

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

TO: GOLDEN ENGINEERING, INC
6364 MEANS ROAD BOX 185
CENTERVILLE, INDIANA 47330

DATE ISSUED:

05/31/2016

CURRENT REFERENCE NO:

16-147-SS

CONTRACT TITLE:

X-RAY SOURCE KITS FOR
NCR BOMB SQUAD

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 16-147-SS including any attachments or amendments thereto.

EFFECTIVE DATE: 05/31/2016

EXPIRES: 05/31/2021

RENEWALS: NO RENEWALS

ATTACHMENTS:

AGREEMENT No. 16-147-SS

ATTACHMENT A – PRICING SHEET

EMPLOYEES NOT TO BENEFIT:

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE
GENERAL PUBLIC.**

VENDOR CONTACT: LIA STEINFORT

VENDOR TEL. NO.:

(765) 855-3493

EMAIL ADDRESS: LIA.STENFORT@GOLDENENGINEERING.COM

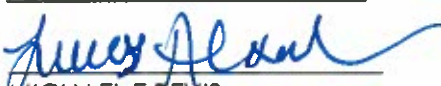
COUNTY CONTACT: CASEY BAILEY (FIR)

COUNTY TEL. NO.:

(703) 228-7985

COUNTY CONTACT EMAIL: CBAILEY@ARLINGTONVA.US

CONTRACT AUTHORIZATION



MICHAEL E BEVIS
PURCHASING AGENT

5/31/2016
DATE

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 16-147-SS

THIS AGREEMENT is made, on the date of execution by the County, between Golden Engineering, Inc., of 6364 Means Road, Box 185, Centerville, Indiana 47330 ("Contractor") an Indiana corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

This Agreement
Attachment A – Pricing Sheet

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to provide goods described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide X-Ray equipment, maintenance and repairs. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific goods set forth in the Contract Documents and sufficient goods to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. CONTRACT TERM

Time is of the essence. Work under this Agreement will commence on the date of the execution of the Agreement by the County. All work defined in Attachment A, must be completed no later than May 31, 2021. No work will be deemed complete until it is accepted by the County's Project Officer.

4. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Attachment A up to a maximum of \$50,000 over the life of the Contract, for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County. Pricing will remain firm until January 1, 2017. From that date on, the Contractor may or may not issue new pricing for the catalog each year, and will provide any updated pricing catalog to the County whenever it is available. The prices listed in Attachment A are inclusive of all shipping charges.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

8. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

9. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

10. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor.

Transportation, handling and all related charges are included in the unit prices or discounts shown in Attachment A.

11. WARRANTY

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide all manufacturers' warranties available to the Project Officer at the time of delivery. All goods and materials are guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its Work pursuant to this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. FAILURE TO DELIVER

In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. At its discretion, the County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

17. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor

and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

18. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and

paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

19. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the goods provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

21. COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke

or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

22. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

23. COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

24. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Contractor and outside and beyond the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

25. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

26. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or

state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

27. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

28. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

29. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

30. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

31. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

32. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing

Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court of law.

33. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

34. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

35. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

36. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

37. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

38. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

39. SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: WARRANTY; INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; COPYRIGHT; RELATION TO COUNTY; AND AUDIT.

40. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

41. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

42. NOTICES

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Lia Steinfert
Golden Engineering, Inc.
PO Box 185
Centerville, Indiana 47330

TO THE COUNTY:

Casey Bailey, Project Officer
Arlington County Fire Department
1020 North Hudson Street, 3rd Floor
Arlington, Virginia 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

43. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

44. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured - The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.

- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any Insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED
SIGNATURE: 

for
NAME: MICHAEL E. BEVIS
TITLE: PURCHASING AGENT

DATE: 5/31/2015

GOLDEN ENGINEERING, INC.

AUTHORIZED
SIGNATURE: 

NAME AND
TITLE: Lia Steinfort, Office Manager

DATE: 05/26/2016



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PRICE LIST

<u>ITEM DESCRIPTION</u>	<u>ITEM NO.</u>	<u>PRICE</u>
XR150 X-RAY SOURCE 12V 16 CHARACTER	1111100	\$ 3,781.00
XR150 X-RAY SOURCE 7.8V 2 CHARACTER	1100000	\$ 3,781.00
XR150 X-RAY 110V KIT: NO CASE (SOURCE, 2 12V Li-Ion BATTERIES, 1 10V CHARGER)	1100010	\$ 4,176.00
XR150 X-RAY KIT 220V: NO CASE (SOURCE, 2 12V Li-Ion BATTERIES, 220V CHARGER)	1100020	\$ 4,176.00
XR150 X-RAY KIT 110V: CABLE & CASE (SOURCE, 2 12V Li-Ion BATTERIES, 1 10V CHARGER, CABLE & CASE)	1100030	\$ 4,526.00
XR150 X-RAY KIT 220V: CABLE & CASE (SOURCE, 2 12V Li-Ion BATTERIES, 220V CHARGER, CABLE & CASE)	1100040	\$ 4,526.00

Kit configurations can be special ordered with the XR150 7.8V Source, NIMH Batteries, and XR150 Battery Charger/Conditioner upon request. Pricing would be the same as listed.

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PRICE LIST

<u>ITEM DESCRIPTION</u>	<u>ITEM NO.</u>	<u>PRICE</u>
<u>ACCESSORIES & SPARE PARTS FOR XR150 X-RAY SOURCE</u>		
REMOTE CABLE - 2PIN	1806016	\$ 75.00
REMOTE CABLE - 5PIN	1809013	\$ 75.00
BATTERY DeWalt® 12V Li-Ion SLIDE-ON	1800104	\$ 55.00
XR150 BATTERY 7.8V - NiCD	1800010	\$ 85.00
XR150 BATTERY 7.8V - NiMH	1800011	\$ 125.00
XR150 CUSTOM 7.8V BATTERY CHARGER/CONDITIONER	1800162	\$ 225.00
BATTERY CHARGER DeWalt® 12V-20V SLIDE-ON 110V	1800152	\$ 75.00
BATTERY CHARGER DeWalt® 12V-20V SLIDE-ON 220V	1800164	\$ 75.00
MAKITA 7.8V BATTERY CHARGER (110V)	1800153	\$ 80.00
MAKITA 7.8V BATTERY CHARGER (220V)	1800154	\$ 90.00
BATTERY CHARGER ADAPTER (USE WITH MAKITA)	1800020	\$ 15.00
TRIPOD KIT XR150	1803041	\$ 450.00
XR150 SNAP ON LEAD COLLIMATOR CAP 20 DEGREE	1800251	\$ 75.00
XR150 SNAP ON LEAD COLLIMATOR CAP 30 DEGREE	1800252	\$ 75.00
XR150 SNAP ON LEAD COLLIMATOR CAP RECTANGLE	1800253	\$ 75.00
10 MIL SNAP ON COPPER FILTER (XR150, XR200, XRS3)	1800210	\$ 50.00
30 MIL SNAP ON COPPER FILTER (XR150, XR200, XRS3)	1800230	\$ 50.00
40 MIL SNAP ON COPPER FILTER (XR150, XR200, XRS3)	1800240	\$ 50.00
60 MIL SNAP ON COPPER FILTER (XR150, XR200, XRS3)	1800260	\$ 50.00
LEAD COLLIMATOR CAP SOLID (XR150, XR200, XRS3)	1800265	\$ 75.00
XR150 Collimator Set Snap-on Lead Caps & Copper Filters (7 pcs)	1800250	\$ 425.00
XR150 12V AND 16 DIG SOFTWARE CONVERSION	9901911	\$ 725.00

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PRICE LIST

ITEM DESCRIPTION	ITEM NO.	PRICE
XR200 X-RAY SOURCE 18V	1200100	\$ 3,734.00
XR200 X-RAY SOURCE 14.4V	1200000	\$ 3,734.00
XR200 X-RAY 14.4V KIT 110V: NO CASE (SOURCE, 2 - 14.4V BATTERIES, 110V CHARGER)	1200010	\$ 3,974.00
XR200 X-RAY 18V KIT 110V: NO CASE (SOURCE, 2 - 18V BATTERIES, 110V CHARGER)	1200110	\$ 3,974.00
XR200 X-RAY 14.4V KIT 220V: NO CASE (SOURCE, 2 - 14.4V BATTERIES, 220V CHARGER)	1200020	\$ 3,974.00
XR200 X-RAY 18V KIT 220V: NO CASE (SOURCE, 2 - 18V BATTERIES, 220V CHARGER)	1200120	\$ 3,974.00
XR200 X-RAY 14.4V KIT 110V: CABLE & CASE (SOURCE, 2 - 14.4V BATTERIES, 110V CHARGER, CABLE & CASE)	1200030	\$ 4,324.00
XR200 X-RAY 18V KIT 110V: CABLE & CASE (SOURCE, 2 - 18V BATTERIES, 110V CHARGER, CABLE & CASE)	1200130	\$ 4,324.00
XR200 X-RAY 14.4V KIT 220V: CABLE & CASE (SOURCE, 2 - 14.4V BATTERIES, 220V CHARGER, CABLE & CASE)	1200040	\$ 4,324.00
XR200 X-RAY 18V KIT 220V: CABLE & CASE (SOURCE, 2 - 18V BATTERIES, 220V CHARGER, CABLE & CASE)	1200140	\$ 4,324.00

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PRICE LIST

<u>ITEM DESCRIPTION</u>	<u>ITEM NO.</u>	<u>PRICE</u>
XRS3 X-RAY SOURCE 18V	1301100	\$ 5,017.00
XRS3 X-RAY SOURCE 14.4V	1300000	\$ 5,017.00
XRS3 X-RAY 14.4V KIT 110V: NO CASE (SOURCE, 2 - 14.4V BATTERIES, 110V CHARGER)	1300010	\$ 5,257.00
XRS3 X-RAY 18V KIT 110V: NO CASE (SOURCE, 2 - 18V BATTERIES, 110V CHARGER)	1300110	\$ 5,257.00
XRS3 X-RAY 14.4V KIT 220V: NO CASE (SOURCE, 2 - 14.4V BATTERIES, 220V CHARGER)	1300020	\$ 5,257.00
XRS3 X-RAY 18V KIT 220V: NO CASE (SOURCE, 2 - 18V BATTERIES, 220V CHARGER)	1300120	\$ 5,257.00
XRS3 X-RAY 14.4V KIT 110V: CABLE & CASE (SOURCE, 2 - 14.4V BATTERIES, 110V CHARGER, CABLE & CASE)	1300030	\$ 5,632.00
XRS3 X-RAY 18V KIT 110V: CABLE & CASE (SOURCE, 2 - 18V BATTERIES, 110V CHARGER, CABLE & CASE)	1300130	\$ 5,632.00
XRS3 X-RAY 14.4V KIT 220V: CABLE & CASE (SOURCE, 2 - 14.4V BATTERIES, 220V CHARGER, CABLE & CASE)	1300040	\$ 5,632.00
XRS3 X-RAY 18V KIT 220V: CABLE & CASE (SOURCE, 2 - 18V BATTERIES, 220V CHARGER, CABLE & CASE)	1300140	\$ 5,632.00

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PRICE LIST

ITEM DESCRIPTION	ITEM NO.	PRICE
XRS3RA X-RAY SOURCE 18V	1302100	\$ 5,517.00
XRS3RA X-RAY 18V KIT 110V: NO CASE (SOURCE, 2 -18V BATTERIES, 110V CHARGER)	1302110	\$ 5,757.00
XRS3RA X-RAY 18V KIT 220V: NO CASE (SOURCE, 2 - 18V BATTERIES, 220V CHARGER)	1302120	\$ 5,757.00
XRS3RA X-RAY 18V KIT 110V: CABLE & CASE (SOURCE, 2 - 18V BATTERIES, 110V CHARGER, CABLE & CASE)	1302130	\$ 6,132.00
XRS3RA X-RAY 18V KIT 220V: CABLE & CASE (SOURCE, 2 - 18V BATTERIES, 220V CHARGER, CABLE & CASE)	1302140	\$ 6,132.00

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PRICE LIST

<u>ITEM DESCRIPTION</u>	<u>ITEM NO.</u>	<u>PRICE</u>
<u>ACCESSORIES & SPARE PARTS FOR XR200, XRS3 AND XRS3RA SOURCES</u>		
REMOTE CABLE - 4PIN	1800005	\$ 75.00
REMOTE CABLE - 5PIN	1809013	\$ 75.00
REMOTE CABLE - 5PIN NO DELAY	1809016	\$ 75.00
BATTERY DeWalt® 14.4V NiCD Stick	1800102	\$ 80.00
BATTERY DeWalt® 18V NiCD Stick	1800103	\$ 80.00
BATTERY DeWalt® 20V Li-Ion SLIDE ON	1800106	\$ 90.00
BATTERY CHARGER DeWalt® 110V (14.4V OR 18V STICK)	1800156	\$ 80.00
BATTERY CHARGER DeWalt® 220V (14.4V OR 18V STICK)	1800158	\$ 80.00
TRIPOD MOUNT (XR200, XRS3, XRS3RA)	4000350	\$ 15.00
XR200 SPARE TUBE	2200020	\$ 275.00
XR200 SNAP ON LEAD COLLIMATOR CAP 20 degree	1800271	\$ 75.00
XR200 SNAP ON LEAD COLLIMATOR CAP 30 degree	1800272	\$ 75.00
XR200 SNAP ON LEAD COLLIMATOR CAP Rectangle	1800273	\$ 75.00
XRS3 SNAP ON LEAD COLLIMATOR CAP 20 degree	1800281	\$ 75.00
XRS3 SNAP ON LEAD COLLIMATOR CAP 30 degree	1800282	\$ 75.00
XRS3 SNAP ON LEAD COLLIMATOR CAP Rectangle	1800283	\$ 75.00
COLLIMATOR STANDARD FOR XR200	2002075	\$ 25.00

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PRICE LIST

<u>ITEM DESCRIPTION</u>	<u>ITEM NO.</u>	<u>PRICE</u>
<u>ACCESSORIES & SPARE PARTS FOR XR200, XRS3 AND XRS3RA SOURCES CONTINUED</u>		
10 MIL SNAP ON COPPER FILTER (XR150, XR200, XRS3)	1800210	\$ 50.00
30 MIL SNAP ON COPPER FILTER (XR150, XR200, XRS3)	1800230	\$ 50.00
40 MIL SNAP ON COPPER FILTER (XR150, XR200, XRS3)	1800240	\$ 50.00
60 MIL SNAP ON COPPER FILTER (XR150, XR200, XRS3)	1800260	\$ 50.00
LEAD COLLIMATOR CAP SOLID (XR150, XR200, XRS3)	1800265	\$ 75.00
XR200 Collimator Set Snap-on Lead Caps & Copper Filters (7 pcs)	1800270	\$ 425.00
XRS3 Collimator Set Snap-on Lead Caps & Copper Filters (7 pcs)	1800280	\$ 425.00
LASER POINTER XR200	1800302	\$ 350.00
LASER POINTER XRS3	1800303	\$ 425.00
XRS3 TUBE REPLACEMENT KIT	1000003	\$ 500.00
XRS3 / XRS4 SPARE TUBE	2200000	\$ 275.00
BOTTLE OF DIALA OIL XRS3 & XRS4 TUBE REPLACEMENT	8401000	\$ 15.00
XRS3 COLLIMATOR ASM 40 DEGREE	2600010	\$ 50.00
XRS3 COLLIMATOR ASM 60 DEGREE	2600020	\$ 50.00
XRS3 COLLIMATOR ASM 85 DEGREE	2600030	\$ 50.00
XR200 SMALL PARTS KIT 4PIN	1209991	\$ 35.00
XR200 SMALL PARTS KIT 5PIN	1209992	\$ 35.00
XRS3 SMALL PARTS KIT 4PIN	1309992	\$ 35.00
XRS3 SMALL PARTS KIT 5PIN	1309993	\$ 35.00
XR200 18V CONVERSION (NO BATTERIES INCLUDED)	9901820	\$ 500.00
XRS3 18V CONVERSION (NO BATTERIES INCLUDED)	9901830	\$ 500.00
XR200 UPGRADE FROM 4PIN TO 5PIN MEMBRANE SWITCH	1209990	\$ 725.00
XRS3 UPGRADE FROM 4PIN TO 5PIN MEMBRANE SWITCH	1309990	\$ 725.00

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PRICE LIST

<u>ITEM DESCRIPTION</u>	<u>ITEM NO.</u>	<u>PRICE</u>
XRS4 X-RAY SOURCE 18V 32 CHARACTER	1410100	\$ 5,625.00
XRS4 X-RAY 18V KIT 110V; NO CASE (SOURCE, 2 - 18V BATTERIES, 110V CHARGER)	1400110	\$ 5,865.00
XRS4 X-RAY 18V KIT 220V; NO CASE (SOURCE, 2 - 18V BATTERIES, 220V CHARGER)	1400120	\$ 5,865.00
XRS4 X-RAY 18V KIT 110V; CABLE & CASE (SOURCE, 2 - 18V BATTERIES, 110V CHARGER, CABLE & CASE)	1400130	\$ 6,390.00
XRS4 X-RAY 18V KIT 220V; CABLE & CASE (SOURCE, 2 - 18V BATTERIES, 220V CHARGER, CABLE & CASE)	1400140	\$ 6,390.00
<u>ACCESSORIES & SPARE PARTS FOR XRS4 SOURCES</u>		
XRS4 20 MIL COPPER FILTER COLLIMATOR SNAP ON	1800291	\$ 75.00
XRS4 30 MIL COPPER FILTER COLLIMATOR SNAP ON	1800292	\$ 75.00
XRS4 40 MIL COPPER FILTER COLLIMATOR SNAP ON	1800293	\$ 75.00
XRS4 60 MIL COPPER FILTER COLLIMATOR SNAP ON	1800294	\$ 75.00
XRS4 SNAP ON LEAD COLLIMATOR CAP 20 DEGREE	1800286	\$ 75.00
XRS4 SNAP ON LEAD COLLIMATOR CAP 30 DEGREE	1800287	\$ 75.00
XRS4 COLLIMATOR CAP SET	1800290	\$ 300.00
BATTERY DeWalt® 18V	1800103	\$ 80.00
LASER POINTER XRS4	1800304	\$ 425.00
XRS4 TUBE REPLACEMENT KIT	1000004	\$ 500.00
XRS3 / XRS4 SPARE TUBE	2200000	\$ 275.00
BOTTLE OF DIALA OIL FOR XRS3 & XRS4 TUBE REPLACEMENT	8401000	\$ 15.00
TRIPOD KIT XRS4	1803042	\$ 600.00

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PRICE LIST

<u>ITEM DESCRIPTION</u>	<u>ITEM NO.</u>	<u>PRICE</u>
<u>ACCESSORIES FOR ALL MODELS</u>		
PEN POCKET DOSIMETER	1800200	\$ 125.00
PEN DOSIMETER CHARGER	1800201	\$ 220.00
TRIPOD KIT STANDARD FOR XR200, XRS3, XRS3RA	1803040	\$ 525.00
TRIPOD BAG	1803285	\$ 90.00
ADAPTER CABLE (2 PIN PLUG / 4 PIN INSPECTOR RECEPTACLE)	1809010	\$ 75.00
ADAPTER CABLE (2 PIN PLUG / 4 PIN RECEPTACLE)	1809012	\$ 75.00
ADAPTER CABLE (2 PIN PLUG / 5 PIN RECEPTACLE)	1809002	\$ 75.00
ADAPTER CABLE (4 PIN PLUG / 4 PIN INSPECTOR RECEPTACLE)	1800006	\$ 75.00
ADAPTER CABLE (4 PIN PLUG / 5 PIN RECEPTACLE)	1809003	\$ 75.00
ADAPTER CABLE (5 PIN PLUG / 2 PIN RECEPTACLE)	1809001	\$ 75.00
ADAPTER CABLE (5 PIN PLUG / 4 PIN RECEPTACLE)	1809000	\$ 75.00
ADAPTER CABLE (5 PIN PLUG / 4 PIN INSPECTOR RECEPTACLE)	1809014	\$ 75.00
RTR-4 CABLE (4 PIN XRAY TO 6 PIN IMAGER)	1809008	\$ 150.00
RTR-4 CABLE (5 PIN XRAY TO 6 PIN IMAGER)	1809006	\$ 150.00
RTR-4 CABLE (ETHERNET TO 8 PIN)	1809007	\$ 150.00
RED THUMBWHEEL KEY (ALL UNITS)	2002000	\$ 15.00
STANDARD KEY (ALL UNITS)	5951020	\$ 2.00
1.5 AMP FUSE SLOW BLOW (SOLDERED) FOR XR150, XRS3, XRS4	7501020	\$ 2.00
20 AMP FUSE SLOW BLOW (SOCKET) FOR XR200, XRS4	7501030	\$ 2.00
2 AMP FUSE (SOCKET) FOR ALL UNITS	7501040	\$ 1.65
1.5 AMP FUSE SLOW BLOW (SOCKET) FOR XRS3, XRS3RA	7501060	\$ 2.00
POWER SUPPLY W/ ADAPTER CABLE FOR XR200, XRS3, XRS3RA	1800156	\$ 900.00



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PRICE LIST

<u>ITEM DESCRIPTION</u>	<u>ITEM NO.</u>	<u>PRICE</u>
<u>CARRYING CASES</u>		
CARRYING CASE XR150 KIT 12V	1708025	\$ 225.00
CARRYING CASE XR150 KIT 7.8V	1708030	\$ 300.00
CARRYING CASE XR200 KIT	1701630	\$ 300.00
CARRYING CASE XRS3 AND XRS3RA KIT	1701655	\$ 300.00
CARRYING CASE XRS4 KIT	1701680	\$ 450.00
CARRYING CASE 150P FILM PROCESSOR	1701620	\$ 300.00
<u>FILM DEVELOPMENT EQUIPMENT</u>		
FILM 8X10 INSTANT GENERATION 2.0 / 10 EXPOSURES PER BOX	1600091	\$ 190.00
150P FILM PROCESSOR	1600000	\$ 600.00
GOLDEN CASSETTE REGULAR SCREEN	1600002	\$ 300.00