



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

Request for Quotation

RFQ NUMBER
HST0811

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUTCH CHITTUM
304-558-8806

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Accurate Safety Distributors, Inc.
 10320 N. Thor Dr.
 Freeland, MI 48623

SHIP TO

HEALTH, SAFETY AND TRAINING
 OFFICE OF MINERS'
 1615 WASHINGTON STREET EAST
 CHARLESTON, WV
 25311

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/16/2007	N-30	BEST WAY	DESTINATION	NO CHARGE

BID OPENING DATE: **09/18/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	90	EA		345-16	1,340.00	120,600.00
PORTABLE MULTI-GAS MONITORS OPEN END CONTRACT PROVIDE 90 ITX "OR EQUAL" PORTABLE MULTI-GAS DETECTORS AND ACCESSORIES AS PER THE ATTACHED SPECIFICATIONS. INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH THE CLOSE OR BUSINESS ON 08/28/2007. QUESTIONS MAY BE MAILED, EMAILED, OR FAXED TO: BUTCH CHITTUM DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: BCHITTUM@WVADMIN.GOV EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 800-292-8240	DATE 9/14/07
TITLE President	FEIN 38-2051364	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p>						

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<i>[Signature]</i>	800-292-8240	9/14/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	38-2051364	

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<p>ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-292-8240	DATE 9/14/07
TITLE President	FBN 38-2051364	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas A. Miller</i>	TELEPHONE 800-292-8240	DATE 9/14/07
TITLE President	FEIN 38-2051364	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Annis K. Hider</i>	TELEPHONE 800-292-8240	DATE 9/14/07
TITLE President	FEIN 38-2051364	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: ----- Accurate Safety Distributors, Inc.</p> <p>DATE: ----- 9/14/07</p> <p>SIGNED: ----- <i>[Signature]</i></p> <p>TITLE: ----- President</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU</p>						

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<p>ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: BUTCH CHITTUM 44</p> <p>RFQ. NO.: HST0811</p> <p>BID OPENING DATE AND TIME:</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- Fax 989-695-2543 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Dennis Peden or Teresa Eastman</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800 292-8240	9/14/07
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE
President	38-2051364	

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----- Dennis Peden or Teresa Eastman -----						
***** THIS IS THE END OF RFQ HST0811 ***** TOTAL:						<u>120,600.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dennis Peden</i>	TELEPHONE 800-292-8240	DATE 9/14/07
TITLE President	FEIN 38-2051364	ADDRESS CHANGES TO BE NOTED ABOVE

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HST0811 Specifications

1. Vendor to provide a ITX multi-Gas Monitor "or Equal".
2. Detector must be a data logger type monitor.
3. Detector must detect levels of:
 - a. Carbon Monoxide (CO)
 - b. Nitrogen Dioxide (NO2)
 - c. Nitric Oxide (NO) as per title 196, Series 1 Section 7.1 of the Diesel Regulations
 - d. Methane (CH4)
 - e. Oxygen (O2)
4. Detector must be able to be calibrated in the field.
5. Detector must be able to record and print out findings.
6. Detector must include:
 - a. ~~Leather Carrying case~~ (rubber boot & hard carrying case)
 - b. Data link charger
 - c. Diesel emissions sampling pump and probe
 - d. Charcoal and dust/water filters.
 - e. One battery and battery charger for each unit. Battery must have minimum 42 hour run time. (10 hour run time)
7. Detector must have 1 year or longer warranty.
8. Vendor shall deliver units within 30 days from date of receipt of purchase order or as otherwise directed by the agency. Ninety (90) is the approximate number of units to be ordered. The actual quantity may be higher or lower depending on the need.
9. Cost shall include vendor providing a four (4) hour training session at location and time to be determined by the agency.

We are substituting a Rae Unit - VRae #018-2-1-2-4-5-0-5 with sample draw kit #008-3015-100 (included)

There is an optional Cal Kit Gas & Regulator available for \$837.00 (this is not part of the quoted price)

PLEASE SEE THE FOLLOWING PAGES FOR LITERATURE AND SPECS ON THE UNIT WE ARE QUOTING

****IF YOU HAVE TECHNICAL QUATIONS PLEASE CONTACT DENNIS PEDEN @ 800-292-8240****

THANK YOU FOR THE OPPORTUNITY TO QUOTE ON YOUR SAFETY NEEDS!!!

IF YOU NEED A UNIT DEMONSTRATION, WE WOULD BE HAPPY TO COME AND DO THAT FOR YOU!

WV-96
Rev. 5/94

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Academy Sports & Outdoors, Inc.

Authorized Signature: [Signature] Date: 9/14/07



VRAE Bid Specifications

VRAE is a hand-held, 1-to-5 gas detection monitor with built-in sampling pump and optional data logging. (Included)

Sensors Available Include:

<u>Sensor</u>	<u>Range</u>	<u>Resolution</u>
Combustible	0-100% LEL 0-100% VOL	1% 1%
Oxygen	0-30%	0.1%
Carbon Monoxide	0-500 ppm	1 ppm
Hydrogen Sulfide	0-100 ppm	1 ppm
Sulfur Dioxide	0-20 ppm	0.1 ppm
Nitric Oxide	0-250 ppm	1 ppm
Nitrogen Dioxide	0-30 ppm	0.1 ppm
Chlorine	0-10 ppm	0.1 ppm
Hydrogen Cyanide	0-100 ppm	1 ppm
Ammonia	0-50 ppm	1 ppm
Phosphine	0-5 ppm	0.1 ppm

Size: 8.3"L x 3.0"W x 1.9"H (21 x 7.6 x 4.9 cm)

Weight: 20 oz with battery pack (568g)

Sensors: Dual range catalytic sensor for combustible gas
Thermal conductivity sensor for percentage volume combustible gas
Electrochemical sensors for oxygen and toxic gases

Battery: Rechargeable, snap-in, field replaceable 4.8V, 1.1Ah NiMH battery pack, 4 AA battery adapter

Operating Life: 10 hours continuous operation

Display: 2 line, 16 digit LCD with LED back light automatically in dim light or alarm condition

Keypads: 1 operation and 2 programming keys

Direct Readout: Instantaneous reading (up to 5 values)
Oxygen as percentage by volume
Combustible gas as percentage by volume or percentage of lower explosive limit (LEL)

Alarm: 90 dB buzzer and flashing red LED to indicate exceeded preset alarms
High: 3 beeps and flashes per second

Low: 2 beeps and flashes per second
STEL and TWA: 1 beep and flash per second
Alarms latching with manual override or automatic reset
Additional diagnostic alarm and display message for low battery and pump stall

Datalogging:

^{ENCLOSURE}
Optional 16,000 points (53 hours, 5 channels at one minute intervals)
download to PC with serial number or unit, user ID, site ID and calibration date

Calibration:

Two point field calibration of zero and span gas

Sampling Pump:

Internal pump, flow rate 400 cc/min
Automatic shut off at low flow condition

Hazardous Area Approval:

US: UL, CuL, Classified as Intrinsically Safe for use in Class I, Division 1 Groups A, B, C, D Hazardous Locations T6 training
Europe: EEx ia IIC T4 (pending)

Temperature:

-4° to 113°F (-20° to 45°C)

Humidity:

0% to 95% relative humidity (non-condensing)

Attachment:

Durable rubber boot and wrist strap

Warranty:

Lifetime on non-consuming components (per RAE Standard Warranty), 2 years for O₂, LEL, CO and H₂S sensors, 1 year for all other sensors, 1 year pump, 1 year battery

VRAE

Hand Held 5 Gas Surveyor

VRAE is a hand held 1, 2, 3, 4 or 5 gas monitor with built-in sampling pump and optional data logging. *(Included)*

Sensors include new RAE dual range 0-100% Volume and 0-100% LEL, oxygen and three, smart, interchangeable toxic sensors or up to four smart, interchangeable toxic sensors may be added. The dual range combustible sensor can monitor explosive gases in an oxygen-free environment at percent by volume levels.

The internal pump automatically shuts off plus an alarm is activated, if the remote probe tubing crimps or water is sucked onto the field replaceable filter.

Toxic Sensors Include

- Carbon monoxide
- Hydrogen sulfide
- Sulfur dioxide
- Nitric oxide
- Nitrogen dioxide
- Chlorine
- Ammonia
- Hydrogen cyanide
- Phosphine

Features

- Large, alarm activated back light LCD display
- Visual alarm with flashing
- Large keys usable with gloved hand
- Rigid inlet probe
- 10 hours operation
- Sample collection port

- 16,000 data points download to PC
- Rubber boot

Special Points of Interest:

- Protected from portable radios
- Internal sample draw pump for quick response and remote sampling
- Smart battery charging with status indication and LED indicator
- Snap-in rechargeable NiMH or alkaline battery pack
- 48 built-in correction factors for LEL sensor
- 4 toxic sensor version

Applications

- Refineries and petrochemical plants — confined space entry, hot work permits
- Utilities — cable vaults, transformer stations
- Waste water treatment plants — confined space entry
- Marine and off shore oil wells — testing of confined spaces
- Landfill operations — monitoring wells and confined spaces
- Food processing — refrigeration, decomposition, process off gasing, poultry farms
- Fire departments
- Confined Space Entry — trenches, silos, railcars



Specifications

Intrinsic Safety	UL Class 1, Division I, Group A,B,C,D cUL and EEx ia IIC T4 (Europe) PENDING
Size	8.3" (21 cm) L x 3.0" (7.6 cm) W x 1.9" (4.9 cm) H
Weight	20 oz (568 gm) with battery pack
Detector	Catalytic sensor for combustible gas. Thermal conductivity sensor for percentage volume combustible gas. Electrochemical sensors for oxygen and toxic gases
Battery	Rechargeable, snap-in, field replaceable 4.8V, 1.1Ah NMH battery pack, 4 AA alkaline battery adapter
Operating Hours	10 hours continuous
Battery Charging	10 hours charge through built-in charger or an external battery charger
Display	2 line by 16 digit LCD with LED back light automatically in dim light or alarm condition
Keypads	1 operation and 2 program keys
Direct Readout	Instantaneous (up to 5 values): <ul style="list-style-type: none"> Oxygen as percentage by volume Combustible gas as percentage by volume or percentage of lower explosion limit Toxic gases as parts per million High and low values for all gases STEL, TWA for toxic gases Battery and shut down voltage
Alarm	90 dB buzzer and flashing red LED to indicate exceeded preset alarms: <ul style="list-style-type: none"> High — 3 beeps and flashes per second Low — 2 beeps and flashes per second STEL and TWA — 1 beep and flash per second Alarms latching with manual override or automatic reset Additional diagnostic alarm and display message for low battery and pump stall
Calibration	Two points field calibration of zero and span gas
Datalogging	16,000 points (53 hours, 5 channels at one minute intervals) down load to PC with serial number of unit, user ID, site ID and calibration date
Datalogging Interval	1 - 3,600 seconds, programmable
Sampling Pump	Internal pump, flow rate 400 cc/minute Automatic shut off at low flow condition
Temperature	-4°F to 113°F (-20°C to 40°C)
Humidity	0% to 95% relative humidity (non-condensing)

Gas	Nominal Range	Extended Range	Resolution	Response Time (t90)
Combustible	0 - 100% LEL		1%	15 sec
	0 - 100 VOL		1%	20 sec
Oxygen	0 - 30%		0.1%	15 sec
Carbon Monoxide	0 - 500 ppm	1500 ppm	1 ppm	40 sec
Hydrogen Sulfide	0 - 100 ppm	500 ppm	1 ppm	35 sec
Sulfur Dioxide	0 - 20 ppm	150 ppm	0.1 ppm	35 sec
Nitric Oxide	0 - 250 ppm	1000 ppm	1 ppm	30 sec
Nitrogen Dioxide	0 - 30 ppm	150 ppm	0.1 ppm	25 sec
Chlorine	0 - 10 ppm	30 ppm	0.1 ppm	60 sec
Hydrogen Cyanide	0 - 100 ppm	100 ppm	1 ppm	200 sec
Ammonia	0 - 50 ppm	200 ppm	1 ppm	150 sec
Phosphine	0 - 5 ppm	20 ppm	0.1 ppm	60 sec

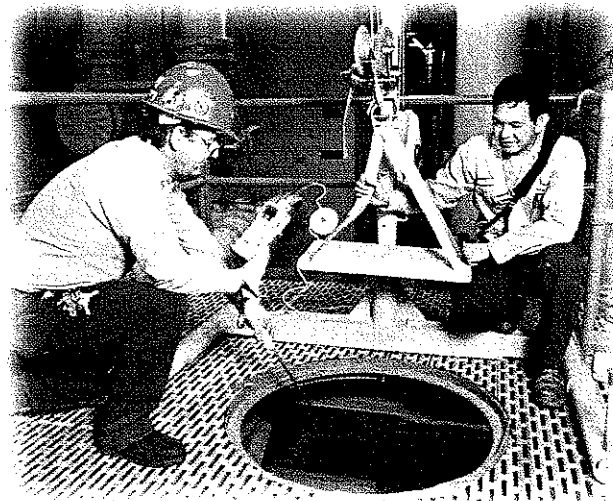
Ordering Information

Models 7800 & 7840

- VRAE unit with combustible, oxygen and up to 3 toxic sensors (7800) OR combustible, and up to 4 toxic sensors (7840)
- Rechargeable NMH battery pack
- AC/DC charging adapter
- Backup Alkaline battery adapter (accept 4 AA size alkaline)
- Inlet probe and water trap filter
- Operation and maintenance manual
- 2 year warranty for LEL / O2 / CO / H2S VRAE monitor

Accessories

- Confined space entry kit
- Calibration kits with gas cylinder, flow regulator and tubing
- ProRAE Suite Software and interface cable
- Automotive charging adapter
- Collapsible remote sampling probe
- Vibration alarm
- Additional sensors — contact the factory for details



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