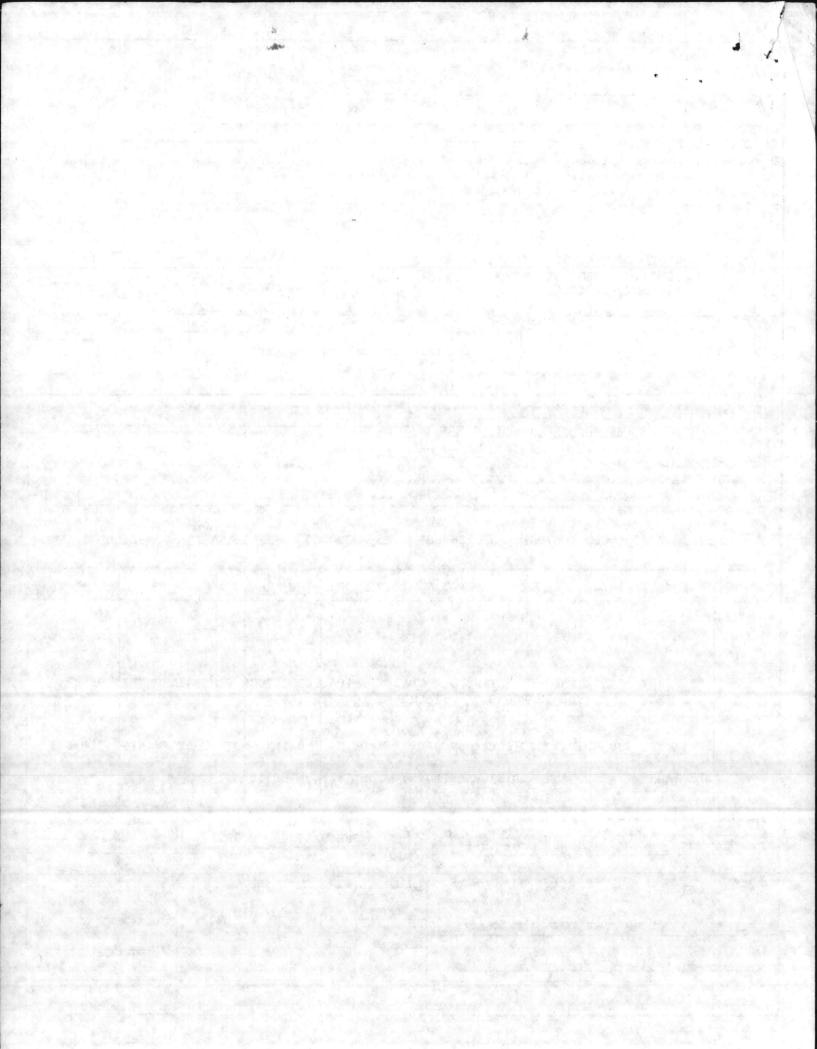
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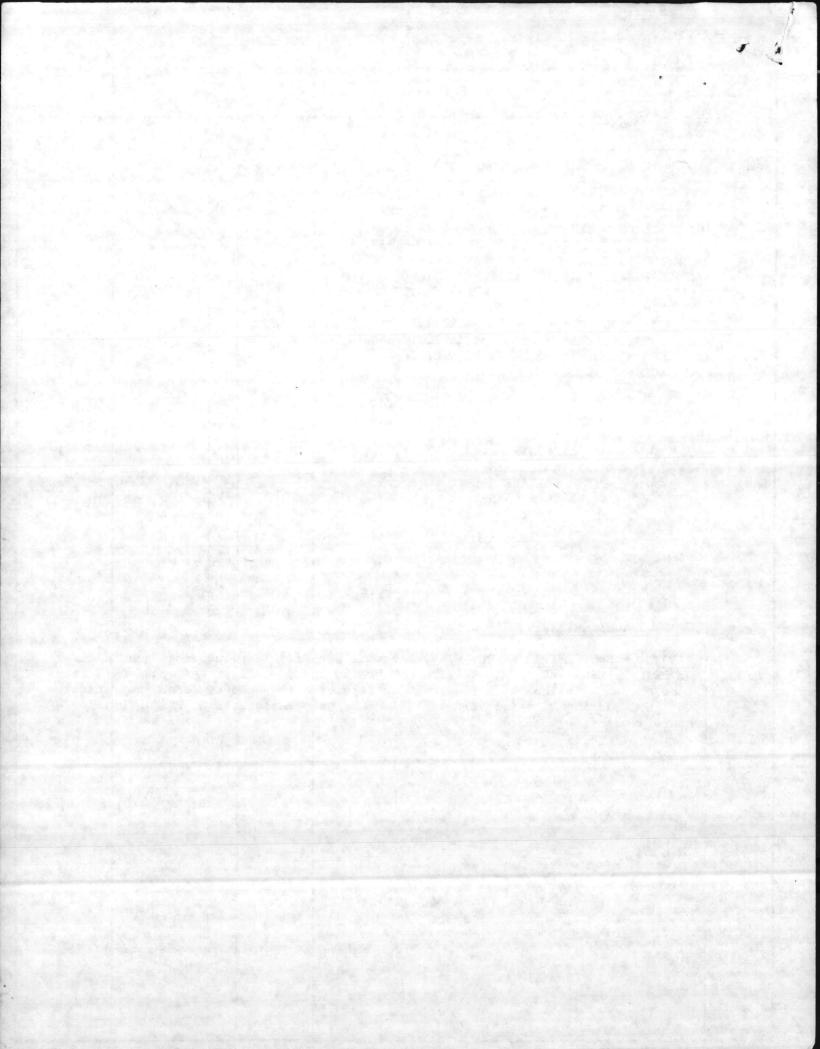
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NAME OF OFFEROR OR CONTRACTOR GRAINGER LABORATORIES

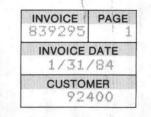
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Grainger Laboratories, Inc.

5500 Commercial Avenue RALEIGH, N.C. 27612 Phone (919) 787-3061



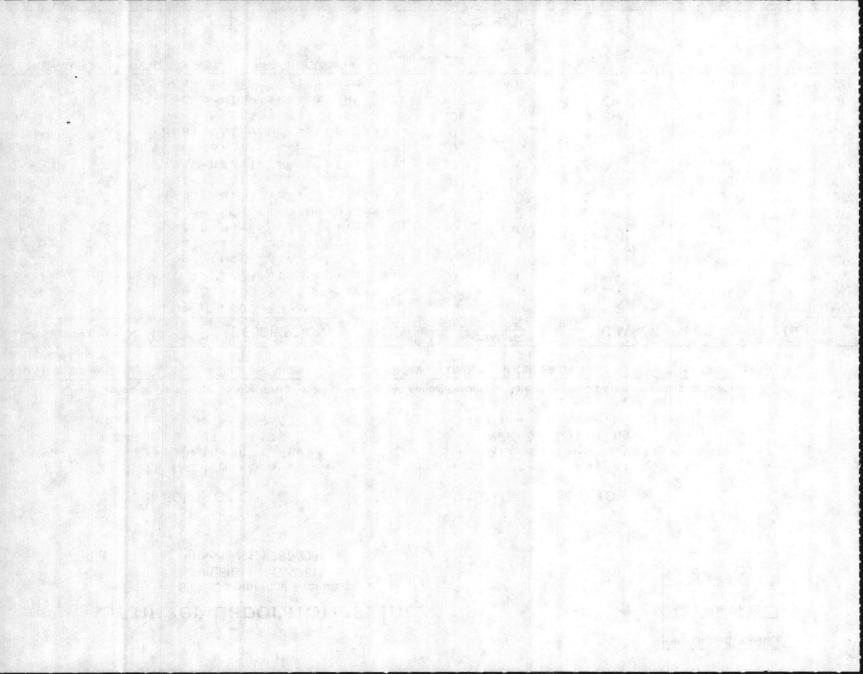
SOLD TO

Quality Control Lab,USMCB Att:Elizabeth Betz,Supvsr NREAD, Building 1103 Camp Lejeune,NC 28542

SENT TO

Quality Control Lab,USMCB Att:Elizabeth Betz,Supvsr NREAD, Building 1103 Camp Lejeune,NC 28542

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Grainger Laboratories, Inc.

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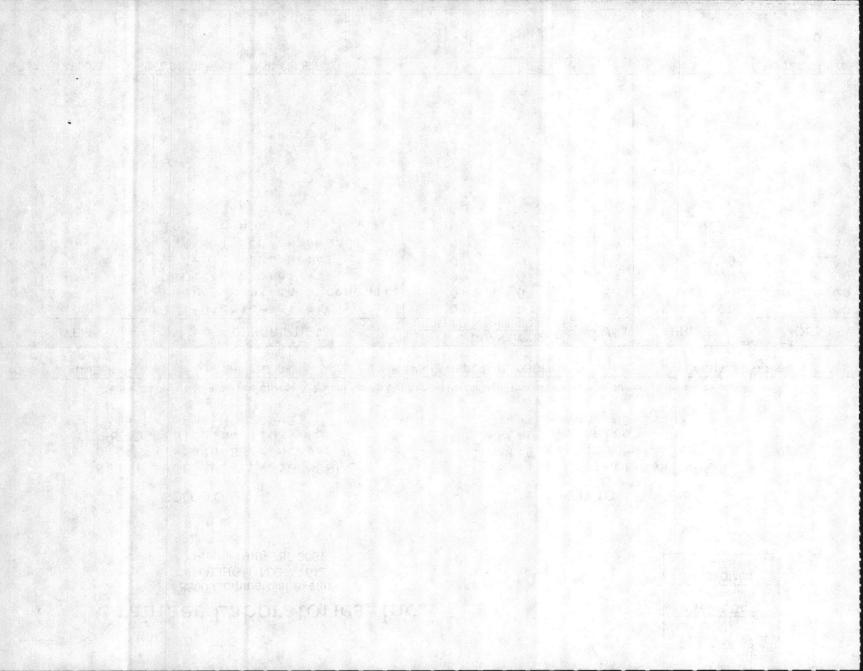
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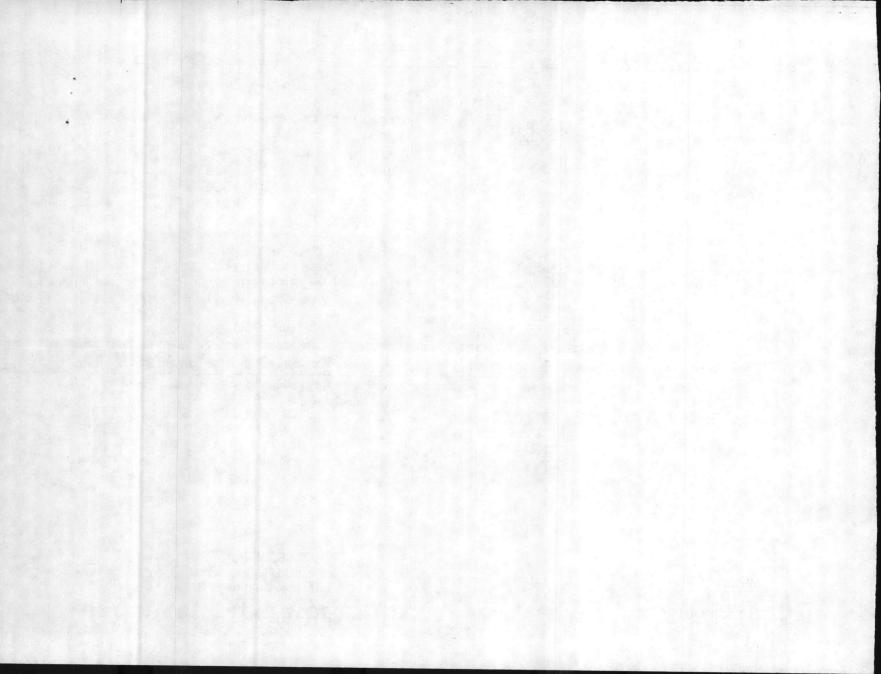
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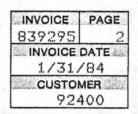
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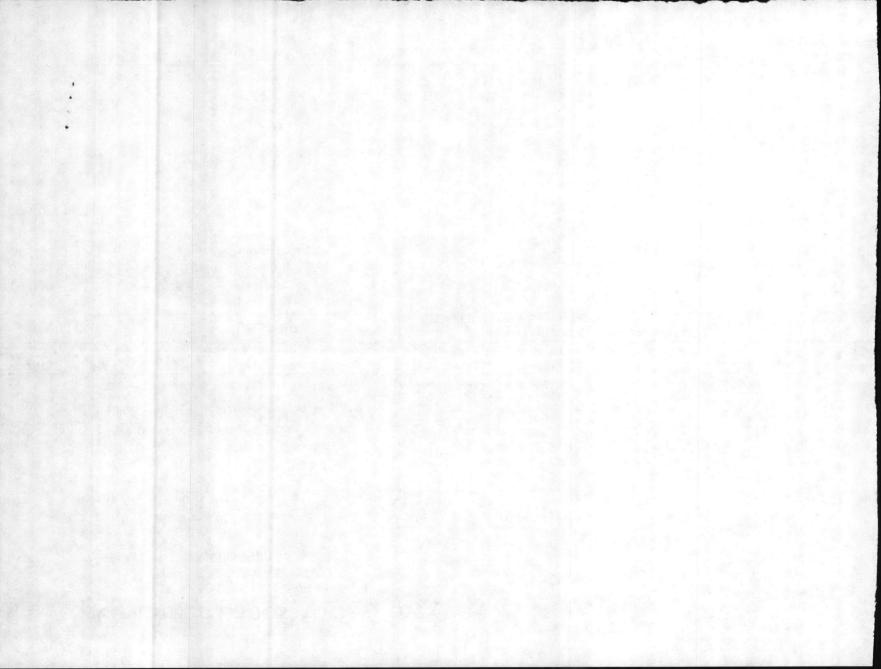
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THIS PARAGRAPH APPLIES ONLY TO QUOTATIONS SUBMITTED:

Supplies are of domestic origin unless otherwise indicated by quoter. The Government reserves the right to "onsider quotations or modifications thereof received after the date indicated should such action be in the interest of the Government. This is a request for information and quotations furnished are not offers. When quoting, complete blocks 11, 12, 22, 23, 25. If you are unable to quote, please advise. This request does not commit the Government to pay any cost incurred in preparation or the submission of this quotation or to procure or contract for supplies or services.

GENERAL PROVISIONS

1. INSPECTION AND ACCEPTANCE - Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any Government Inspection and test contained in specifications a pplicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical reauliements for the manufactures' part numbers specified herein.

2. VARIATION IN QUANTITY - No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. PAYMENTS — Invoices shall be submitted in quadruplicate (one copy shall be marked "Original") unless otherwise specified, and shall contain the following information: Contract or order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants.

4. DISCOUNTS - In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when acceptance is at the point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Government, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

5. DISPUTES - (This contract is governed by the Contract Disputes Act of 1978 (Public Law 95-563) (the "Act"). The Act provides administrative procedures for the submittal, analysis, negotiation, and if necessary, litigation of claims relating to this contract. The parties to this contract must comply with certain time restrictions on rendering of contracting officer decisions on claims, and on the appeal of those decisions. Further details on the rights and remedies under the Act may be found in the DAR at 1-314.)

6. FOREIGN SUPPLIES - This contract is subject to the Buy American Act (41 U.S.C. 10a-d) as implemented by Section VI of the DAR and any restrictions in appropriation acts on the procurement of foreign supplies. The quotation must identify any foreign items to be furnished.

7. CONVICT LABOR - In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

8. OFFICIALS NOT TO BENEFIT - No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES - (a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor. to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Secretary or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. CONDITION FOR ASSIGNMENT – This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), unless or until the supplier has been requested and has accepted this order by executing the Acceptance hereon.

12. COMMERCIAL WARRANTY - The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

13. PRIORITIES, ALLOCATIONS, AND ALLOTMENTS —The Contractor shall follow the provisions of DMS Reg. 1, or DPS Reg. 1 and all other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill this order.

14. FAST PAYMENT PROCEDURE-

(a) General. This is a fast payment order. Invoices will be paid on the basis of the Contractor's delivery to a post office, common carrier, or, in shipment by other means, to the point of first receipt by the Government.

(b) Responsibility for Supplies. Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specified destination. If shipment is by means other than post office or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the purchase order, the Contractor shall assume all responsibility and risk of loss for supplies (i) not received at destination, (ii) damaged in transit, or (iii) not conforming to purchase requirements. The Contractor shall either replace, repair, or correct such supplies promptly at his expense, provided instructions to do so are furnished by the Contracting Officer within ninety (90) days from the date title to the supplies vests in the Government. (180 days for oversea shipment.)

(c) Preparation of Invoice.

(1) Upon delivery of supplies to a post office, common carrier, or in shipments by other means, the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with Clause 3 of the General Provisions of Purchase Order, except that invoices under a blanket purchase agreement shall be prepared in accordance with the provisions of the agreement. All invoices shall also be prominently marked "Fast Pay."

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of three (3) years and to furnish such bills to the Government when requested for audit purposes.

(3) In the event this order requires the preparation of a Material Inspection and Receiving Report (DD Form 250), the Contractor has the option of either preparing the DD Form 250 or including the following information on the invoice, in addition to that required in (c)(1) above: (A) a statement in prominent letters "NO DD 250 PREPARED", (B) shipment number: (C) mode of shipment: and (D) at line item level, (i) National Stock Number and or manufacturer's part number, (ii) unit of measure, (iii) Ship-To-Point, (iv) Mark-For-Point if in contract, and (v) MILSTRIP document number if in contract. When a DD Form 250 is not required, the invoice will include the following information: (i) Ship-To-Point, (ii) Mark-For-Point and MILSTRIP document number if in contract, as well as the information in (c)(i) above. In all cases where no DD Form 250 is prepared, a copy of the invoice will be included in each shipment.

6. 1

(d) Certification of Invoice. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that such supplies are in the quantity and of the quality designated by the cited purchase order.

OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

15. (This clause applies if this contract is for services and is not exempted by applicable regulations of the Department of Labor.)

SERVICE CONTRACT ACT OF 1965 – Except to the extent that an exemption, variation or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (*current minimum wage*). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

ADDITIONAL GENERAL PROVISIONS

16. CHANGES- The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in (1) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment, under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this con-tract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

17. TERMINATION FOR DEFAULT - The Contracting Officer, by written notice, may terminate this contract, in whole or In part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocuring similar supplies or services; provided that, if (1) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 18. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

18. TERMINATION FOR CONVENIENCE — The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Section VIII of the Defense Acquisition Regulation in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

19. ASSIGNMENT OF CLAIMS – Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off (See Clause 11).

	Δ	CCEPTANCE	
		NTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PRE MS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM	
IAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED
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* U.S. G.P.O. 1983-605-010:8579

STANDARD FORM 36, JULY 1966

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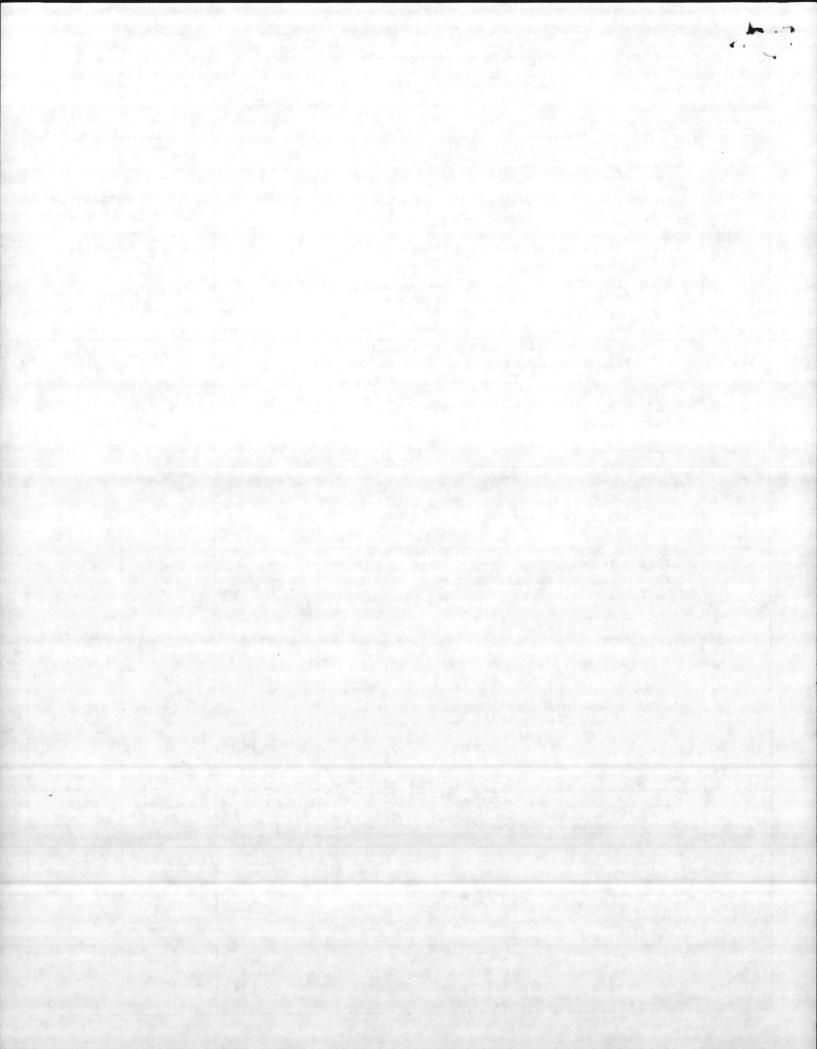
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	RD LABORATORIES	INC.				
TEM NO.		SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	% SEDIMENT, % SULFUR AN BARIUM, CAL SELENIUM, A FOLLOWING C XYLENE, TETF 1, 1, 1 TRI	RGANICS: METHYLENE CHLORIDE, ACHLOROETHYLENE, TRICHLOROETHYLE CHLOROETHANE, ACETONE, TOLUENE,	NE,			
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	BOTTLES, RESULT BE MAILED TO:	S OF TESTING, AND INVOICES WILL				
	NREAD BLDG. 1103, ATTN: ELIZ CAMP LEJEUN					
	REQUIRED CLAUSES	5:				
~	TO CERTIFY THAT	ICER'S AUTHORIZED REPRESENTATIVE: 42, IS HEREBY DESIGNATED AS THE C THE INVOICED PRICE OF THIS ORDER N SATISFACTORILY PERFORMED AND TH	ONTRACTIN IS "FAIR	G OFF	ICER'S REPI REASONABLE	RESENTATIVE
	FAR 52.210-5 FAR 52.222-26	NEW MATERIAL EQUAL OPPORTUNITY		1 1	APR 1984 APR 1984	
	FAR 52.222-36	AFFIRMATIVE ACTION FOR HANDI WORKERS	CAPPED	1	APR 1984	
	FAR 52.222-4	CONTRACT WORK HOURS AND SAFE STANDARDS OVERTIME COMPENSATION GENERAL	ТҮ	1	APR 1984	
· (1	FAR 52.247-34	F.O.B. DESTINATION	1	E L		1

0109-200-3401



UNIGINAL INVOICE

GUILFORD LABORATORIES, INC.

DATE: 09/28/84 INVOICE NO. 17427

827 Huffman Street P. O. Box 9735, Plaza Station Greensboro, N. C. 27408 Phone - 274-2907

SOLD TO	DEPT. OF NAVY - QUALITY CONTROL LAB NAT.RES.& ENV. AFF. MARINE CORP. BASE CAMP LEJUNE NC 28542	SHIPPED TO
1	ATTN ELIZABETH BETZ	

KINDLY RETURN YELLOW COPY WITH YOUR REMITTANCE

DESCRIPTION	AMOUNT
CONTRACT/P.O. #M93170-4208-1915 THEMICAL ANALYSIS ON FOUR SAMPLES #3432-#3435 (COMPOSITES OF #17-#31) \$ \$492.00 PER SAMPLE	1968.00
TOTAL NET 30	\$1968.00

r represents that with respect to the production of the articles and/or the services covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1938, as amended. A FINANCE CHARGE OF 11/2 % PER MONTH EQUAL TO 18% PER ANNUM IS CHARGED TO ALL ACCOUNTS 30 DAYS PAST DUE. Analysis Completed (when results were received and reviewed):OCT 5 1984' Invoice Received: OCT 5 1984

I certify that the materials/services listed here on were received and accepted.

1

Elizabeth A. Betz 1800 1984 Date