, intelligent system self-checking diagnostics, including leak isolation. · Preventative maintenance feedback with usage counter. · Compatible with any make of GC(MS) · Configured for electronic carrier gas control (ECC) for stabilisation of retention times. <p>UNITY-ULTRA-xr Pro Bundle includes:</p> <ul style="list-style-type: none"> · UNITY-xr with electronic control of split and desorb flows, ULTRA-xr, and ULTRA-xr Pro. · Transfer line and GC/TD cable for connection to any commercial GC, GC/MS. NB: GC inlet NOT required · Pressure regulators (U-GAS01) for controlling the supply pressure of dry and carrier gas 	\$93,210.00	1	10%	\$83,889.00



- U-T11GPC-2S - general purpose focusing trap suitable for most routine applications
- Markes Instrument Control software for Windows® 7, 8.1, or 10 compatible PC
- 40 pairs of DiffLok™ analytical end caps - 40 inert coated caps (for the sampling/hot end) and 40 stainless steel caps
- All cables necessary for connection to PC.
- 12 month warranty

Services required:

- Electricity supply 100-240 V, 50-60 Hz, 650 W
- 100 ml/min dry air or N2 (50-60 psi, dew point < -50° C) + pure (5.0 grade or better) He, N2 carrier gas (settable 5-60psi)

Requires, but does not include:

- Appropriately configured GC(MS) or alternative analyser with associated data handling
- PC configured with Windows® 7, 8.1, or 10, English operating system, 64-bit and 3 available USB.
- Installation by a fully trained service engineer

2	U-ISDPAC-XR	ISDP accessory for TD100-xr or ULTRA-xr (all versions) with regulator (U-GAS03) for purging IS gas - Field Installable Compatible with TD100-xr, ULTRA-xr, UNITY-ULTRA-xr Pro & ULTRA-xr Pro add-on. Note: only 1 ISDP accessory required for all configurations.	\$8,263.00	1	10%	\$7,436.70
3	U-T12ME-2S	Focusing trap, Material Emissions, for UNITY-xr, TD100-xr, Centri	\$556.00	1	10%	\$500.40

Installation and Familiarization

Part Number	Description	Unit Price	Qty	Disc	Total Price
4	INC-INSTL-TD				
	TD installation, checkout and basic familiarization - Takes up to 2 days and includes all travel costs within mainland USA & Canada	\$5,136.00	1		\$5,136.00

Quote Summary

Terms	30 Days AR		
Delivery	8-10 weeks		
		Total	\$96,962.10

We hope you find this acceptable; if you have any queries please be in touch. If you wish us to proceed please accept the proposal.

Please email Purchase Orders to usorders@markes.com



Your Discount Details

Total list price of quoted items	\$107,165.00
Total Discount	\$10,202.90
Quote Total	\$96,962.10



Terms and Conditions of Sale and Service

These Terms and Conditions of Sale and Service ("Terms") govern the sale of Products and Support and the license of Software by Markes International, Inc. ("Markes") to the customer identified on the order acknowledgement ("Customer").

1. DEFINITIONS

- (a) "Delivery" means the date when Markes places the Product(s) at Customer's or Customer's representative's disposal at the location agreed to by Markes and Customer, or at the location specified in the quotation or order acknowledgement.
- (b) "Product(s)" means any hardware sold or Software licensed under these Terms. "Custom Products" means Products manufactured or configured to meet Customer requirements.
- (c) "Software" means one or more computer programs in object code format, whether stand-alone or bundled with other Products, and related documentation provided to Customer under these Terms.
- (d) "Specifications" means specific technical information about Products which is published by Markes in effect on the date Markes ships the Customer's order.
- (e) "Support" means any standard service such as: hardware maintenance and repair; Software updates and maintenance; or training. "Custom Support" means Support adapted to meet Customer requirements.

2. PRICES

- (a) Prices are FCA Markes' facility in California or Bridgend, UK (Incoterms 2010) unless otherwise specified by Markes in the quotation.
- (b) Prices are valid for the period indicated on the quotation.
- (c) Prices exclude any shipping or freight charges, as well as any sales, value added or similar tax, all of which will be payable by Customer in addition to the purchase price, as applicable. If exemption from taxes is claimed, Customer must provide to Markes a certificate of exemption.

3. ORDERS AND RETURNS

- (a) All orders are subject to acceptance by way of an Order Acknowledgement from Markes.
- (b) Customer may cancel orders for Products (except Custom Products) prior to shipment based on restocking fee; typically, a maximum of 20% of order value will be charged. Cancellation of orders or rescheduling shipment for Custom Products will be subject to Markes' approval. Product returns will also be subject to Markes' approval and return/ refurbishment charges, typically 25% of the order value. This does not affect Customer's statutory rights.
- (c) Markes reserves the right to charge for any additional documentation required which is specific to the Customer's order. Such charges may include, but not limited to, notarising fees, certificate of origin fees and certificate of conformity fees.

4. SHIPMENT AND RISK OF LOSS

- (a) Markes will make reasonable efforts to meet Customer's Delivery and shipment requirements. If Markes is unable to meet Customer's Delivery and shipment requirements, alternative arrangements may be agreed upon at Customer's expense. In the absence of such agreement, Customer's sole remedy is to cancel the order.
- (b) Title to all Products remains with Markes until the Customer has paid the purchase price in full. The Customer may not pledge unpaid Products or transfer title in unpaid Products by way of security. Ownership therefore rests with Markes regardless of Delivery until paid in full; however, once Delivered to Customer, the Product remains under the care of the Customer, and as such the Customer shall be responsible for all damage to the Product.
- (c) On request the Customer shall make every effort to assist Markes in obtaining any applicable export documentation.
- (d) Terms of shipping are FCA (Incoterms 2010), Markes' facility in California or Bridgend, UK, unless otherwise agreed.

5. INSTALLATION AND ACCEPTANCE

- (a) For Products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by Markes. For Products without installation included in the purchase price, acceptance by Customer occurs upon Delivery.
- (b) If Customer schedules or delays installation by Markes more than 30 days after Delivery, Customer acceptance of the Product(s) will occur on the 31st day after Delivery.

6. PAYMENT

- (a) Credit payment terms may be offered subject to Markes credit approval; provided, however, that Markes may at any time demand a payment bond or irrevocable letter of credit, payable at sight against the relevant documents at the counter of the confirming bank, being a

first-class bank in the United States that has adopted the Uniform Customs and Practice for Documentary Credits issued by the International Chamber of Commerce in favor of Markes on the basis of 100% of the value of the respective order that Customer desires to purchase on credit. A draft letter of credit must be presented to and approved by Markes prior to issuance and acceptance of the order.

- (b) Credit payment terms may be offered subject to Markes credit approval. If accepted, payment is due 30 days from Markes' invoice date. Invoices for contractual Support will be issued in advance of the Support period. Markes may change credit or payment terms at any time should Customer's financial condition or previous payment record so warrant. Overdue invoices will incur interest at UK 'statutory interest' rates for late commercial payments.
- (c) Markes may discontinue Support if Customer fails to pay any sum due or fails to perform under this or any other Markes agreement if, after 10 days' written notice, the failure has not been cured.
- (d) Customer shall pay Markes the full purchase price as set forth in Markes' quote. Unless Markes' quote specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Product or Support or any incremental increases thereto shall be paid by Customer. If Markes is required to pay any such charges, Customer shall immediately reimburse Markes. If Customer claims a tax or other exemption or direct payment permit, it shall provide Markes with a valid exemption certificate or permit and indemnify, defend and hold Markes harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Customer shall be charged the lower of 1½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Markes' reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Markes.

7. WARRANTY

- (a) Markes warrants to Customer that any hardware Products shall conform to the Specifications and shall be free from material defects in material and workmanship. The foregoing warranty shall survive for a period of twelve (12) months from the date of Delivery or the date of installation if installed by Markes or a service technician trained and accredited by Markes, or, if Customer schedules or delays installation by Markes more than 30 days after Delivery or availability of the Product for Delivery, the foregoing 12 month warranty shall commence on the 31st day after Delivery or availability of Delivery. The foregoing warranty shall apply to new hardware Products, including any new hardware Products that contain remanufactured parts.
- (b) Markes warrants that the Support or Custom Support shall be performed in a professional and workmanlike manner. The foregoing warranty shall survive for a period of ninety (90) days from the performance of Support or Custom Support services.
- (c) Markes warrants that any Software (i) will not fail to execute its programming instructions due to material defects in materials and workmanship when properly installed and used on the hardware designated by Markes and (ii) will substantially conform to the Specifications. The foregoing warranty shall survive for a period of thirty (30) days from the date of Delivery or the date of installation if the Software was installed by Markes.
- (d) If Customer gives Markes prompt written notice of breach of any of the foregoing warranties within the applicable warranty period specified above, Markes shall, at its sole option and as Customer's sole and exclusive remedy for such breach of warranty, repair or replace the Product (which can include the repair or replacement of the subject parts), re-perform the Support service or refund the purchase price. Unless otherwise agreed to in writing by Markes, (i) Customer will pay expenses for return of such Product(s), (ii) Customer shall be responsible for any labor required to gain access to the Product so that Markes can assess the available remedies, and (iii) Customer shall be responsible for all costs of installation of repaired or replaced Product. If Markes determines that any claimed breach is not, in fact, covered by this warranty, Customer shall pay Markes its customary charges for any repair or replacement made by Markes. Markes will pay expenses for shipment of repaired or replacement Product(s).
- (e) Markes' warranty is conditioned on (i) Customer's operating and maintaining the Product in accordance with Markes' instructions in the country where such Product has been installed, (ii) any installation, maintenance, calibration, repairs or other alterations or modifications being performed by a service technician that has been trained and accredited by Markes, and (iii) Customer not being in default of any payment obligation to Markes. Markes' warranty does not cover damage caused by maintenance, repair or calibration performed a person other than a service engineer trained and accredited by Markes; Customer-supplied or third-party-supplied hardware or software, interfacing or supplies; unauthorized modification; improper use or operation outside of the Specifications for the Product; abuse, negligence, accident, loss or damage in transit; or improper site preparation, misuse or improper installation (unless installed by a technician trained and accredited by Markes).
- (f) THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE MARKES' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. MARKES MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AT LAW OR COURSE OF CONDUCT, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR AN INTENDED PURPOSE, LOSS OF DATA, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, MARKES DOES NOT WARRANT THAT THE OPERATION OF PRODUCTS OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT IT WILL MEET THE SPECIFICATIONS OF CUSTOMER, OR THAT THE SOFTWARE WILL OPERATE IN HARDWARE AND SOFTWARE COMBINATIONS SELECTED BY CUSTOMER.
- (g) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING WARRANTIES SHALL NOT APPLY WHEN THE PRODUCT IS PURCHASED AS PART OF A SYSTEM OR AS AN EX-DEMONSTRATION MODEL. IN SUCH AN INSTANCE MARKES WILL COMMUNICATE IN WRITING THE WARRANTY REGARDING SUCH PRODUCT TO CUSTOMER AT THE TIME OF ORDER. IF NO WARRANTY IS COMMUNICATED TO CUSTOMER IN WRITING AT THE TIME OF THE ORDER, THEN NO WARRANTY, WHETHER EXPRESS OR IMPLIED, WILL APPLY WITH RESPECT TO SUCH PRODUCT AND SUCH PRODUCT SHALL BE SOLD "AS-IS, WHERE-IS" WITH ALL FAULTS ACCEPTED BY CUSTOMER.

8. SUPPORT

- (a) Customer may order Support from Markes' current Support offering as available. Orders for Support are also subject to the Product-specific Support terms and the terms indicated on the quotation.
- (b) To be eligible for Support, Products must be at current specified revision levels and, in Markes' reasonable opinion, in good operating and serviceable condition.
- (c) Product relocation may result in additional Support charges and modified service response times. Support of Products moved to another location is subject to availability.
- (d) Customer is responsible for removing any products not eligible for Support to enable Markes to perform Support services. Additional charges, computed at Markes' standard rates, may be incurred for any extra work caused by such products.
- (e) Support does not cover any damage, defects or failures caused by: (i) use of non-Markes media, supplies and other products; (ii) site conditions that do not conform to Markes' site specifications; or (iii) neglect, improper use, fire or water damage, electrical disturbances, transportation, work, or modification by non-Markes employees or subcontractors, or other causes beyond Markes' control.
- (f) Customer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Customer files, data or programs. Customer will have a representative present when Markes provides Support services at Customer's site. Customer will notify Markes if Products are being used in an environment that poses a potential health hazard to Markes employees or subcontractors. Markes may require Customer to maintain such Products under Markes supervision. In addition, if Products are to be returned to Markes for repair or service, Customer must warrant that there are no potential health hazards to Markes employees or subcontractors due to residual sample, calibrant or similar in the Product.
- (g) If the Support contract is cancelled within the first 60 days a refund shall be provided; should any Support work be carried out before cancellation then the customer will be billed at the current rate, or such sum shall be retained from the refund of contract payment.

9. LICENSES

- (a) All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Markes, and all related intellectual property rights, shall remain Markes' property or the property of Markes' third-party suppliers. Markes grants Customer a limited, non-transferable, worldwide, non-exclusive license to use the Software for internal purposes in accordance with the Specifications and documentation provided with the Software. Such documentation may include license terms provided by Markes' third-party suppliers, which will apply to the use of the Software and take precedence over these license terms. In the absence of documentation specifying the applicable license, Customer is granted the right to use one copy of the Software on one machine or instrument, or as otherwise indicated on the quotation.
- (b) Customer will not disassemble or otherwise modify the Software without written authorization from Markes. Customer may not copy the Software onto any public or distributed network. Customer will not transfer or disclose the Software or the documentation related to the Software to any third party without Markes prior written consent.
- (c) Any breach by Customer of the terms and conditions in this Section 9 shall be deemed a material breach of the Terms and shall not be subject to a cure period. Markes may terminate Customer's license to the Software immediately upon written notice to Customer for breach of the terms in Section 9. Customer must destroy all copies of the Software and related documentation immediately upon notice of termination.

10. LIMITATION OF LIABILITY AND REMEDIES

- (a) NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, MARKES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS, LOST PROFITS, OR COST OF COVER), AND MARKES' TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS, SUPPORT OF SOFTWARE, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE TERMS, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT, SUPPORT OR SOFTWARE THAT IS THE SUBJECT OF THE CLAIM. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) The remedies in these Terms are Customer's sole and exclusive remedies.

11. GENERAL

- (a) Markes will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.
- (b) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned or suffers or commits any similar action, the other party may cancel any unfulfilled obligations.
- (c) Customer who exports, re-exports or imports Products or Software, technology or technical data purchased or licensed hereunder, assumes responsibility for complying with applicable laws and regulations, and for obtaining required export and import authorizations. Markes may suspend performance if Customer is in violation of applicable laws or regulations. Customer agrees to indemnify, defend and hold Markes harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable export laws and regulations.
- (d) Markes and Customer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to these Terms or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to

resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Sacramento, California, before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Markes and Customer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

- (e) These Terms shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Both Markes and Customer reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.
- (f) Provisions herein which by their nature extend beyond the termination of any sale or license of Products or Support will remain in effect until fulfilled.
- (g) Either party may terminate these Terms for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of these Terms), upon issuance of a written notice of a material breach and expiration of a thirty (30) day cure period if such breach has not been cured during such 30-day period. If Customer suspends an order without a change order for ninety (90) or more days, Markes may thereafter terminate this Agreement without liability, upon fifteen (15) days' written notice to Customer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
- (h) Neither party's failure to exercise any of its rights under these Terms will be deemed a waiver or forfeiture of those rights.
- (i) To the extent that any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- (j) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility or life-saving medical devices. Customer is solely liable if Products or Support purchased by Customer are used for these applications. Customer will indemnify and hold Markes harmless from all loss, damage, expense or liability in connection with such use.
- (k) Customer shall use best efforts to provide Markes with the identity of the end user of the Product(s) should Markes be required to provide evidence to government agencies regarding embargoed individuals or organizations on official Sanctions lists.
- (l) Neither party may assign these Terms or an order, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, Markes may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Markes' business and Markes may grant a security interest in the Agreement and/or assign proceeds of the agreement without Customer's consent.

12. Terms applicable to web shop

- (a) All descriptions of the products and services contained on the Markes website or otherwise communicated to any purchaser of such products or services (the "Customer") are approximate only and shall not form any part of the contract between Markes and the Customer. Markes shall not be liable to the Customer for any errors or omissions on the Markes website, the Markes catalogue or other product advertisement. The advertising of products and services on the Markes website is not an offer capable of acceptance; it merely constitutes an invitation by Markes for the Customer to make an offer to purchase products and services. Markes' acceptance of the Customer's order will take place when Markes confirms pricing and delivery dates to the Customer in writing, at which point a contract will come into existence between Markes and the Customer.
- (b) The prices of the products and services are as set out on the Markes website. Markes reserves the right to change prices without prior notice at any time.
- (c) All prices exclude VAT, which Markes will add at the rate applicable at the date of order acceptance.
- (d) Markes reserves the right to decline to trade with any company or person. Markes may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the Customer by telephone, email or facsimile within a reasonable period of receipt of the order by Markes.
- (e) Markes will aim to deliver products in accordance with the times and dates for delivery quoted on the Markes website or by Markes' employees (the 'Quoted Delivery Times'), but Quoted Delivery Times are approximate only and Markes shall not be liable for the consequences of any delay in delivery.

END OF TERMS AND CONDITIONS OF SALE AND SERVICE

Description: This Statement of Work (SOW) is for the purchase of a Thermal Desorption (TD) Autosampler to perform analysis of volatile organic compounds via direct injection to an Agilent Gas Chromatograph/Triple Quadrupole Mass Spectrometer (GC/TQMS).

SCOPE: This item description establishes the minimum requirements for the purchase and installation of a commercially available TD for analysis of volatile organic compounds (including PFAS or PFOA) via direct injection to a GC/TQMS. The TD will be used for confirmation and determination of the volatile chemical composition of air samples from potentially contaminated sites. These contaminants may include any of those from the following EPA methods: TO-14; TO-15; TO-17; and aid in the chemical identification of unknown gases (i.e., PFAS and PFOAs). All necessary components and materials for a complete TD instrument will be included with the following salient characteristics.

SALIENT CHARACTERISTICS:

Design: The instrument shall be of the manufacturer's current design. It shall be a new unit and include any additional features necessary to comply with the requirements specified herein. Additional features which are not specified herein, but are part of the manufacturer's current design, shall be included in the furnished equipment.

Safety: The instrument shall be equipped with all necessary safety devices per National Electric Code for protection against electrical shock hazard. It shall have any other protective devices as necessary to prevent injury to the operator, damage to the equipment, or erroneous data input or output.

Warranty: The complete TD instrument, software, and interface boards will include a 1-year warranty on all parts and labor to become effective on day of acceptance by the government as established in the receiving report.

General Specifications: The TD instrument shall be of the manufacturer's most current proven commercial design, providing the capabilities and performance characteristics specified herein as minimum requirements:

- The TD instrument must interface with a Agilent 7890/7010B GC/TQMS system.
- The TD instrument must be software controlled and the software must be compatible with Windows 10 Operating System
- The TD instrument shall have a minimum tube loading and analysis capacity of 100 tubes.
- The TD instrument shall have fully automated, quantitative re-collection of both the inlet and outlet split flows from up to 100 sample tubes onto respective re-collection tubes such that the entire unanalyzed portion of each sample, from any single or double split method, is re-collected. The re-collected sample is needed for repeat analysis, sample archiving and method/data validation.
- The TD instrument shall have sample flow paths that are chemically inert.

- The TD instrument shall be able to analyze 3.5-inch (89 mm) x ¼-inch (6.4 mm) stainless steel tubes.
- The TD instrument shall provide option for automated tracking system for tubes.
- The TD instrument shall have the ability to introduce a gaseous internal standard onto tube prior to analysis or deploying to the field for sampling.
- The TD instrument shall have the ability to dry purge a tube prior to analysis or deploying to the field for sampling.
- The TD instrument shall have electronic mass flow control of all gas flows.
- The TD instrument's analytical sequence must include an ambient temperature, no-flow leak test of every tube prior to analysis, to ensure data integrity. In the event a tube has failed the leak test, the system should continue to test and analyze subsequent tubes. Any tube which fails the leak test must remain intact and unanalyzed, maintaining sample integrity until the fault is diagnosed and the sample can be successfully analyzed.
- The TD instrument must be compatible with the entire TD application range of target compounds without any change to the sample flow path. i.e., It must be possible to analyze compounds ranging in volatility from C2 to n-C44 hydrocarbons, plus labile compounds which require low (<125 °C) flow path temperatures, all on the same system without modification. It must be possible to set the flow path, including valve, at temperatures below 100°C to prevent degradation of heat sensitive compounds. It must also be possible to set the flow path at temperatures above 200°C to allow quantitative recovery of semi-volatility compounds, including n-C44.
- The TD instrument shall have a focusing trap minimum heating capability of 100°C/sec.
- The TD instrument shall be compliant with US EPA Method TO-17.

On-Site Instrument Verification and Training:

- The vendor shall provide on-site verification by demonstration that the instrument is in working order and meets the salient characteristics of this item description.
- The vendor shall provide at least one (1) on-site instrument and software training/familiarization class during installation for up to four people.

SUGGESTED SOURCES:

- Markes International, Inc.
2355 Gold Meadow Way
Gold River
Sacramento, California 95670
Contact - Mark Lemons - Field Sales
Mobile: (336) 942-0313, Email: mlemons@Markes.com

- Agilent Technologies
2850 Centerville Road BU3-2
Wilmington, DE 19808
Contact – Art Hentschel – 877-640-5084