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#10

OCT 30 2008

MEMORANDUM **Fire**

DATE: OCTOBER 24, 2008

TO: MAYOR AND CITY COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
 RICH DLUGAS, ASST. CITY MANAGER

FROM: JEFF CLARK, FIRE CHIEF

SUBJECT: RESOLUTION NO. 4231, AUTHORIZING AND APPROVING AN
 INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TEMPE TO
 RECEIVE RADIATION DETECTION EQUIPMENT

RECOMMENDATION: Staff recommends approval of Resolution No. 4231, authorizing the City to enter into an Intergovernmental Agreement (IGA) with the City of Tempe to receive radiological equipment for Chandler Fire’s Rapid Response Team (“RRT”).

BACKGROUND: The cities of Phoenix, Glendale, Chandler, Mesa, and Tempe have collaborated to create a RRT program consisting of eight RRTs. The program was developed to assist each City in providing technical and hazardous materials response within the region, as well as statewide. A goal of this collaboration is to update and purchase radiation detection equipment. The equipment was purchased with the use of funds secured from the 2007 State Homeland Security Grant Program (SHSGP) and it was done with the understanding of the Department of Homeland Security and the City of Tempe that a portion of the equipment purchased would be provided to the cities of Mesa, Chandler, Phoenix, and Glendale for their respective fire departments to use as part of their Weapons of Mass Destruction (WMD) response program.

FINANCIAL IMPLICATIONS: None.

PROPOSED MOTION: Move to and adopt Resolution No. 4231, authorizing the City to enter into an IGA with the City of Tempe to receive radiological equipment for Chandler Fire’s RRT.

Attachments:
Resolution No. 4231
City of Tempe IGA

RESOLUTION NO. 4231

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF TEMPE TO RECEIVE RADIATION DETECTION EQUIPMENT.

WHEREAS, the City of Tempe wishes to enter into to an IGA with the City of Chandler for radiological equipment distribution for Chandler Fire’s Rapid Response Team; and

WHEREAS, the cities of Phoenix, Glendale, Chandler, Mesa, and Tempe have collaborated to create a Rapid Response Team (“RRT”) program consisting of eight RRTs. The program was developed to assist each City in providing technical and hazardous materials response within the region, as well as statewide. A goal of this collaboration is to update and purchase radiation detection equipment; and

WHEREAS, the equipment was purchased with the use of funds secured from the 2007 State Homeland Security Grant Program (SHSGP) and it was done with the understanding of the Department of Homeland Security and the City of Tempe that a portion of the equipment purchased would be provided to the cities of Mesa, Chandler, Phoenix, and Glendale for their respective fire departments to use as part of their Weapons of Mass Destruction (WMD) response program; and

WHEREAS, Chandler Fire was identified as one of eight joint agency RRTs in the Phoenix metropolitan area. Equipment purchased for the RRT is utilized for responding to large events, involving acts of terrorism or WMD. Once the equipment has been received, it shall be maintained by the City of Chandler.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona follows:

Section I THAT approval is granted for the Chandler Fire Department to receive radiation detection equipment from the City of Tempe.

Section II THAT the Fire Chief of the City of Chandler is hereby authorized on behalf of the City to execute the IGA with the City of Tempe.

PASSED AND ADOPTED by the Council of the City of Chandler, Arizona this ____ day of _____, 2008.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION:

I HEREBY CERTIFY that the above and foregoing Resolution No. 4231 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on ____ day of _____, 2008, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

WHEN RECORDED RETURN TO:

City of Tempe
31 E. Fifth Street
Tempe, AZ 85281
Attn: City Clerk

**RAPID RESPONSE TEAM
RADIOLOGICAL EQUIPMENT DISTRIBUTION AGREEMENT
BETWEEN
CITY OF TEMPE
AND
THE CITY OF CHANDLER**

This intergovernmental Rapid Response Team Radiological Equipment Distribution Agreement (“Agreement”) is made and entered into this ____ day of _____ 2008, (“Effective Date”), by and between the City of Chandler (“Chandler of “City of Chandler”), a municipal corporation duly organized under the laws of the State of Arizona, and the City of Tempe (“Tempe” or “City of Tempe”), a municipal corporation duly organized and existing under the laws of the State of Arizona. The entities are referred to jointly herein as “Parties” and individually as “Party”. This Agreement constitutes the entire understanding and agreement of the Parties.

RECITALS

A. Arizona Revised Statutes (ARS), § 11-951 through § 11-954, provide that public agencies may enter into intergovernmental agreements for the provisions of services or for joint and cooperative action.

B. Tempe is empowered by Tempe City Charter Section 1.03 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

C. Phoenix, Glendale, Chandler, Mesa, and Tempe have collaborated to create a Rapid Response Team (“RRT”) program consisting of eight RRTs. The program was developed to assist each City in providing technical and hazardous materials response within the region, as well as statewide. A goal of this collaboration is to update and purchase radiation detection equipment.

D. The City of Tempe purchased 270 RadEye PRD pocket-sized personal radiation detectors from Thermo Scientific for use by the Tempe Fire Department as a part of Tempe’s Weapons of Mass Destruction (“WMD”) response program and for distribution to the four other cities participating in the RRT Program. A copy of Purchase

Agreement #08-096 is attached hereto as *Exhibit A-1* and outlines all of the equipment purchased by Tempe, along with the costs associated with the purchase of this equipment.

E. The equipment was purchased with the use of funds secured from the 2007 State Homeland Security Grant Program (SHSGP) and it was done with the understanding of the Department of Homeland Security and the City of Tempe that a portion of the equipment purchased would be provided to the Cities of Mesa, Chandler, Phoenix and Glendale for their respective fire departments to use as a part of their WMD response program.

F. The parties desire to enter into this agreement with the understanding that this is the entire agreement and with the understanding that each party will be responsible for the equipment they receive pursuant to this agreement

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the covenants and promises set forth below, the City of Tempe and the City of Chandler hereby mutually agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to set forth the rights and responsibilities of the parties with respect to the distribution by the City of Tempe, through the Tempe Fire Department, of certain equipment obtained by the City of Tempe pursuant to a sole source contract to Thermo Fisher Scientific for RadEye personal radiation dosimeter, radiation detection and identification instruments, accessories and warranties to four other municipal fire departments: the Cities of Mesa, Chandler, Phoenix and Glendale Fire Departments.

2. **Equipment.**

A. Responsibility for and Use of Equipment. Attached hereto is a list of all the equipment that was purchased by Tempe (see Exhibit A-1). The equipment listed in Exhibit A will be transferred to the care, custody and control of the Fire Department of the City of Chandler for the exclusive use of that City's fire department. The City of Tempe maintains no control over said equipment and once the equipment has been transferred to the City of Chandler, any responsibility for said equipment will be solely that of the City of Chandler. The City of Chandler agrees to be responsible for the maintenance and upkeep, including being responsible for the costs associated with any repairs or replacement, of the equipment and will deal directly with the manufacturer of said equipment in relation to any repairs, maintenance, replacements, and/or calibrations of said equipment subject to any of the terms set forth herein. The City of Chandler acknowledges and agrees that the City of Tempe will not be

responsible for any maintenance or replacement of, repairs to or calibrating any of the equipment nor will the City of Chandler seek reimbursement for any related costs from the City of Tempe.

The use of the equipment set forth herein shall be in accordance with the terms and conditions set forth in the agreement entered into by the City of Tempe with the Department of Homeland Security, a copy of which is attached hereto as Exhibit B. The City of Chandler agrees to comply with all of the conditions set forth in that agreement.

B. Equipment Inspection. The City of Chandler agrees to make the equipment set forth herein available for equipment monitoring and auditing by state and/or federal authorized representatives of the State and/or Federal Departments of Homeland Security. The parties agree and understand that the City of Tempe will not retake possession of the equipment for any said monitoring and auditing nor will the City of Tempe or any of its employees, agents, departments or any other representative of the City of Tempe be responsible for, or held liable for, conducting any monitoring, auditing or any inspections of any kind of the equipment transferred to the City of Chandler.

C. Disposition of Equipment. Should the City of Chandler determine that it no longer needs said equipment or wants to discontinue use of said equipment, the City of Chandler shall follow the mandates set forth in Exhibit B and request in writing disposition instruction from the Arizona Department of Homeland Security before actual disposition of the property. Any theft, destruction or loss of the equipment shall also be reported directly to the Arizona Department of Homeland Security pursuant to the terms of *Exhibit B*.

D. Notice to Tempe. The City of Chandler recognizes that the City of Tempe Fire Department is keeping a master list of the equipment distributed to all cities solely for tracking purposes. The City of Chandler agrees to notify the City of Tempe Fire Department of any theft, destruction or loss of the equipment set forth herein.

3. **Payment.** There shall be no payment for the equipment received by the City of Chandler under the terms of this agreement. Rather, the City of Tempe has been reimbursed for the cost of the equipment by a grant secured from the Department of Homeland Security.

4. **Transactional Conflict of Interest.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Tempe or the City of Chandler pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

5. **Indemnification.**

A. Indemnification. The City of Chandler shall indemnify, defend, save and hold harmless Tempe, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the use of, the equipment transferred hereunder. This would include any claims related to the failure of the equipment to perform properly.

B. Severability. This section shall survive termination, cancellation, or revocation whether whole or in part, of this Agreement for a period of one (1) year from the date of such termination, cancellation or revocation unless a timely claim is filed under A.R.S. § 12-821.01, in which case this paragraph shall remain in effect for each claim and/or lawsuit filed thereafter, but in no event shall this paragraph survive more than five (5) years from the date of termination, cancellation or revocation of this Agreement.

6. Warranties and/or Guarantees

The parties understand that the City of Tempe has not, will not, and is not required to, perform any independent testing of the equipment provided to the City of Chandler under the terms of this Agreement and the City of Tempe in no way provides any warranties or guarantees as to the equipment provided herein. Any warranties or guarantees that may attach to said equipment are limited to those warranties or guarantees provided by the manufacturer of the equipment and which are set forth in the purchase agreement between the City of Tempe and the manufacturer, which is attached hereto as *Exhibit A*.

7. Interpretation of Agreement.

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

B. Amendment. This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by both parties.

C. Construction and Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the recitals contained herein.

D. Waiver. No waiver, whether written or tacit, of any remedy or provision of this Agreement shall be deemed to constitute a waiver of any other

provision hereof or a permanent waiver of the provision concerned, unless otherwise stated in writing by the party to be bound thereby.

E. Relationship of the Parties. Neither party shall be deemed to be an employee or agent of the other party to this Agreement.

F. Days. Days shall mean calendar days.

G. Severability. In the event that any provisions of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

8. **Authority.** Tempe and Chandler each represent, warrant and covenant to the other that they have the right to enter into and make this Agreement

9. **Notices.** Any notice, consent or other communication or modification (“Notice”) required or permitted under this Agreement shall be in writing and shall be given by registered or certified mail or in person to the following individuals. The date of receipt of such notices shall be the date the notice shall be deemed to have been given.

For the City of Chandler: Chandler City Fire Department
Battalion Chief Norm Germaine
PO Box 4008
Chandler, Arizona 85244-4008

For the City of Tempe: Tempe City Fire Department
Special Operations Battalion Chief
P.O. Box 5002
Tempe, Arizona 85280-5002

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement on the dates indicated below.

CITY OF CHANDLER a
municipal corporation

CITY OF TEMPE, a
municipal corporation

By: _____

By: _____

Name: _____

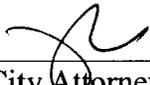
Name: _____

Its: _____

Its: _____

APPROVAL OF ATTORNEY

In accordance with the requirements of A.R.S. §11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF CHANDLER and (ii) as to the City of Chandler only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.



City Attorney

Date

APPROVAL OF CITY ATTORNEY

In accordance with the requirements of A.R.S. §11-952(D), the undersigned attorney acknowledges that (i) he has reviewed the above Agreement on behalf of the CITY OF TEMPE and (ii) as to the City of Tempe only, has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

City Attorney

Date

Exhibit A

Brief description and Utilization:

Tempe will purchase, for the Phoenix, Glendale, Chandler, Mesa, and Tempe Fire Departments, 30 personal radiation dosimeters and two radiation detection instruments for use on the Rapid Response Teams.

Chandler Fire Department Equipment Listing

30 Thermo Electron Radeyes

One Thermo Electron Identifinder

One Thermo Electron FBH-40 and Scintillator

Purchase Agreement #08-096

This Agreement is attached to the Sole Source Contract Award Notice and made a part thereof and is entered into by the City of Tempe (the "City") and Thermo Fisher Scientific ("Contractor").

The parties agree as follows:

1. Products:

Contractor shall provide the following equipment to the City as identified below and incorporated by reference:

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
1.	273	4250671	RadEye PRD, Pocket-sized personal radiation detector	\$1,480.00	\$404,040.00
2.	273	425067046	Holster for RadEye PRD, N, NL, G and G-10 versions. Sized to insert instrument with rubber shock protection	\$25.00	\$6,825.00
3.	9	4254004	FH 40 G-L Radiometer, calibration factor and display units selectable via PC-program "cal40G".	\$1,966.00	\$17,694.00
4.	9	4254061	FHZ 672E NBR-Detector for sensitive detection of artificial sources in fluctuating natural radiation fields, aluminum housing, with handle and holder for FH 40G as described in Technical Specification ZT-004	\$5,613.00	\$50,517.00
5.	9	425400045	Spiral cable 0.3m, stretches to 1.2m	\$241.00	\$2,169.00
6.	8	INT-GNid	Interceptor with CZT finder detectors, high resolution CZT identification detectors, with 3He neutron detector	\$10,995.00	\$87,960.00
Equipment Sub Total					\$569,205.00
7.	273	RadeyePRD-DS3	3 Year Enhanced Depot Service Warranty for Radeye PRD (does NOT include Calibration)	\$374.00	\$102,102.00
8.	9	FH40GL-DS2	3 Year Enhanced Depot Service Warranty (includes Calibration) for FH40GL	\$1,212.00	\$10,908.00
9.	9	FHZ672E-DS2	3 Year Enhanced Depot Service Warranty (includes Calibration) for FHZ 672E	\$1,718.00	\$15,462.00
10.	8	INT-GN-DS2	3 Year Enhanced Depot Service Warranty (includes Calibration) for Interceptor GN models	\$3,124.00	\$24,992.00
Warranty Sub Total					\$153,464.00
Thermo Fisher Scientific does not collect tax, to be paid direct by customer.					31,875.48
Tax					
TOTAL.					\$754,544.48

Additional products may be procured in accordance with attached pricing document (Exhibit A-1).

2. Price: Total value of the agreement shall not exceed \$833,000. A detailed listing of contracted items and pricing is attached to this Agreement in Exhibit A.

3. Term of Agreement: The term of this Agreement shall commence on March 10, 2008 and shall expire December 31, 2008.

4. **Agreement Termination:** At any time prior to the delivery of the product, this Agreement may be terminated without default by either party by providing a written thirty (30)-day notice of termination to the other party. This provision is not applicable after performance by either party.
5. **Default Provisions:** The City reserves the right to immediately cancel the whole or any part of this agreement due to failure of the Contractor to carry out any obligation, term, or condition of the agreement. The City will issue a written notice of default effective at once and not be deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:
 - A. The Contractor provides material that does not meet the specifications of the agreement;
 - B. The Contractor fails to adequately perform the services set forth in the specifications of the agreement;
 - C. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the agreement;
 - D. The Contractor fails to make progress in the performance of the agreement and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the agreement.

The City may resort to any single or combination of the following remedies:

- A. Cancel this agreement;
 - B. Reserve all rights or claims to damage for breach of any covenants of the agreement;
 - C. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the agreement. If the results of any test or analysis find a material non-compliance with the specifications, the Contractor hereby expressly agrees that the actual expense of testing will be borne by the Contractor;
 - D. In case of default, the City reserves the right to purchase materials and/or services from another source, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the Contractor by:
 - i) Deduction from an unpaid balance;
 - ii) Collection against the bid and/or performance bond, or;
 - iii) Any combination of the above or any other remedies as provided by law.
6. **Applicable Law:** This Agreement shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this resultant Agreement or in statutes or ordinances pertaining specifically to the City. This Agreement shall be governed by State of Arizona law and suits pertaining to this Agreement may only be brought in courts located in Maricopa County, Arizona.
 7. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Agreement of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection.
 8. **Warranty Statement:** Contractor must provide a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
 9. **Infringement of Patent or Copyright:** The Contractor agrees to save, keep, hold harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, intellectual property or trademark of any person, persons, or entity in consequences of use by the City, or by any of its officers, or agents or employees of Contractor supplied materials and of which the Contractor is not a patentee or signee or lawfully entitled to sell or use or provide the same.

Contractor (Seller) agrees to fully indemnify and hold harmless the City (buyer) from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's (buyer's) purchase and use of goods, including software, supplied by Contractor (seller).

It is expressly agreed by seller that these covenants are irrevocable and perpetual.

10. **Insurance:** Prior to commencing services under this Agreement, Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any Agreement is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products and completed operations and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. **Other Insurance:** (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-ensured retentions as respects the City, its officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies or self insurance certifications are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverage:**
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the Contractors, employees, agents, subcontractors, or sub-subcontractors activities.

- b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
 - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

- 1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurer acceptable to the City which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this bid solicitation. City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of Contractor's obligations under this Agreement.
- 2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
- 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the Agreement term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, City may at its sole option terminate this Agreement effective on the date of such lapse of insurance.
- 5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.
- 6. Maintain such coverage continuously throughout the term of this Agreement and without lapse for a period of two years beyond the Agreement expiration, should any of the required insurance be provided under claims-made form, to the extent that should occurrences during the Agreement term give rise to the claim made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor and sub-subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the Contractor.

Safety

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations set forth therein.

11. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Contractor's literature, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance (down time and up time) shall be calculated as may be provided in the procurement documents.
12. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the successful Contractor within thirty (30) days after receipt and acceptance of delivery by the City. Unless terms other than net thirty (30) days are offered as a discount.
13. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officers, officials, employees and volunteers from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Agreement. The Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials, employees and volunteers shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting there from, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Agreement by the Contractor, or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
14. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, Contractor or Subcontractor is to honor this requirement at all times and failure to honor this requirement will result in agreement cancellation. This requirement also applies to persons who maintain a concealed weapons permit. In addition to agreement cancellation anyone carrying a firearm or explosive device will be subject to police and legal action.
15. **Whole Agreement:** This Agreement (including Exhibits A and B) represents the parties' whole Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.
16. **Construction:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

17. **Nondiscrimination:** The parties agree to comply with all applicable state and federal laws, rules, regulation and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
19. **Conflict of Interest:** This Agreement is subject to Section 38-511, Arizona Revised Statutes. This agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is an employee, consultant, or agent of any other party to this Agreement.
20. **Arbitration:** Notice is provided of Sections 12-1518 and 12-133. Arizona Revised Statutes.
21. **Dispute Resolution:** If a dispute arises under this Agreement, the parties agree to exhaust all applicable administrative remedies provided for under Arizona Law.
22. **Contractor's Records:** To the extent required by Section 35-214, Arizona Revised Statutes, Contractor agrees to retain all records relating to this Agreement. Contractor agrees to make those records available at all reasonable times for inspection and audit by the Auditor of the City of Tempe during the term of this Agreement and for a period of five (5) years after the completion of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this the ____ day of ____, 2008.

CITY OF TEMPE

By _____
Mayor

ATTEST:

City Clerk

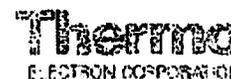
APPROVED AS TO FORM:

City Attorney

 2/20/08
Name
Contract Administrator
Title
Thermo Eborline LLC
Name of Company

**Purchase Agreement #08-096
EXHIBIT A-1**

2007 RMP Domestic US Price List



Item #

Price List: RadEye

RadEye, New Generation of Advanced Pocket-Size Radiation Meters

RadEye Series, dim. 97 x 60 x 30 mm (approx. 4 x 2.5 x 1"), 160 g (0.5 lb) incl. 2 AAA-cells, 600 h operation time; earphone output, DC-Input for use with rechargeable batteries, extra rubber shock protection (weighs 30 g) included

1	Part Number: 4250674 Description: RadEye G. Pocket-sized wide range survey meter: energy compensated GM-tube, 45 keV - 1.3 MeV; measuring range 5 μ R/h - 10 R/h; high sensitivity: 17 cps per mR/h, 2 dose and dose rate alarm levels; black label	1-9 \$720.00	10-49 \$850.00	50-99 \$810.00	100-299 \$875.00
2	Part Number: 425067401 Description: RadEye G. Pocket-sized wide range survey meter: energy compensated GM-tube, 45 keV - 1.3 MeV; measuring range 5 μ R/h - 10 R/h; high sensitivity: 17 cps per mR/h, 2 dose and dose rate alarm levels; yellow label	1-9 \$720.00	10 to 49 \$850.00	50-99 \$810.00	100-299 \$875.00
3	Part Number: 4250676 Description: RadEye G-10. Pocket-sized wide range survey meter: energy compensated GM-tube according H*(10); 45 keV - 1.3 MeV; measuring range 0.05 μ Sv/h - 100 mSv/h; high sensitivity: 1.7 cps per μ Sv/h; 2 dose and dose rate alarm levels; red label	1-9 \$780.00	10-49 \$700.00	50-99 \$685.00	100-299 \$625.00
4	Part Number: 425067602 Description: RadEye G-10. Pocket-sized wide range survey meter: energy compensated GM-tube according H*(10); 45 keV - 1.3 MeV; measuring range 0.05 μ Sv/h - 100 mSv/h; high sensitivity: 1.7 cps per μ Sv/h; 2 dose and dose rate alarm levels; white label	1-9 \$780.00	10-49 \$700.00	50-99 \$665.00	100-299 \$625.00
6	Part Number: 4250671 Description: RadEye PRD. Pocket-sized personal radiation detector: NaI(Tl)-det. with PMT, gamma detection from 30 keV; energy compensated dose rate calculation (60 keV - 1.3 MeV); measuring range 1 μ R/h - 25 mR/h; 1.5 cps per μ R/h (Cs-137); 20 cps per μ R/h for Am-241	1-29 \$1,550.00	30-99 \$1,515.00	100-299 \$1,480.00	300+ \$1,405.00
6	Part Number: 425067120 Description: RadEye PRD. Pocket-sized personal radiation detector: NaI(Tl)-det. with PMT, gamma detection from 30 keV; H*(10) energy comp. dose rate calc. (60 keV - 1.3 MeV); meas. range 0.01 μ Sv/h - 250 μ Sv/h; 150 cps per μ Sv/h (Cs-137); 2000 cps per μ Sv/h (Am-241)	1-29 \$1,550.00	30-99 \$1,515.00	100-299 \$1,480.00	300+ \$1,405.00
7	Part Number: 4250677 Description: RadEye N. Neutron pocket meter with excellent gamma rejection. He-3 tube with 10 bar, must not be taken on board of an airplane	1-29 \$1,750.00	30-99 \$1,655.00	100-299 \$1,600.00	300+ \$1,575.00
8	Part Number: 42506711 Description: RadEye NL. Neutron pocket meter with excellent gamma rejection. He-3 tube with 2.5 bar, can be taken on board of an airplane	1-29 \$1,550.00	30-99 \$1,600.00	100-299 \$1,565.00	300+ \$1,485.00

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Accessories for all RadEye versions

9	Part Number: 4250680 Description: RadEye Area Monitor (RadEye sold separately); Enclosure w/ transparent door; Car Adaptor; AC/DC Adaptor w/ 2 m cable & Bulgin connector; Red Light on enclosure top; RS 232 Interface 9 pin D-SUB connector (w/led light); Bulgin connector for ext. Alarm unit	Price \$880.00
10	Part Number: 425068010 Description: Additional External Alarm Unit consisting of: 6 m cable with Bulgin connector fitting to connector as 4250680; Small box with latching relay and acknowledge button; 5 m cable between box and horn+strobe; Red strobe - horn with wall mount holder	Price \$580.00
11	Part Number: 425067048 Description: Holder for RadEye units. Sized to insert instrument with rubber shock protection.	Price \$25.70
12	Part Number: 425067060 Description: Desktop holder for RadEye (data cable not included)	Price \$36.00
13	Part Number: 4254029 Description: Data cable RS 232 for FH 40 G and RadEye desktop holder	Price \$204.00
14	Part Number: 425067059 Description: Flat mounting kit, including plates for screw- and adhesive mounting; fits to docking station 425067065 or desktop holder 425067060	Price \$28.00
15	Part Number: 425067051 Description: Goose neck screw-mounting kit, fits to docking station 425067065 or desktop holder 425067060	Price \$37.00
16	Part Number: 425067062 Description: Pivot arm screw-mounting kit, fits to docking station 425067065 or desktop holder 425067060	Price \$40.00
17	Part Number: 425067063 Description: Knuckle joint screw-mounting kit, fits to docking station 425067065 or desktop holder 425067060	Price \$30.00
18	Part Number: 425067064 Description: Goose neck mounting kit with suction cup for instantaneous attachment to the windshield, fits to docking station 425067065 or desktop holder 425067060	Price \$44.90
19	Part Number: 425067065 Description: Docking station ("car adaptor") with charging circuitry (8-30 V DC, cigarette lighter plug), alarm relay and RS 232 interface 2 ea. AAA NiMH rechargeable batteries included	Price \$300.00

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20	Part Number: 425057068 Description: AC/DC converter for AC supply of docking station 425067065 (100 - 240 V AC; 24 V DC, 600 mA), US, UK, EU connector	Price \$55.00
21	Part Number: SM166535251 Description: RS 232 to USB adapter for data cable 4254026, docking station 425067065 and area monitor 425067080	Price \$37.20
22	Part Number: 4254026 Description: Data cable USB for FH 40 G or RadEye desktop holder 425057059	Price \$204.00
23	Part Number: SM166535226 Description: RS 232 Adapter cable, 9 pin, 6 m, fits to docking station 425067065 and area monitor 425057080	Price \$16.00
24	Part Number: 425007044 Description: Safety-Lanyard for RadEye	Price \$15.60
25	Part Number: 425069951 Description: User Software "RadEye.Exe"	Price \$205.00
26	Part Number: 425069952 Description: Calibration Software "Cal-RadEye.Exe"	Price \$247.00
27	Part Number: 425067037 Description: Earphone for RadEye series	Price \$29.80

**Purchase Agreement #08-096
EXHIBIT A-1**

**2008 Price List for the USA
Interceptor**



All prices quoted herein are subject to change without prior notice.

Line	Part Number	Description	Quantity	Price
1.		Interceptor - Personal Radiation Detector with isotope identifier capabilities		
2.		All interceptors are delivered with CZT finder detectors, 1 GB memory, voice recorder, a docking clip, a USB cable, a power supply, a battery clip, a manual & software CD, in a Pelican case		
3.	INT-Gld	Interceptor with CZT finder detectors and high resolution CZT identification detectors		\$10,116.00
4.	INT-Gld-B	Interceptor with CZT finder detectors, high resolution CZT identification detectors, with Bluetooth		\$10,544.00
5.	INT-Gld-C	Interceptor with CZT finder detectors, high resolution CZT identification detectors, with camera		\$10,434.00
6.	INT-Gld-BC	Interceptor with CZT finder detectors, high resolution CZT identification detectors, with camera and Bluetooth		\$10,853.00
7.		Interceptor - Personal Radiation Detector with isotope identifier capabilities, with neutron detection capability		
8.	INT-GNld	Interceptor with CZT finder detectors, high resolution CZT identification detectors, with 3He neutron detector		\$10,996.00
9.	INT-GNld-B	Interceptor with CZT finder detectors, high resolution CZT identification detectors, 3He neutron detector, with Bluetooth		\$11,424.00
10.	INT-GNld-C	Interceptor with CZT finder detectors, high resolution CZT identification detectors, 3He neutron detector, with camera		\$11,314.00
11.	INT-GNld-BC	Interceptor with CZT finder detectors, high resolution CZT identification detectors, 3He neutron detector, with camera and Bluetooth		\$11,743.00
12.		Interceptor - Personal Radiation Detector with isotope identifier capabilities, with neutron detection capability, special version with low pressure neutron detector meeting IATA requirements		
13.	INT-GNld-L	Interceptor with CZT finder detectors, high resolution CZT identification detectors, low pressure 3He neutron detector		\$10,996.00
14.	INT-GNld-B-L	Interceptor with CZT finder detectors, high resolution CZT identification detectors, low pressure 3He neutron detector, with Bluetooth		\$11,424.00
15.	INT-GNld-C-L	Interceptor with CZT finder detectors, high resolution CZT identification detectors, low pressure 3He neutron detector, with camera		\$11,314.00
16.	INT-GNld-BC-L	Interceptor with CZT finder detectors, high resolution CZT identification detectors, low pressure 3He neutron detector, with camera and Bluetooth		\$11,743.00
17.		PC Spectrum Analysis Software for use with the Interceptor		
18.	INT-OFT-WIN	Standard MCA program. For external PC/laptop		\$809.00
19.		ViewPoint Plug-ins		
20.	SYS1/70853/121	Interceptor plug-in for ViewPoint, price per unit		\$635.00
21.	SYS1/70853/120	Interceptor plug-in for ViewPoint, price per 10 unit bundle		\$3,180.00
22.	SYS1/70853/122	Reschback Viewer plug-in for ViewPoint, price per unit		\$8,000.00

Monday, February 04, 2008

Spectroscopy

Purchase Agreement #08-096

EXHIBIT A-1

2008 Price List for the USA

FH 40 G



Prices are subject to change without notice. Please refer to our website for more details.

Line	Part Number	Description	Quantity	Price
1.		FH 40 G Radiometers		
2.	4254002	FH 40 G Radiometer, calibration factor and display units selectable via PC-program "cal40G". Selectable units: Sv/h, R/h, Gy/h. Calibrated in R/h. Measuring range: 10 µR/h-99 R/h, 36keV-1.3MeV (Not for sale in UK)		\$2,590.00
3.	425400201	FH 40 G Radiometer, calibration factor and display units selectable via PC-program "cal40G". Selectable units: Sv/h, R/h, Gy/h. Calibrated in Sv/h. Measuring range: 0.1 µSv/h-0.99Sv/h, 36keV-1.3MeV (Not for sale in UK).		\$2,600.00
4.	425400250	FH 40 G Radiometer, calibration factor and display units selectable via PC-program "cal40G". Sv/h, R/h, Gy/h. Calibrated in R/h. Measuring range: 10 µR/h-99 R/h, 36keV-1.3MeV, extra earphone connector (Not for sale in UK)		\$2,657.00
5.	425400251	FH 40 G Radiometer, calibration factor and display units selectable via PC-program "cal40G". Sv/h, R/h, Gy/h. Calibrated in Sv/h. Measuring range: 0.1 µSv/h-0.99Sv/h, 36keV-1.3MeV, extra earphone connector (Not for sale in UK)		\$2,667.00
6.	4254004	FH 40 G-L Radiometer, calibration factor and display units selectable via PC-program "cal40G". Selectable units: Sv/h, R/h, Gy/h. Measuring range: up to 10 R/h, Energy range: 36keV-1.3MeV (Not for sale in UK).		\$1,958.00
7.	425400401	FH 40 G-L Radiometer, calibration factor and display units selectable via PC-program "cal40G". Selectable units: Sv/h, R/h, Gy/h. Calibrated in Sv/h. Measuring range: up to 0.1 Sv/h, Energy range: 36keV-1.3MeV (Not for sale in UK).		\$1,966.00
8.	425400450	FH 40 G-L Radiometer, calibration factor and display units selectable via PC-program "cal40G". Selectable units: Sv/h, R/h, Gy/h. Calibrated in R/h. Measuring range: up to 10 R/h, Energy range: 36keV-1.3MeV, extra earphone connector (Not for sale in UK).		\$2,043.00
9.	425400451	FH 40 G-L Radiometer, calibration factor and display units selectable via PC-program "cal40G". Selectable units: Sv/h, R/h, Gy/h. Calibrated in R/h. Measuring range: up to 0.1 Sv/h, Energy range: 36keV-1.3MeV, extra earphone connector (Not for sale in UK).		\$2,043.00
10.	4254006	FH 40 G-10 Radiometer energy compensated for ambient dose equivalent H*(10) according to ICRP60/ICRU39, Energy range: 30keV-4.4MeV. Measuring range: up to 1 Sv/h. Export version with selectable calibration factor.		\$2,696.00
11.	425400650	FH 40 G-10 Radiometer energy compensated for ambient dose equivalent H*(10) according to ICRP60/ICRU39, 30keV-4.4MeV, up to 1 Sv/h. Export version with selectable calibration factor, extra earphone connector		\$2,687.00
12.	4254008	FH 40 GL-10 Radiometer energy compensated for ambient dose equivalent H*(10) according to ICRP60/ICRU39, Energy range: 30keV-4.4MeV, Meas.range: up to 100 mSv/h. Export version with selectable calibration factor.		\$1,966.00
13.	425400602	FH 40 GL-10 Radiometer energy compensated for ambient dose equivalent H*(10) according to ICRP60/ICRU39, Energy range: 30keV-4.4MeV, Meas.range: up to 100 mSv/h. Export version with selectable calibration factor. No nanosievert units.		\$1,396.00
14.	425400850	FH 40 GL-10 Radiometer energy compensated for ambient dose equivalent H*(10) according to ICRP60/ICRU39, 30keV-4.4MeV, up to 100 mSv/h. Export version with selectable calibration factor, extra earphone connector		\$2,043.00

Wednesday, December 12, 2007

Portables

**Purchase Agreement #08-096
EXHIBIT A-1**

**2008 Price List for the USA
FH 40 G**



All prices quoted in this list are subject to change without prior notice.

Line	Part Number	Description	Quantity	Price
15.	425400862	FH 40 GL-10 Radiameter energy compensated for ambient dose equivalent H*(10) according to ICRP60/ICRU38, 30keV-4.4MeV, up to 100 mSv/h. Export version with selectable calibration factor, extra earphone connector. No nuisance alert units.		\$2,043.00
16.	4254009	FH 40 GL-omega Radiameter special version FH 40 G-L, with connection of earphone or external alarm relays.		\$2,208.00
17.	4254016	FH 40 GL-10-omega Radiameter special version FH 40 GL-10, with connection of earphone or external alarm relays.		\$2,208.00
18.	4254014	FH 40 G-X Display unit (no internal counter tube) all FH 40 G external detectors can be connected to this device. R/h display when used with calibrated probes.		\$1,050.00
19.	425401401	FH 40 G-X Display unit (no internal counter tube) all FH 40 G external detectors can be connected to this device. Sv/h display when used with calibrated probes.		\$1,050.00
20.	425401450	FH 40 G-X Display unit (no internal counter tube) all FH 40 G external detectors can be connected to this device, extra connector for earphone. R/h display when used with calibrated probes.		\$1,050.00
21.		Options for the FH 40 G Series		
22.	4254025	Earphone for 425400250, 4254003450, 425400850 and 425401450 (uses additional special connector)		\$108.00
23.	425400910	Earphone for 4254009 and 4254010 (uses external probe connector)		\$98.00
24.	42540010003	Protection foil for keys and acoustic unit (minimum order 5 units), price per unit		\$10.00
25.	SM148142235	Plastic bag (transparent, for attachment to a belt (price per unit, minimum order 5 units)		\$5.00
26.	SM146142236	Carrying Bag for FH 40 G made of hard wearing, black nylon material		\$32.00
27.	4254021	Plastic case, large (without content) for taking up FH 40 G, test source with holding device, radio transmitter, cable, plastic bag, floppy disks, 3 external probes (FHZ 512, FHZ 532, FHZ 732)		\$145.00
28.	425408110	Case for System FHT 40 NBR (without content) for taking up FH 40 G, NBR-detector FHZ 672 E, wall mounting holders, DC- and relays module		\$325.00
28.	425403310	Case for System FHT 40 SZ (without content) for taking up FH 40 G, 2"x2"-NaI(Tl)-detector FHZ 502 P or FHZ 502 E with holder, check source FH 36 D		\$317.00
30.	425405120	Case for FH 40 TG teleprobe (without content) Aluminium case, approx. 90 cm x 18 cm x 18 cm		\$519.00
31.	425404101	Wall mounting holder for all FH 40 G versions		\$70.00
32.	KT164800030	Lithium battery 1.5 V, AA-cell, per unit for extended battery life (app. 600 h), 2 pcs. are required, recommended especially for low temperatures;		\$10.00
33.		PC Communications Software and Cables		
34.	A425409001	PC-Program „FH 40 G“ Windows-program for parameter configuration and data transmission.		\$220.00
35.	A425409903	PC-calibration program (Export only for version 42540002, /04, /05, /08 and external probes). Including calibration report generation. For version 42540002 and /04 also the physical units might be changed.		\$272.00
36.	4254029	PC adapter cable (IR) for FH 40 G with 9pin SUS-D connector		\$216.00

Wednesday, December 12, 2007

Portables

**Purchase Agreement #08-096
EXHIBIT A-1**

**2008 Price List for the USA
FH 40 G**



All prices quoted herefor are subject to change without notice.

Line	Part Number	Description	Quantity	Price
37.	4254026	Data cable USB for FH 40 G or RadEye desktop holder 425087060		\$216.00
38.	SM182535251	RS232 to USB adapter for data cable 4254026		\$41.00
39.		Telescopic Adapters		
40.	4254056	Telescopic adapter for FHZ 512 / 532 1.6 ... 2.7 m, incl. cable and holder, made of aluminium, 2 segments		\$751.00
41	4254070	Telescopic adapter for FHZ 502 P 1.5 ... 2.7 m, incl. cable and holder, made of aluminium, 2 segments		\$769.00
42.	425405101	Telescope for Radiometer FH 40 G (without detector) for taking up FHZ 512, FHZ 512 A, FHZ 512, FHZ 512-10, FHZ 532 L, FHZ 532 L-10, FHT 752 SH up to 4 m extension, 4 segments glass fibre reinforced		\$1,014.00
43.	425405130	Adapter for FHZ 732 or FHZ 732 GM to telescope 425405101		\$267.29
44.		Holding Devices/Handles for External Probes		
45	4254071	Holding device for one-handed operation of FHZ 502 P		\$358.00
46.	425403210	FH 40 D Cavity monitoring adapter incl. radioactive source Ba-133, 200 kBq fits to FHZ 512 A		\$1,655.00
47.	425402810	Holder for 1-hand operation of FHZ 512 and FHZ 512 A		\$316.00
48.	425402710	Holder for 1-hand operation of FHZ 512 BGO		\$316.00
49.	FH40GL-D63	3 Year Extended Depot Service Warranty for the FH 40 GL		\$671.00
50.		ViewPoint Plug-ins		
51.	SYS/170853/051	FH40G plug-in for ViewPoint, price per unit		\$635.00
52	SYS/170853/050	FH40G plug-in for ViewPoint, price per 10 unit bundle		\$3,605.00

Purchase Agreement #08-096

EXHIBIT A-1

2008 Price List for the USA

FH 40 G Probes



All prices quoted here are in U.S. dollars with U.S. units unless otherwise noted.

Line	Part Number	Description	Quantity	Price
1.		Nal(Tl) Detectors		
2.		Scintillation Probes		
3.	4254027	FHZ 512 DGO Scintillation probe, crystal 1.5"x1.5" fits in telescope ref. No. 425405101, ideal for detection of high energy gamma radiation		\$3,526.00
4.	4254028	FHZ 512 A Scintillation probe Nal crystal 1.5" x 1.5" fits in telescope ref. no. 425405101		\$2,087.00
5.	4254032	FHZ 512 Scintillation probe Nal crystal 3" x 1" fits in telescope 425405101		\$2,085.00
6.	4254033	FHZ 502 P Scintillation probe 2" x 2" Nal(Tl)-detector particularly for use in the field, water and shock resistant, as per technical specification ZT-003		\$3,610.00
7.	4254045	FHZ 502 E Scintillation probe Nal (Tl) 2" x 2" crystal detector, laboratory version with aluminum housing, holder for FH 40 G and handle		\$3,150.00
8.	4254033	FHZ 503 E Scintillation probe 3" x 3" Nal(Tl)-detector, with aluminum housing, holder for FH 40 G and handle		\$4,308.00
9.	425405116	Protective cap for FHZ 512/512 A (Recommended by use with telescope 425405101. Prevents fall out of the probe.		\$64.00
10.		NBR Detectors for Fast Discrimination of Natural and Artificial Radiation		
11.	4254081	FHZ 672 E NBR-Detector for sensitive detection of artificial sources in fluctuating natural radiation fields, aluminum housing, with handle and holder for FH 40 G, as described in Technical Specification ZT-004		\$6,613.00
12.	4254084	FHZ 672-2 NBR-Detector 2 liter detection volume, incl. plastic housing for wall mounting		\$6,254.00
13.	4254088	FHZ 672 E-10 NBR-Detector for sensitive detection of artificial sources in fluctuating natural radiation fields, blue aluminum housing, with handle and holder for FH 40 G, Energy range accord. To H ¹⁰ , starting at 48 keV as described in Technical Specification ZT-004		\$6,994.00
14.	425408560	FHZ 672 E-10 NBR-Detector for sensitive detection of artificial sources in fluctuating natural radiation fields, black aluminum housing, with handle and holder for FH 40 G, Energy range accord. To H ¹⁰ , starting at 48 keV as described in Technical Specification ZT-004		\$6,994.00
15.		Gamma Dose Rate Detectors		
16.	4254041	FHZ 302 Medium Dose Rate Under Water Probe energy range : μ Swh ... 1 Sw/h, incl. 20 m special cable		\$2,081.00
17.	4254044	FHZ 312 External dose rate probe high range, underwater probe, range 100 μ Swh ... 100 Sw/h incl. 20 m special cable		\$2,227.00
18.	425405114	Protective cap for FHZ 512/512-10, Recommended by use with telescope 425405101. Prevents fall out of the probe.		\$64.00
19.	425405115	Protective cap for FHZ 632/632-10, Recommended by use with telescope 425405101. Prevents fall out of the probe.		\$64.00
20.	4254052	FHZ 512 External dose rate probe, 2 GM's with automatic range switching dose rate 10 μ R/h to 1000 R/h, energy range #2 keV - 1.3 MeV fits in telescope 425405101		\$1,475.00
21.	4254056	FHZ 632 L External dose rate probe dose rate up to 10 R/h, energy range 35 keV ... 1.3 MeV fits in telescope 425405101		\$1,280.00

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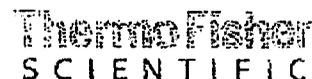
Portables

Purchase Agreement #08-096

EXHIBIT A-1

2008 Price List for the USA

FH 40 G Probes



All prices quoted are in U.S. dollars and are subject to change without notice.

Line	Part Number	Description	Quantity	Price
22.	4254057	FHZ 632 L-10 External dose rate probe, dose rate up to 100 mSv/h, energy range 30 keV ... 4.1 MeV, ambient dose equivalent ADE fits in telescope 425405101		\$1,260.00
23.	4254068	FHZ 612-B External dose rate probe, dose rate up to 1000 R/h, similar to FHZ 612, low range detector sensitive for beta and X-rays		\$1,618.00
24.	4254059	FHZ 612-10 External dose rate probe, dose rate 0.1 µSv/h to 10 Sv/h, energy range 60 keV – 1.3 MeV, 2 GM's with automatic range switching fits to telescope		\$1,478.00
25.	SM140254050	Shock and scratch protection for FHZ 632 L. Protective cap made of black plastic, length 13 cm		\$13.00
26.		Surface Contamination Detectors		
27.	4254034	FHZ 732 Alpha-beta-contamination probe. Permanently filled end window proportional counter tube, 16 cm ² incl. a bag made of sturdy nylon		\$1,656.00
28.	4254036	FHZ 732 GM Alpha-beta-contamination probe. GM-counter tube, 15 cm ² incl. a bag made of sturdy nylon		\$909.00
29.	4254035	FHZ 742 Alpha/ beta contamination scintillation probe, 125 cm ²		\$2,927.00
30.	4254068	FHZ 742 RB Beta/gamma-probe Probe for measurement of beta/gamma-surface- contamination together with the FH 40 G, 236cm ² .		\$3,831.00
31.	4254099	FHZ 742 RB-50 Beta/Gamma-probe for measuring beta/gamma surface contamination with the FH 40 G, 50 cm ² . Cylindrical plastic-scintillator with photomultiplier. Without protective cap: Beta/gamma-measurement, with protective cap: Only gamma-measurement.		\$3,931.00
32.	4254110	FHZ 742 BP17B-F Beta/Gamma-probe incl. foot adapter. Probe for extensive measurement of beta/gamma-surface-contamination, 600 cm ² . Version incl. cables and extension pipe, for comfortable ground measurement. Weight about 3 kg.		\$6,874.00
33.	4254112	FHZ 742 BP17B-H Beta/Gamma-probe for one hand operation. Probe for extensive measurement of beta/gamma-surface-contamination, 600 cm ² . Version incl. Cable. Weight about 2.5 kg.		\$5,467.00
34.	4254130	FHZ 382 Alpha/ beta contamination scintillation probe, 100 cm ² , additional LED indication of detected alpha radiation at the probe		\$2,066.00
35.		Neutron Detectors		
36.	4229420	FHT 752 Neutron dose rate probe, 1 rSv/h ... 0.4 Sv/h, acc. to ICRP 60, incl. holder for FH 40 G for one-handed operation, weight approx. 11 kg - Continental Europe only - Note: Contains BF3 tube		\$6,205.00
37.	4264048	FHT 752S Neutron detector for search and localization of neutron sources, only approximately 600 g, fits to telescope - Continental Europe only - Note: Contains BF3 tube		\$3,633.00
38.	4254049	FHT 752 SH Neutron detector for search and localization of neutron sources, only approximately 600 g, fits to telescope - 10 bar He-3 tube - special IATA regulations and cost apply to air transportation		\$3,799.00
39.	425405117	Protective cap for FHT 752 S/SH. Recommended for use with telescopic pole.		\$84.00
40.	4254085	FHT 762 Wide Energy Neutron Detection Instrument: WENDI-2 with 2 bar He-3 counter tube, MHV-comparator, FHT 642 P preamplifier mounted to WENDI-2, HV-cable 40 cm		\$9,943.00
41.		Telescoping Adapters to Extend Your Reach		

Wednesday, December 17, 2007

Portables

Purchase Agreement #08-096

EXHIBIT A-1

2008 Price List for the USA

FH 40 G Probes



Prices are listed in dollars (\$) and are subject to change without prior notice.

Line	Part Number	Description	Quantity	Price
42.	4254051	FH 40 TG Teleprobe, 1 µR/h - 1,000 R/h, autorange, energy range 82 keV ... 1.3 MeV, watertight, extendible up to 4 m, individually calibrated including dose rate detector FHZ 512		\$3,099.00
43	425405310	FH 40 TG-10 Teleprobe, 0.01 µSv/h - 10 Sv/h, autorange, energy range 80 keV ... 1.3 MeV, watertight, extendible up to 4 m, individually calibrated including dose rate detector FHZ 512-10		\$3,099.00
44.		Environmental Set for rapid measurement of water, food, filters and soil samples		
45.	4254077	FH 40 LAB-1 Additional case to the Radiometer FH 40 G for alpha-beta sample measurements inclusive contamination probe FHZ 732 GM, sample changer FHT 770 G, 1.25 m probe cable, non-returnable gloves, spatula and different probe dishes		\$1,990.00
46.	425407730	FH 40 LAB-0 Additional case to the Radiometer FH 40 G for alpha-beta sample measurements inclusive sample changer FHT 770 G, non-returnable gloves, spatula and different probe dishes Without contamination probe FHZ 732 GM and probe cable		\$751.00
47.		Ionisation Chambers		
48.	4253540	FHT 192 high sensitivity, medium pressure ionisation chamber with integrated wide range preamplifier. Ambient equivalent dose H*(10) energy response 30 keV - 7 MeV, 100 nSv/h to 1 Sv/h. For area monitoring.		\$4,598.00
49.	425354050	FHT 192 high sensitivity, medium pressure ionisation chamber with integrated wide range preamplifier. Ambient equivalent dose H*(10) energy response 30 keV - 7 MeV, 100 nSv/h to 1 Sv/h. Built into carrying case with external connector.		\$5,218.00
50.	4253610	FHT 190 high sensitivity, medium pressure ionisation chamber for connection to remote preamplifier. Ambient equivalent dose H*(10) energy response 30 keV - 7 MeV, 100 nSv/h to 1 Sv/h (with FHT 642 I2 preamplifier), for area monitoring		\$2,927.00
51.	4253541	FHT 190 P open air ionisation chamber (Roentgen response) for connection to external preamplifier, from 20 keV, 100 µR/h to 500 R/h (with FHT 642 I2 preamplifier), for area monitoring		\$1,597.00
52.	425408311	Special connecting cable between FHT 190 / 190 P and preamplifiers FHT 642 I / 642 I2		\$624.00
53.	424942305	Wall bracket for the ionisation chambers FHT 192, FHT 190 and FHT 190 P		\$178.00
54.		Preamplifiers for Use with Different Probe Types		
55.	4254682	FHT 642 I2 Wide range preamplifier for ionisation chamber, for FHT 6020 and FH 40 G, Measurement range: 21A - 155 nA		\$1,470.00
56.	4254003	FHT 642 I Preamplifier for ionisation chamber for FHT 6020 and FH 40 G, Measurement range: 101A - 5 nA		\$1,050.00
57.	4254064	FHT 642 S Preamplifier for scintillation counter for FHT 6020 and FH 40 G		\$1,228.00
58.	4254043	FHT 642 P Preamplifier for proportional counter, for FHT 6020 and FH 40 G		\$1,012.00
59.		Cables and Adapters		
60.	425400040	Cable 1.25 m		\$205.00
61.	425400041	Cable 5 m		\$313.00
62.	425400042	Cable 20 m		\$285.00

Wednesday, December 12, 2007

Portables

**Purchase Agreement #08-096
EXHIBIT A-1**

**2008 Price List for the USA
FH 40 G Probes**



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Line	Part Number	Description	Quantity	Price
63.	425400345	Spiral cable 0.3 m, stretches to 1.2 m		\$241.00
64.	4254040	Adaptor for FH 40 F probe cable and interface circuit for connection of FH 40 F probes to the FH 40 G. Cable length: 1.25 m		\$393.00
65.	425400680	Cable 1.25 m, lockable probe connector		\$230.00
66.	425400681	Cable 6 m, lockable probe connector		\$237.00
67.	425400682	Cable 20 m, lockable probe connector		\$311.00
68.	425400685	Spiral cable 0.3 ... 1.2 m, lockable probe connector		\$266.00
69.		Extended Service Plans		
70.	FHZ732GM-DS3	3 Year Extended Depot Service Warranty for FHZ 732		\$383.00
71.	FHZ072E-DS3	3 Year Extended Depot Service Warranty for FHZ 072		\$1,223.00
72.	FHZ072E-10-DS3	3 Year Extended Depot Service Warranty for FHZ 072E-10		\$1,394.00
73.	FHZ042-DS3	3 Year Extended Depot Service Warranty for FHZ 042		\$099.00
74.	FHZ013-DS3	3 Year Extended Depot Service Warranty for FHZ 013		\$454.00
75.	FHZ002-DS3	3 Year Extended Depot Service Warranty for FHZ 002		\$011.00
76.	FHZ300AB-DS3	3 Year Extended Depot Service Warranty for FHZ 300AB		\$400.00
77.	TELEPROBE-DS3	3 Year Extended Depot Service Warranty for Teleprobe		\$755.00
78.	FHZ032-DS3	3 Year Extended Depot Service Warranty for FHZ 032		\$411.00
79.	FHZ012A-DS3	3 Year Extended Depot Service Warranty for FHZ 012A		\$527.00

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Portables

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EXHIBIT A-1**

**2008 Price List for the USA
TPM-903**



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Line	Part Number	Description	Quantity	Price
1.		Transportable Portal Monitor for Emergency Response		
2.	TPM903B	Transportable Portal Monitor for emergency response. Detects FEMA required 1 µCi in a "walk thru" mode using two 72" x 3" x 1.5" lead-shielded scintillation detectors and a two channel programmable controller. Lightweight construction, easily set up by a single person. Operates on 8 "D" cells or 110 V A.C. Includes adjustable IR motion sensor. NOTE: Can be expanded into a low cost vehicle monitor using the TPM903VBK.		\$12,388.00
3.		Options		
4.	TPM903VBK	Vehicle monitoring kit for the TPM-903B		\$656.00
5.		Accessories		
6.	DS7134	Rugged Transport Case		\$1,174.00
7.	TPM-SOFTCASE	Rolling Soft Case		\$393.00
8.		ViewPoint Plug-ins		
9.	SYS1770853/062	TPM903 plug-in for ViewPoint, price per unit		\$1,050.00

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Contamination

Purchase Agreement #08-096

EXHIBIT A-1

**2008 Price List for the USA
RadEye**

*FOR
COMPARISON*

**ThermoFisher
SCIENTIFIC**

All prices quoted herein are subject to change without prior notice.

Line	Part Number	Description	Quantity	Price
1.		RadEye Pocket-sized Personal Radiation Detectors for Many Different Applications		
2.	4250671	RadEye PRD, Pocket-sized personal radiation detector; NaI(Tl)-det. with PMT, gamma detection from 30 keV; energy compensated dose rate calculation (80 keV - 1.3 MeV); measuring range 1 µR/h - 25 mR/h; 1.3 cps per µR/h (Cs-137); 30 cps per µR/h for Am-241	1-9	\$1,562.00
3.			10-40	\$1,512.00
4.			50-99	\$1,579.00
5.			100-299	\$1,496.00
6.	425067102	RadEye PRD-ER, Pocket-sized personal radiation detector with extended measuring range; NaI(Tl)-det. with PMT, gamma detection from 30 keV; deep dose equivalent rate calculation (60 keV - 1.3 MeV); measuring range 1µRem/h - 10 Rem/h; linearity +/- 20% for	1-9	\$1,982.00
7.			10-40	\$1,883.00
8.			50-99	\$1,784.00
9.			100-299	\$1,685.00
10.	425067120	RadEye PRD, Pocket-sized personal radiation detector; NaI(Tl)-det. with PMT, gamma detection from 30 keV; H*(10) energy comp. dose rate calc. (60 keV - 1.3 MeV); meas. range 0.01 µSv/h - 250 µSv/h; 100 cps per µSv/h (Cs-137); 2000 cps per µSv/h (Am-241)	1 to 9	\$1,562.00
11.			10 to 40	\$1,512.00
12.			50 to 99	\$1,579.00
13.			100 to 299	\$1,496.00
14.	425067122	RadEye PRD-ER, Pocket-sized personal radiation detector with extended measuring range; NaI(Tl)-det. with PMT, gamma detection from 30 keV; H*(10) energy comp. dose rate calc. (60 keV - 1.3 MeV); meas. range 0.01 µSv/h - 100 mSv/h; linearity +/- 20 % for	1-9	\$1,982.00
15.			10-49	\$1,883.00
15.			50-99	\$1,784.00
17.			100-299	\$1,685.00
18.	4250074	RadEye G, Pocket-sized wide range survey meter; energy compensated GM-tube, 45 keV - 1.3 MeV; measuring range 5 µR/h - 10 R/h; high sensitivity; 17 cps per mR/h, 2 dose and dose rate alarm levels; black label	1-9	\$767.00
19.			10-40	\$691.00
20.			50-99	\$652.00
21.			100-299	\$614.00
22.	425067401	RadEye G, Pocket-sized wide range survey meter; energy compensated GM-tube, 45 keV - 1.3 MeV; measuring range 5 µR/h - 10 R/h; high sensitivity; 17 cps per mR/h, 2 dose and dose rate alarm levels; yellow label	1 to 9	\$767.00
23.			10 to 40	\$691.00
24.			50 to 99	\$652.00
25.			100 to 299	\$614.00

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Portables

**Purchase Agreement #08-096
EXHIBIT A-1**

**2008 Price List for the USA
RadEye**



All prices quoted herein are subject to change without prior notice.

Line	Part Number	Description	Quantity	Price
26.	4250076	RadEye G-10, Pocket-sized wide range survey meter; energy compensated GM-tube according H*(10); 45 keV - 1.3 MeV; measuring range 0.05 µSv/h - 100 mSv/h; high sensitivity: 1.7 cps per µSv/h; 2 dose and dose rate alarm levels; red label	1-9	\$831.00
27.			10-49	\$748.00
28.			50-99	\$705.00
29.			100-299	\$665.00
30.	426057602	RadEye G-10, Pocket-sized wide range survey meter; energy compensated GM-tube according H*(10); 45 keV - 1.3 MeV; measuring range 0.05 µSv/h - 100 mSv/h; high sensitivity: 1.7 cps per µSv/h; 2 dose and dose rate alarm levels; white label	1 to 9	\$831.00
31.			10 to 49	\$748.00
32.			50 to 99	\$705.00
33.			100 to 299	\$665.00
34.	4250577	RadEye N, Neutron pocket meter with excellent gamma rejection, He-3 tube with 10 ber, must not be taken on board of an airplane	1-9	\$1,865.00
35.			10-49	\$1,809.00
36.			50-99	\$1,772.00
37.			100-299	\$1,675.00
38.	4250578	RadEye NL, Neutron pocket meter with excellent gamma rejection, He-3 tube with 2.5 ber, can be taken on board of an airplane	1-9	\$1,738.00
39.			10-49	\$1,706.00
40.			50-99	\$1,570.00
41.			100-299	\$1,582.00
42.	4250683	RadEye AB100, 100 cm ² alpha/beta discriminating scintillation detector, including hard shell transport case	1-9	\$2,451.00
43.			10-49	\$2,325.00
44.			50-99	\$2,265.00
45.			100-299	\$2,083.00
46.	4250683	RadEye B20, Alpha, Beta, Gamma Surveymeter, measuring range up to 10 kcps, Beta and Gamma dose rate up to 2 mSv/h; 200 mRpm/h; linearity +/- 10 %, including hard shell transport case	1-9	\$959.00
47.			10-49	\$811.00
48.			50-99	\$853.00
49.			100-299	\$815.00
50.	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 Rpm/h, linearity +/- 10 %, including hard shell transport case	1-9	\$1,172.00
51.			10-49	\$1,114.00
52.			50-99	\$1,056.00
53.			100-299	\$989.00

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Portables

**Purchase Agreement #08-096
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**2008 Price List for the USA
RadEye**

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All prices quoted herein are subject to change without prior notice

Line	Part Number	Description	Quantity	Price
54.	4250686	RadEye G20 gamma survey meter with energy compensation according to exposure rate (R/h), measuring range up to 200 mR/h, including hard shell transport case	1-9	\$991.00
55.			10-49	\$941.00
56.			50-99	\$892.00
57.			100-299	\$842.00
58.	4250587	RadEye G20-10, Gamma Survey Meter, from 17 keV, measuring range up to 2 mSv/h; 200 mRem/h, including hard shell transport case	1-9	\$991.00
59.			10-49	\$941.00
60.			50-99	\$892.00
61.			100-299	\$842.00
62.	425068610	RadEye G20-ER gamma survey meter with energy compensation according to exposure rate (R/h), extended measuring range up to 10 R/h, including hard shell transport case	1-9	\$1,204.00
63.			10-49	\$1,144.00
64.			50-99	\$1,084.00
65.			100-299	\$1,024.00
66.	425058710	RadEye G20-ER10, Gamma Survey Meter, from 17 keV, extended measuring range up to 100 mSv/h; 10 Rem/h, including hard shell transport case	1-9	\$1,204.00
67.			10-49	\$1,144.00
68.			50-99	\$1,084.00
69.			100-299	\$1,024.00
70.	4250590	RadEye Area Monitor; (RadEye sold separately); Enclosure w/ transparent door; Car Adapter; AC/DC Adapter w/ 2 m cable & Bulgin connector; Red Light on enclosure top; RS 232 interface & pin D-SUB connector (watertight); Bulgin connector for ext. Alarm unit		\$1,044.00
71.	425068010	Additional External Alarm Unit consisting of: 5 m cable with Bulgin connector fitting to connector at 4250590; Small box with latching relay and acknowledge button; 5 m cable between box and horn+strobe; Red strobe + horn with wall mount holder		\$929.00
72.	425057037	Earphone for RadEye series		\$20.00
73.	425067044	Safety lanyard and transparent plastic bag for RadEye PRD, N, NL, G and G-10 versions		\$14.00
74.	425067048	Holster for RadEye PRD, N, NL, G and G-10 versions. Sized to insert instrument with rubber shock protection.		\$27.00
75.	SM149142235	Holster for up to 2 RadEye B-20 energy films		\$17.00
76.	425068510	Holster for RadEye G-20 and B-20 versions. Sized to insert instrument with rubber shock protection.		\$19.00
77.	425067059	Flat mounting kit, including plates for screw- and adhesive mounting; fits to docking station 425067065 or desktop holder 425067080		\$30.00
78.	425067060	Desktop holder for RadEye (data cable not included)		\$37.00
79.	425067081	Goose neck screw-mounting kit, fits to docking station 425067059 or desktop holder 425067080		\$39.00

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Portables

**Purchase Agreement #08-096
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2008 Price List for the USA

RadEye

All prices quoted herein are subject to change without prior notice.

Line	Part Number	Description	Quantity	Price
80.	425067062	Pivot arm screw-mounting kit, fits to docking station 425067065 or desktop holder 425067060		\$43.00
81.	425067063	Knuckle joint screw-mounting kit, fits to docking station 425067065 or desktop holder 425067060		\$32.00
82.	425067064	Gooseneck mounting kit with suction cup for instantaneous attachment to the windshield, fits to docking station 425067065 or desktop holder 425067060		\$48.00
83.	425067065	Docking station ("car adaptor") with charging circuitry (8-30 V DC, cigarette lighter plug), alarm relay and RS 232 interface. 2 aa. AAA NiMH rechargeable batteries included		\$326.00
84.	425067066	AC/DC converter for AC-supply of docking station 425067065 (100 - 240 V AC; 15 V DC, 800 mA), U.S., UK, EU connector		\$59.00
85.	425067060	Inductive charger (11.5 - 15 V DC) with coiled cable and cigarette lighter plug; requires external battery compartment kit 425067034		\$205.00
86.	425067034	Battery compartment lid with charging circuitry		\$86.00
87.	425067071	Test-Adapter RadEye PRD, 36 g Lu2O3, incl. HV-software		\$416.00
88.	425067072	Test-Adapter RadEye G, G-10, 400 kBq Ba-133		\$1,092.00
89.	425068671	Test-Adapter RadEye B20, 9 g Lu2O3		\$213.00
90.	4254848	Test-Adapter RadEye G20 and portable NBR-Detectors, 50 g Lu2O3		\$352.00
91.	425067073	Short handle		\$16.00
92.	425067076	Aluminium extension, length 1.2 m		\$59.00
93.	425067077	Telescopic extension up to 4 m		\$117.00
94.	425067078	RadEye Adapter with connector to the handle or extension		\$209.00
95.	425068581	Alpha Rejection filter for RadEye B20		\$144.00
96.	425068582	Gamma Filter for RadEye B20, H ¹¹⁰ (deep dose equivalent) compensation		\$166.00
97.	425068583	Gamma Filter for RadEye B20, H ¹⁰⁷ (shallow dose equivalent) compensation		\$161.00
98.	42506901001	Sample changer for RadEye B20		\$100.00
99.	425069011	First Responder laboratory kit for RadEye B20 and B20-ER, including sample changer 42506901001, various dishes, gloves, spatula and filters		\$522.00
100.	4254025	Data cable USB for FH 40 G or RadEye desktop holder 425067080		\$216.00
101.	4254029	Data cable RS 232 for FH 40 G and RadEye desktop holder		\$216.00
102.	SM168535225	RS 232 Adapter cable, 9 pin, 5 m, fits to docking station 425067065 and area monitor 425067080		\$23.00
103.	SM168535251	RS 232 to USB adapter for data cable 4254025, docking station 425067065 and area monitor 425067080		\$44.00
104.	425069951	User Software "RadEye.Exe"		\$156.00
105.	425069952	Calibration Software "Cal-RadEye.Exe"		\$200.00
106.		Extended Depot Service Warranties		
107.	RADEYEPRD-DS3	3 Year Extended Depot Service Warranty for the RadEye-PRD		\$393.00

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Portables

**Purchase Agreement #08-096
EXHIBIT A-1**

**2008 Price List for the USA
RadEye**



All prices listed herein are subject to change without price notice.

Line	Part Number	Description	Quantity	Price
108.	RADEYEN-DS3	3 Year Extended Depot Service Warranty for the RadEye-N		\$341.00
108.	RADEYEG-DS3	3 Year Extended Depot Service Warranty for the RadEye-G		\$192.00
110.		ViewPoint Plug-ins		
111.	SYS/1/70853/048	RadEye plug-in for ViewPoint, price per unit		\$635.00
112.	SYS/1/70853/048	RadEye plug-in for ViewPoint, price per 10 unit bundle		\$3,339.00

Exhibit B

SUBGRANTEE AGREEMENT

07-AZDOHS-HSGP-333207-03

**Between The
Arizona Department of Homeland Security
And The
Tempe Fire Department**

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the Tempe Fire Department (sub-recipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the sub-recipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on July 1, 2007 and shall terminate on July 31, 2009.

III. DESCRIPTION OF SERVICES

The sub-recipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled Enhance Central Region Rapid Response Team Radiological Detection and funded at **\$783,780** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to **\$783,780** to the sub-recipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the sub-recipient shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the sub-recipient. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the sub-recipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the sub-recipient shall

be for only the amount of dollars actually spent by the sub-recipient. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption by the AZDOHS, the State, or Federal government, the sub-recipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT

The sub-recipient agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-recipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the sub-recipient expends more than \$500,000 from federal awards. If the sub-recipient has expended more than \$500,000 in federal dollars, a copy of the sub-recipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The sub-recipient must comply with the Office of Management and Budget (OMB) Circulars and other federal guidance including but not limited to:

- a) FFY 2006 Homeland Security Grants Program Guidance issued by the U.S. Department of Homeland Security at <http://www.dhs.gov>
- b) OMB Circular A-87, Cost Principles for State, Local & Indian Tribal Governments, at <http://www.whitehouse.gov/omb/circulars/index.html>
- c) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>
- d) OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at <http://www.whitehouse.gov/omb/circulars/index.html>
- e) U.S. Department of Homeland Security Financial Guidance Manual available at <http://www.dhs.gov>
- f) U.S. Department of Homeland Security Authorized Equipment List (AEL) available at <https://www.rkb.mipt.org/ael.cfm>
- g) 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20 Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the national Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66

Included within the above mentioned guidance documents are provisions for the following:

Individual Consultants

Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

Personnel and Travel Costs

Personnel and Travel costs must be consistent with the sub-recipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time can the sub-recipient's policies exceed the state rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.az.us>

Non-Supplanting Agreement

The sub-recipient shall not use funds to supplant state or local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging for the grant position.

Property Control

Effective control and accountability must be maintained for all property. The sub-recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The sub-recipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-recipient. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- b) Property Control Record Form: At the time when the final request for reimbursement is submitted, the sub-recipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The sub-recipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Use and Disposition: Equipment shall be used by the sub-recipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the sub-recipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

Allowable Costs

The allow ability of costs incurred under this agreement shall be determined in accordance with the general principles of allow ability and standards for selected cost items as set forth in the applicable OMB Circulars and guidance documents referenced above.

VIII. DEBARMENT CERTIFICATION

The sub-recipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

IX. FUNDS MANAGEMENT

The sub-recipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The sub-recipient must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.

The sub-recipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the sub-recipient shall include:

a) Programmatic Reports

1. The sub-recipient shall provide quarterly program activity reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided except for the final report which shall be submitted within forty-five (45) days. The sub-recipient shall use the form provided by the AZDOHS to submit quarterly program activity reports. The report shall contain such information as deemed necessary by the AZDOHS. The Quarterly Program Report Format will be sent to the sub-recipient in the official award packet.

a. Quarterly reports are due:

- i. **January 15, 2008** (period September 1, 2007 – December 31, 2007), **April 15, 2008** (period January 1, 2008 – March 31, 2008), **July 15, 2008** (April 1, 2008 – June 30, 2008), **October 15, 2008** (period July 1, 2008 – September 30, 2008), January 15, 2009 (period October 1, 2008 – December 31, 2008), **April 15, 2009** (period January 1, 2009 – March 31, 2009), and **September 14, 2009** (period April 1, 2009 – July 31, 2009 and to be the final report)
- ii. The final programmatic report as submitted shall be marked FINAL

b) Financial Reimbursement and Financial Quarterly Reports

1. The sub-recipient shall provide as frequently as monthly but no less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Cover Sheet template provided. The sub-recipient shall submit a final reimbursement for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

2. The sub-recipient shall provide a Quarterly Finance Report to be submitted along with the Programmatic Quarterly Report. This Quarterly Finance Report shall be submitted in quarters even when there has been \$0 expenditure. Quarterly Finance Reports are due along with the Quarterly Programmatic Report to the Arizona Department of Homeland Security (AZDOHS) within fifteen (15) working days of the last month or quarter in which services are provided. The sub-recipient shall use the Quarterly Finance Report template provided by the AZDOHS to submit quarterly financial expenditure updates.

a. Quarterly Financial Reports are due:

- i. **January 15, 2008** (period September 1, 2007 – December 31, 2007), **April 15, 2008** (period January 1, 2008 – March 31, 2008), **July 15, 2008** (April 1, 2008 – June 30, 2008), **October 15, 2008** (period July 1, 2008 – September 30, 2008), January 15, 2009 (period October 1, 2008 – December 31, 2008), **April 15, 2009** (period January 1, 2009 – March 31, 2009), and **September 14, 2009** (period April 1, 2009 – July 31, 2009 and to be the final reimbursement request).
- ii. The final programmatic report as submitted shall be marked FINAL

The Reimbursement Cover Sheet and Quarterly Financial Report templates will be provided in the grantee award packet. .

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The sub-recipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the sub-recipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the sub-recipient's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The sub-recipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. SUBCONTRACTORS

The sub-recipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy, OMB Circulars, DHS Financial Management Guide, and the DHS Program Guide.

The sub-recipient agrees and understand that no subcontract that the sub-recipient enters into with respect to performance under this Agreement shall in any way relieve the sub-recipient of any responsibilities for performance if its duties. The sub-recipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the sub-recipient by any subcontractor or vendor which in the opinion of the sub-recipient may result in litigation related in any way to the Agreement with the AZDOHS.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the sub-recipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the sub-recipient give a written assurance of intent to perform. Failure by the sub-recipient to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the sub-recipient, immediately cancels this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The sub-recipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to sub-recipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the

AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the sub-recipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The sub-recipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Section X Reporting Requirements of this Agreement; provided, however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The sub-recipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The sub-recipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The sub-recipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The sub-recipient shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The sub-recipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The sub-recipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the sub-recipient describing programs or projects funded in whole or in part with federal funds shall contain the following statement:

"This project was supported by Federal Grant CFDA 97.067, awarded by the Arizona Department of Homeland Security. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and the Arizona Department of Homeland Security."

The sub-recipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-recipient.

The AZDOHS and the sub-recipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the sub-recipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the sub-recipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the sub-recipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIV. CONFIDENTIALITY OF RECORDS

The sub-recipient shall establish and maintain procedures and controls that are acceptable to the AZDOHS for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. The sub-recipient also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the sub-recipient as needed for performance of duties under this Agreement, unless otherwise agreed to in writing. The sub-recipient also agrees to notify AZDOHS before releasing confidential information and in the event information is released by law or court order.

XXXV. CONFIDENTIALITY OF SUBGRANTEE 'S INFORMATION

The sub-recipient acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the sub-recipient consent, and sub-recipient consents to a total and complete waiver of confidentiality. In waiving confidentiality, sub-recipient understand and consents to disclosure of any information submitted to the AZDOHS that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the sub-recipient or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

XXXVI. TERMINATION

- a) The AZDOHS reserves the right to terminate the Agreement in whole or in part due to the failure of the sub-recipient to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The AZDOHS staff shall provide written notice of the termination and the reasons for it to the sub-recipient.
- b) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The sub-recipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the sub-recipient.

XXXVII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The sub-recipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVIII. PARAGRAPH HEADINGS

The paragraph headings in this AGREEMENT are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this AGREEMENT or any of its provisions.

XXXIX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XL. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of sub-recipient represents and warrants that he or she is duly authorized to execute this Agreement

XLI. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall

be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The sub-recipient shall address all program notices relative to this Agreement to:
Susan Dzbanko at 602-542-1777
Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, Arizona 85007

The sub-recipient shall submit reimbursement requests relative to this Agreement to:
Arizona Department of Homeland Security
Attention: Finance & Administration
1700 West Washington, Suite 210
Phoenix, Arizona 85007

AZDOHS shall address all notices relative to this Agreement to:
Battalion Chief Tom Abbott
Tempe Fire Department
P.O. Box 5002
Tempe, AZ 85280-5002

XLII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE
Tempe Fire Department



(Authorized Signature and Title)

1/8/08

(Date)

FOR AND BEHALF OF THE
Arizona Department of Homeland Security



Leesa Berens Morrison
Director

4/18/08

(Date)