

SPECIAL CONTRACT TERMS AND CONDITIONS

CONTRACT SCOPE/OVERVIEW: This Contract No. CN00002044 (identified here and in the other documents as the "Contract") will cover the requirements of Commonwealth agencies for Explosive Device Mitigation and Remediation Equipment.

This is a multiple award contract for Detection Equipment, Chemical, Biological, Radiological. A complete listing of equipment categories covered under this contract is included herein. The manufacturer may (at their discretion), qualify bidders who may submit bids for their product line or take the business direct or distribute the business through an authorized dealer or reseller chain. Product lines may change at any time without approval. The Commonwealth reserves the right to request manufacturer costs (such as for audit purposes), but these actual costs will never be exposed to competitors or the public in general.

The goal of this contract is to provide manufacturers/dealers/resellers, the best opportunity to sell products while providing contract users with the latest technology at the best possible prices. The contract also allows agencies to obtain quick turnaround calibration services for kits made up of multiple manufacturers' equipment.

LEASES OR INSTALLMENT PURCHASE OF EQUIPMENT: Manufacturers and/or resellers, may make certain equipment available for lease or installment purchase. The attached leasing and installment purchase terms and conditions shall apply to such procurement.

ORDER OF PRECEDENCE: These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions For Statewide Contracts for Supplies. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions For Statewide Contracts for Supplies, these Special Contract Terms and Conditions shall prevail.

TERM OF CONTRACT: The Contract shall commence on the Effective Date, which shall be no earlier than May 1, 2003 and expire on April 30, 2004.

OPTION TO EXTEND: The Department of General Services reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

OPTION FOR SEPARATE COMPETITIVE BIDDING PROCEDURE: The Department of General Services reserves the right to purchase supplies covered under this Contract through a separate competitive bidding procedure, whenever the department deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the supply exists or the price offered is significantly lower than the Contract price.

E-CATALOG: The Commonwealth may require the awarded bidder(s) to supply its price list/catalog and any updated price lists/catalogs in electronic format. Price lists/catalogs must be provided in one of the following formats: Word document, Excel spreadsheet, or PDF file on 3.5-inch diskette or CD-ROM.

OPTION TO RENEW: The Contract or any part of the contract may be renewed for four (4) additional one (1) year terms by mutual agreement between the Department of General Services and the contractor(s). If the Contract is renewed, the same terms and conditions shall apply. If the Contract is renewed for an additional year, new performance security or a rider supplementing the original security will be required for the renewal period.

ENDORSEMENTS: Successful bidders shall not advertise or publicize in any way a written or verbal endorsement that their equipment is being used by the Commonwealth of PA without the written approval of the Department of General Services.

PRICE LISTS: Price lists must be submitted with the bid proposal. If price lists are not submitted, bidders will be given two (2) business days to submit price lists. The price list should be the most recent and the date of this price list must correspond with the date submitted in the official bid sheet. Bidders must offer a percent discount from the price lists described and referenced in the items sheets included in this invitation for bids.

Only bids offering discounts from the referenced price lists shall be considered for award. Discounts shall be fixed for the contract period. Bidders will be required to supply the entire manufacturer's product line, including services if applicable, within the confines of the categories as defined by the Commonwealth in this invitation for bids. **The date of the price list must be cited on bid sheets.** Discount percentages may not be decreased during the contract period or any extensions or renewals thereof. Discounts may be increased at any time either for an individual order or as a permanent change to the contract. Any reference, which may appear on any Price List, to any terms and conditions, such as F.O.B. shipping point, minimum order amount or quantity, or Prices subject to change, will not be a part of any contract with the successful bidder(s) and will be disregarded by the Commonwealth. Federal GSA pricing (without terms and conditions) is acceptable.

STANDARD WARRANTY: The bidder's price shall include the standard manufacturer's warranty for all products provided. The warranty shall commence upon delivery. All bidders are required to complete the attached warranty table. The information shall represent manufacturer's standard warranty. Failure to complete this table may result in the bid being deemed ineligible for award.

UPDATE OPTION: The awarded vendor may request updates to their awarded pricing once every quarter during the months of January, April, July and October to reflect manufacturer price increases, as well as deletions and substitutions of a manufacturer's discontinued items, and the introduction of new products. The first update request will be permitted during the first quarter after the contract has been effect for three (3) months. In the event the contract is renewed for subsequent annual periods, additional update requests will be permitted. The percentage discounts may not be decreased during the term of the contract and any extensions or renewals thereto.

Vendors shall submit a letter to the appropriate buyer listed herein requesting review and approval of the update(s). It is the responsibility of the awarded vendor to adequately justify changes. All price update requests must be accompanied by a letter of verification from the manufacturer showing the manufacturer has increased their prices to all suppliers. All discontinued product requests must be accompanied by published information, supplied by the manufacturer, outlining the discontinued product(s). Vendors will be notified in writing, by the buyer, indicating approval/disapproval of the request. Upon approval, vendors may issue new price and/or product lists to requesting agencies.

At no time are awarded vendors permitted to unilaterally change the products or pricing on this contract. Approval must be granted, in writing, by the Department of General Services.

MINIMUM ORDER: The minimum order under this contract shall be three thousand dollars (\$3,000.00).

INQUIRIES: Direct all questions concerning this contract to:

Ann Kimmel, Buyer
Bureau of Purchases
414 North Office Building
Harrisburg, PA 17125
Telephone: 717-783-0764
Fax: 717-783-6241
akimmel@state.pa.us

CONTRACT CN00002044

LEASING AND INSTALLMENT PURCHASE TERMS AND CONDITIONS

I. General.

- (A) These Leasing and Installment Purchase Terms and Conditions ("Terms and Conditions") to Contract No. CN00002044, Explosive Device Mitigation & Remediation Equipment, allows bidders to offer equipment and software covered by the contract through leasing and installment purchase options. If offered by a bidder and accepted by the Commonwealth, Commonwealth agencies shall, in addition to the outright purchase of equipment and software as provided by Contract CN00002044, have the option to either lease equipment or purchase equipment through an installment purchase from the contractor, as well as financed software and other items in Contract CN00002044. Leases and installment purchases shall be in accordance with the following terms (in addition to the terms and conditions of Contract No. CN00002044). The ordering Commonwealth Agency shall indicate its election to lease equipment (each such lease transaction hereinafter called a "Lease") or purchase equipment through an installment purchase (each installment purchase transaction hereinafter called an "Installment Purchase") on the applicable purchase order issued to the contractor. Such Lease or Installment Purchase may also include financed software or other items in Contract CN00002044 that are financed (in either case "Financed Items").
- (B) The contractor may assign such purchase order and Lease or Installment Purchase to a third party ("Initial Assignee") who will fund the purchase of the equipment and Financed Items (and in the case of a Lease, take title to the equipment) and assume the right to receive all payments thereunder. The consent of the Commonwealth to such assignment by the contractor shall not be required. The contractor shall notify the Commonwealth of its assignment to an Initial Assignee in its acknowledgment to the Commonwealth Agency of the purchase order and by providing the Commonwealth Agency with a copy of an assignment agreement between the contractor and the Initial Assignee.
- (C) Notwithstanding any provisions to the contrary in Contract CN00002044, in the event of an assignment of a Lease or Installment Purchase to an Initial Assignee, the Initial Assignee shall only be bound to the obligations of the contractor as they are specified in these Terms and Conditions and shall not be responsible for any additional representations, warranties, covenants or obligations of the contractor as provided in the remainder of Contract CN00002044. The Commonwealth waives any claims it may have against the Initial Assignee for any loss, damage or expense caused by the equipment or any Financed Item or any defect therein or use or maintenance thereof. The Commonwealth acknowledges that the Initial Assignee is not the supplier of the equipment or Financed Items and is not responsible for its selection or installation. Once an acceptance certificate in the form attached hereto as Exhibit A is executed by the ordering Commonwealth Agency and is received by Initial Assignee, if any portion of the equipment or Financed Items is unsatisfactory for any

reason, the ordering Commonwealth Agency shall, nevertheless, continue to make payments under the applicable Lease or Installment Purchase and shall make any claim against the contractor or the manufacturer, but not against the Initial Assignee or any subsequent assignee of the Initial Assignee.

- (D) The rights of the Initial Assignee and any subsequent assignee to receive payments under a Lease or Installment Purchase are absolute and unconditional and shall not be affected by any right of set-off or defense of any kind whatsoever once an acceptance certificate in the form attached here to as Exhibit A is executed by the ordering Commonwealth Agency and is received by Initial Assignee.

II. Pricing Plans. The contractor agrees to provide the equipment and Financed Items covered by Contract No. CN00002044 through three pricing plans (in addition to outright purchase which is already covered by Contract CN00002044):

- A. 24/36/48/60 month Lease with Purchase Option
- B. 24/36/48/60 month Lease with Fair Market Value Option
- C. 24/36/48/60 month Installment Purchase

The pricing plan selected by the ordering Commonwealth agency shall be identified on the purchase order.

III. Term. The term of each Lease or Installment Purchase shall commence on the date the equipment and/or Financed Items are accepted by the ordering Commonwealth agency (as evidenced by an acceptance certificate in the form attached hereto as Exhibit A) and shall continue for the period of time of the pricing plan as designated on the purchase order.

IV. Payments.

A. Full term intention. The ordering Commonwealth agency shall pay the applicable monthly or annual rent or Installment Purchase payment for the equipment and Financed Items, as shown on the payment schedule (in substantially the forms attached hereto as Exhibit B), which must be signed by the contractor or Initial Assignee (if applicable) and the Commonwealth Agency, and attached to the purchase order. Payment shall be made by the ordering Commonwealth Agency, for the full term, unless the purchase order is terminated by the Commonwealth agency for contractor Default under Sections VI(K)(2) or VII(F)(2) herein or nonappropriation of funds.

B. Nonappropriation. The Commonwealth agency's obligation is payable only and solely from funds allotted for the purpose of the Lease or Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Lease or Installment Purchase for any fiscal year subsequent to the one in which the purchase order was issued, the Commonwealth agency may return the equipment to the contractor or Initial Assignee (if applicable) and thereafter be released of all further obligations, provided: (i) The Commonwealth agency delivers

unencumbered title to the equipment to the contractor or Initial Assignee (if applicable), (ii) The equipment is returned to the contractor or Initial Assignee (if applicable) in good condition, reasonable wear and tear excepted, and (iii) thirty (30) days written notice is given to the contractor or Initial Assignee (if applicable) stating the failure of appropriations as the reason for return and certifying that the equipment is not being replaced by similar equipment from another vendor. In the event the Commonwealth agency returns the equipment for failure of appropriations, all amounts then due to the contractor or Initial Assignee (if applicable) through the end of the fiscal year for which sufficient funds have been appropriated shall be paid by the Commonwealth agency.

- V. Leasing Terms and Conditions. The following terms and conditions shall apply if the ordering Commonwealth agency selects a Twenty-four (24) month, a Thirty-six (36) month, a Forty-eight (48) month or a Sixty (60) Month Lease:
- A. Title. Title in or to the equipment shall not pass to the Commonwealth but shall remain in the contractor or Initial Assignee (if applicable). The equipment shall remain personal property and shall not become a fixture or affixed to real property. The Commonwealth will keep the equipment free and clear of all encumbrances except the contractor's or any assignee's security interest. At the request of the contractor or Initial Assignee (if applicable), the Commonwealth will join the contractor or Initial Assignee in executing one or more financing statements, pursuant to the Uniform Commercial Code or other registration law applicable to the location of the equipment. The contractor or Initial Assignee (if applicable) will pay the cost of filing the financing statement(s) in all public offices wherever filing is deemed by the contractor or Initial Assignee to be necessary or desirable.
 - B. Risk of Loss. The contractor shall assume and bear the risk of loss, damage, or theft to the equipment and all component parts thereof while same is in the Commonwealth's possession, unless it could have been prevented by the Commonwealth's exercise of reasonable care or diligence in the use, protection, or care of the equipment. No loss or damage to the equipment shall impair any obligation of the contractor or of the Commonwealth, except as hereinafter expressly provided. Unless the damage could have been prevented by the Commonwealth's exercise of reasonable care or diligence in the use, protection, or care of the equipment, the contractor shall repair or cause to be repaired all damages to the equipment, if the contractor determines the equipment can be economically repaired. In the event that the equipment is stolen, destroyed or rendered irreparable, unusable, or damaged as determined by the contractor, the Lease shall terminate and the Commonwealth's obligation to pay rent for the equipment shall be deemed to have ceased as of the date of the loss.
 - C. Assignment. The Commonwealth shall not assign any Lease hereunder or any interest therein, or sublease the equipment without the prior written consent of the contractor or its assignee. the contractor may assign the purchase order and the Lease and/or grant security interests therein, in whole or in part to an Initial Assignee and such Initial Assignee may further

assign a Lease and/or grant a security interest therein to a subsequent assignee without the consent of the Commonwealth. Any other assignment by the contractor shall require the prior written consent of the Commonwealth. Upon notice to the ordering Commonwealth agency, the contractor may assign payments under any Lease to a third party.

- D. Purchase Option. If the Commonwealth is not in default, it shall have the right to buy the equipment "as is with no additional warranty" at the expiration of the Lease term by tendering the purchase option amount. For Lease with Fair Market Value Option, the fair market value of the equipment shall be as established by the contractor or Initial Assignee (if applicable) which shall not exceed the then purchase price of the equipment as established by Contract No. CN00002044. For Leases with Purchase Option, the purchase option amount shall be determined by applying the credits from the accrual of equity towards the purchase price. Upon the Commonwealth's exercise of this purchase option, all right, title and interest in the equipment shall pass to the Commonwealth upon payment.
- E. Extension. If the Commonwealth has not elected to purchase the equipment at the expiration of a Lease term, and as long as the Commonwealth is not in default under the Lease, the Lease (other than Leases that expire five years from date of installation) may be extended upon receipt by the contractor or Initial Assignee (if applicable) of written notification from the Commonwealth. The extension will be under the same terms and conditions then in effect, including rent (but not less than fair market rental value) and will continue until the earlier of termination by either party upon one month's prior written notice or five years from the date of installation.
- F. Return of Equipment. At the expiration or termination of a Lease for any item of equipment, or upon demand by the contractor, or Initial Assignee (if applicable) pursuant to Section VI. (K), Default, the Commonwealth shall promptly return the equipment, freight prepaid, to a location in the continental United States specified by the contractor or Initial Assignee (if applicable). The Commonwealth agency shall pay the applicable rent for the equipment until it has been shipped to the contractor in accordance with the subsection. Since the Commonwealth has, as a matter of policy, determined that all hard drives contain information that is confidential or sensitive, the contractor shall, at its discretion, either 1) remove and destroy the hard drive from the equipment or 2) clean the hard drive to Office of Administration/U.S. Department of Defense standards. The contractor will be required to provide written certification to the Commonwealth agency that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards. Except in the event of a total loss of the equipment pursuant to paragraph V. (B) herein and except for those costs associated with the removal, destruction and cleaning of the hard drives, the Commonwealth shall pay any costs and expenses incurred by the Contractor or Initial Assignee (if applicable) to place the equipment in good operating condition in accordance with the specifications. All parts removed and replaced by the contractor shall become the

property of contractor or Initial Assignee (if applicable). The contractor's or Initial Assignee's (if applicable) costs and expenses associated with 1) the contractor's or Initial Assignee's (if applicable) cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards and 2) the contractor's or Initial Assignee's (if applicable) removal and destruction of a hard drive shall be included in the rental amount. No additional charges will be paid by the Commonwealth agency for 1) the contractor's or Initial Assignee's (if applicable) cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards and 2) the contractor's or Initial Assignee's (if applicable) removal and destruction of a hard drive upon the return of an item of equipment.

G. Warranties: Quiet Enjoyment. The contractor or Initial Assignee (if applicable) grants to the Commonwealth the benefit of any and all warranties made by the manufacturer or supplier of the equipment or Financed Items during the term of a Lease. The contractor warrants that neither the contractor nor anyone acting or claiming through the contractor, by assignment or otherwise, will interfere with the Commonwealth's quiet enjoyment of the use of the Equipment so long as no event of default shall have occurred and be continuing. However, in the event of an assignment of a Lease hereunder to an Initial Assignee, such Initial Assignee (and any subsequent assignee) warrants that neither it nor anyone acting or claiming through it by assignment or otherwise, will interfere with the Commonwealth's quiet enjoyment of and use of the Equipment, so long as no event of default shall have occurred and be continuing.

H. Liability.

1. The Commonwealth assumes all risks and liabilities for injury to or death of any person or damage to any property, in any manner arising out of possession, use, operation, condition, or storage of any piece of equipment or Financed Item by the Commonwealth agency whether such injury or death be with respect to agents or employees of the Commonwealth or of third parties, and whether such property damage be to the Commonwealth's property or the property of others; provided, however, that said damage or injury results from the negligence of Commonwealth, its agents or employees, and provided that judgment has been obtained against the Commonwealth. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, the Department of General Services or any Commonwealth agency.

2. The Commonwealth shall, during the term of the Lease, self-insure with respect to the risks which it has assumed under subparagraph (I)(1) above, including, but not limited to, risks of public liability and property damage under Act 142 of October 5, 1980, P.L. 693, 42 Pa. C.S. A. Section 8522.

I. Financing and Prepayment. If a Lease provides for financing of software or other Financed Items, the contractor will pay the charges for such Financed Items directly to the supplier (if such supplier is not the

contractor). In the event the Lease is assigned to an Initial Assignee, the Initial Assignee will pay such charges directly to the contractor or the supplier. If the payments under the purchase order have been assigned to an Initial Assignee, the Commonwealth's obligation to pay rent for those items of software or other Financed Items which have been delivered and for which acceptance certificates have been received shall not be effected by any discontinuance, return or destruction of any license or licensed program materials or any dissatisfaction with any service financed under the Lease. The Commonwealth may terminate any Financed Item (but not an item of equipment) by prepaying its remaining rent. The Commonwealth shall provide the contractor or Initial Assignee (if applicable) with notice of the intended prepayment date which shall be at least one month after the date of the notice. The contractor or Initial Assignee may, depending on market conditions at the time, reduce the remaining rent to reflect such prepayment and shall advise the Commonwealth of the balance to be paid. If, prior to Lease expiration, the Commonwealth purchases equipment related to a Financed Item or if the Lease for such equipment is terminated, for any reason (except if funds are not appropriated as described in paragraph IV (B)), the Commonwealth shall at the same time prepay such Financed Item, if it has been delivered and for which an acceptance certificate has been received.

J. Default

1. If the Commonwealth (1) does not pay a rent payment within thirty (30) days after the due date and such non-payment continues for fifteen (15) days after receipt of written notice from the contractor or Initial Assignee (if applicable) that the Commonwealth Agency is delinquent in payment of any rent; (2) breaches any other provision under these Terms and Conditions and such breach continues for fifteen (15) days after receipt of written notice thereof from the contractor or Initial Assignee (if applicable); or (3) files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency or similar law, the contractor or its assignee may pursue and enforce the following remedies:
 - a. Terminate the applicable purchase order.
 - b. Take possession of any or all items of equipment without any court order or other process of law and for such purpose, the contractor or its assignee may enter upon the premises where the equipment may be and may remove the same therefrom upon written notice of its intention to do same, without being liable to any suit or action or other proceeding by the Commonwealth. The contractor or its assignee may, among its options, sell the equipment at public or private sale for cash or credit. The Commonwealth agency shall be liable for the contractor's or the assignee's expense of retaking possession and the removal of the equipment and placing the equipment in good operating

condition (if it is not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. When the equipment is returned to the contractor or its assignee, it shall include only those items that were purchased as per the purchase order.

- c. Recover from the Commonwealth agency all rent payments then due and the net present value of the amount of the remaining rent payments. The present value of such remaining rent payments shall be calculated using a discount rate equal to the average of the weekly two and three year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's or its assignee's termination of the applicable purchase order. The Treasury Constant Maturities are published in Statistical Release .15 and can be accessed via the Federal Reserve Board internet website.

2. In the event of default by the contractor, the Commonwealth may pursue one or more of the following remedies.

- a. If the payments under the purchase order have been assigned to an Initial Assignee, the Commonwealth shall continue to make rent payments for those units of equipment which have been delivered for which acceptance certificates have been received, and cancel its order without liability for payment for those units which have not been delivered and for which acceptance certificates have not been received. The amount of the rent payments shown in the payment schedule will be recalculated, however, to take into consideration and pay for the actual number of units which were delivered and for which acceptance certificates have been received. If no acceptable units of equipment have been delivered and accepted, the Commonwealth agency may terminate the purchase order without liability to make any payments.
- b. If the payments under this agreement have not been assigned to an Initial Assignee, the Commonwealth agency may setoff or counterclaim against its obligation to make the payments any and all damages incurred by the Commonwealth as a result of the contractor's default.

VI. Installment Purchase Terms and Conditions. The following terms and conditions shall apply if the ordering Commonwealth agency selects a Twenty-Four (24) month, Thirty-Six (36) month, a Forty-eight (48) month or a Sixty (60) month Installment Purchase:

- A. Title and Security Interest. Title to the equipment passes to the Commonwealth at the time and place of delivery to the Commonwealth of each unit of equipment. the contractor or its duly authorized assignee

shall have a purchase money security interest in the equipment, its substitutions, replacements, accessions and modifications, until payment of all installments as set forth in the payment schedule are made. Upon payment of the final installment, or any concluding payment option, the contractor or his duly authorized assignee shall have no further interest in the equipment. The equipment shall remain personal property and shall not become a fixture or affixed to real property. At the request of the contractor or Initial assignee (if applicable) the Commonwealth will join the contractor or Initial Assignee in executing one or more financing statements, pursuant to the Uniform Commercial Code or other registration law applicable to the location of the equipment. the contractor or Initial Assignee (if applicable) will pay the cost of filing the financing statement(s) in all public offices wherever filing is deemed by the contractor or Initial Assignee to be necessary or desirable. The Commonwealth will keep the equipment free and clear of all encumbrances except the contractor's or any assignee's security interest.

B. Assumption of Risks.

1. The Commonwealth agency shall, after acceptance of the equipment, assume and bear the risk of loss, damage, or theft of the equipment all components parts thereof caused by Act of God and its own employees, agents, or others except the contractor or (if applicable) Initial Assignee. No such loss or damage to the equipment shall impair any obligation of the Commonwealth agency, which shall continue in full force and effect except as hereinafter provided. In the event that all or part of the equipment shall, as a result of the above-mentioned causes, become lost, stolen, destroyed, or rendered irreparably unusable or damaged, as reasonably determined by the Commonwealth agency, then the Commonwealth agency shall provide the contractor or (if applicable) Initial Assignee with written notice in regard thereto and, at its option, either (a) replace the equipment with like equipment, or (b) pay pro rata to the contractor or (if applicable) Initial Assignee all payments then currently due in the amount indicated in payment schedule plus the pro rata principal portion of remaining installments. The pro rata principal portion of remaining installment payments is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the purchase order.
2. The Commonwealth assumes all risks and liabilities for injury to or death of any person or damage to any property, in any manner arising out of possession, use, operation, condition, or storage of any piece of equipment or Financed Item by the Commonwealth agency whether such injury or death be with respect to agents or employees of the Commonwealth or of third parties, and whether such property damage be to the Commonwealth's property or the property of others; provided, however, that said damage or injury

results from the negligence of Commonwealth, its agents or employees, and provided that judgment has been obtained against the Commonwealth. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, the Department of General Services or any Commonwealth agency.

- C. Insurance. The Commonwealth shall, during the term of the Installment Purchase, self-insure with respect to the risks which it has assumed under Paragraph B above including risks of damage or destruction to the equipment caused by fire, boiler explosion, flood and flood-related hazards, or any other natural disasters and risks of public liability and damage under Act 142 of October 5, 1980, P.L. 693, 42 Pa. C.S.A. Section 8522.
- D. Assignment. The Commonwealth shall not assign any Installment Purchase hereunder or any interest therein without the prior written consent of the contractor or its assignee. the contractor may assign the purchase order and the Installment Purchase and/or transfer security interests in the equipment to an Initial Assignee and such Initial Assignee may further assign an Installment Purchase and/or grant a security interest therein to a subsequent assignee without the consent of the Commonwealth. Any other assignment by the contractor shall require the prior written consent of the Commonwealth. Upon notice to the ordering Commonwealth agency, the contractor may assign installment payments under the Installment Purchase to a third party.
- E. Early Payment Option. The Commonwealth agency shall have the right, during the term of the Installment Purchase, to exercise its option to purchase the equipment "as is with no additional warranty" early upon payment of an amount equal to the concluding payment option as of such date as set forth on the payment schedule and upon the giving of notice to the contractor or Initial Assignee (if applicable) of such intention of the Commonwealth at least thirty (30) days prior to the date upon which such right will be exercised. After all payments have been made pursuant to the payment schedule including any concluding payment option, the contractor or its assignees shall have no further interest in and to the equipment.
- F. Default.
 - 1. If the Commonwealth (1) does not pay an installment payment within thirty (30) days after the due date and such non-payment continues for fifteen (15) days after receipt of written notice from the contractor or Initial Assignee (if applicable) that the Commonwealth Agency is delinquent in payment of any installment; (2) breaches any other provision under these Terms and Conditions and such breach continues for fifteen (15) days after receipt of written notice thereof from the contractor or Initial Assignee (is applicable); or (3) files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency or similar law, the contractor or its assignee may pursue and enforce one of the following remedies:

- a. Terminate the applicable purchase order and take possession of any or all items of equipment without any court order or other process of law and for such purpose, the contractor or its assignee may enter upon the premises where the equipment may be and may remove the same therefrom upon written notice of its intention to do same, without being liable to any suit or action or other proceeding by the Commonwealth. the contractor or its assignee may, at its option, sell the equipment at public or private sale for cash or credit and may become the purchaser at such sale. The Commonwealth agency shall be liable for all accrued and unpaid installments, if any, the expense of retaking possession and the removal of the equipment, in addition to the balance of the payments provided for herein, less the net proceeds of the sale at a fair market value of the equipment after deducting all costs of taking, storage, repair, and sale. When the equipment is returned to the contractor or its assignee, it shall include only those items that were originally purchased as per the contract specifications.
 - b. Recover from the Commonwealth agency all installment payments then due and all remaining installment payments due under the purchase order.
2. In the event of default by the contractor, the Commonwealth may pursue one or more of the following remedies.
 - a. If the installment payments under the purchase order have been assigned to an Initial Assignee, the Commonwealth shall continue to make installment payments for those units of equipment which have been delivered for which acceptance certificates have been received, and cancel its order without liability for payment for those units which have not been delivered and for which acceptance certificates have not been received. The amount of the installment payments shown in the payment schedule will be recalculated, however, to take into consideration and pay for the actual number of units which were delivered and for which acceptance certificates have been received. If no acceptable units of equipment have been delivered and accepted, the Commonwealth agency may terminate the purchase order without liability to make any payments.
 - b. If the payments under this agreement have not been assigned to an Initial Assignee, the Commonwealth agency may setoff or counterclaim against its obligation to make the payments any and all damages incurred by the Commonwealth as a result of the contractor's default.

- VII. Compliance with Internal Revenue Code. the contractor or its assignee must, if it intends to provide tax exempt financing, file, in timely fashion, any reports that must be filed with the Internal Revenue Service with respect to the order under Section 124 or 149 of the Internal Revenue Code (IRC). The Commonwealth shall cooperate with the contractor or its assignee in the preparation and execution of these documents. The Commonwealth shall also keep a copy of each notification of assignment with the Commonwealth's counterpart of the order and shall not, during the term of the Installment Purchase or Lease, permit the equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC. The Commonwealth represents that it and each ordering Commonwealth Agency that enters into a Lease or Installment Purchase hereunder qualifies as a State or political subdivision of a State for the purpose of Section 103(a) of the IRC. Any misrepresentation of such status under Section 103(a) shall constitute an event of default by the Commonwealth pursuant to paragraphs VI(K) and VII(F). If (a) the Internal Revenue Service rules that the Commonwealth or any ordering Commonwealth Agency does not so qualify under Section 103(a) of the IRC, or (b) the Commonwealth fails to cooperate with the contractor or Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Commonwealth will pay the contractor or Initial Assignee (if applicable) upon demand, a sum to be determined by the contractor or Initial Assignee sufficient to return the contractor or Initial Assignee (if applicable) to the economic results it would otherwise have received.
- VIII. Other Documents. Upon request from the contractor or Initial Assignee the Commonwealth will sign properly completed UCC-1 Forms, 8038G or 8038GC Forms, if applicable, and opinions of counsel (in the form attached hereto as Exhibit C). the contractor or Initial Assignee shall be responsible for completing these forms and filing them with the appropriate offices/parties.
- IX. Use and Location of Equipment and Alterations. The Commonwealth agency shall keep the equipment under a Lease or an Installment Purchase within the confines of the Commonwealth of Pennsylvania. The Commonwealth agency will inform the contractor or the Initial Assignee of the location of the equipment upon request. The Commonwealth agency, at its own cost and expense, shall maintain the equipment in good operating condition and will not use or deal with the equipment in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The equipment will not be misused, abused, wasted or allowed to deteriorate except for ordinary wear and tear resulting from its intended use. No alterations, changes, or modifications to the equipment shall be made without the approval of the contractor or Initial Assignee (if applicable).
- X. Warranty Disclaimer. IN THE EVENT CONTRACTOR ASSIGNS A LEASE OR INSTALLMENT PURCHASE HEREUNDER TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN, IN THE CASE OF A LEASE, A WARRANTY OF QUIET ENJOYMENT OF THE EQUIPMENT), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE COMMONWEALTH TAKES THE EQUIPMENT AND ANY FINANCED ITEMS "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT

ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE COMMONWEALTH HAVE ANY REMEDY AGAINST THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR, CONSEQUENTIAL DAMAGES, ANY LOSS OF SAVINGS OR LOSS OF USE.

- XI. Governing Law: Severability. All Leases and Installment Purchases hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, however the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Terms and Conditions. If any provision of these Terms and Conditions is held to be invalid or unenforceable, all other provisions shall remain in effect. All disputes arising in connection with these Terms and Conditions shall be resolved in accordance with Section 22 of the General Conditions and Instructions to Bidders contained in Contract No. CN00002044
- XII. Notices. Service of all notices under these Terms and Conditions shall be sufficient if delivered by hand or overnight courier or mailed to the Commonwealth at the address set forth in the applicable purchase order, or to the contractor or Initial Assignee (if applicable) at the address set forth in its acknowledgment to the purchase order (or any document attached thereto). Notices by mail shall be effective when deposited in the U.S. mail, duly addressed and postage prepaid. Notices delivered by hand or by overnight courier shall be effective when actually received.
- XIII. Contract No. CN00002044 Terms. These Terms and Conditions are in addition to the terms and conditions of Contract No. CN00002044, except to the extent the contractor assigns a Lease or Installment Purchase hereunder to an Initial Assignee, in which case the Initial Assignee shall only be bound to the obligations of the contractor indicated in these Terms and Conditions and shall not be responsible for any additional representations, warranties, covenants or obligations of the contractor as provided by the current terms and conditions of Contract CN00002044. To the extent that there is a conflict between the terms and conditions of Contract No. CN00002044 and these Terms and Conditions, these Terms and Conditions shall prevail to the extent that a leasing or installment purchase option is selected by the ordering Commonwealth Agency.

EXHIBIT A

Purchase order No. _____ dated _____, 20 __, by and between
_____ (the contractor) and _____
(Commonwealth agency).

ACCEPTANCE CERTIFICATE

The undersigned hereby certifies and represents to, and agrees with, the contractor or its assignee as follows:

1. A unit(s) of the equipment and/or financed item(s) identified on the attached schedule have has been delivered to _____ and accepted on the date indicated below.
2. The Commonwealth agency had conducted such inspection and/or testing of the unit(s) of the equipment and/or financed item(s) as it deems necessary and appropriate and hereby acknowledges that it accepts the such unit(s) of equipment.
3. The Commonwealth agency is not in any event of default as defined in Contract No. CN00002044 and no event which, with notice or lapse of item, or both, would become an event of default, has occurred and is continuing at the date thereof.

(Commonwealth Agency)

By: _____

Title

Date

EXHIBIT B-1 (Lease)

Purchase order No. _____, dated _____, 20 __, by and between _____ (the contractor) and _____ (Commonwealth Agency).

RENT SCHEDULE

For: _____ (Description of Equipment and all components with serial numbers)

Rent
Number
and Due
Date

Amount
of
Rent

EXHIBIT B-2 (Installment Purchase)

Purchase order No. _____ dated _____, 20 __, by and between _____ (the contractor) and _____ (Commonwealth agency).

PAYMENT SCHEDULE

FOR: _____ (Description of Equipment and all components with serial numbers)

| Payment Number and Due Date | Amount of Payment | Principal Portion | Interest Portion | Concluding Payment Option |
|-----------------------------|-------------------|-------------------|------------------|---------------------------|
|-----------------------------|-------------------|-------------------|------------------|---------------------------|

- 1.
- 2.
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- 30.

EXHIBIT C



DATE: _____

Ladies and Gentlemen:

As counsel for the Commonwealth of Pennsylvania, Department of General Services, I am familiar with Contract No. CN00002044 (the "Agreement") dated as of _____, 20 ____, and Purchase order No. _____, dated _____(both referred to as the "Agreement"), between _____ as the contractor and the Commonwealth of Pennsylvania, including all exhibits and attachments to the Agreement.

Based on the examination of these and such other documents, records, and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, It is my opinion that:

1. The Commonwealth is authorized to enter into the transaction contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement set forth above has been duly authorized, executed, and delivered by the Commonwealth and constitutes a legal, valid, and binding agreement enforceable in accordance with its term.
3. No further approval, consent, or withholding of objections is required from any federal, state, or local governmental authority with respect to the entering into or performance by the Commonwealth of the Agreement and the transactions contemplated thereby.
4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law, or regulation applicable to the Commonwealth or result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest, or other encumbrance upon any assets of the Commonwealth or the equipment pursuant to any indenture, mortgage, deed or trust, bank loan, credit agreement or other instrument by which the Commonwealth is a party or by which it or its assets may be bound.

5. There are no actions, suits, or proceedings pending or, to the knowledge of the Commonwealth, threatened against or affecting the Commonwealth, in any court or before any governmental commission board or authority which, if adversely determined, will have a material adverse effect on the ability of the Commonwealth to perform its obligations under the Agreement.
6. All required public bidding procedures regarding the award of the Agreement have been followed by the Commonwealth.
7. The Commonwealth is self-insured and is authorized to self-insure the equipment with respect to the risks assumed by this Agreement.

Sincerely,

Assistant Counsel

EXHIBIT D

Lease Rates for the Initial Quarter Following Contract Execution:

24 Month Lease _____

36 Month Lease _____

48 Month Lease _____

60 Month Lease _____

Installment Purchase Rates for the Initial Quarter Following Contract Execution:

24 Month Installment Purchase _____

36 Month Installment Purchase _____

48 Month Installment Purchase _____

60 Month Installment Purchase _____

Initial Index Rate (the average interest rate of two (2) and three (3) year U.S. Treasury Bills at the time the rates above were quoted) _____

EQUIPMENT CATEGORIES

Please circle the number(s) which correspond to the class of products which you provide.

Chemical Detection Equipment

- 1 M-8 Detection paper for chemical agent identification.
- 2 M-9 Detection Paper (roll) for chemical agent (military grade) detection
- 3 M-256 Detection Kit for Chemical Agent (weapons grade-blister: CX/HD/L;blood: AC/CK; and nerve: GB/VX detection
- 4 M-256 Training Kit
- 5 M-18 Series Chemical Gent Detector Kit for surface/vapor chemical agent analysis
- 6 Hazard Categorizing (HAZCAT) Kits
- 7 Photo-Ionization Detector (PID)
- 8 Flame Ionization Detector (FID)
- 9 Surface Acoustic Wave Detector
- 10 Gas Chromotograph/Mass Spectrometer (GC/MS)
- 11 Ion Mobility Spectrometry
- 12 Stand-Off Chemical Detector
- 13 M-272 Chemical Agent Water Test Kit
- 14 Colormetric Tube/Chip Kit specific for TIVs and WMD applications
- 15 Multi-gas Meter with minimum of O₂ and LEL
- 16 Leak Detectors (soap solution, ammonium hydroxide, etc
- 17 pH Paper/pH Meter
- 18 Waste Paper Classifier Kit

- 19 Oxidizing Paper
- 20 FTIR – Fourier Transform Infrared Spectroscopy

Radiological Detection Equipment

- 21 Radiation Detection Equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma)
- 22 Personal Dosimeter
- 23 Scintillation Fluid(radiological) pre-packaged

Biological Detection Equipment

- 24 Point Detection Systems/Kits (Immunoassay or other technology)

| Contract Name: | | Detection Equipment,Chem,Biol,Radiological-Alexeter | | | | | | |
|--|----------------|--|---|----------|--|------------|-----------------------|----------------|
| Contract Reference Number: | | 6605-03 | | | | | | |
| SAP Contract Number: | | 4600005082 | | | | | | |
| Collective Number: | | CN00002044 | | | | | | |
| | | | | | | | | |
| Item # | SAP Material # | Commodity Code # | Item Description | Discount | Price Sheet Name And Date | Categories | Services | Leasing yes/no |
| 10 | 277898 | | Detection Equipment,Chem,Biol,Radiological-Alexeter | 1% | Alexeter Domestic Price list dtd 3/23/03 | 24 | Maintenance, Training | No |
| | | | | | | | | |
| | | | | | | | | |
| <u>Vendor Information</u> | | | | | | | | |
| Name: | | Alexeter Technologies LLC | | | | | | |
| Vendor Number: | | 182518 | | | | | | |
| Contact Person: | | Tom Myers | | | | | | |
| Address: | | 830 Seton Court, Suite #6, Wheeling, IL 60090 | | | | | | |
| Phone Number: | | 847-419-1507 | | | | | | |
| Fax Number: | | 847-419-1648 | | | | | | |
| Email Address: | | tmyers@alexeter.com | | | | | | |
| | | | | | | | | |
| All Using Agency: | | Yes | | | | | | |
| Type of Contract: | | Price List | | | | | | |
| Contract Restriction Code: | | 0 | | | | | | |
| | | | | Yes | No | | | |
| Political Subdivisions and Public Authorities: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract? | | | | X | | | | |
| Other Local Public Procurement Units: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.) | | | | X | | | | |

| Contract Name: | | Detection Equipment, Chemical, Biological, Radiological | | | | | | |
|---|----------------|--|--|----------|--|-----------------------|----------|----------------|
| Contract Reference Number: | | 6605-03 | | | | | | |
| SAP Contract Number: | | 4600005086 | | | | | | |
| Collective Number: | | CN00002044 | | | | | | |
| | | | | | | | | |
| Item # | SAP Material # | Commodity Code # | Item Description | Discount | Price Sheet Name And Date | Categories | Services | Leasing yes/no |
| 10 | 277883 | | Detection Equipment,Chem,Biol,Radiological-Anachemia | 5% | Anachemia 2003 pricelist dtd 11/25/02 | 1,2,3,4,6,11,12,14,15 | No | No |
| 20 | 277884 | | Detection Equipment,Chem,Biol,Radiological-Haztech | 5% | Haztech Systems pricelist dtd 10/17/02 | 1,2,3,4,6,11,12,14,15 | No | No |
| 30 | 277885 | | Detection Equipment,Chem,Biol,Radiological-Proengin | 2% | Proengin Price Lists dtd 1/1/02 | 1,2,3,4,6,11,12,14,15 | No | No |
| | | | | | | | | |
| <u>Vendor Information</u> | | | | | | | | |
| Name: | | AramSCO | | | | | | |
| Vendor Number: | | 119514 | | | | | | |
| Contact Person: | | Tom Grasso | | | | | | |
| Address: | | 1655 Imperial Way, Thorofare, NJ 08086 | | | | | | |
| Phone Number: | | 800-767-6933 ext 247 | | | | | | |
| Fax Number: | | 856-848-0802 | | | | | | |
| Email Address: | | | | | | | | |
| All Using Agency: | | Yes | | | | | | |
| Type of Contract: | | Price List | | | | | | |
| Contract Restriction Code: | | 0 | | | | | | |
| | | | | Yes | No | | | |
| Political Subdivisions and Public Authorities: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract? | | | | X | | | | |
| Other Local Public Procurement Units: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.) | | | | X | | | | |

| Contract Name: | | Detection Equipment, Chemical, Biological, Radiological | | | | | | |
|---|----------------|--|--|----------|--------------------------------|------------|-------------------------------------|----------------|
| Contract Reference Number: | | 6605-03 | | | | | | |
| SAP Contract Number: | | 4600005094 | | | | | | |
| Collective Number: | | CN00002044 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Item # | SAP Material # | Commodity Code # | Item Description | Discount | Price Sheet Name And Date | Categories | Services | Leasing yes/no |
| 10 | 277910 | | Detection Equipment,Chem,Biol,Radiological-Inficon | 0% | Hapsite Price List dtd 4/18/02 | 10 | Maintenance, Installation, Training | Yes |
| <u>Vendor Information</u> | | | | | | | | |
| Name: | | Inficon, Inc | | | | | | |
| Vendor Number: | | 183536 | | | | | | |
| Contact Person: | | Carol Thielen | | | | | | |
| Address: | | Two Technology Place, East Syracuse, NY 13057-9714 | | | | | | |
| Phone Number: | | 480-595-6499 | | | | | | |
| Fax Number: | | 480-595-6498 | | | | | | |
| Email Address: | | carol.thielen@inficon.com | | | | | | |
| All Using Agency: | | Yes | | | | | | |
| Type of Contract: | | Price List | | | | | | |
| Contract Restriction Code: | | 0 | | | | | | |
| | | | | Yes | No | | | |
| Political Subdivisions and Public Authorities: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract? | | | | X | | | | |
| Other Local Public Procurement Units: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligibile organizations see the DGS Website.) | | | | X | | | | |

| Contract Name: | | Detection Equipment, Chemical, Biological, Radiological | | | | | | |
|----------------------------|----------------|--|---|----------|---------------------------------------|------------|-------------------------------------|----------------|
| Contract Reference Number: | | 6605-03 | | | | | | |
| SAP Contract Number: | | 4600005091 | | | | | | |
| Collective Number: | | CN00002044 | | | | | | |
| | | | | | | | | |
| Item # | SAP Material # | Commodity Code # | Item Description | Discount | Price Sheet Name And Date | Categories | Services | Leasing yes/no |
| 10 | 277869 | | Detection Equipment,Chem,Biol,Radiological-GeneSystems | 10% | 20/20 Genie 2003 Catalog dtd 2/1/2003 | 17,21,22 | Maintenance, Installation, Training | No |
| 20 | 277870 | | Detection Equipment,Chem,Biol,Radiological-Arrow-Tech | 15% | ArrowTech_2003 pricelist dtd 1/1/03 | 17,21,22 | Maintenance, Installation, Training | No |
| 30 | 277871 | | Detection Equipment,Chem,Biol,Radiological-D-tect | 12% | DTECT_2003 pricelist dtd 3/5/03 | 17,21,22 | Maintenance, Installation, Training | No |
| 40 | 277872 | | Detection Equipment,Chem,Biol,Radiological-MJW Corporation | 5% | MJW_2003 pricelist dtd 1/1/03 | 17,21,22 | Maintenance, Installation, Training | No |
| 50 | 277873 | | Detection Equipment,Chem,Biol,Radiological-RADECO LLC | 2% | RADECO_Jan 2003 pricelist dtd 1/1/03 | 17,21,22 | Maintenance, Installation, Training | No |
| 60 | 277874 | | Detection Equipment,Chem,Biol,Radiological-Rados Technology | 5% | RADOS_2003 pricelist dtd 6/1/03 | 17,21,22 | Maintenance, Installation, Training | No |
| 70 | 277875 | | Detection Equipment,Chem,Biol,Radiological-SAIC | 1% | SAIC_2003 pricelist dtd 1/1/03 | 17,21,22 | Maintenance, Installation, Training | No |
| 80 | 277906 | | Detection Equipment,Chem,Biol,Radiological-SE International | 2% | SEINT_2003 pricelist dtd 6/1/02 | 17,21,22 | Maintenance, Installation, Training | No |
| 90 | 277907 | | Detection Equipment,Chem,Biol,Radiological-TSA Systems | 2% | TSA_2003 pricelist dtd 6/1/02 | 17,21,22 | Maintenance, Installation, Training | No |
| | | | | | | | | |
| Vendor Information | | | | | | | | |
| Name: | | Laurus Systems Inc | | | | | | |
| Vendor Number: | | 178386 | | | | | | |
| Contact Person: | | Laura Lynch | | | | | | |
| Address: | | 8779 Autumn Hill Drive, Ellicott City, MD 21043 | | | | | | |
| Phone Number: | | 410-465-5558 | | | | | | |

| | | | | | | |
|---|--|--|-----|----|--|--|
| Fax Number: | 410-465-5257 | | | | | |
| Email Address: | LauraLynch@LaurusSystems.com | | | | | |
| All Using Agency: | Yes | | | | | |
| Type of Contract: | Price List | | | | | |
| Contract Restriction Code: | 0 | | | | | |
| | | | Yes | No | | |
| <u>Political Subdivisions and Public Authorities:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract? | | | X | | | |
| <u>Other Local Public Procurement Units:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.) | | | X | | | |

| Contract Name: | | Detection Equipment, Chemical, Biological, Radiological | | | | | | |
|---|----------------|--|--|----------|---------------------------------------|------------|-----------------------|----------------|
| Contract Reference Number: | | 6605-03 | | | | | | |
| SAP Contract Number: | | 4600005092 | | | | | | |
| Collective Number: | | CN00002044 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Item # | SAP Material # | Commodity Code # | Item Description | Discount | Price Sheet Name And Date | Categories | Services | Leasing yes/no |
| 10 | 277908 | | Detection Equipment,Chem,Biol,Radiological-MGP Instruments | 10% | MGP Instruments Pricelist dtd 3/25/03 | 21,22 | Maintenance, Training | No |
| | | | | | | | | |
| <u>Vendor Information</u> | | | | | | | | |
| Name: | | MGP Instruments | | | | | | |
| Vendor Number: | | 176761 | | | | | | |
| Contact Person: | | Audrey Summers | | | | | | |
| Address: | | 5000 Highlands Parkway, Suite 150, Smyrna, GA 30082 | | | | | | |
| Phone Number: | | 770-432-2744 | | | | | | |
| Fax Number: | | 770-432-9179 | | | | | | |
| Email Address: | | asummers@mgpi.com | | | | | | |
| | | | | | | | | |
| All Using Agency: | | Yes | | | | | | |
| Type of Contract: | | Price List | | | | | | |
| Contract Restriction Code: | | 0 | | | | | | |
| | | | | Yes | No | | | |
| <u>Political Subdivisions and Public Authorities:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract? | | | | X | | | | |
| <u>Other Local Public Procurement Units:</u> If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.) | | | | X | | | | |

| Contract Name: | | Detection Equipment, Chemical, Biological, Radiological | | | | | | |
|--|----------------|--|--|----------|-----------------------------|------------|----------|----------------|
| Contract Reference Number: | | 6605-03 | | | | | | |
| SAP Contract Number: | | 4600005093 | | | | | | |
| Collective Number: | | CN00002044 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Item # | SAP Material # | Commodity Code # | Item Description | Discount | Price Sheet Name And Date | Categories | Services | Leasing yes/no |
| 10 | 277909 | | Detection Equipment,Chem,Biol,Radiological-Microsensor Systems | 0% | GSA Contract # GS-24F-9028H | 9 | Training | No |
| <u>Vendor Information</u> | | | | | | | | |
| Name: | | Microsensor Systems Inc | | | | | | |
| Vendor Number: | | 181701 | | | | | | |
| Contact Person: | | Gerry Flanagan | | | | | | |
| Address: | | 62 Corporate Court, Bowling Green, KY 42103 | | | | | | |
| Phone Number: | | 270-745-0099 ext 21 | | | | | | |
| Fax Number: | | 270-745-0099 | | | | | | |
| Email Address: | | gf@microsensormicrosensor.com | | | | | | |
| | | | | | | | | |
| All Using Agency: | | Yes | | | | | | |
| Type of Contract: | | Price List | | | | | | |
| Contract Restriction Code: | | 0 | | | | | | |
| | | | | Yes | No | | | |
| Political Subdivisions and Public Authorities: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract? | | | | X | | | | |
| Other Local Public Procurement Units: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.) | | | | X | | | | |

| Contract Name: | | Detection Equipment, Chemical, Biological, Radiological | | | | | | | |
|--|----------------|--|--|----------|-----------------------------|------------|----------|----------------|--|
| Contract Reference Number: | | 6605-03 | | | | | | | |
| SAP Contract Number: | | 4600005085 | | | | | | | |
| Collective Number: | | CN00002044 | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Item # | SAP Material # | Commodity Code # | Item Description | Discount | Price Sheet Name And Date | Categories | Services | Leasing yes/no | |
| 10 | 277882 | | Detection Equipment,Chem,Biol,Radiological-Mine Safety | 20% | MSA Pricelist dated 3/25/03 | 7, 14, 15 | Training | no | |
| | | | | | | | | | |
| <u>Vendor Information</u> | | | | | | | | | |
| Name: | | Mine Safety Appliance Co | | | | | | | |
| Vendor Number: | | 142357 | | | | | | | |
| Contact Person: | | Liz Chambers | | | | | | | |
| Address: | | P.O. Box 426, Pittsburgh, PA 15230 | | | | | | | |
| Phone Number: | | 1-800-672-2222 | | | | | | | |
| Fax Number: | | 1-800-967-0398 | | | | | | | |
| Email Address: | | | | | | | | | |
| All Using Agency: | | Yes | | | | | | | |
| Type of Contract: | | Price List | | | | | | | |
| Contract Restriction Code: | | 0 | | | | | | | |
| | | | | Yes | No | | | | |
| Political Subdivisions and Public Authorities: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract? | | | | X | | | | | |
| Other Local Public Procurement Units: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.) | | | | X | | | | | |

| Contract Name: | | Detection Equipment, Chemical, Biological, Radiological | | | | | | |
|---|----------------|--|--|----------|---|------------|-------------------------------------|----------------|
| Contract Reference Number: | | 6605-03 | | | | | | |
| SAP Contract Number: | | 4600005090 | | | | | | |
| Collective Number: | | CN00002044 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Item # | SAP Material # | Commodity Code # | Item Description | Discount | Price Sheet Name And Date | Categories | Services | Leasing yes/no |
| 10 | 277867 | | Detection Equipment,Chem,Biol,Radiological-Industrial Scientific | 10% | ISC Price List dtd August 2002 | 7,14,15,16 | Maintenance, Installation, Training | Yes |
| 20 | 277868 | | Detection Equipment,Chem,Biol,Radiological-Draeger | 10% | Draeger Safety Gas Detection Products 2003 Price List | 7,14,15,16 | Maintenance, Installation, Training | Yes |
| | | | | | | | | |
| <u>Vendor Information</u> | | | | | | | | |
| Name: | | Premier Safety & Service | | | | | | |
| Vendor Number: | | Bill Caughie | | | | | | |
| Contact Person: | | 153582 | | | | | | |
| Address: | | Two Industrial park Drive, Oakdale, PA 15071 | | | | | | |
| Phone Number: | | 724-693-8699 | | | | | | |
| Fax Number: | | 724-693-8698 | | | | | | |
| Email Address: | | bill.ehs@premiersafety.com | | | | | | |
| | | | | | | | | |
| All Using Agency: | | Yes | | | | | | |
| Type of Contract: | | Price List | | | | | | |
| Contract Restriction Code: | | 0 | | | | | | |
| | | | | Yes | No | | | |
| Political Subdivisions and Public Authorities: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract? | | | | X | | | | |
| Other Local Public Procurement Units: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligibile organizations see the DGS Website.) | | | | X | | | | |

| Contract Name: | | Detection Equipment, Chemical, Biological, Radiological | | | | | | |
|--|----------------|--|--|----------|--|------------|---|----------------|
| Contract Reference Number: | | 6605-03 | | | | | | |
| SAP Contract Number: | | 4600005087 | | | | | | |
| Collective Number: | | CN00002044 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Item # | SAP Material # | Commodity Code # | Item Description | Discount | Price Sheet Name And Date | Categories | Services | Leasing yes/no |
| 10 | 277896 | | Detection Equipment,Chem,Biol,Radiological-SensIR Technologies | 11% | TravelIR HCI & IlluminatIR pricelist dtd 3/18/03 | 20 | Maint, Installation, Training, Monitoring | no |
| | | | | | | | | |
| | | | | | | | | |
| Vendor Information | | | | | | | | |
| Name: | | SensIR Technologies, LLC | | | | | | |
| Vendor Number: | | 181993 | | | | | | |
| Contact Person: | | Mitch Friedman | | | | | | |
| Address: | | 14 Commerce Drive, Danbury,CT 06810-8153 | | | | | | |
| Phone Number: | | 203-207-9733 | | | | | | |
| Fax Number: | | 203-207-9780 | | | | | | |
| Email Address: | | mfriedman@sensir.com | | | | | | |
| | | | | | | | | |
| All Using Agency: | | Yes | | | | | | |
| Type of Contract: | | Price List | | | | | | |
| Contract Restriction Code: | | 0 | | | | | | |
| | | | | Yes | No | | | |
| Political Subdivisions and Public Authorities: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract? | | | | X | | | | |
| Other Local Public Procurement Units: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.) | | | | X | | | | |

| Contract Name: | | Detection Equipment, Chemical, Biological, Radiological | | | | | | |
|--|----------------|--|--|----------|---------------------------------------|-------------|------------------------------------|----------------|
| Contract Reference Number: | | 6605-03 | | | | | | |
| SAP Contract Number: | | 4600005088 | | | | | | |
| Collective Number: | | CN00002044 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Item # | SAP Material # | Commodity Code # | Item Description | Discount | Price Sheet Name And Date | Categories | Services | Leasing yes/no |
| 10 | 277897 | | Detection Equipment,Chem,Biol,Radiological-Smith's Detection | 0% | Smith's Price list (Budgetary Prices) | 11,12,21,24 | Maintenance Installation, Training | No |
| <u>Vendor Information</u> | | | | | | | | |
| Name: | | Smith's Detection | | | | | | |
| Vendor Number: | | 182075 | | | | | | |
| Contact Person: | | Kevin Good | | | | | | |
| Address: | | 30 Technology Drive, Warren, NJ 07059 | | | | | | |
| Phone Number: | | 908-222-9100 ext 3012 | | | | | | |
| Fax Number: | | 908-222-1557 | | | | | | |
| Email Address: | | kevin.good@smithsdetection.com | | | | | | |
| | | | | | | | | |
| All Using Agency: | | Yes | | | | | | |
| Type of Contract: | | Price List | | | | | | |
| Contract Restriction Code: | | 0 | | | | | | |
| | | | | Yes | No | | | |
| Political Subdivisions and Public Authorities: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract? | | | | X | | | | |
| Other Local Public Procurement Units: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.) | | | | X | | | | |

| Contract Name: | | Detection Equipment, Chemical, Biological, Radiological | | | | | | |
|--|----------------|--|--|----------|--|-----------------|-----------------------|----------------|
| Contract Reference Number: | | 6605-03 | | | | | | |
| SAP Contract Number: | | 4600005089 | | | | | | |
| Collective Number: | | CN00002044 | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Item # | SAP Material # | Commodity Code # | Item Description | Discount | Price Sheet Name And Date | Categories | Services | Leasing yes/no |
| 10 | 277899 | | Detection Equipment,Chem,Biol,Radiological-Thermo Electron | 0% | Thermo Electron IH Products price list dtd 3/25/03 | 7,8,15,20,21,22 | Maintenance, Training | yes |
| Vendor Information | | | | | | | | |
| Name: | | Thermo Electron Corporation | | | | | | |
| Vendor Number: | | 100578 | | | | | | |
| Contact Person: | | Ronald Smith | | | | | | |
| Address: | | 395 Adams Crosing Road, Ebensburg, PA 19531 | | | | | | |
| Phone Number: | | 814-749-8142 | | | | | | |
| Fax Number: | | 814-749-9363 | | | | | | |
| Email Address: | | ronald.smith@thermo.com | | | | | | |
| All Using Agency: | | Yes | | | | | | |
| Type of Contract: | | Price List | | | | | | |
| Contract Restriction Code | | 0 | | | | | | |
| | | | | Yes | No | | | |
| Political Subdivisions and Public Authorities: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and any other Commonwealth purchasing agencies that elect to participate in the contract? | | | | X | | | | |
| Other Local Public Procurement Units: If your firm is awarded a contract, does it agree to sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to all other local public procurement units other than political subdivisions and public authorities which elect to participate in the contract? (For a list of eligible organizations see the DGS Website.) | | | | X | | | | |

Contract Reference Number: 6605-03
Collective Number: CN00002044
Change Number: 1
Change Effective Date : August 6, 2003

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Detection Equipment, Chemical, Biological, Radiological
Contract Period: Effective date of May 1, 2003 and Expiration date of April 30, 2004
Buyer Name: Ann M. Kimmel

CHANGE SUMMARY:

A list of qualified distributors for Mine Safety Appliance Company is attached.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Listed Below are the names of qualified MSA Authorized Distributors:

Abatix Corp
Suite 500
8201 Eastpoint Drive
Dallas, TX 75227
Contact Name: Gary Cox
Phone Number: 214-381-1146

Action Supply Products Inc
1065 Montour West Industrial Park
Coraopolis, PA 15108
Contact Name: Cindy Thomas
Phone Number: 800-783-2721

ADI/Lyons/Airgas
128 Wharton Road
Bristol, PA 19007
Contact Name; Barry Robinson
Phone Number: 215-826-0200

AramSCO Inc
P.O. Box 29
Thorofare, NJ 08086
Contact Name: Bill Kenworthy
Phone Number; 941-667-2062

Bio-Prep
P.O. Box 77659
Baton Rouge, LA 70879
Contact Name: Patti Crocker
Phone Number: 225-755-0372

Fairmont Supply
401 Technology Drive
Cannonsburg, PA 15317
Contact Name: Charles Beam
Phone Number: 724-514-3974

Fire Force Inc
779 Pittsburgh Road
Butler, PA 16002
Contact Name: Ron Myers
Phone Number: 724-586-6577

Fire & Rescue Products
4230 Industrial Road
Harrisburg, PA 17105
Contact Name: Mike Fink
Phone Number: 717-238-9360

Fisher Scientific
P.O. Box 535700
Pittsburgh, PA 15253
Contact Name: Tim Zek
Phone Number: 412-490-8606

Pro-Am Safety Inc
551 Keystone Drive
Warrendale, PA 15086
Contact Name: James DiNardo
Phone Number: 724-776-1818

Response Equipment Co
Suite A
1308 Continental Drive
Abingdon, MD 21009
Contact Name: Joe Neihaus
Phone Number: 410-671-0056

Safer America LLC
105 Nassau Street
New York, NY 10038
Contact Name: Fred Samama
Phone Number: 212-374-4055

Safety Headquarters Inc.
1120 Commons Boulevard
Reading, PA 19605
Contact Name: Ron Witman
Phone Number: 610-926-0101

Safeware Inc
9475 Lottsford Road
Largo, MD 20774
Contact Name: Dick Nance
Phone Number: 800-814-7898

Hagemeyer/Vallen Safety
521 N Sam Houston Parkway
Houston, TX 77060
Contact Name: Steve Boubel
Phone Number: 281-500-4500

Contract Reference Number: 6605-03
Collective Number: CN00002044
Change Number: 2
Change Effective Date : August 25, 2003

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Detection Equipment, Chemical, Biological, and Radiological
Contract Period: Effective date of May 1, 2003 and Expiration date of April 30, 2004
Buyer Name: Ann M. Kimmel/717-783-0764

CHANGE SUMMARY:

MGP Instruments has added the following distributor to their contract:

Lamco Safety Products
P.O. Box 159
Hanover, PA 17331-0159
POC: Mike Johnson
Phone: 717-637-4305

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.

Contract Reference Number: 6605-03
Collective Number: CN00002044
Change Number: 3
Change Effective Date: 10/22/03

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Detection Equipment, Chemical, Biological, Radiological
Contract Period: Effective Date of May 1, 2003 and Expiration date of April 30, 2004
Buyer Name: Ann M. Kimmel/717-783-0764

CHANGE SUMMARY:

In accordance with the update option, SensIR Technologies has supplied the Department of General Services with the attached price list to reflect new items.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

| Item | Product Code | Description | Base Price |
|------|--------------|-------------|------------|
|------|--------------|-------------|------------|

HazMatID

Hardware

| | | | |
|-----|----------|---|--------------|
| 102 | 023-1001 | HazMatID System Sample interface is a single (1) reflection diamond requiring a single drop of liquid or grain of powder for analysis SensIR customized HazMat data collection software includes QualID software for advanced data manipulation, HazMatID software for control of the HazMatID system, and an embedded computer system that features a touch screen interface. All screens have been customized for use by the first responder. Power: 12VDC or 115/240 VAC 50/60 HZ HazMatID package features 1. Pelican hardened shipping case. 2. Sealed data compartment - including USB port, Ethernet port, Keyboard/Mouse port, and Power port. 3. Two batteries for up to 4 hours of use in the field. Chargeable in the system or separately with external battery charger. 4. External Battery Charger. 5. USB storage device -16 MB storage capacity 6. Keyboard and Mouse to be used with HazMatID system. 7. 1 year Standard Warranty - See Partnership Program below for details. 8. 1 year Web access for sharing data with other first responders 9. SensIR reach back capability - access to chemists SensIR Partnership Program: -Free software upgrades. -All parts and labor to repair system in the event of a malfunction. -Free loaner (Delivered by Overnight Carrier) if system malfunctions. -HazMatID refresher course for 1 person per yr. at SensIR - limited to the length of Partnership Program. -Access to proprietary web site, www.hazmatid.com. -Web access for sharing data with other first responders. -24/7 ReachBack access to Ph.D. chemists, engineers, and application scientists for spectral interpretation assistance and/or technical support. Included Libraries 000-0012 Nerve and Blister agents 000-0013 Toxic Industrial Chemicals 000-0002 Common Chemicals 000-0015 Explosives 000-0016 Forensic Drugs 000-0017 Common white powders 000-0018 Drug Precursors 1 ½ Days of HazMat material response training in Danbury, CT by Docimo & Associates. 3 person limit | \$ 50,500.00 |
|-----|----------|---|--------------|

| Item | Product Code | Description | Base Price |
|------|--------------|---|--------------|
| 103 | 023-1005 | <p>HazMatID Command System Sample interface is a single (1) reflection diamond requiring a single drop of liquid or grain of powder for analysis.</p> <p>SensIR customized HazMat data collection software includes QualID software for advanced data manipulation, HazMatID software for control of the HazMatID system, and an embedded computer system that features a touch screen interface. All screens have been customized for use by the first responder.</p> <p>Power: 12VDC or 115/240 VAC 50/60 HZ.</p> <p>HazMatID package features:</p> <ol style="list-style-type: none"> 1. Pelican hardened shipping case. 2. Sealed data compartment - including USB port, Ethernet port, Keyboard/Mouse port, and Power connections. 3. Two batteries for up to 4 hours of field use - Chargeable in system or separately with external charger. 4. External Battery Charger. 5. USB storage device - 16MB storage capacity. 6. USB CD-ROM for software and library upgrade or installation. 7. Laptop includes all the software and hardware to operate the HazMatID system wirelessly. 8. Keyboard and Mouse to be used with HazMatID system. 9. One seat of QualID provided for use on the laptop. 10. Standard 1 year Warranty and Partnership Program plus an additional 3 year Partnership Program extension for a total of 4 years. See Partnership Program below for details. 11. On-Site Training. <p>SensIR Partnership Program:</p> <ul style="list-style-type: none"> -Free software upgrades. -All parts and labor to repair system in the event of a malfunction. -Free loaner (Delivered by Overnight Carrier) if system malfunctions. -HazMatID refresher course for 1 person per yr. at SensIR - limited to the length of Partnership Program. -Access to proprietary web site, www.hazmatid.com. -Web access for sharing data with other first responders. -24/7 ReachBack access to Ph.D. chemists, engineers, and application scientists for spectral interpretation assistance and/or technical support. <p>Included Libraries:</p> <ul style="list-style-type: none"> 000-0012 Nerve and Blister agents 000-0013 Toxic Industrial Chemicals 000-0002 Common Chemicals 000-0015 Explosives 000-0016 Forensic Drugs 000-0017 Common white powders 000-0018 Drug Precursors | \$ 62,500.00 |

| Item | Product Code | Description | Base Price |
|----------------|--------------|---|--------------------|
| <i>Options</i> | | | |
| 107 | 023-4002 | Hardened Shipping Case for HazMatID System | \$ 650.00 |
| 108 | 023-4003 | HazMatID Laptop Laptop to operate HazMatID remotely. Operating system min. req. are: 755 MHz CPU, 64 Mbytes RAM, 6 Gbyte Hard drive, 14.1 Inch Color Display, 3.5" 1.44 Mbytes Floppy drive, CD ROM. Includes the software and hardware required to operate the HazMatID system wirelessly from a remote location. | \$ 2,500.00 |
| 109 | 023-4004 | USB Flash Storage Device Minimum 16MB storage capacity. Manufacturers warranty applies. Extended Partnership programs do not include accessories. | \$ 75.00 |
| 110 | 023-4006 | USB CD-ROM for software and library upgrade or installation Manufacturers warranty applies. Extended Partnership programs do not include accessories. | \$ 250.00 |
| 111 | 023-4007 | Keyboard and Mouse accessories Manufacturers warranty applies. Extended Partnership programs do not include accessories. | \$ 40.00 |
| 112 | 023-4008 | HazMatID Batteries 2 batteries for up to 4 hours of use in the field. Chargeable in the system or separately in external battery charger. Manufacturers warranty applies. Extended Partnership programs do not include accessories. | \$ 350.00 |
| 113 | 023-4009 | External Battery Charger External battery charger - charges 2 batteries simultaneously. | \$ 200.00 |
| 114 | 023-4010 | Auto Cigarette Lighter Power Adapter | \$ 25.00 |
| 115 | 023-4011 | Wireless PCMCIA and Software Available only with a Laptop purchase. | \$ 150.00 |

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

Contract Reference Number: 6605-03

Collective Number: CN00002044

Contract Numbers:

4600005085, 4600005086, 4600005087,

4600005088, 4600005089, 4600005090,

4600005091, 4600005092, 460000509,4

4600005705, 4600005706, 4600005708,

4600005709, 4600005715, 4600005722, 4600005729

Change Number: 4

Change Effective Date: 05/01/2004

For: All using Agencies of the Commonwealth
Subject: Detection Equipment, Chemical, Biological, Radiological
Contract Period: Effective Date of May 1, 2003 and Expiration date of April 30, 2004
Buyer Name: Ann M. Kimmel/717/783/0764 akimmel@state.pa.us

CHANGE SUMMARY:

In accordance with the option to renew clause, the Commonwealth, by mutual consent of the awarded vendor, has hereby renewed the subject contracts for an additional 1 (one) year period effective May 1, 2004 through April 30, 2005 **EXCEPT** for contract 4600005093 with Microsensor Systems Inc who chose not to renew.

**ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE
REMAIN AS ORIGINALLY WRITTEN.**

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

Contract Reference Number: 6605-03
Collective Number: CN00002044
Change Number: 5
Change Effective Date: 04/27/2004

For: All using Agencies of the Commonwealth
Subject: Detection Equipment, Chemical, Biological, Radiological
Contract Period: Effective Date of May 1, 2003 and Expiration date of April 30, 2004 (Renewed through April 30, 2005)
Buyer Name: Ann M. Kimmel/717/783/0764 akimmel@state.pa.us

CHANGE SUMMARY:

Bacou Dalloz (contract #4600005715) – Change Address and Point of Contact to: Trent Smith
651 S. Main St.
Middletown, PA 06457

Thermo Electron Corporation (contract #4600005089) – Change Address & Point of Contact to: Christine Clanay
27 Forge Parkway
Franklin, MA 02038
Phone: 508-520-0430
Fax: 508-520-2800

In accordance with the update option, the following companies have supplied the Department of General Services with price lists to reflect new items. Where price lists are not attached, call vendor for copies.

Smith's Detection (contract #4600005088) – Change price of APD 2000 to \$9,250.00.
Add to contract: BioSeeq Hand Held Biological Agent Detection - \$30,000.00

Mine Safety Appliance Co (contract 4600005085) – Use MSA Price list effective January 1, 2004.

Premier Safety & Service (4600005090) – use Industrial Scientific Corporation Price List dated March 31, 2004 and use Draeger Safety Inc 1004 Price List dated January 1, 2004.

Sensir Technologies (contract 4600005087) – Add to contract:

| ITEM | PRICE |
|---|-------------|
| Part #006-2007 IlluminatIR PHL Package with Microscope Option | \$67,300.00 |
| Part #023-1010 HazMatID Extended Package | \$82,500.00 |
| Part #023-4015 RepeatIR | \$ 2,500.00 |
| Part #023-4016 ExtractIR | \$ 1,500.00 |
| Part #023-4017 ExtractIR – Consumables | \$ 500.00 |
| Part #023-4021 HazMatID 1 year partnership program | \$ 4,500.00 |
| Part #023-4023 HazMatID 3 year partnership program | \$10,000.00 |
| Part #023-4025 HazMatID 5 year partnership program | \$15,000.00 |

Contract Reference Number: 6605-03
SAP Contract Number: 4600005087
4600005088
Collective Number: CN00002044
Change Number: 6
Change Effective Date: August 30, 2004

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Detection Equipment, Chemical, Biological, Radiological
Contract Period: Effective Date of May 1, 2003 and Expiration date of April 30, 2004 (Renewed through April 30, 2005)
Buyer Name: Ann M. Kimmel/717-783-0764/akimmel@state.pa.us

CHANGE SUMMARY:

Effective April 7, 2004, SensIR Technologies (contract 4600005087) was sold to Smith's Detection (contract 4600005088). All future purchase orders for items contained in SensIR Technologies contract should be cut against Smith's Detection Contract.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 6605-03
SAP Contract Number: 4600005091
Change Number: 7
Change Effective Date: December 8, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Detection Equipment, Chemical, Biological, Radiological
Contract Period: Effective Date of May 1, 2003 and Expiration date of
April 30, 2004 (renewed through April 30, 2005)
Buyer Name: Ann Kimmel/717-783-0764/akimmel@state.pa.us

CHANGE SUMMARY:

In accordance with the update option Laurus Systems, Inc has supplied the Department of General Services new price lists for the following manufacturer lines: Gene Systems, Laurus Systems, Rados, D-Tect, MJW and RAD Safety. New Price lists are attached.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

20/20 Gene Systems PRICE LIST: Effective 9/1/2004

LAURUS SYSTEMS, INC
 8779 Autumn Hill Drive
 Ellicott City, MD 21043
 Ph: 410-465-5558
 Fx: 410-465-5257
 email: LauraLynch@LaurusSystems.com

CATALOG AND PRICE LIST

20/20 Gene Systems Products
 www.LaurusSystems.com



Additional Quantity pricing available on many of the products

| Category | Catalog No. | Item Description | List Price | MFG Warranty |
|----------|-------------|------------------|------------|--------------|
|----------|-------------|------------------|------------|--------------|

BIOCHECK Screening System

Quick Field Test Kit for Anthrax-Ricin-Other Bio Hazards

| | | | | |
|--------|--|--|--------|--------|
| BIO-CK | | BioCheck Powder Screening System <input type="checkbox"/> This product is designed to identify the presence of visible quantities of toxins or pathogens. - Minimum order of 10 kits-For professional use only-Price shown is for 10 Kit Package | 562.50 | 1 Year |
|--------|--|--|--------|--------|

Price per Kit is \$22.50-minimum order of 25 required

SAIC PRICE LIST:
LAURUS SYSTEMS, INC

8779 Autumn Hill Drive
Ellicott City, MD 21043

Ph: 410-465-5558

Fx: 410-465-5257

email: LauraLynch@LaurusSystems.com

CATALOG AND PRICE LIST

SAIC Products

www.LaurusSystems.com



| Category | Catalog No. | Item Description | List Price | MFG Warranty |
|----------|-------------|------------------|------------|--------------|
|----------|-------------|------------------|------------|--------------|

Dosimeters

Alarming Dosimeters

| | | | | |
|-------|---|--------|------|------------|
| 45149 | PD-3i-S Alarming Dosimeter with on/off switch | 429.00 | SAIC | 1 Year Ltd |
| 45152 | PD-10i User Programmable Alarming Dosimeter | 429.00 | SAIC | 1 Year Ltd |

Quantity Pricing Available

Dosimeter Accessories

| | | | | |
|-------|---|---------|------|------------|
| 45152 | PDR-1 Reader and Software for configuration | 4465.00 | SAIC | 1 Year Ltd |
| 45803 | Personal Dosimeter Mgmt. SW for Windows | 595.00 | SAIC | 1 Year Ltd |
| Logo | Add your logo to the SAIC PD-10i | 365.00 | SAIC | 1 Year Ltd |

PORTAL Monitors - Vehicle and Pedestrian

| | | | | |
|----------|---|----------|------|------------|
| 1238-111 | PPM-2000-Portable Lightweight Transportable or Fixed Portal Monitor | 13250.00 | SAIC | 1 Year Ltd |
|----------|---|----------|------|------------|

Installation and Training for SAIC Equipment is \$1200 per 8 hour day with a 4 hour minimum + T&L at Govt per Diem

NOTE 1: Service and Instrument Calibration is provided through LAURUS Systems, Inc. for

NOTE 2: Installation and Training is available for all products offered by LAURUS Systems.

CATALOG AND PRICE LIST



Prices are per unit, unless otherwise specified

| Category | Catalog No. | Item Description | List Price | MFG Warranty |
|----------|-------------|------------------|------------|--------------|
|----------|-------------|------------------|------------|--------------|

Dosimeters

Alarming Dosimeters

| | | | |
|----------|------------------------------------|--------|------------|
| 1233-218 | RAD-60 Personal Alarming Dosimeter | 347.00 | 1 Year Ltd |
| 1233-220 | RAD-62 Alarming System Dosimeter | 347.00 | 1 Year Ltd |
| 1233-151 | RAD-51 Alarming System Dosimeter | 425.00 | 1 Year Ltd |
| 1233-165 | RAD-51T - Telemetry Dosimeter | 675.00 | 1 Year Ltd |

Dosimeter Accessories

| | | | |
|-------------|--|---------|------------|
| 1235-1002 | RAD-60 Training Guide on CD | 19.95 | |
| 1235-1001 | D-String Dosimeter Holder | 5.00 | |
| 1233-163 | ADR-1/60 Configuration/Calib.Reader Kit-(Change Settings/Calibrate Dosimeters) | 1495.00 | 1 Year Ltd |
| 1233-156 | ADR-1 Reader for Configuration/Cal & Access Control | 795.00 | 1 Year Ltd |
| 1233-188 | TRU-1 Transceiver for Telemetry | 1475.00 | 1 Year Ltd |
| 1233-161 | DSR-15 (15 Place Storage Rack for RADOS Dosimeters) | 265.00 | 1 Year Ltd |
| 1233-162 | DSR-60 (60 Place Storage Rack for RADOS Dosimeters) | 675.00 | 1 Year Ltd |
| Calibration | Calibration per unit-Recommended on a yearly basis | 50.00 | |

| | | | |
|--------------|--|---------|------------|
| E-Kit | Kit includes 8 RAD-60 Dosimeters and 1 Inspector-EXP all in a Watertight, unbreakable case for perfect storage and quick access. <i>Custom Configurations are available on request....</i> | 3550.00 | 1 Year Ltd |
|--------------|--|---------|------------|

Hand-Held Instruments and Survey Meters

Quantity Discounts available on Meters

Survey & Contamination

| | | | |
|----------|------------------------------------|---------|------------|
| 1233-158 | RDS-110-Multi purpose Survey Meter | 875.00 | 1 Year Ltd |
| 1233-200 | RDS-200-Universal Survey Meter | 2250.00 | 1 Year Ltd |

Accessories for Hand-Held Instruments and Survey Meters

Accessories for Survey Meters

| | | | |
|----------|--|---------|------------|
| 1233-092 | RDS-110 Mains Adapter & Wall Mtg. Bracket | 108.50 | 1 Year Ltd |
| 1233-201 | RDS-200 Mains Adapter & Wall Mtg. Bracket | 151.50 | 1 Year Ltd |
| 1233-093 | Rechargeable Battery Set & Separate Charger | 62.00 | 1 Year Ltd |
| 1233-122 | GMP-11 Beta Probe | 604.00 | 1 Year Ltd |
| 1233-176 | GMP-15 Pancake Beta Probe | 877.00 | 1 Year Ltd |
| 1233-183 | GMP-12 Gamma Probe | 979.00 | 1 Year Ltd |
| 1233-190 | GMP-12L Gamma Probe | 590.50 | 1 Year Ltd |
| 1233-117 | Transport Case RDS | 95.00 | 1 Year Ltd |
| 1233-202 | RDS-200 Connection Cable for PC/Serial Printer | 92.25 | 1 Year Ltd |
| 1233-124 | RDT Calibration Software (for RD-02, RDS-200) | 1488.00 | 1 Year Ltd |

Local Area Monitoring Unit-For radiation monitoring indoors-rooms etc.(see above pricing)

- RDS-200 Survey Meter
- RDS-200 Mains Adapter and Wall Mtg. Bracket
- RDS-200 Connection Cable

Installation and Training for RADOS Equipment is \$800 per 8 hour day with a 4 hour minimum + T&L at Govt per Diem

NOTE 1: Service and Instrument Calibration is provided through LAURUS Systems, Inc. for all equipment listed in this catalog-Please call for individual pricing for service

NOTE 2: Installation and Training is available for all products offered by LAURUS Systems.

8779 Autumn Hill Drive
 Ellicott City, MD 21043
 Ph: 410-465-5558
 Fx: 410-465-5257
 email: LauraLynch@LaurusSystems.com

CATALOG AND PRICE LIST

D-tect Products
 www.LaurusSystems.com



Prices are per unit, unless otherwise specified

| Category | Catalog No. | Item Description | List Price | MFG Warranty |
|----------|-------------|------------------|------------|--------------|
|----------|-------------|------------------|------------|--------------|

Hand-Held Radiation Paging Device

Gamma Paging Device *Quantity Discounts available*

| | | | |
|----------|--|---------|------------|
| 1260-100 | mini rad-D Personal Radiation Detector | 1999.00 | 1 Year Ltd |
|----------|--|---------|------------|

mini rad-D Accessories

| Choose one of the following when ordering - n/c with order | Item Description | List Price | MFG Warranty |
|--|--|------------|--------------|
| BC-Nokia-1 | Nokia style belt clip for the mini-n/c with purchase of mini | 12.95 | |
| NC-RAD-02 | Open Top Nylon Case-n/c with purchase | 14.95 | |
| NC-RAD-01 | Nylon case w top flap/velcro | 14.95 | |
| NC-RAD-01-P | Nylon case w top flap/velcro/lens | 14.95 | |
| X-Tras POL-Case | Hard Leather Case-Police Style: Hang on a belt or othe device-Top View for display and button access | 25.00 | |

Mail - Package - Portal Monitors

Quantity Discounts available
Units can be attached to X-Ray or Mail handling machines

Mail - Package - Portal Monitors machines

| | | | |
|--------------|---|---------|------------|
| 1240-001 | Portal Radiation Detector (Lead shielded)-Includes alarm box and cabling | 9999.00 | 1 Year Ltd |
| 1240-002 | Portal Radiation Detector (Un-shielded)-Includes alarm box and cabling | 9250.00 | 1 Year Ltd |
| RDO-N1000 | RAD-D Neutron Tube Option to 1240-001 | 5500.00 | 1 Year Ltd |
| RDO-G1000 | Additional GAMMA Tube Option to 1240-001 | 5500.00 | 1 Year Ltd |
| BT - RD - 01 | Bluetooth Factory Option - rad-D | 250.00 | 1 Year Ltd |

Isotope Identifiers and Chem/Bio Detectors-Coming in mid-2003

| | | | |
|---------|-------------------------------|-------|------------|
| rad-ID | Hand-held Isotope Identifier | 17500 | 1 Year Ltd |
| chem-ID | Hand-held Chemical Identifier | TBA | |

Installation and Training for D-tect Equipment is \$800 per 8 hour day with a 4 hour minimum + T&L at Govt per Diem

NOTE 1: Service and Instrument Calibration is provided through LAURUS Systems, Inc. for all equipment listed in this catalog-Please call for individual pricing for service

NOTE 2: Installation and Training is available for all products offered by LAURUS Systems.

CATALOG AND PRICE LIST



Laura Lynch
8779 Autumn Hill Drive
Ellicott City, MD 21043

www.LaurusSystems.com

Ph: 410-465-5558 * Fx: 410-465-5257

LauraLynch@LaurusSystems.com

Prices are per unit, unless otherwise specified

| Category | Catalog No. | Item Description | List Price | MFG Warranty |
|----------|-------------|------------------|------------|--------------|
|----------|-------------|------------------|------------|--------------|

Radiation Detection-Software

| | | | |
|-------------------------|---|-----------|------------|
| ACS-Enterprise | Access Control SW-Robust Dose Tracking SW for Access Control - Dosimetry - Enterprise Systems for large groups and multiple reader/logging workstations | 49,995.00 | 1 Year Ltd |
| ACS | Access Control SW-Robust Dose Tracking SW for Access Control - Dosimetry - NON-Enterprise System for smaller groups of one or two reader/logging workstations: Extensive RWP/Task/PPE/Training - Meets regulated reporting requirements | 5,900.00 | 1 Year Ltd |
| ACS X-PRESS | Developed for Emergency Response: Access X-Press for Dose Control - Simple Dose Tracking for small group-includes log in/out controls, tasks, reports, dosimeter inventory-LAPTOP VERSION | 995.00 | 1 Year Ltd |
| ACS Lite | Database Dose Tracking SW-Manual Entries especially geared for Direct Read (Pencil Dosimeters) and TLD-maintains dose records and limits, reports-(no Reader necessary) | 995.00 | 1 Year Ltd |
| GEDDS-Enterprise | The GEDDS software provides an understandable, easy-to-use graphical interface for the control and display of radio transmitted electronic dosimetry and multiple radiological and ambient environmental data across your network. | 49995.00 | 1 Year Ltd |
| GEDDS X-Press | Remote Monitoring: GEDDS for emergency response in a controlled situation enables the control and display of radio transmitted electronic dosimetry and multiple radiological and ambient environmental data. One system-LAPTOP Version | 5500.00 | 1 Year Ltd |

Emergency Response-Facilities Safety Software

| | | | |
|-----------------|---|---------|------------|
| SiteWise | Site-Wise is an interactive video tour software-includes an editor function to build a tour of facilities for emergency pre-planning, contingency planning, facility maint. and many other uses...Price is for one Server license and includes 5 buildings | 1495.00 | 1 Year Ltd |
| | Additional License per building fee | 125.00 | |

| Category | Catalog No. | Item Description | List Price | MFG Warranty |
|----------|-------------|------------------|------------|--------------|
|----------|-------------|------------------|------------|--------------|

Emergency Response-Training and Tools Software

Training CD's

| | | | |
|------|--|--------|-------------|
| PRD | PRD- <i>Principles of Radiation Detection</i> -Interactive training of radiation detection and instrumentation | 299.00 | 1 Year Ltd. |
| SRT | SRT- <i>Spill Response Trainer</i> -Interactive training of response to spills using the SWIM Principle | 199.00 | 1 Year Ltd. |
| TAHP | Technical Animations for Health Physics-Series of animations includes many atomic ineractions and radiation detection animations | 999.00 | 1 Year Ltd. |

Tools for Health Physics

| | | | |
|----------|--|--------|-------------|
| RADCALC | RADCALC -Utility program designed to perform health physics calculations-contains a searchable database of isototes and emissions and performs unit confersion sfor both radiological and non-radiological units. | 299.00 | 1 Year Ltd. |
| RDCAY | RC Decay™ Version 1.1 | 49.00 | 1 Year Ltd. |
| | HP CALCULATIONS & NUCLIDE DATA, IN ONE VERY EASY-TO-USE PALM-BASED PROGRAM | | |
| RESOURCE | ReSource™Radioactive Sources Inventory and Tracking System | 499.00 | 1 Year Ltd. |

Extended Warranty and Maint. Updates-Per Year-15 % of Software Purchase Price
 Installation and Training for MJW Software is \$1200 per 8 hour day with a 4 hour minimum

NOTE: Installation and Training is available for all products offered by LAURUS Systems. Training options vary by product line and effort and qualifications of personnel involved. Travel and living costs are billed at the prevailing Govt. Per Diem Rate

Contract Reference Number: 6605-03
SAP Contract Number: 4600005088
Change Number: 8
Change Effective Date: 12/27/2004

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Detection Equipment, Chemical, Biological, Radiological
Contract Period: Effective Date of May 1, 2003 and Expiration date of April 30, 2004 (renewed through April 30, 2005)
Buyer Name: Ann Kimmel/717-783-0764/akimmel@state.pa.us

CHANGE SUMMARY:

In accordance with the update option Smith's Detection has supplied the Department of General Services with price lists that reflect new items. Price lists are dated 12/8/2004.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



DATE: 12/8/2004

CONTRACT #: 6605-03

VENDOR #: 176867-003

Smiths Detection

GasID Options for:

Commonwealth of Pennsylvania

414 North Office Building

Harrisburg, PA 17120

| Item | Part No. | Description | Base Price |
|------|----------|---|--------------|
| 1 | 023-3005 | <p><u>GasID Partnership Package</u></p> <p>The first, truly portable FT-IR gas and vapor identification tool designed for use by Emergency Responders</p> <p>Sample interfaces: A customized thermal desorption tube and sampling pump pre-concentrates the gas or vapor for analysis. Identification is performed by infrared analysis in a gas cell after the sample is pumped through the desorption tube. Alternatively, a Tedlar bag interface is provided for sample collection. Filling the Tedlar bag with a conventional sample pump or other non-destructive gas detector will facilitate analysis and identification with the GasID's internal gas cell.</p> <p>Smiths Detection customized data collection: Includes QualID software for advanced data manipulation, GasID software for control of the GasID system, and an embedded computer that features a touch screen interface. All screens have been customized for use by the Emergency Responder.</p> <p>Power: 12VDC or 115/240 VAC 50/60 HZ</p> <p>GasID package features:</p> <ol style="list-style-type: none"> 1. Pelican hardened shipping case. 2. Thermal Desorption Sampling Kit - includes 400 customized sample tubes for analysis and 100 standard tubes for training purposes. 3. Two Intrinsically safe sampling pump - UL and ATEX certified. 4. Tedlar Bag Sampling Kit - includes 10 Tedlar Bags. 5. Data compartment - including USB port, Ethernet port, Keyboard/Mouse port, and Power port. 6. Rechargeable batteries: Two batteries for GasID system, two batteries for heater and pump, one battery for sampling pump. All batteries are either chargeable in the system or separately with external battery chargers. 7. External Battery Chargers. 8. USB storage device -64 MB storage capacity 9. Keyboard and mouse to be used with GasID system. 10. CD-ROM drive for library and software installation. 11. Standard one year Warranty and Partnership Program plus an additional 3 year Partnership Program extension for a total of 4 years. See Partnership Program below for details. 12. On-Site Training-One day HazMat integration training held on-site at the customer's facility for up to sixteen people. <p>*Best efforts will be made to arrange and complete training within 45 days after receipt of unit. *A training day must be booked within one year after receipt of unit or training will be forfeited.</p> <p>Partnership Program:</p> <ul style="list-style-type: none"> - Free software upgrades. - All parts and labor to repair system. - Free loaner (delivered by overnight carrier). - Access to proprietary website: www.hazmatid.com. - Web access for sharing data with other first responders. - 24/7 Reachback access to Ph.D. chemists, engineers and applications scientists for spectral interpretation assistance and/or technical support. <p>Included Libraries</p> <p>000-0070 NIST / EPA Vapor Phase Infrared Library 000-0071 PNNL / DOE Vapor Phase Infrared Library</p> | \$ 62,500.00 |



DATE: 12/8/2004

CONTRACT #: 6605-03

VENDOR #: 176867-003

Smiths Detection

GasID Options for:

Commonwealth of Pennsylvania

414 North Office Building

Harrisburg, PA 17120

| Item | Part No. | Description | Base Price |
|------|----------|---|--------------|
| 2 | 023-3001 | <p><u>GasID System</u></p> <p>The first, truly portable FT-IR gas and vapor identification tool designed for use by Emergency Responders</p> <p>Sample interfaces: A customized thermal desorption tube and sampling pump pre-concentrates the gas or vapor for analysis. Identification is performed by infrared analysis in a gas cell after the sample is pumped through the desorption tube. Alternatively, a Tedlar bag interface is provided for sample collection. Filling the Tedlar bag with a conventional sample pump or other non-destructive gas detector will facilitate analysis and identification with the GasID's internal gas cell.</p> <p>Smiths Detection customized data collection: Includes QualID software for advanced data manipulation, GasID software for control of the GasID system, and an embedded computer that features a touch screen interface. All screens have been customized for use by the Emergency Responder.</p> <p>Power: 12VDC or 115/240 VAC 50/60 HZ</p> <p>GasID package features:</p> <ol style="list-style-type: none"> 1. Pelican hardened shipping case. 2. Thermal Desorption Sampling Kit - includes 100 customized sample tubes for analysis and 25 standard tubes for training purposes. 3. Intrinsically safe sampling pump - UL and ATEX certified. 4. Tedlar Bag Sampling Kit - includes 10 Tedlar Bags. 5. Data compartment - including USB port, Ethernet port, Keyboard/Mouse port, and Power port. 6. Rechargeable batteries: Two batteries for GasID system, two batteries for heater and pump, one battery for sampling pump. All batteries are either chargeable in the system or separately with external battery chargers. 7. External Battery Chargers. 8. USB storage device -64 MB storage capacity 9. Keyboard and mouse to be used with GasID system. 10. CD-ROM drive for library and software installation. 11. Standard one year Warranty and Partnership Program. See Partnership Program below for details. 12. Three seats in a one day regional training class. <p>Partnership Program:</p> <ul style="list-style-type: none"> - Free software upgrades. - All parts and labor to repair system. - Free loaner (delivered by overnight carrier). - Access to proprietary website: www.hazmatid.com. - Web access for sharing data with other first responders. - 24/7 Reachback access to Ph.D. chemists, engineers and applications scientists for spectral interpretation assistance and/or technical support. <p>Included Libraries</p> <p>000-0070 NIST / EPA Vapor Phase Infrared Library</p> <p>000-0071 PNNL / DOE Vapor Phase Infrared Library</p> | \$ 50,500.00 |

Contract Reference Number: 6605-03
CN Number: CN00002044
CN00005806
Change Number: 10
Change Effective Date: 04/13/05

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Detection Equipment, Chemical, Biological, Radiological
Contract Period: Effective Date of May 1, 2003 and Expiration date of April 30, 2004 (renewed through April 30, 2005)
Buyer Name: Ann Kimmel/717-783-0764/akimmel@state.pa.us

CHANGE SUMMARY:

Contract is extended for a 90 day period until July 31, 2005.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 6605-03

SAP #'s: 4600005082; 4600005085; 4600005086;
4600005088; 4600005089; 4600005090;
4600005091; 4600005092; 4600005094;
4600005705; 4600005706; 4600005708;
4600005709; 4600005715; 4600005722;
4600005729; 4600008313; 4600008314;
4600008315; 4600008316; 4600008317;
4600008318; 4600008320; 4600008321
& 4600002074

CN Number: 00002044; 00005806 & 00012543

Change Number: 12

Change Effective Date: 08/01/05

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Detection Equipment-Chemical, Biological, and Radiological
Contract Period: Beginning May 1, 2003 and Ending April 30, 2004 (Renewed through April 30, 2006)
Buyer Name: Toniann D. Noss – 717-783-2090 or tnoss@state.pa.us

CHANGE SUMMARY:

This contract has been assigned to Commodity Specialist Toniann D. Noss. The contact information is:

Toniann D. Noss, Commodity Specialist
Department of General Services
Bureau of Procurement
6th Floor, 555 Walnut Street
Harrisburg, PA 17101-1921
Phone: 717-783-2090
Fax: 717-783-6241
E-mail: tnoss@state.pa.us

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.

Contract Reference Number: 6605-03
Collective Number: CN00002044, CN00005806 , CN00012543
SAP Contract Number: 4600005082, 4600005085, 4600005086, 4600005087
4600005088, 4600005089, 4600005090, 4600005091, 4600005092
4600005094, 4600005705, 4600005706, 4600005708, 4600005709
4600005715, 4600005722, 4600005729, 4600008313, 4600008314
4600008315, 4600008316, 4600008317, 4600008318, 4600008320
4600008321, 4600008327
Change Number: 13
Change Effective Date: 01/13/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Detection Equipment/Chemical, Biological, Radiological
Contract Period: Beginning May 1, 2003 and Ending April 30, 2006
Buyer Name: Liz Bollinger

CHANGE SUMMARY:

This contract has been assigned to Commodity Specialist Liz Bollinger. The contact information is:

Liz Bollinger, Commodity Specialist
Department of Procurement
Bureau of Procurement
6th Floor, 555 Walnut Street
Harrisburg, PA 17101-1914

Phone: 717-346-3276
Fax: 717-783-6241
Email: ebollinger@state.pa.us

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 6605-03

Collective Number:

SAP Contract Number: 460005722, 4600005715, 4600005709, 4600005708
4600005706, 4600005705, 4600005094, 00005092, 4600005091,
4600005090, 4600005089, 4600005088, 4600005086, 4600005085
4600005082

Change Number: 14

Change Effective Date: 05-01-06

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Detection Equipment/Chemical, Biological, Radiological
Contract Period: Beginning May 1, 2003 and Ending April 30, 2006
(Renewed through April 30, 2007)
Buyer Name: Liz Bollinger

CHANGE SUMMARY: This change notice is to notify all using agencies of the Commonwealth that 6605-03 for Detection Equipment/Chemical, Biological, Radiological is being renewed through April 30, 2007.

- 4600005722 – Agentase LLC
Supplier has added new detection product to the contract. The product is called the “Chemical Agent Detection (CAD) Kit “capable of detecting nerve, blood and blister agents. Contact supplier for details and pricing.
- 4600005715 – Bacou Dalloz USA Safety Inc.
- 4600005709 – Canberra Industries LLC
- 4600005708 – Safety Solutions Inc.
- 4600005706 – Response Biomedical Corp.
Supplier has submitted new pricing effective May 2006 with same 5% discount for CWOPA. Contact supplier for new pricing.
- 4600005705 – WM B Johnson & Associates Inc.
- 4600005094 – Inficon Inc.
Supplier has submitted new generation product release pricing and information. INFICON HAPSITE is now referred to as HAPSITE SMART. Contact supplier for cross reference and new pricing to be in effect until June 30, 2007.
- 4600005092 – MGP Instruments Inc.
- 4600005091 – Laurus Systems Inc.
Supplier has submitted new pricing and products effective May 2006. Contact supplier for new pricing and product release.
- 4600005090 – Premier Safety and Services Inc.
Supplier has submitted new pricing effective May 1, 2006 with same % discounts as originally offered with bid. Contact supplier for new pricing.
- 4600005089 - Thermo Electron
Supplier has submitted a 5% price increase on base “list price” with same % discount schedule to

be applied. Contact supplier for new pricing.

- 4600005088 – Smith's Detection-Edgewood Inc.
- 4600005086 - Aramsco Inc.
- 4600005085 - Mine Safety Appliances Co.
- 4600005082 - Alexeter Technologies LLC

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 6605-03

Collective Number:

SAP Contract Number: 460005722, 4600005715, 4600005709, 4600005708
4600005706, 4600005705, 4600005094, 00005092, 4600005091,
4600005090, 4600005089, 4600005088, 4600005086, 4600005085
4600005082

Change Number: 15

Change Effective Date: 05-01-07

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Detection Equipment/Chemical, Biological, Radiological
Contract Period: Beginning May 1, 2003 and Ending April 30, 2006
(Being extended through July 30, 2007)
Buyer Name: Liz Bollinger

CHANGE SUMMARY: This change notice is to notify all using agencies of the Commonwealth that 6605-03 for Detection Equipment/Chemical, Biological, Radiological is being extended to July 30, 2007.

- 4600005722 – Agentase LLC
- 4600005715 – Bacou Dalloz USA Safety Inc.
- 4600005709 – Canberra Industries LLC
- 4600005708 – Safety Solutions Inc.
- 4600005706 – Response Biomedical Corp.
- 4600005705 – WM B Johnson & Associates Inc.
- 4600005094 – Inficon Inc.
- 4600005092 – MGP Instruments Inc.
- 4600005091 – Laurus Systems Inc.
- 4600005090 – Premier Safety and Services Inc.
- 4600005089 - Thermo Electron
- 4600005088 – Smith's Detection-Edgewood Inc.
- 4600005086 - Aramsco Inc.
- 4600005085 - Mine Safety Appliances Co.
- 4600005082 - Alexeter Technologies LLC

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 6605-03

Collective Number:

SAP Contract Number: 460005722, 4600005715, 4600005709, 4600005708
4600005706, 4600005705, 4600005094, 00005092, 4600005091,
4600005090, 4600005089, 4600005088, 4600005086, 4600005085
4600005082

Change Number: 16

Change Effective Date: 07-31-2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Detection Equipment/Chemical, Biological, Radiological
Contract Period: Beginning May 1, 2003 and Ending April 30, 2006
(Being renewed through July 31, 2008)
Buyer Name: Liz Bollinger

CHANGE SUMMARY: This change notice is to notify all using agencies of the Commonwealth that 6605-03 for Detection Equipment/Chemical, Biological, Radiological is being renewed to July 31, 2008.

- **4600005715 – Bacou Dalloz USA Safety Inc.**
- **4600005708 – Safety Solutions Inc.**
- **4600005706 – Response Biomedical Corp.**
- **4600005705 – WM B Johnson & Associates Inc.**
- **4600005092 – MGP Instruments Inc.**
- **4600005090 – Premier Safety and Services Inc. Per new pricing dated 7-31-2007.**
- **4600005088 – Smith’s Detection-Edgewood Inc. Per new pricing dated 7-31-2007.**
- **4600005085 - Mine Safety Appliances Co. Per new pricing dated 7-31-2007 except Safesite Systems which will be current list price less 5%.**
- **4600005082 - Alexeter Technologies LLC**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 6605-03

Collective Number:

SAP Contract Number: 460005722, 4600005715, 4600005709, 4600005708
4600005706, 4600005705, 4600005094, 00005092, 4600005091,
4600005090, 4600005089, 4600005088, 4600005086, 4600005085
4600005082

Change Number: 17

Change Effective Date: 07-31-2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Detection Equipment/Chemical, Biological, Radiological
Contract Period: Beginning May 1, 2003 and Ending April 30, 2006
(Being renewed through July 31, 2008)
Buyer Name: Liz Bollinger

CHANGE SUMMARY: This change notice is to modify change order #16 to reference additional suppliers that should be included in the list of contractors renewing and notify all using agencies of the Commonwealth that 6605-03 for Detection Equipment/Chemical, Biological, Radiological is being renewed to July 31, 2008.

- **4600005715 – Bacou Dalloz USA Safety Inc.**
- **4600005708 – Safety Solutions Inc.**
- **4600005706 – Response Biomedical Corp.**
- **4600005705 – WM B Johnson & Associates Inc.**
- **4600005092 – MGP Instruments Inc.**
- **4600005090 – Premier Safety and Services Inc. Per new pricing dated 7-31-2007.**
- **4600005088 – Smith’s Detection-Edgewood Inc. Per new pricing dated 7-31-2007.**
- **4600005085 - Mine Safety Appliances Co. Per new pricing dated 7-31-2007 except Safesite Systems which will be current list price less 5%.**
- **4600005082 - Alexeter Technologies LLC**

Additions to renewal to July 31, 2008.

- **4600005089 – Thermo Electron. Per new pricing dated 7-31-2007.**
- **4600005091 – Laurus Systems. Per new pricing and product additions dated 7-31-2007**
- **4600005086 – Aramsco Inc. Per new pricing dated 7-31-2007.**
- **4600005722 – Agentase LLC.**
- **4600005709 – Canberra Industries**
- **4600005094 – Inficon Inc. Per new pricing (GSA Schedule) dated 7-31-2007.**

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.