



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

**Solicitation**

NUMBER
BPH14030

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Thermo Eberline LLC  
 27 Forge Parkway  
 Franklin, MA 02038

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BPH - THREAT PREPAREDNESS  
 505 CAPITOL STREET, SUITE 200  
 CHARLESTON, WV  
 25301 304-558-1218

DATE PRINTED:
05/17/2013

BID OPENING DATE: 06/13/2013 BID OPENING TIME 1:30 PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF HEALTH & HUMAN RESOURCES, BUREAU FOR PUBLIC HEALTH, CENTER FOR THREAT PREPAREDNESS REQUEST A QUOTE FOR THE ONE TIME PURCHASE OF RADIOLOGICAL EQUIPMENT, ACCESSORIES AND TRAINING PER THE ATTACHED INSTRUCTIONS TO BIDDERS, AND SPECIFICATIONS.  BID OPENING: JUNE 13, 2013 AT 1:30 PM						
0001	5	EA	490-71	TRANSPORTABLE RADIATION PORTAL MONITOR PN TPM903B, OR EQUAL.	\$11,966.0	\$59,830.00
0002	5	EA	490-71	VEHICLE MOUNTING KIT FOR TRANSPORTABLE RADIATION PORTAL MONITOR, PN TPM903BVK, OR EQUAL.	\$765.00	\$3,825.00

06/13/13 09:44:02 AM  
 West Virginia Purchasing Division

SIGNATURE	TELEPHONE 508-553-1582	DATE June 10, 2013
TITLE Contract Administrator	FEIN 04-3463209	ADDRESS CHANGES TO BE NOTED ABOVE

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



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SUPPORT

HEALTH AND HUMAN RESOURCES  
 BPH - THREAT PREPAREDNESS  
 505 CAPITOL STREET, SUITE 200  
 CHARLESTON, WV  
 25301 304-558-1218

DATE PRINTED
05/17/2013

BID OPENING DATE: 06/13/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	5	EA	490-71		\$1,560.00	\$7,800.00
				HARD SHELL TRANSPORT CASE FOR TRANSPORTABLE RADIATION PROTAL MONITOR, PN BS7134 OR EQUAL.		
0004	24	EA	490-71		\$2,309.00	\$55,416.00
				POCKET-SIZE PERSONAL RADIATION DETECTOR. PN 425067104, OR EQUAL.		
0005	24	EA	490-71		\$32.00	\$768.00
				HOLSTER FOR POCKET-SIZE PERSONAL RADIATION DETECTOR. PN 425067046, OR EQUAL.		
0006	16	EA	490-71		\$1,359.00	\$21,744.00
				ALPHA, BETA, GAMMA SURVEY METER. PN 425068510, OR EQUAL.		

SIGNATURE		TELEPHONE	DATE
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0007	16	EA	490-71	HOLSTER FOR ALPHA, BETA, GAMMA SURVEY METER. PN 425068519, OR EQUAL.	\$39.00	\$624.00
0008	4	EA	490-71	PORTABLE SPECTROSCOPIC RADIOISOTOPE IDENTIFICATION INSTRUMENT, PN 4250850, OR EQUAL.	\$9,240.00	\$36,960.00
0009	1	JB	490-71	ON-SITE, TWO-DAY EQUIPMENT AND ACCESSORIES TRAINING SESSION, FOR UP TO 20 ATTENDEES. PROVIDE ALL THE EQUIPMENT, ACCESSORIES AND TRAINING PER THE ATTACHED SPECIFICATIONS.	No Charge	No Charge

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN 04-3463209	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED
05/17/2013
BID OPENING DATE:
06/13/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ BPH14030 ***** TOTAL:						\$186,967.00

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN 04-3463209	ADDRESS CHANGES TO BE NOTED ABOVE

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**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

--

A MANDATORY PRE-BID meeting will be held at the following place and time:

--

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: June 4, 2013

Submit Questions to:

Roberta Wagner

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Roberta.A.Wagner@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_  
 SOLICITATION NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_  
 BID OPENING TIME: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [ ] Technical  
 [ ] Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

June 13, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on   
  
 and extends for a period of  year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

**Commercial General Liability Insurance:**  
 \$1,000,000.00 minimum or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[ ] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

- [ ]
- [ ]
- [ ]
- [ ]

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.



- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources, Bureau for Public Health, Center for Threat Preparedness (Agency) to establish a contract for the one time purchase of radiological equipment, accessories, and training.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Item" means the radiological equipment, accessories, and training described in Section 3.1 herein.

2.2 "Pricing Page" means the page upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is included on the last page of this RFQ.

2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as BPH14030.

3. **GENERAL REQUIREMENTS:**

3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 **Contract Item #1 - Quantity: 5 - Transportable Radiation Portal Monitor**

3.1.1.1 Transportable Radiation Portal Monitor must be Thermo Scientific Transportable Radiation Portal Monitor, Part Number TPM903B, or equal. If alternate monitor is bid, Vendor must provide specifications to confirm item meets the following mandatory requirements.

3.1.1.2 Transportable Radiation Portable Monitor must meet or exceed FEMA 137-Cs sensitivity requirements of less than 1  $\mu$ Ci under ambient conditions.

3.1.1.3 Transportable Radiation Portal Monitor must have the capability of being installed permanently or temporarily.

- 3.1.1.4 Transportable Radiation Portal Monitor must have an energy range from at least 60 kiloelectron volts (keV) up to 2 millielectron volts (MeV).
- 3.1.1.5 Transportable Radiation Portal Monitor must have a walk-through time of 2 seconds or less.
- 3.1.1.6 Transportable Radiation Portal Monitor must have an adjustable infra-red motion sensor.
- 3.1.1.7 Transportable Radiation Portal Monitor must operate in temperatures from as low as -20°C up to +50°C (-4°F to +122°F).
- 3.1.1.8 Transportable Radiation Portal Monitor must have the capability of being powered by AC or alkaline cell batteries. Vendor must provide AC power supply and appropriate number of alkaline cell batteries required to operate the Transportable Radiation Portal Monitor bid.
- 3.1.1.9 Transportable Radiation Portal Monitor must have the capability of being networked.
- 3.1.1.10 Transportable Radiation Portal Monitor must include a backlight display and an alarm.
- 3.1.1.11 Transportable Radiation Portal Monitor must have the capability of being remotely operated.
- 3.1.2 **Contract Item #2 - Quantity: 5 - Vehicle Mounting Kit for Transportable Radiation Portal Monitor**
  - 3.1.2.1 Vehicle Mounting Kit for Transportable Radiation Portal Monitor must be Thermo Scientific, Part Number TPM903BVK, or equal and compatible to the Transportation Radiation Portal Monitor described in Section 3.1.1.
- 3.1.3 **Contract Item #3 - Quantity: 5 - Hard Shell Transport Case for Transportable Radiation Portal Monitor**

3.1.3.1 Hard Shell Transport Case for Transportable Radiation Portal Monitor must be Thermo Scientific, Part Number BS7134, or equal and compatible to the Transportation Radiation Portal Monitor described in Section 3.1.1.

**3.1.4 Contract Item #4: Quantity: 24 - Pocket-Size Personal Radiation Detector**

3.1.4.1 Pocket-Size Personal Radiation Detector must be Thermo Scientific, RadEye PRD-ER, Part Number 425067104, or equal. If alternate pocket-size personal radiation detector is bid, Vendor must provide specifications to confirm item meets the following mandatory requirements.

3.1.4.2 Pocket-Size Personal Radiation Detector must be menu driven.

3.1.4.3 Pocket-Size Personal Radiation Detector must be equipped with a graphic display and audible, visible, vibrating alarms; and earphone output for silent alarming.

3.1.4.4 Pocket-Size Personal Radiation Detector must include Interdiction and response applications.

3.1.4.5 Pocket-Size Personal Radiation Detector must include an NaI (TI) detector with high quality microphotomultiplier.

3.1.4.6 Pocket-Size Personal Radiation Detector must have measurement ranges from at least 1µrem/h to 10 rem/h and 0.01µSv/h to 100 mSv/h.

3.1.4.7 Pocket-Size Personal Radiation Detector must have an energy range from at least 60 keV up to 1.3MeV.

**3.1.5 Contract Item # 5: Quantity: 24 - Holster for Pocket-Size Personal Radiation Detector**

3.1.5.1 Holster for Pocket-Size Personal Radiation Detector must be Thermo Scientific, Part Number 425067046, or equal and compatible to the Pocket-Size Personal Radiation Detector described in Section 3.1.4.

**3.1.6 Contract Item #6: Quantity: 16 - Alpha, Beta, Gamma Survey Meter**

- 3.1.6.1 Alpha, Beta, Gamma Survey Meter must be RadEye B20-ER, Thermo Scientific, Part Number 425068510, or equal. If alternate meter is bid, Vendor must provide specifications to confirm item meets the following mandatory requirements.
  - 3.1.6.2 Alpha, Beta, Gamma Survey Meter must have measurement ranges of:
    - 3.1.6.2.1 Beta and Gamma Dose Rates: from at least 0 up to 100mSv/h and 0 to up to 10 R/h.
    - 3.1.6.2.2 Contamination: from at least 0 up to 500kcp/s
  - 3.1.6.3 Alpha, Beta, Gamma Survey Meter must have an energy range of 17 keV to 1.3 MeV.
  - 3.1.6.4 Alpha, Beta, Gamma Survey Meter must include LED, sound, and vibrator alarms.
  - 3.1.6.5 Alpha, Beta, Gamma Survey Meter must be battery operated.
  - 3.1.6.6 Alpha, Beta, Gamma Survey Meter must include a hard shell transport case.
- 3.1.7 **Contract Item #7: Quantity 16: - Holster for Alpha, Beta, Gamma Survey Meter**
- 3.1.7.1 Holster for Alpha, Beta, Gamma Survey Meter must be Thermo Scientific, Part Number 425068519, or equal and compatible to the Alpha, Beta, Gamma Survey Meter described in Section 3.1.6.
- 3.1.8 **Contract Item #8: Quantity 4: - Portable Spectroscopic Radioisotope Identification Instrument**
- 3.1.8.1 Portable Spectroscopic Radioisotope Identification Instrument must be RIIDEYE-G, Thermo Scientific, Part Number 4250850, or equal. If alternate instrument is bid, Vendor must provide specifications to confirm item meets the following mandatory requirements.
  - 3.1.8.2 Portable Spectroscopic Radioisotope Identification Instrument must have an energy range of at least 20keV up to 3MeV.



- 3.1.8.3 Portable Spectroscopic Radioisotope Identification Instrument must have an LCD display.
- 3.1.8.4 Portable Spectroscopic Radioisotope Identification Instrument must have an Ethernet and removable memory card.
- 3.1.8.5 Portable Spectroscopic Radioisotope Identification Instrument must have a battery life up to eight (8) hours.
- 3.1.8.6 Portable Spectroscopic Radioisotope Identification Instrument must have a temperature range of at least -20°C up to 50°C (-4°F to 122°F).
- 3.1.8.7 Portable Spectroscopic Radioisotope Identification Instrument must include audio and visual on screen alarms.
- 3.1.8.8 Portable Spectroscopic Radioisotope Identification Instrument must include continuous stabilization with natural potassium requiring no periodic source replacement or licensing.
- 3.1.8.9 Portable Spectroscopic Radioisotope Identification Instrument must include continuous on screen display of dose rate.
- 3.1.8.10 Portable Spectroscopic Radioisotope Identification Instrument must include a configurable library.
- 3.1.8.11 Portable Spectroscopic Radioisotope Identification Instrument must include a transport case and charging accessories.

**3.1.9 Contract Item #9: Quantity 1: - Equipment and Accessories Training**

- 3.1.9.1 Vendor will provide Agency one, 2-day, onsite factory authorized and approved training session on setup and usage of Contract Items described in Sections 3.1.1 through 3.1.8 herein for up to 20 attendees. Training will take place at 505 Capitol Street, Suite 200, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff to attend the training session; including travel expenses, lodging, and meals.

**4. CONTRACT AWARD:**

- 4.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the

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Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

- 4.2 Pricing Page:** Vendor should complete the Pricing Page by completing the Unit and Total prices of each contract item, Total Bid, and Vendor Section. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate.

**5. PAYMENT:**

- 5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items, including training, within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 505 Capitol Street, Suite 200, Charleston, West Virginia, 25301.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product

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shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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PRICING PAGE

CONTRACT ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
3.1.1	Transportable Radiation Portal Monitor, Thermo Scientific Transportable Radiation Portal Monitor, Part Number TPM903B, or equal.	5 each	\$11,966.00	\$59,830.00
3.1.2	Vehicle Mounting Kit for Transportable Radiation Portal Monitor, Thermo Scientific, Part Number TPM903BVK, or equal (must be compatible to the Transportation Radiation Portal Monitor described in Section 3.1.1).	5 each	\$765.00	\$3,825.00
3.1.3	Hard Shell Transport Case for Transportable Radiation Portal Monitor, Thermo Scientific, Part Number BS7134, or equal (must be compatible to the Transportation Radiation Portal Monitor described in Section 3.1.1).	5 each	\$1,560.00	\$7,800.00
3.1.4	Pocket-Size Personal Radiation Detector, Thermo Scientific RadEye PRD-ER, Part Number 425067104, or equal.	24 each	\$2,309.00	\$55,416.00
3.1.5	Holster for Pocket-Size Personal Radiation Detector, Thermo Scientific, Part Number 425067046, or equal (must be compatible to Pocket-Size Personal Radiation Detector described in Section 3.1.4)	24 each	\$32.00	\$768.00
3.1.6	Alpha, Beta, Gamma Survey Meter, Thermo Scientific RadEye B20-34, Part Number 425068510, or equal.	16 each	\$1,359.00	\$21,744.00
3.1.7	Holster for Alpha, Beta, Gamma Survey Meter, Thermo Scientific, Part Number 425068519, or equal (must be compatible to the Alpha, Beta, Gamma Survey Meter described in Section 3.1.6).	16 each	\$39.00	\$624.00
3.1.8	Portable Spectroscopic Radioisotope Identification Instrument, Thermo Scientific RIIDEYE-G, Part Number 4250850, or equal.	4 each	\$9,240.00	\$36,960.00

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3.1.9	On-Site, two-day factory authorized and approved equipment and accessories training session on setup and usage of Contract Items described in Sections 3.1.1 through 3.1.8 herein for up to 20 attendees. Training will take place at 505 Capitol Street, Suite 200, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff to attend the training session; including travel expenses, lodging, and meals.	One, 2-day session	No Charge	
<b>GRAND TOTAL:</b>				\$186,967.00

Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost.

Vendor shall deliver the Contract Items, including training, within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 505 Capitol Street, Suite 200, Charleston, West Virginia, 25301.

**VENDOR SECTION:**

<b>Vendor Name:</b>	Thermo Eberline LLC
<b>Physical Address:</b>	27 Forge Parkway Franklin, MA 02038
<b>Remit to Address:</b>	PO Box 712099 Cincinnati, OH 45271-0001
<b>Telephone:</b>	800-274-4212
<b>Fax:</b>	508-520-2815
<b>Email:</b>	customerservice.rmsi@thermofisher.com
<b>Vendor Representative (print name):</b>	Raymond Lowe, Contract Administrator

<b>Signature:</b>	<b>Date:</b> June 10, 2013
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State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a nonresident vendor 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of 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) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: N/A Signed:
Date: Title:

# Sales Quotation

**Thermo Eberline LLC**

Quote No.	Create Date	Expected Delivery Time	Page (s)
RMPQ17751-03	Jun 10, 2013	8-9 Weeks ARO	
FOB	Payment Terms	Shipping Method	Valid For
Origin	NET 30	BEST WAY	90 Days

Radiation Measurement and Security Instruments  
 27 Forge Parkway  
 Franklin, MA 02038  
 Phone: 800-274-4212  
 Fax: 508-520-2815  
 FEIN: 04-3463209  
 DUNS: 825866366

**Submitted To:**

Health and Human Resources  
 BPH- Threat Preparedness BPH14030  
 505 Capitol Street  
 Suite 200  
 Charleston  
 WV 25301  
 USA  
 Phone:  
 Fax:  
 Email:

**Submitted By :** Raymond Lowe  
**Phone No. :** 508-553-1582  
**E-Mail Address :** raymond.lowe@thermofisher.com

**To Place an order, please fax purchase orders to 508-520-2815 or email to customerservice.rmsi@thermofisher.com**

**For Product questions, please call 1-800-274-4212 Option 2 for Technical Support**

**Please have PO made out to THERMO EBERLINE LLC**

Line #	Qty	Part Number	Description	Unit Price	Ext. Price
1	5	TPM903B	Transportable Portal Monitor detects FEMA required 1 µCi in a "walk thru" mode using two 72" x 3" x 1.5" lead-shielded PVT scintillation detectors and a two channel programmable controller. Does not include carrying case or packaging, please select either the rugged transportation case or the soft case and crate as detailed below	\$11,966.00	\$59,830.00
2	5	TPM903BVK	Vehicle monitoring kit for the TPM-903B	\$765.00	\$3,825.00
3	5	BS7134	Hard Shell Case for the TPM	\$1,560.00	\$7,800.00
4	24	425067104	RadEye PRD-ER, Pocket-sized personal radiation detector with extended measuring range: NaI(Tl)-det. With PMT, gamma detection from 30 keV; measuring range 1µR/h - 10 R/h (60 keV - 1.3 MeV); linearity +/- 20% for Cs-137, black	\$2,309.00	\$55,416.00
5	24	425067046	Holster with neckband for Radeye PRD versions. Sized to insert instrument with rubber shock protection.	\$32.00	\$768.00
6	16	425068510	RadEye B20-ER, Alpha, Beta, Gamma Surveymeter, extended measuring range up to 500 kcps, Beta and Gamma dose rate up to 100 mSv/h; 10 Rem/h, linearity +/- 10%, including hard shell transport case	\$1,359.00	\$21,744.00
7	16	425068519	Holster with neckband for RadEye G-20 and B-20 versions. Sized to insert instrument with rubber shock protection.	\$39.00	\$624.00
8	4	4250850	RIIDEYE-G - Portable Spectroscopic Radioisotope Identification Instrument. 2"x2" NaI(Tl), Continuous on screen display of dose rate, Patented QCC algorithm for fastest isotope ID, Configurable Library, Single-handed operations, ID of peaks color coded to specific triggers, Continuous gain stabilization with natural K-40, 8 hours operational life with battery pack, can use commercially available AA batteries. RS-232, Ethernet and compact flash memory included, includes transport case and all necessary charging accessories	\$9,240.00	\$36,960.00
9	1	TSVCMISC	On-site two day equipment and accessories training session, for up to 20 attendees	\$0.00	\$0.00

Line #	Qty	Part Number	Description	Unit Price	Ext. Price
				SubTotal	\$186,967.00
				Sales Tax	\$0.00
				Estimated Shipping	\$0.00
				<b>Total</b>	<b>\$186,967.00</b>

**Regional Sales Manager:**

David Nice Ph: 864-630-9703

Competitive finance options are available through a rapid process requiring only straightforward documentation. Please contact your local sales representative for more information on our lease offerings from Thermo Fisher Financial Services.

This quotation is subject to the terms and conditions labeled Thermo Eberline LLC "Terms and Conditions of Sale" listed below on this form as well as the terms outlined in any Service Maintenance Agreement and any associated Service Level Descriptions listed on the quote. This quote shall constitute the exclusive terms governing the contracts between us for your order.

Minimum Order Amount is \$50.00. Prices exclude freight charges and/or applicable hazardous materials fee. Product lead-times are subject to change.

This quotation is only valid for product utilization within the United States. If the country of final destination of the items quoted is other than USA, this information must be advised to Thermo Fisher Scientific prior to placement of an order. Thermo Fisher Scientific reserves the right to refuse the order and all warranties are null and void.

A valid export license may be required for shipment/forwarding of goods outside of the USA.

Please visit us on the web at [www.thermofisher.com](http://www.thermofisher.com) for product literature.

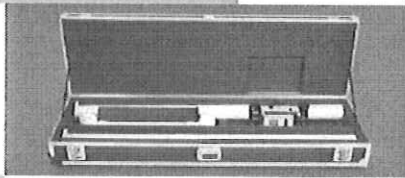
Quotations are valid for 30 days unless otherwise specified on header.

Thermo Eberline LLC, a part of Thermo Fisher Scientific



The Thermo Scientific TPM-903B is designed for rapid radiation screening of personnel. It provides early warning of hot spots, e.g., on protective clothing, and has design features suited for monitoring radiation workers, vehicles or the public.

## Thermo Scientific TPM-903B Transportable Radiation Portal Monitor



### Features

- Quick and easy setup
- Lightweight construction
- Very sensitive, highly uniform responses to gamma radiation
- Exceeds FEMA <sup>137</sup>Cs sensitivity requirements
- Powered by AC or D-cell batteries
- Excellent price/performance ratio

### Features New to the TPM-903B

- Networkable
- Backlit display
- Brighter lamps
- Louder alarm
- Controller can be remotely operated

The Thermo Scientific TPM-903B is a lightweight, portable portal monitor that is ideal for either permanent or temporary installation. The aperture accommodates pedestrians, wheelchairs, walkers, ambulance gurneys and strollers; and can also be easily adapted as a vehicle monitor.

Emergency response teams, security forces, HAZMAT and evacuation teams can make use of the adaptable TPM-903B. Quick and easy installation with minimal instruction needed, it is the perfect tool to provide personnel radiation screening in an emergency response scenario or temporary security event. Head-to-toe coverage is

achieved in quick fashion, allowing for maximum throughput without the need for excessive searches of personnel, hand-carried items, or vehicles.

The TPM-903B also detects shielded sources, providing high confidence for security and emergency response personnel.

The TPM-903B exceeds the FEMA <sup>137</sup>Cs sensitivity requirements. Monitoring for beta and gamma radiation, the wide, full-length detectors of the TPM-903B provide maximum coverage of walk-thru pedestrians as well as wheeled persons and items.

## Specifications

### Setup of the TPM-903B

Setup is a breeze. Simply clamp the pillars to floor stands with the provided thumbnuts, make simple connections, slide the crossbar into push fit, connect the unit to AC power or D-cell batteries and switch it on.

With preset parameters, self-testing is complete in 2 seconds and background is acquired in 20 seconds. The Thermo Scientific TPM-903B is then operational.

If parameters need adjustment, the LCD display prompts the operator for setup values which are entered via the password-protected keypad.

Alarm level, time and date, and signal amplitude discrimination level are all adjustable.

The TPM-903B is supplied in a ski-style bag containing just five main pieces: two support stands, two vertical pillars and the cross bar which holds the controller. With a total weight of only 90 lbs (approx.) it can easily be wheeled into place.

The TPM-903B operates equally well from AC power or six alkaline D-cells which provide over many hours uninterrupted use.

## Thermo Scientific TPM-903B

### General Specifications

Detector Volume	2 x BC408 plastic scintillators, each 1829 mm x 75 mm x 38 mm (72 in x 3 in x 1.5 in). 648 in <sup>3</sup> ; 1.6 mm (1/16") lead shielding around three sides over the full length
Sensitivity	< 1 µCi under ambient conditions (RDA); <sup>137</sup> Cs
Energy Range	60 keV to 2 MeV
Walk-Through Time	2 seconds
Controller	4 x 20 character alphanumeric LCD display with password-protected keypad for the following adjustments: counting interval, N <sup>o</sup> STD DEV radiation alarm level, high/low background alarm levels, occupancy hold-in, lower level discriminator, upper level discriminator, date/time
Occupancy Sensor	Adjustable infra-red motion sensor
Indicators	Visible: Green "ready/clear" light; red "alarm/fault" light Audible: Loud signal
Dimensions	2,310 mm x 930 mm x 610 mm (91 in x 36.5 in x 24 in) assembled 2,032 mm x 457 mm x 457 mm (80 in x 18 in x 18 in) packed in carrying bag
Weight	40 kg (90 lb) approx.
Power	90 VAC to 264 VAC, 47 Hz to 63 Hz, 50 VA, or six alkaline D-cells
Operating Temperature	-20°C to +50°C (-4°F to +122°F)
<b>Options</b>	
TPM-903VK	Transportable portal monitor vehicle kit
TPM-Case	Hard-sided transport case with wheels
TPM-Soft-Case	Soft-sided transport case with wheels

### About Thermo Fisher Scientific

Thermo Fisher Scientific (NYSE: TMO) is the world leader in serving science, enabling our customers to make the world healthier, cleaner and safer. With an annual revenue stream of more than \$9 billion, we employ 30,000 people and serve over 250,000 customers within pharmaceutical and biotech companies, hospitals and clinical diagnostic labs, universities, research institutions and government agencies as well as environmental and industrial processing settings. Serving our customers through two premier brands, Thermo Scientific and Fisher Scientific, we help solve analytical challenges from routine testing to complex research and discovery.

Thermo Scientific offers customers a complete range of high-end analytical instruments as well as laboratory equipment, software, services, consumables and reagents to enable integrated laboratory workflow solutions. Fisher Scientific provides a complete portfolio of laboratory equipment, chemicals, supplies and services used in healthcare, scientific research, safety and education. Together, we offer the most convenient purchasing options to customers and continuously advance our technologies to accelerate the pace of scientific discovery, enhance value for customers and fuel growth for shareholders and employees alike.

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# RadEye PRD/PRD-ER

Search and Find and Gamma Safety Surveys



## Applications

- Search and Safety
- Security
- First responders
- Steel and Recycling
- Environmental Monitoring

### RadEye PRD-ER

Special proprietary circuitry allows the energy compensated dose and dose rate measurement up to 100 mSv/h (or 10 rem/h). Thus the RadEye PRD-ER is the ideal tool for both interdiction and response.

Unlike instruments using two different detectors for the low dose rate range and the high dose rate range, the single detector arrangement in the RadEye PRD-ER offers the following unique advantages over the whole measuring range:

- Consistent angular dependence
- No mutual shielding of neighboring detectors
- Consistent energy response
- No transition range with annoying hysteresis effects
- No high activity source for function test of high dose rate detector required

With the help of the RadEye PRD-ER test adapter, users can check the full detector performance on a regular basis – without the need of a high dose rate calibration facility.

RadEye PRD-ER #425067102  
Factory calibrated in exposure rate R/h  
Yellow front cover

RadEye PRD-ER #425067122  
Factory calibrated in  $H^*(10)$   $\mu$ Sv/h  
Yellow front cover

RadEye PRD-ER #425067104  
Factory calibrated in exposure rate R/h  
Black front cover

### Lutetium Test Adapter for PRD and PRD-ER

For additional information please see pages 37-38.



### RadEye variants PRD-S and PRD-ER-S

The special firmware variants RadEye PRD-S # 425067130 and RadEye PRD-ER # 425067135 includes the capability for scaler measurement.

For additional information please ask for a separate data sheet.



RadEye PRD-S gamma laboratory kit # 425069015, e.g. for sensitive measurement of small food samples.

# RadEye PRD/PRD-ER

Search and Find

## Features

- High quality PMT for excellent response from 30 keV
- EMI immunity much better than photodiode instruments
- NaI(Tl)-Detector for high response to SNM and RDD's
- True dose and dose rate calculation avoids significant overestimation of low gamma energies
- Automatic background update, (i.e., no user action necessary)
- NBR allows very low alarm levels for artificial radioactivity
- Designed to meet ANSI 42.33/1, 42.32 and IEC 62401
- Energy response behavior in Roentgen

### RadEye PRD

The "orphan source" phenomena is a serious global problem as sources showing up unexpectedly in scrap yards, border crossings or numerous other public locations are a significant potential threat. The RadEye PRD represents a high-performance measuring device for anyone responsible for finding radiation sources whether they be first preventers (border guards, customs officers) or first responders (emergency services and law enforcement).

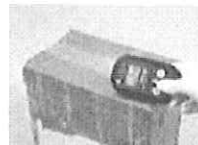
The RadEye PRD is 5,000 - 100,000 times more sensitive than a typical electronic dosimeter.

When looking for lost or hidden radiation sources or contaminated materials, it is paramount to use a tool with high sensitivity and high selectivity.

The RadEye PRD achieves this through a special technique based on our patented Natural Background Rejection (NBR) technology. It is the only instrument of its type and size to achieve this.

The RadEye PRD incorporates a high sensitivity NaI(Tl) scintillation detector with a miniature photo-multiplier allowing the detection of very low radiation levels with particular emphasis on gamma emissions below 400 keV. Thus, in case of a nuclear accident, the RadEye PRD is ideal for sensitive I-131 detection and measurement.

Detector	NaI(Tl)-detector with high quality micro photomultiplier; software switch for R or Sv energy response and calibration
Measuring range	PRD: 1 $\mu$ R/h - 25 mR/h [0.01 $\mu$ Sv/h - 250 $\mu$ Sv/h] PRD-ER: 1 $\mu$ rem/h - 10 rem/h [0.01 $\mu$ Sv/h - 100 mSv/h]
Overrange indication	PRD: Tested up to 1,000 R/h [10 Sv/h] PRD-ER: Tested up to 10,000 rem/h [100 Sv/h]
Energy range (+/- 30 %)	60 keV - 1.3 MeV, excellent detection from 30 keV
Response for Cs-137 (662 keV)	1.5 cps per $\mu$ R/h [150 cps per $\mu$ Sv/h]
Response for Am-241 (60 keV)	30 cps per $\mu$ R/h [2000 cps per $\mu$ Sv/h]
Linearity error (Cs-137)	PRD: max. $\pm$ 10 % PRD-ER: max. $\pm$ 20 %
Enhanced alarming sensitivity by NBR	Yes, down to 1 $\mu$ R/h [0.01 $\mu$ Sv/h] at low gamma energies
Cosmic radiation background	Suppression typically > 95 %



RadEye PRD #4250671  
Factory calibrated in  
exposure rate R/h



RadEye PRD #425067120  
Factory calibrated in  
H\*(10)  $\mu$ Sv/h

## First Responder Laboratory Kit\*



### Pelican case containing:

- Sample changer for use with the RadEye B20
- Sample planchets with different lip heights
- Disposable gloves, spatula
- 50 mm paper filters

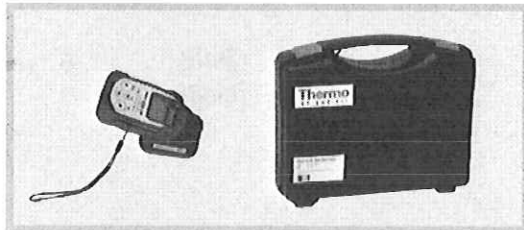
### Space for:

- Data cable and desktop holder
- User manual
- Lutetium-oxide test adapter
- RadEye B20 / B20-ER
- Additional RadEye (PRD or N)

\*Please order a RadEye B20 or B20-ER separately

Order no. 425069011

## RadEye B20 / B20-ER - scope of delivery



The RadEye B20 / B20-ER comes in a black plastic case, which also offers space for accessories like filters and test adapter.

RadEye B20: 4250685

RadEye B20-ER: 425068510

### Technical Specification for RadEye B20 / B20-ER

Detector	1 pancake GM-tube, window dia. 44 mm (1.7"); 1.8 – 2.0 mg/cm <sup>2</sup>
Measuring range according IEC 60846-1	0,2 µSv/h - 2 mSv/h [20 µrem - 200 mrem/h] RadEye B20 0,2 µSv/h - 100 mSv/h [20 µrem/h - 10 rem/h] RadEye B20-ER
Display resolution:	0,01 µSv/h
Measuring range (contamination):	0 - 10 kcps RadEye B20 0 - 500 kcps RadEye B20-ER
2 π efficiency (ref. to 50 mm diameter (without rubber sleeve):	Am-241: 28%; Co-60: 25%; Sr/Y-90: 36%; C-14: 19 %
Energy range (with gamma energy filters H*(10) or H*(0.07))	17 keV – 3 MeV according to IEC 60846-1
Weight and maximum dimensions:	300 g (0.7 lb); 13 cm x 7 cm x 6 cm (5.2" x 2.8" x 2.4")
Alarm indication	LED, sound, vibrator

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#### India

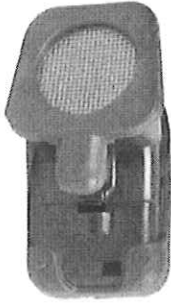
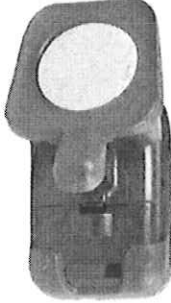


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<i>Application</i>	Contamination $\alpha\beta\gamma$	Contamination $\beta\gamma$	Dose Rate $H^*(10)$	Dose Rate $H'07$
<i>Autodetection Filter</i>	No Filter	Alpha Blocker 425068581	$H^*(10)$ Filter 425068582	$H'07$ Filter 425068583
<i>RadEye B20 / B20-ER</i>				
<i>Filter Code displayed at the LCD</i>	No Code	( $\alpha$ Blocker)	( $H^*(10)$ )	( $H'07$ )
<i>Related Units</i>	cps cpm Bq/cm <sup>2</sup> Bq dpm dps	cps cpm Bq/cm <sup>2</sup> Bq dpm dps	Sv/h rem/h	Sv/h rem/h

### Lutetium Test Adapter

High precision, low energy test adapter for performance verification: Order no: 425068571

- 9 g natural Lutetium-Oxide with 50 Bq/g (1.4 nCi/g)
- Lu-176: half life 37,000 million years. No error prone half life correction by the user
- Extremely uniform activity content and surface emission rate
- Identical surface emission rate for each check source



### Extension for RadEye Instruments

Extension with professional and durable design: Order no: 425067177

- High quality
- Durable material selection
- Reach up to 1.5 m / 5 ft.
- Four adjustable segments
- Handle with convenient grip
- Weight: 630 g
- Max. length: 1520 mm / ~ 5 ft.
- Min. length: 460 mm / ~ 18"

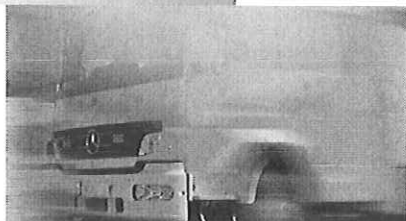
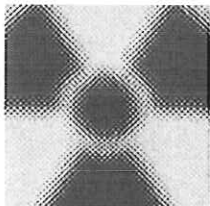
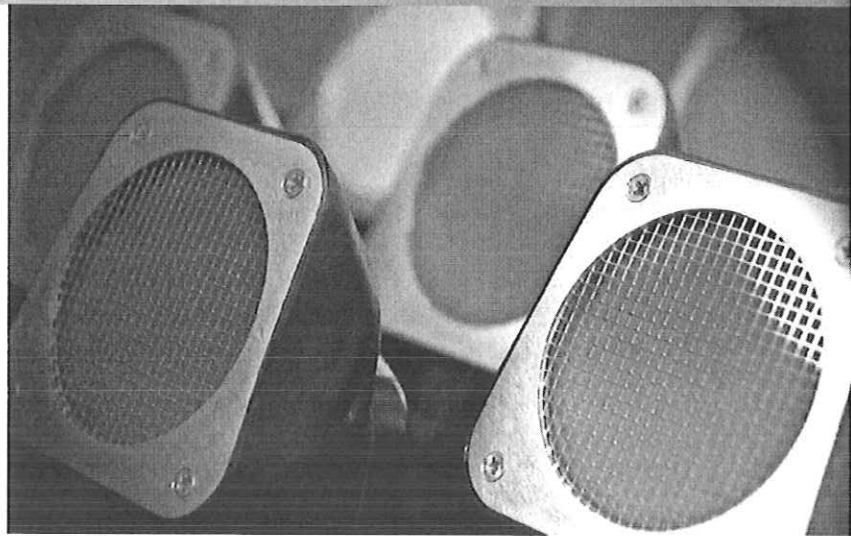


# Thermo Scientific RadEye B20 / B20-ER

## Multi-Purpose Survey Meter

Thermo Scientific RadEye instruments for contamination and dose rate measurements are the perfect solution for:

- First Responders
- Homeland Security
- Fire Service
- Emergency Response Personnel
- Hospitals
- Nuclear Industry
- Pharmaceutical Industry



The Thermo Scientific RadEye™ B20 / B20-ER models are the next generation line of improved quick survey and precision scaler measurement meters.

These modern and compact survey meters measure alpha, beta, gamma and X-ray surface contamination.

In addition these pocket-sized instruments can also be used for accurate doserate surveys, if used with optional energy compensated filters (17 keV – 3 MeV).

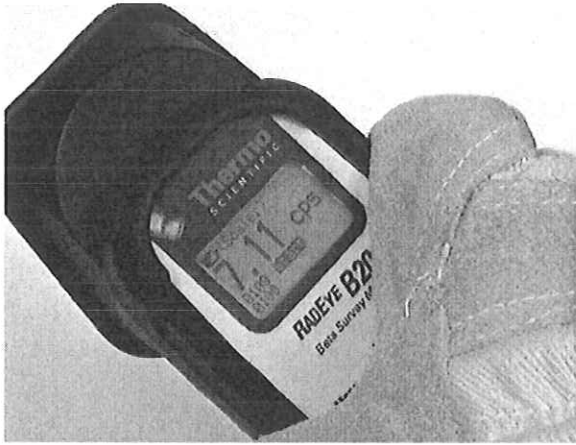
For emergency response applications, the alpha and beta contamination measurements can be discriminated using the optional alpha blocker filter.

The RadEye B20 will automatically switch to the proper measuring unit, if any auto detection filter is fitted to the face of the B20 detector.

This automatic function helps to avoid accidental misuse and to quickly change from one measurement to the next.

These instruments are part of the growing RadEye family of high-end stand-alone meters, which are designed to exceed the most demanding user experience.

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Can be operated with gloves

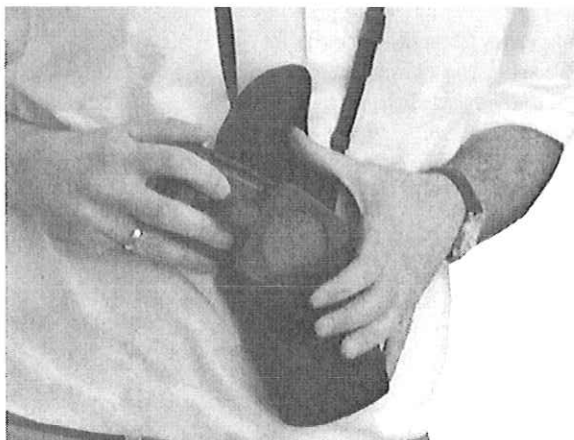


Holster for RadEye B20 versions. Order no: 425068519

### Features and benefits of RadEye B20 and RadEye B20-ER

- Light weight (300 g), excellent grip with and without gloves
- Rugged and compact design, thick rubber protective cover
- Low cost of ownership with > 500 h operation time with 2 AAA batteries – rechargeable NiMH-cells can be used
- Menu-driven user interface results in low training cost and immediate familiarity
- Huge internal data memory for both scaler results and continuous data recording
- Bright backlit LCD display – plain text messages - different languages can be selected
- Easy adaptation to different tasks by supervisor configuration, calibration, selection of measuring units
- Versatile operation modes:
  - Scaler / Timer with preset count and preset time for sample measurements
  - Continuous ratemeter mode for frisker operation
  - Dose rate mode
- Audible indication: single pulse or chirper mode proportional to count rate
- Earphone output for operation in loud environment
- IR PC Interface or Bluetooth as option
- Advanced Windows Software is available as option

Neckband with holster for RadEye B20 versions. Order no: 425068518



Safety locking at the neckband





# Thermo Scientific RIIDEye

Handheld Radiation Isotope Identifier

New Thermo Scientific Radiation Isotope Identifier for fast real time identification

#### Key Features and Benefits:

- Superior performance for ID of low activities
- Patented QCC algorithm enables faster and more accurate ID's
- Color coded peaks provide more source data during and after completion of ID
- Continuous gain stabilization with natural potassium enables accurate results in changing environment
- Two hand operation for more remote detector use while display and controls are still at hand
- Weight balanced at mid point of handle
- No integral Cs-137 source:
  - less false ID's
  - higher Cs-137 detection sensitivity and shielded Am-241 sensitivity
- Variety of scintillation detectors available
- Integrated non He-3 neutron scintillation detector (Ce doped Cs<sub>2</sub>LiYCl<sub>6</sub> (CLYC) crystal)
- High-resolution LaBr<sub>3</sub> detector option
- Easy spectrum reach-back in ANSI N42.42 format
- Ethernet and removable memory card
- Commercial AA batteries

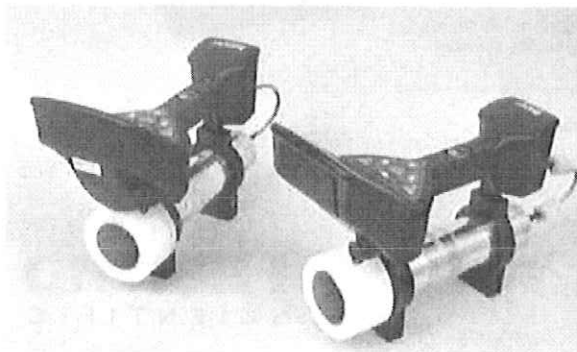


The Thermo Scientific™ RIIDEye™ series is an advanced and intuitive isotopic identifier. With patented QCC technology, it provides real time gamma source identification and improved quality of isotopic IDs.

The RIIDEye is ergonomically engineered for single-grip operation and weight balanced for comfortable usage, even in long-term use scenarios. The RIIDEye is an intuitive instrument to operate. With a large, illuminated color interface and simple, raised button design, it can easily be used by personnel with little experience in radiation measurement. The bright user interface is designed with an easy-to-follow, color-coded dashboard, providing the user with critical, real-time readings and analysis.

The RIIDEye offers identification "at a glance" with the use of color coded isotopic regions. Color-coded peaks quickly alert the user to the presence of either benign or threatening radioactive material. This is a valuable tool for any application where quick, preliminary threat determinations are critical to the mission.

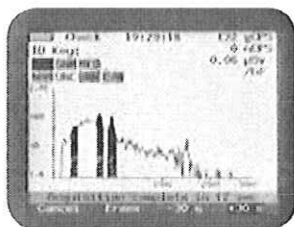
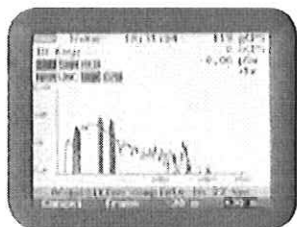
All spectra are stored on a removable compact - time and date stamped. Processing and transmitting files for further analysis is very easy.



RIIDEye GiN+

RIIDEye G

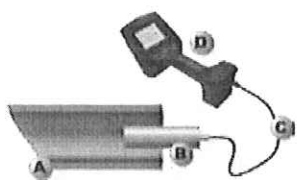
**Thermo**  
SCIENTIFIC



Color peak display enables more clear information for reachback and further conops steps

Thermo Scientific Test Adapters made of natural Lutetium oxide can be used for precise verification of the detector linearity and are ideally suited for training purpose:

- ConOps execution upon occurrence of unknown isotopes (photo peaks indicated in red) using a standard search library
- Identification using a secondary library containing Lu-176
- Tutorial demonstration of sum-peak occurrence as function of detector spacing and source shielding



2 hand measurement application

One or two hand operation is possible for the best ergonomics for each monitoring situation. The probe can be easily detached by the operation of a single clip:

- A) Cavity
- B) Detector
- C) Extended spare cable
- D) RIIDEye electronics



While taking a gamma spectrum the RIIDEye can be complemented with the gamma neutron pager RadEye GN for the highest detection performance for both fast and moderated neutrons.

### Technical specification of the Thermo Scientific RIIDEye

Detector	Standard 2" x 2" NaI Scintillator, 1.5" x 1.5" LaBr and 3" x 3" and larger NaI are available
Energy Range	20 keV to 3 MeV
Display	320 x 240 high brightness 32000-color 3.5 inch LCD
I/O	Ethernet and removable memory card
Battery Life	8 hours nominal with standard battery pack
Weight	1.4 kg (3 lbs) with 2" x 2" NaI detector
Dimensions (with 2" x 2" NaI)	32 cm x 25 cm x 15 cm (12.6 inch x 9.8 inch x 5.8 inch)
Temperature	-20 °C to 50 °C (-4 °F to 122 °F)
Controls	Well spaced 7-key pad for simple menu use with protective gloves
Alarms	Audio and visual on screen
Stabilization	Continuous with natural potassium requiring no periodic source replacement or licensing
Library	Standard ANSI, medical, industrial or user defined
Neutron Detector	Optional dual scintillator with imbedded Lithium (NaI detectors only) or Ce doped Cs2LiYCl6 (CLYC) crystal
Functions	Isotope identification, spectral analysis, dose rate meter, source locator

### RIIDEye versions

RIIDEYE-G	2" x 2" NaI(Tl)	#4250850
RIIDEYE-GN	2" x 2" NaI(Tl) with Neutron Detection channel	#4250851
RIIDEYE-G-HiRes	1.5" x 1.5" LaBr (Lanthanum Bromide)	#4250852
RIIDEYE-GIN+:	2" x 2" NaI(Tl) with Ce doped Cs2LiYCl6 (CLYC) crystal	#4250865

Each version comes with an accessory kit, comprising: 1 foam insulated hard carrying case, 1 extended spare cable for 2 hand operation, 1 backup battery holder, 1 memory card reader.

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STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Thermo Eberline LLC

Authorized Signature:  Date: June 10, 2013

State of Massachusetts

County of Norfolk, to-wit:

Taken, subscribed, and sworn to before me this 10 day of June, 2013.

My Commission expires June 29, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC


  
LAUREN J. DESOUZA  
Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Thermo Eberline LLC

\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature)

Raymond Lowe, Contract Administrator

\_\_\_\_\_  
(Representative Name, Title)

508-553-1582

508-520-2815

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

June 10, 2013

\_\_\_\_\_  
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: None  
(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Thermo Eberline LLC

\_\_\_\_\_ Company

 \_\_\_\_\_ Authorized Signature

June 10, 2013 \_\_\_\_\_ Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.