



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

## State of West Virginia Purchase Order

Order Date: 04-19-2022

CORRECT ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES, AND  
SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CPO 0708 0607 ABC2200000002 1	Procurement Folder:	1021514
Document Name:	DUI Simulator 5 Year Warranty	Reason for Modification:	
Document Description:	DUI Simulator 5 Year Warranty		
Procurement Type:	Central Sole Source		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000104464 L3 TECHNOLOGIES INC 2961 W CALIFORNIA AVE STE F  SALT LAKE CITY UT 84104 US Vendor Contact Phone: 801-983-9900 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Shawn E Smith Requestor Phone: (304) 356-5525 Requestor Email: shawn.e.smith@wv.gov  <b>22</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
ACCOUNTING DEPARTMENT ALCOHOL BEVERAGE CONTROL COMMISSION 4TH FLOOR 900 PENNSYLVANIA AVE CHARLESTON WV 25302 US	ABCA WAREHOUSE HUB INDUSTRIAL PARK 97 INDEPENDENT AVE NITRO WV 25143 US

Total Order Amount: \$35,000.00

Purchasing Division's File Copy

**ENTERED**

PURCHASING DIVISION AUTHORIZATION DATE: Linda Harper 4/27/22 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: [Signature] ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: Beverly Tolson 5-4-2022 ELECTRONIC SIGNATURE ON FILE
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5/4/2022

**Extended Description:**

The vendor, L3 Technologies, agrees to enter into this contract with the agency, The West Virginia Alcohol Beverage Control Administration (WVABCA), to provide the WVABCA with a DUI Simulator 5 Year Warranty per the specifications, terms and conditions and the vendors submitted quoted dated March 29, 2022 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	84101503	0.00000		0.000000	35000.00
Service From	Service To	Manufacturer		Model No	

**Commodity Line Description:**     DUI Simulator 5 Year Warranty

**Extended Description:**

STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"): WV Alcohol Beverage Control Administration

Vendor: D.P. Associates a Division of LS Technologies, Inc.

Contract/Lease Number ("Contract"): CPD 0708 ABC 220000000002

Commodity/Service: Warranty Removal on DUI/Testing Driving Simulator

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominant over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained in Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** - Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid monthly in advance.  
Any language imposing any license or charges due to late payment is deleted.  
Any language imposing any license or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** - Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** - The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.  
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** - Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.  
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.  
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** - Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** - Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** - Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** - Any provision requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** - Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** - The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** - Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** - Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** - All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** - Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. Such contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-6-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** - If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, assigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and *strikethrough* the language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: West Virginia

By: Frederic L. Wooten

Printed Name: Frederic L. Wooten

Title: Commissioner

Date: 04-19-2022

Vendor: D.P. Associates (an L3 Technologies

By: J. van den Bunt Inc. Director

Printed Name: JITE VAN DEN BUNT

Title: HEAD OF LOGISTICS, CS

Date: 23 MARCH 2022

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☐ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☒ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in \_\_\_\_\_  
Revised 02/08/2022

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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



**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000 per occurrence.
- ☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- ☐
- ☐
- ☐
- ☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** ~~This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:~~

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ ~~Liquidated Damages Contained in the Specifications.~~

☐ ~~Liquidated Damages Are Not Included in this Contract.~~

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

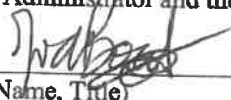


**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

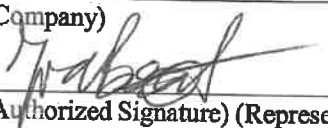
**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

  
\_\_\_\_\_  
(Name, Title)  
Jitte Van Den Bout  
\_\_\_\_\_  
(Printed Name and Title)  
2961 West California Avenue, Suite F, Salt Lake City, UT 84104  
\_\_\_\_\_  
(Address)  
801-983-9900  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
jitte.vandenbout@L3Harris.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

D.P. Associates a division of L3 Technologies, Inc.

\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Jitte Van Den Bout, Head of Commercial Training Solutions  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

06 APRIL 2022  
\_\_\_\_\_  
(Date)

801-983-9900  
\_\_\_\_\_  
(Phone Number) (Fax Number)

REF NO. 20220329-CB



**L3HARRIS**

# **WARRANTY RENEWAL**

Prepared for West Virginia Alcohol Beverage Control Administration

Attn: Shawn Smith

2019 Washington Street E, Charleston, WV 25305

Phone: 304-541-8855

Email: [shawn.e.smith@wv.gov](mailto:shawn.e.smith@wv.gov)

March 29, 2022

THIS DOCUMENT MAY CONTAIN TRADE SECRETS, CUSTOMER SENSITIVE DATA AND/OR COMMERCIAL OR FINANCIAL INFORMATION AND IS PROPRIETARY TO L3 TECHNOLOGIES, INC., AND MAY NOT BE USED, COPIED OR DISCLOSED TO THIRD PARTIES OR OTHERWISE APPROPRIATED WITHOUT THE WRITTEN CONSENT OF L3 TECHNOLOGIES, INC.

EXPORT DISCLAIMER: This document consists of L3 Technologies, Inc. general capabilities information that does not contain controlled technical data as defined within the International Traffic in Arms (ITAR) Part 120.10 or Export Administration Regulations (EAR) Part 734.7-11. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce or the U.S. Department of State.

# FULL SERVICE WARRANTY RENEWAL CONTRACT

## Statement of Work

L3 Technologies, Inc., a Delaware corporation, through its D.P. Associates division, with offices at 2961 West California Avenue, Suite F, Salt Lake City, UT 84104, ("L3 DPA") and West Virginia Alcohol Beverage Control Administration of 2019 Washington St. E., Charleston, WV 25305 (the "Buyer") enter into this Full Service Warranty Renewal Contract (the "Contract") for the Support Services of L3 DPA Simulator Devices (referred to collectively as "Products" herein).

## Pricing

**Warranty Period:** Five (5) Year

**Warranty Renewal Price:** \$7,000 (per year) **Total:** \$35,000

**Pricing Validity:** Pricing offered herein is valid for acceptance until 30 days from proposal date

Warranty Renewal Price is only valid for Simulator Devices with an existing L3 DPA active warranty listed in this Proposal. L3 DPA reserves the right to adjust the Warranty Renewal Price and may require an onsite product assessment for expired warranties. If Buyer does not return a signed Contract with an authorized purchase order prior to the warranty expiration date the warranty is thereby deemed lapsed. If Buyer wishes to renew a warranty, L3 DPA may, at its sole discretion, provide a revised quote with an onsite product assessment fee required for all Simulator Devices where the warranty has expired.

## Payment Terms

All payments are to be paid to L3 D.P. Associates. Payments can be made by either: Check, wire transfer, or credit card (Visa, MasterCard and Discover only).

a. Check payments:

**Remittance Address:**

**L3 TECHNOLOGIES, INC.,  
D. P. ASSOCIATES DIVISION  
P.O. BOX 732484  
DALLAS, TX 75373-2484**

Overnight/Courier Address:  
**JPMORGAN CHASE (TX1-0029)**  
**ATTN: L3 TECHNOLOGIES, INC.,**  
**D. P. ASSOCIATES DIVISION BOX 732484**  
**14800 FRYE ROAD, 2<sup>ND</sup> FLOOR**  
**FT WORTH, TX 76155**

- b. Payments may also be wired directly to:  
**Bank Name: JPMorgan Chase Bank, N.A.**  
**Bank Address: 1 Chase Manhattan Plaza,**  
**New York City, NY 10081, US**  
**ABA (ACH): 071000013**  
**Routing (Domestic Wire): 021000021**  
**Swift (Intl): CHASUS33**  
**Beneficiary: L3 TECHNOLOGIES, INC., D.P. ASSOCIATES DIVISION**  
**Account#: 727110454**
- c. Credit Card Payments:  
L3 DPA accepts payments by Visa, MasterCard and Discover only. If customer wishes to pay for an invoice using a credit card, L3 DPA must be notified 30 days prior to invoice due date. Upon notice L3 DPA will provide customer with a Credit Card Authorization Form which must be filled out, signed and returned to [dpa.billing@L3Harris.com](mailto:dpa.billing@L3Harris.com). L3 DPA will only accept payment utilizing credit cards for transactions less than \$25,000.
- d. All payments are to be made in U.S. dollars and without expense to L3 DPA.
- e. Buyer agrees to pay any expenses incurred in collecting any unpaid balance of the purchase price, or in recovering possession of goods including reasonable attorney's fees.
- f. Balance of contract will be paid in full net 30 days from Coverage Start Date.

## Taxes

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Prices stated do not include local or state taxes. The Buyer shall provide a copy of their sales tax exempt certificate if tax exempt. If the Buyer does not have a valid tax exemption, then the Buyer shall be responsible for any and all sales taxes, use taxes, duties, and any other taxes or similar charges levied by any taxing authority, for Support Services provided under this Contract. Any applicable tax imposed on any part of this transaction shall be collected from the Buyer and remitted by L3 DPA to the appropriate tax authorities.

## Coverage Dates

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Coverage Start Date: 04/15/2022

Coverage End Date: 04/14/2027

## Simulation Device Serial Numbers:

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PatrolSim™ PS7 19-004, VDU7 19-010

## Description of Service:

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L3 DPA agrees to provide the following Support Services during the Coverage Dates with respect to Simulator Service(s) contained herein:

- Repair or replacement of defective parts & components.
- The costs for shipping parts out and bringing them back from the Buyer's location.
- On-Site field service support for labor and repairs.
- Toll Free Customer Service Phone Support 24 hrs a day, 7 days a week (1-800-595-5740).
- Remote diagnostics via internet connectivity between L3 DPA customer service and the Buyers' Simulator Device(s).
- Software and hardware updates are included as defined in Section 8 of the Terms and Conditions.

## Terms and Conditions:

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### 1. Interpretation

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1.1. In this Contract words importing the singular only shall also include the plural and vice versa and the use of the term L3 DPA shall be interpreted to include L3 DPA employees and contracted personnel (including sub-contractors).

### 2. Coverage Start & Expiration Dates:

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2.1 The Contract will begin upon the Coverage Start Date and end on the Coverage End Date ("Warranty Term").

### 3. Payment and Price:

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3.1. Unless otherwise stated payments shall be due thirty (30) days from receipt of the relevant invoices by electronic transfer in the invoiced currency and shall be free of any deductions, set off or discounts for early payment.

3.2. Invoices shall be issued on signature of the signed Contract.

3.3. If the Buyer fails to make payment on the due date, then, without prejudice to any other right or remedy available to L3 DPA, L3 DPA reserves the right to:

3.3.1. withhold or suspend delivery of the Support Services;

3.3.2. charge the Buyer interest on the amount unpaid, at a rate of 8% over the United States Prime Rate, per month, until payment is made in full.

3.4. Prices stated do not include local or state taxes. If the Buyer does not have a valid tax exemption, then the Buyer shall be responsible for any and all sales taxes, use taxes, duties, including but not limited to import and export duties, and any other taxes or similar charges levied by any taxing authority, for Products or Services provided under this Proposal/Contract.

3.5. The Buyer further agrees to defend, indemnify and hold L3 DPA harmless from and against the aforesaid taxes, duties and charges as a result of performance hereunder, and all reasonable legal fees, costs and expenses incurred in connection therewith.

#### **4. Requesting Service & Service Hours:**

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4.1 To initiate and/or request Support Services, the Buyer shall call 1-800-595-5740, twenty-four (24) hours a day, seven (7) days a week. Technicians are available between the hours of 8 AM and 5 PM Mountain Time Monday through Friday ("Regular Business Hours") or by appointment. All calls received after Regular Business Hours will be returned at the earliest possible time.

#### **5. Troubleshooting and Repair:**

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5.1 When Buyer calls L3 DPA regarding a technical problem with the Simulator Device, the Buyer and customer service technician will troubleshoot the problem. Once the Simulator Device has been diagnosed over the phone and the failure determined, L3 DPA will ship replacement part(s). When the part(s) are received, the Buyer will call L3 DPA Customer Service Phone Support to receive telephone assistance to repair of the Simulator Device.

5.2 If failure cannot be determined or if the Simulator Device is not repairable by the Buyer with the assistance of the L3 DPA technician via telephone, then L3 DPA will schedule a Field Service Engineer to visit the Buyer's service address to repair and service the Simulator Device ("On-Site Service"). Only L3 DPA will determine whether there is a need for the On-Site Service.

5.3. L3 DPA shall bear all travel-related costs (e.g., airfare, rental car, gas, lodging and meals) it incurs with respect to this Contract.

5.4. On-Site Service will only be provided during Regular Business Hours at the Buyer's service address.

5.5. After the Simulator Device has been repaired, the Buyer will return the defective part(s) within ten (10) business days to L3 DPA using the instructions and return shipping labels provided. If the part(s) are not received at L3 DPA within ten (10) business days after the problem has been resolved, the Buyer will be billed for the cost of the part(s).

5.6. Carry-in Service - Periodically, Buyer's Simulator Device may need to be removed and repaired at a L3 DPA Authorized Repair Center, located at 2961 West California Avenue, Suite F, Salt Lake City, Utah 84104. If Carry-in Service is required or requested by Buyer, Buyer is responsible for delivering its Simulator Device to and from the Authorized Repair Center including all associated costs.

#### **6. Access to Buyer's Premises and Equipment:**

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6.1. The Buyer shall provide timely access to any premises, equipment, staff and/or facilities that may reasonably be required to support delivery of the Support Services by L3 DPA.

6.2. If the Buyer fails to permit performance of the Support Services then, without prejudice to any other right or remedy available to L3 DPA, L3 DPA may invoice the Buyer for any and all additional costs incurred by L3 DPA as a result of such failure.

#### **7. Moving Your Covered Device to a New Location in the USA:**

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7.1. Buyer may change its service address at any time by notifying L3 DPA in writing at the address set forth above. Damage incurred by moving Buyer's covered Simulator Device is not covered under this Contract, unless the move is managed by L3 DPA. Cost of an L3 DPA-managed move is available upon request and shall be quoted separately.

#### **8. Updates:**

---

8.1. Software and hardware updates will be defined by L3 DPA. These updates (where applicable) will be provided free of charge to the Buyer.

#### **9. Service Contract Cancellation:**

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9.1 L3 DPA may cancel this Contract if any of the Buyer's obligations, agreements or promises contained in this Contract are breached, in which case, Buyer will be refunded a pro-rata amount of the Contract price, less (1) the Administrative Fee, and (2) the costs incurred by L3 DPA in making any repairs and/or rendering any Support Service pursuant to this Contract,



and (3) any other costs or expenses incurred by L3 DPA on account of such breach.

## **10. Service Contract Limitations:**

10.1 On-Original Manufacturer and Re-Manufactured Parts - Genuine factory parts will be used whenever possible, however, only L3 DPA authorized use of non-original manufacturer and re-manufactured parts is allowed under this Contract.

## **11. What is NOT Covered Under This Contract:**

11.1. Repair or replacement of Product(s) or parts upon Buyer's noncompliance with any part of this Contract.

11.2. Coverage, components, products or items not specifically listed herein, or Simulator Devices whose serial numbers have been removed or altered.

11.3. Any loss, damage or failure of any components or peripherals not installed by L3 DPA, an authorized representative of L3 DPA or under the direction of L3 DPA.

11.4. Any loss, damage or failure resulting from improper use, storage or operation.

11.5. Consumer replaceable items, including but not limited to batteries, tapes, ribbons, bulbs, air filters, fuses, belts, etc.

11.5. Loss, damage or failure resulting from unauthorized repairs, additions, or modifications performed by Buyer or third parties.

11.6. Any loss, damage or failure of the cabinet, housing, case or frame of the Simulator Device or any non-operating part, such as any plastic or decorative parts masks, or glass.

11.7. Any loss, damage or failure caused by conditions beyond L3 DPA's control, such as normal wear and tear, inadequate plumbing, wiring or electrical/power supply, power surge, rust, corrosion, infestation, negligence, abuse, misuse, theft, vandalism, acts of God, environmental conditions (e.g., fire, floods, sand, dirt, windstorm, hail, earthquake, or exposure to weather conditions), failure to follow L3 DPA's required

maintenance, leaking batteries, excessive humidity or dampness.

11.8. Any loss, damage or failure of any software (other than software manufactured by L3 DPA).

11.9. Support Service outside of the United States and Canada is not covered. Coverage outside the US and Canada is limited to telephone support ONLY; replacement parts, shipping, taxes, duties, etc are not covered under the provisions of this contract.

## **12. Force Majeure and Consequences of Force Majeure:**

12.1. Force Majeure shall mean and shall be limited to the circumstances set forth in clause 12.2.1 through 12.2.12. below but only if and to the extent:

12.1.1. Such circumstances are not within the control of L3 DPA, or its subcontractors;

12.1.2. Such circumstance, despite the exercise of reasonable diligence cannot be prevented, avoided or removed by L3 DPA or its subcontractors;

12.1.3. Such event materially adversely affects the ability of the L3 DPA to perform its major obligations under this Contract;

12.1.4. L3 DPA has taken all reasonable precautions, due care of reasonable alternative measures to avoid the effect of such event on its ability to perform its obligations under this Contract and to mitigate the consequences of such circumstance, and;

12.1.5. Such event is not the direct or indirect result of the failure of L3 DPA or its subcontractors to perform any of their obligations under this Contract;

12.1.6. L3 DPA has given Buyer a written notice as set forth in clause 30.

12.2. Subject to the clauses 12.1. and 12.3., Force Majeure shall mean any of the following occurrences outside the control of L3 DPA preventing or delaying its timely performance of obligations under this Contract:

12.2.1. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, rebellion, riot, insurrection, civil commotion, act or campaign of terrorism, or sabotage;

12.2.2. any government acts or omissions;

12.2.3. radioactive contamination or ionizing radiation;

12.2.4. nationwide legal and general strikes affecting the performance of the contractual obligations;

12.2.5. labor or material shortages that could not have been reasonably foreseen;

12.2.6. any Buyer failure, whether through act or omission, to perform any of its obligations under the Contract;

12.2.7. any lightning, earthquake, hurricane, drought, tsunami, monsoon, tempest, flood, storm, cyclone, volcano, mudslide, typhoon, tornado or other unusually severe weather or act of nature;

12.2.8. fire, explosion or chemical contamination;

12.2.9. epidemic, pandemics, blight, famine, quarantine or plague, including but not limited to COVID-19;

12.2.10. any transportation accidents while transportation of Goods;

12.2.11. suspension of flight operations due to inclement weather while transportation of Goods;

12.2.12. delays of suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both L3 DPA and its supplier.

12.3. If L3 DPA is prevented or delayed in the performance of any of its obligations under this Contract by an occurrence of Force Majeure, then it shall give written notice as promptly as possible and, in any event, within thirty (30) days of the occurrence specifying:

12.3.1. The occurrence constituting Force Majeure and the date of the occurrence;

12.3.2. The obligation or obligations the performance of which is thereby prevented or delayed;

12.3.3. The further period for which it is estimated that such prevention or delay will continue;

12.3.4. The reasonable proof of the nature of such delay issued by the relevant Official Authority(ies) confirming the accuracy of the particular contained in such notification;

12.3.5. Precautions taken to avoid the effect of such event and to mitigate the consequences of such circumstance;

12.4. If by reason of Force Majeure the affected Party suffers delay in fulfilling its obligations under this Contract, it shall be granted a reasonable extension of time.

12.5. By reason of Force Majeure, L3 DPA shall not be entitled to claim indemnity and have the right to claim price difference, excepting in the event a replacement source of supply is required due to a Force Majeure event.

12.6. For the avoidance of doubt, Buyer shall not be relieved of its obligation to make timely payment to L3 DPA under clause 3 hereof by reason of Force Majeure Events.

12.7. In the event that L3 DPA shall by virtue of Force Majeure as defined in this clause 12, be excused for a continuous period of one hundred and eighty (180) days from performance of its obligations under this Contract, within that one hundred and eighty (180) day period, if permitted, the Parties shall meet to review the situation with a view to attain means of achieving a resumption of performance but in the absence of any such agreement Buyer may terminate this Contract as per clause Termination for Default (clause 15).

### **13. Intellectual Property Rights ("IPR"):**

13.1. Buyer agrees that the ownership of all intellectual property rights in the Support Services shall remain the exclusive property of L3 DPA and/or the relevant third-party supplier as applicable.

13.2. The Buyer shall not:

13.2.1. copy (other than in accordance with clause 13.2.1 and 13.2.2, modify, export or derive training material and/or devices from, nor reverse engineer, decompile, disassemble from the or translate nor create derivative works based on the Support Services; or

13.2.2. use the Support Services to manufacture or enable the manufacture of any products and/or of any part, component, system or element of the Equipment; or

13.2.3. disclose any Confidential Information regarding the Products or any part thereof to any other persons or companies without L3 DPA's prior written approval.

13.3. Notwithstanding clause 13.2 any breach of this clause 13 by the Buyer shall be considered a substantial material breach of this Contract and L3 DPA shall be entitled to terminate this Contract with immediate effect.

#### 14. Liability & Indemnity:

14.1. The Buyer shall be responsible for and shall defend, indemnify and hold harmless L3 DPA, its servants, agents and subcontractors from and against all claims, losses, damages, costs (including reasonable legal costs), expenses and liabilities of every kind or nature in respect of the personal injury or death of any personnel or third party and/or damage to third party property resulting from any negligent acts or omissions or the willful misconduct of the Buyer, its servants, agents or sub-contractors under this Contract.

14.2. L3 DPA shall not be liable for any loss, destruction or damage to Buyer's property, including any property which may be the subject of the order unless and then only to the extent that such loss, destruction or damage is a direct result of L3 DPA's willful misconduct.

14.3. IN NO EVENT SHALL L3 DPA BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS CONTRACT, WHETHER BASED UPON

BREACH OF CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT OR CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY.

14.4. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF L3 DPA OR ITS SUBCONTRACTORS OR SUPPLIERS OF ANY TIER FOR THE PERFORMANCE OR BREACH OF THIS CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE PRICE PAYABLE OR THE AMOUNT ACTUALLY PAID FOR BY THE BUYER FOR THE SUPPORT SERVICES, WHICHEVER IS LESS.

14.5. In the event that this limitation of liability conflicts with any other provisions of this Contract, said provision shall be regarded as amended to whatever extent is required to make such provisions consistent with this provision.

14.6. Nothing in this clause shall exclude or limit either Party's liability to each other for death or personal injury; or fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited at law.

#### 15. Default:

15.1. Either Party may terminate all or a portion of this Contract for default which is defined as a substantial breach of material obligations by the other Party.

15.2. In the event of termination for default, the Party shall give the other Party fifteen (15) days prior written notice to cure or to commence to cure the alleged breach.

15.3. In addition, either Party may terminate the contract if the other becomes insolvent makes an assignment for the benefit of creditors, is adjudged bankrupt or if a receiver is appointed for the whole or any part of its assets.

15.4. L3 DPA shall be entitled to payment for Support Services delivered prior to termination including work in progress undertaken.

## 16. Confidentiality:

16.1. Each Party shall treat all information ("Confidential Information") belonging to the other Party as confidential and safeguard it accordingly and shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such extent as may be necessary for the performance of this Contract or where disclosure is otherwise expressly permitted by the provisions of this clause 16.

16.2. The provisions of this clause 16 shall not apply to any Confidential Information received by one Party from the other which:

16.2.1. Is or becomes public knowledge (otherwise than by breach of this clause);

16.2.2. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

16.2.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

16.2.4. is independently developed without access to the Confidential Information; or

16.2.5. must be disclosed pursuant to a statutory or legal obligation placed upon the Party making the disclosure.

## 17. Data Protection

17.1. For the purposes of this clause 17 the following phrases shall be interpreted as:

"Data Laws" shall mean any data protection legislation which may govern either Party's personal data and any amendment, replacement or re-enactment thereof, and any statutes or regulations made thereunder.

"Data Subject" shall mean an identified or identifiable natural person.

"Personal Data" shall mean any information relating to a Data Subject received by one party (the Recipient)

from or on behalf of the other party (the Discloser) in connection with the performance of the Recipient's obligations under this Contract.

17.2. The Parties acknowledge that in the course of carrying out their obligations in respect of this Contract they may collect certain Personal Data which is protected by the Data Laws.

17.3. Both Parties shall undertake to only use or store such Personal Data in compliance with its obligations under this Contract and in accordance with the Data Laws.

17.4. The Parties warrant and represent that:

17.4.1. they shall comply with all Data Laws in connection with the exercise and performance of its rights and obligations under this Contract;

17.4.2. it has implemented technical and organizational measures that meet the requirements of the Data Laws.

17.5. In the event that either Party receives a Subject Access Request, as defined in the Data Laws, it shall notify the other Party without undue delay and said other Party shall provide such reasonable assistance to the receiving Party as it may reasonably require to ensure its compliance with the receiving Party's obligations under the Data Laws.

17.6. The Buyer shall fully indemnify, defend, and hold harmless, the L3 DPA and its affiliates, directors, officers, employees, agents, and representatives from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and any costs or expenses incurred to support Subject Access Requests), whether or not involving a third-party claim, which arise out of, relate to, or result from the violation or breach of any of your covenant, representation, warrant, provision or other obligation or duty under this clause 17 or under applicable law, including but not limited to the unlawful or improper processing of the personal data.

## 18. Export Control:

18.1. Unless otherwise implied by the delivery terms stated in the applicable proposal the Buyer shall be responsible for procuring all necessary import or export licenses required to support delivery of the Goods and shall be solely responsible for any duties payable in respect of the same.

18.2. The Buyer shall fully comply with all applicable import, export or re-export regulations (including, but not limited to, any US Government export control requirements) applicable to the Goods or piece of equipment bound to the Goods, and shall hold harmless and indemnify L3 DPA against any claim, liability, losses, costs, damages and expenses (including without limitation attorney's fee) of whatsoever nature or kind or amount, based upon or resulting from any action or claim raised by any third party (including without limitations any entity, whether incorporated or not, state agency, governmental authority) due to a failure by the Buyer, or any of their agents, assignees and/or transferees and/or sub-licensees to comply with any and all export/re-export regulations.

## 19. Your Promises and Assurances:

19.1. In order for this Contract to remain in full force and effect during the Warranty Term, Buyer promises and assures to:

19.1.1. fully cooperate with L3 DPA, L3 DPA technicians and authorized representatives during diagnosis and repair of the Simulator Device;

19.1.2. make the Simulator Device accessible to L3 DPA; (3) provide a non-threatening and safe environment for L3 DPA's on-site technicians;

19.1.3. provide the presence of a responsible person during the Support Services;

19.1.4. report any problem or defect associated with the Simulator Device promptly upon Buyer's discovery of such defect or problem to the Customer Service Phone Support;

19.1.5. return, at L3 DPA's expense, failed part(s) within ten (10) business days; and

19.1.6. maintain in good operating condition (at Buyer service address) a voice and high-speed internet connection required by L3 DPA for compatibility with the telecommunication equipment and software at L3 DPA's facility for Support Services under this Contract.

## 20. General:

20.1. All Terms and Conditions of Sale are held within this Contract, the Proposal and Exhibit A: L3 DPA Standard Conditions of Sale.

## 21. Contract Renewal:

21.1. At the end of this the Warranty Period the Parties may agree to enter into a new Full Service Warranty Renewal Contract.

## 22. Severability:

22.1. The provisions of this Contract are severable and the invalidity, illegality or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of any other provisions.

22.2. If any provision of this Contract is declared to be invalid, illegal, or unenforceable the parties agree that the court of competent jurisdiction should substitute a valid and enforceable provision that, to the maximum extent possible in accordance with all applicable law and preserves the legal and economic positions of each party as intended in this Contract.

## 23. Anti-Bribery and Corruption:

23.1. In entering this Contract, each Party warrants that it has not done, and in performing its obligations under this Contract, it shall not do, any act or thing that contravenes the Bribery Act 2010 (UK), US Foreign Corrupt Practices Act or any other applicable anti-bribery or anti-money laundering laws and/or regulations.

**24. Disputes and Law:**

24.1. In any dispute arising between L3 DPA and the Buyer, the parties shall first use all reasonable endeavors to resolve amicably in the ordinary course of business.

24.2. Nothing shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

24.3. This Contract shall be governed by the laws of the State of New York exclusive of its conflict of law provisions and the parties hereby submit to the exclusive jurisdiction of the State of New York Courts.

**25. Waiver:**

25.1. The waiver by either Party of any breach of any term of the Contract will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

**26. Sole Remedy:**

26.1. The Parties agree that the rights and remedies arising by virtue of the operation of this Contract are the sole and exclusive rights and remedies between the Parties in relation to any of the matters arising under this Contract or otherwise and no Party shall be entitled to claim any right or remedy against the other which does not arise by virtue of the operation of this Contract.

**27. Assignment:**

27.1. A Party shall not assign to any third party any or all of its rights and obligations under this Contract, without prior written consent of the other Party, such consent not to be unreasonably withheld, except and to the extent that L3 DPA reserves the right to refuse consent to any assignment to a direct competitor in the design and manufacture of simulation training devices and/or the provision of simulation training services.

**28. No Agency:**

28.1. The relationship of the Parties hereunder is one of buyer and seller of the Equipment. No relationship of agency, joint venture or partnership shall exist or shall be deemed to exist between the Parties and in particular, it is expressly understood that the Buyer shall not have the authority to bind L3 DPA in any way.

**29. Third Party Rights:**

29.1. A person who is not a Party to the Contract may not enforce any of its terms under any applicable laws and/or regulations.

**30. Notices:**

30.1. Any notice or communication given under this Contract shall be given in writing and shall be regarded as properly served:

30.1.1. By email – on receipt of a “Received Receipt”;

30.1.2. By post – forty-eight (48) hours after dispatch by Guaranteed Next Day Delivery.

**31. Variations:**

31.1. No variation to this Contract shall be binding unless agreed in writing between the Parties.

31.2. Notwithstanding clause 31.1, L3 DPA reserves the right to update this Contract in line with operational requirements.

**32. Agreement:**

32.1. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous proposals, negotiations, understandings and agreement, whether oral or written, relating to the subject matter hereof.

## ACCEPTANCE OF TERMS

Customer to complete billing information below:

Billing Contact:

Billing Address:

Billing Phone:

Billing Email:

Acceptance of the Full Service Warranty Renewal Contract represents a binding contract between the Customer and L3 DPA. Upon receipt of this signed contract from the Customer, an authorized representative of L3DPA shall review, countersign and return the final agreement within ten (10) days. Any signed agreements not returned to the Customer within ten (10) days are null and void. Any changes to the attached referenced terms must be made in writing and accepted, in writing, by both parties.

☐ I certify that our organization qualifies for tax exemption

The Buyer shall provide a copy of their sales tax exempt certificate if tax exempt.

### Customer Acceptance:

Name

Title

Organization

Date

Tax ID No.

Signature

### L3 DPA Acceptance:

Name

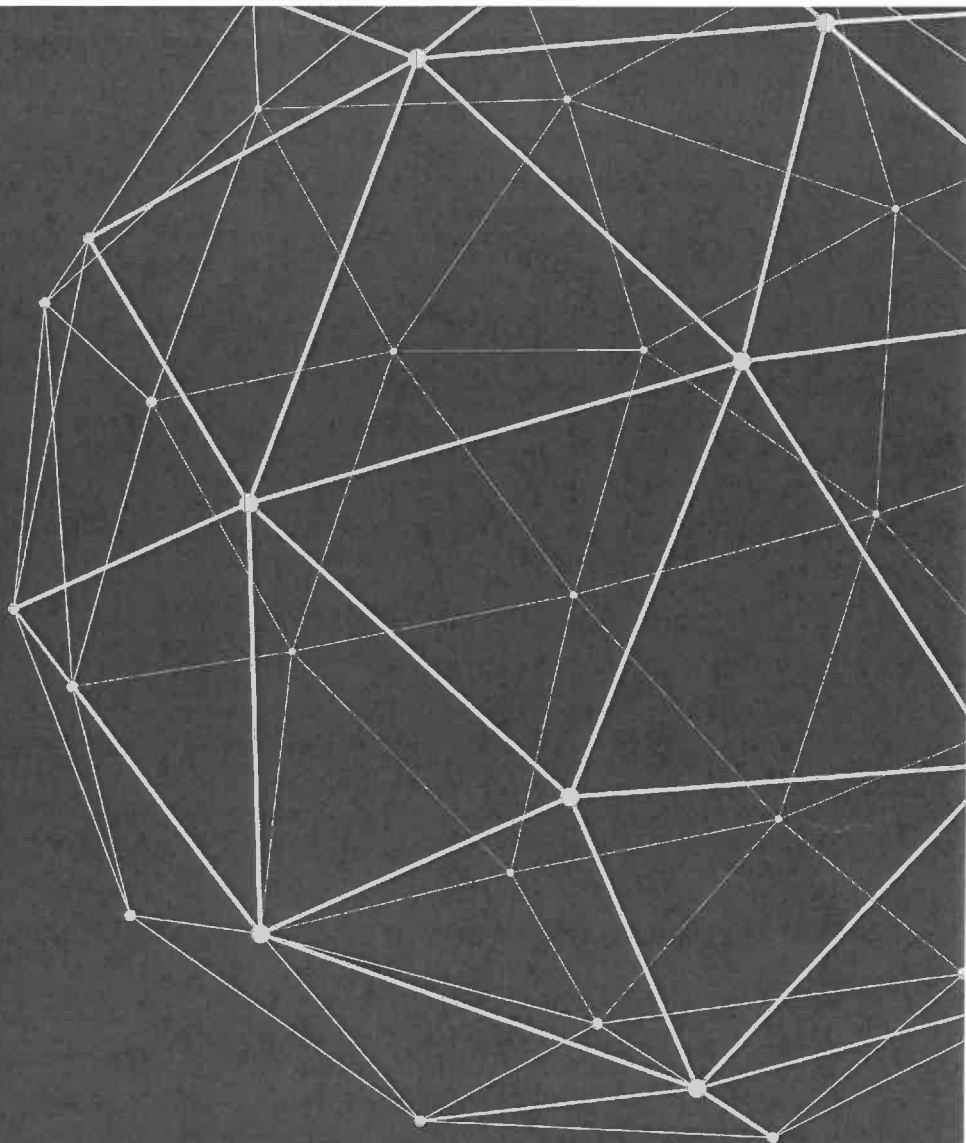
Title

Organization L3 Technologies, Inc.

Date

Tax ID No. 13-3937436

Signature



**L3HARRIS™**

FAST. FORWARD.

2961 West California Ave, Suite F, Salt Lake City, UT 84104

PHONE: 888-259-4746

EMAIL: [DRIVER.SALES@L3HARRIS.COM](mailto:DRIVER.SALES@L3HARRIS.COM)

WEB: [WWW.L3HARRIS.COM](http://WWW.L3HARRIS.COM)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102523290-STND-GAWU-22-23	<b>CONTACT NAME:</b> Brenda Young-Epps <b>PHONE (A/C, No, Ext):</b> (404) 995 3074 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> brenda.youngepps@marsh.com														
<b>INSURED</b> L3 DP Associates Driver Training Solutions C/O L3Harris Technologies, Inc. Attn.: Risk Management 1025 W. NASA Blvd. Mailstop D-11A Melbourne, FL 32919	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : The Insurance Company of the State of PA</td><td>19429</td></tr><tr><td>INSURER B : AIU Insurance Co</td><td>19399</td></tr><tr><td>INSURER C : Berkshire Hathaway Specialty Insurance Company</td><td>22276</td></tr><tr><td>INSURER D : National Union Fire Ins. Co.</td><td>19445</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Insurance Company of the State of PA	19429	INSURER B : AIU Insurance Co	19399	INSURER C : Berkshire Hathaway Specialty Insurance Company	22276	INSURER D : National Union Fire Ins. Co.	19445	INSURER E :		INSURER F :	
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**COVERAGES** **CERTIFICATE NUMBER:** ATL-005421752-10 **REVISION NUMBER:** 18

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability applies. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6882249	02/01/2022	02/01/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
D	<b>AUTOMOBILE LIABILITY</b>		7031073 (AOS)	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO		7031074 (MA)	02/01/2022	02/01/2023	BODILY INJURY (Per person) \$
D	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7031075 (VA)	02/01/2022	02/01/2023	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		47-UMO-100146-09	02/01/2022	02/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		65886024 (AOS)	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	65886022 (CA)	02/01/2022	02/01/2023	E.I. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	65886023 (WI)	02/01/2022	02/01/2023	E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The State of West Virginia is included as Additional Insured (except Workers' Compensation) where required by written contract.

## CERTIFICATE HOLDER

The State of West Virginia  
2019 Washington Street, East  
Charleston, WV 25305-0103

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marsh USA Inc.*

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