

February 21, 2012



FLT12006

AT&T
WebTech

By DJ Sigman
Government Account Executive
AT&T
816 Lee Street
Charleston, WV 25301
Phone: (304) 932-8194
Email: ds8355@att.com

February 21, 2012

Krista Ferrell
State of West Virginia
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305

Dear Ms. Ferrell:

On behalf of AT&T, thank you for this opportunity to respond to the State of West Virginia Department of Administration's Request for Quotation (RFQ) #FLT12006 for Automatic Vehicle Location (AVL) devices and services. In these challenging times it is more important than ever - yet increasingly more difficult - to achieve your priority of providing your workforce with the tools and services they need to support cost-effective government that delivers high quality professional services to its citizens. As the nation's leading provider of communications services, AT&T is positioned to provide the West Virginia Department of Administration ("the State") and the users you support with cost-effective and reliable services - backed by experience, support and improved and comprehensive coverage.

Working with AT&T offers the State many advantages and efficiencies:

- **Network** based on GSM/UMTS/HSDPA, a technology offering your users the best overall user experience and cost-effective options for voice and data communications:
 - Fastest 3G network in 350 major markets
 - Unique productivity - capability to handle voice and data simultaneously
 - Most efficient migration path to LTE - backwards compatibility with our 3G HSPA network allows the State to take full advantage of device investments
 - Unlike CDMA, GSM HSPA 7.2 (HSPA+) offers the additional step that provides even more enhanced speeds providing faster coverage now as the LTE build-out continues, superior fall-back speeds and integration outside of LTE footprint
- **Device** selection with experience across a wide portfolio of voice, data and telemetry devices:
 - Largest selection of Wi-Fi-capable devices for access to more than 23,000 hotspots in the U.S. and more than 135,000 hotspots internationally
 - Largest selection of Smartphone devices, including BlackBerry, iPhone and growing Android marketplace
 - Industry leader (more than two times our nearest competitor) in enterprise Smartphone deployments
- **Services** and plans that meet the requirements of this solicitation
 - Voice, Data and Telemetry plans with options for flat rate and pooling as requested
 - An ever-evolving portfolio of plans to support applications that enhance the productivity of your work force and your service to the residents of West Virginia

- o Flexibility to choose the options that best meet requirements at an individual level and a vendor that can help guide each user
- **Support**
 - o Dedicated account team backed by support and technical resources with Government and Education expertise that are focused on State objectives and priorities
 - o World-class online billing and reporting tool
 - o Order and maintenance support via technicians who know your contract, your services and your plans
 - o Most experienced carrier in development and support of enterprise-class wireless solutions
 - o We are consistently recognized by third party evaluation groups as best in class as a mobility provider.

AT&T hopes that you will agree that our offerings provide the best solutions and value to the State. In the event AT&T is fortunate enough to be chosen as one of the State's vendors, AT&T is submitting its AT&T Subsequent Terms and Conditions as part of the RFQ response. The AT&T Subsequent Terms and Conditions set forth the specific terms and conditions associated with the services proposed by AT&T in response to the RFQ to be included as subsequent to the Request for Quotation (RFQ) #FLT12006 for Cellular Phone Service.

AT&T looks forward to the continued growth of our relationship with the State. In the attached proposal, we describe our recommended solution in detail as it applies to your objectives. We look forward to the next steps in this project.

Sincerely,
DJ Sigman Government Account Executive



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

Request for Quotation

RFQ NUMBER

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
12/14/2011						
BID OPENING DATE: 01/26/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-91		
AUTOMATIC VEHICLE LOCATION DEVICES						
REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH AUTOMATIC VEHICLE LOCATION DEVICES PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID WILL BE HELD ON JANUARY 06, 2012 AT 1:00 PM AT THE AGENCY'S LOCATION AT 2101 WASHINGTON STREET, EAST IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. 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/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

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WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						
ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.						
TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.						
DEADLINE FOR ALL TECHNICAL QUESTIONS IS JANUARY 12, 2011 AT THE CLOSE OF BUSINESS.						
ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.						
VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RF SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.						
NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.						
EXHIBIT 10						
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						

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..... SIGNATURE COMPANY DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL						

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BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)						
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE						

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	CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.					
	THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.					
	REV. 05/26/2009					
	PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.					
	EXHIBIT 4					
	LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.					
	REV. 3/88					

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NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: KRISTA FERRELL-FILE 21						
RFQ. NO.: FLT12006						
BID OPENING DATE: 01/26/2012						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

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***** THIS IS THE END OF RFQ FLT12006 ***** TOTAL: _____						
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REQUEST FOR QUOTATION AUTOMATIC VEHICLE LOCATION (AVL) DEVICES AND SERVICES PURCHASE - FLT12006

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting bids for the Fleet Management Office, hereinafter referred to as "FMO", to establish a contract to purchase automatic vehicle location (AVL) devices, data transmission services, accessories, and ancillary equipment for use on state vehicles owned, leased, rented, operated, managed or administered by FMO. **This contract will not be used to purchase cell phones or cell phone accessories.**

1.0 MANDATORY PRE-BID CONFERENCE

- 1.1 A mandatory pre-bid conference shall be conducted on January 6, 2012 at 1:00 p.m. Eastern Standard Time. Said conference will be held at 2101 Washington Street East, Bldg. 17 (Finance Division), Charleston, West Virginia 25305.

2.0 PURPOSE

- 2.1 The purpose of this RFQ is to request bids from responsible vendors with the intent to award a purchase contract to provide automatic vehicle location devices, data transmission services, accessories, and ancillary equipment for use on State vehicles or by state employees. These automatic vehicle location devices and data transmission services shall include the logging and retention of data; wireless transmission of data; and supporting browser client-server application services. Automatic vehicle location devices, ancillary equipment, accessories, and installation services are included, as well as related maintenance, support services, and data transmission service plans. AVL devices shall include devices that are OBD-II and SAE J-1708/J-1939 schema compliant and are CDMA or GPRS data transmission capable. Optional service may include the use of the device as a Wi-Fi enabler (hot spot) for other Wi-Fi capable devices, e.g., GPS device, notebook/notepad/laptop computer, etc. to access the internet or other related data transmission services.
- 2.2 The State presently utilizes approximately 500 AVL devices and approximately 1,200 data devices (Blackberries, Treos, I-Phone, I-Pad, and similar data devices). FMO plans to increase the number of AVL-equipped vehicles by 1,000 vehicles or more over the standard life of the contract (subject to appropriation).

3.0 DEFINITIONS

The below terms shall be herein defined as:

- A. "Agency": Any entity seeking goods/services under this "Contract".

- B. "Ancillary equipment": Ancillary equipment includes devices or components that are interoperable with AVL devices or support AVL browser client-server application and provide an audible or visual signal to the vehicle driver, e.g., Tom-Tom, Garmin (or equivalent) GPS devices with turn-by-turn directions; Green Road (or equivalent) with red, amber, green light and audible beep or voice reminders (accelerometer and gyroscopic alerts, etc.); DriveCam (or equivalent) forward and rearward facing video capture; radio frequency identification devices, e.g., Inverse, Fuel Master, Zonar (or equivalents) to record vehicle utilization, fuel use, and compliance with Federal inspection standards.
- C. "Basic equipment with diagnostics": Basic equipment with engine diagnostic capabilities are powered by the vehicle and include engine on/off detection; accelerometer, gyroscopic, geospatial location capability; may be upgradable to support additional functionality e.g., door open/closed, plow up/down, seatbelt on/off, etc.; and may be interoperable with other non-engine diagnostic devices such as employee tracker with panic feature; GPS device, laptop/notebook/notepad computer; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- D. "Basic equipment without diagnostics": Basic equipment without engine diagnostics are powered by the vehicle, or self-contained device battery, or by car charger and include accelerometer, gyroscopic, geospatial location capability, may be interoperable with other AVL devices allowing for retransmission of a panic signal, use of GPS device; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- E. "Asset tracker": A telematic device that that can be self-powered or powered by a vehicle or ancillary equipment; has no diagnostic capability; can be permanently affixed to an asset, temporarily affixed, or hand-carried; and can be a data logger (see "Data logger" below).
- F. "Automatic vehicle location device": Automatic vehicle location devices (also referred to as telematic devices) are used to log data about a vehicle, asset, or employee and transfer information as data over a distance without the use of enhanced electrical conductors or wires.
- G. "Contract": the binding agreement that is entered into between the State of West Virginia and Vendor(s) to provide the services as herein specified.
- H. "CDMA" or Code Division Multiple Access: A competing cell phone service technology to GSM, which is the world's most widely used cell phone standard.
- I. "Data logger": Any device capable of storing data during periods of intermittent or no data service availability and later transmitting that data when data service is restored to a hub, host, or browser client-server AVL application.
- J. "Data Roaming": Data roaming will apply only when the user is outside of the "home area/local data transmission footprint". Roaming is defined as the area

beyond the bordering counties in adjoining states within the continental United States.

- K. "DSP": Data transmission service plan
- L. "ECU": Engine Control Unit
- M. "GPS": Global Positioning System
- N. "GPSR": Global Positioning System Receiver
- O. "Home area/local data transmission footprint": Geographic West Virginia, and bordering counties located in adjoining states, will be considered the "home area", or local data transmission footprint, for all services related to this RFQ.
- P. "J-1708/J-1939": The standard schema used for serial communications between ECUs on heavy-duty vehicles and also between a computer and the vehicle.
- Q. "Mandatory Requirements": The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.
- R. "Manufacturer": the company who produces the equipment.
- S. "OBD-II": On-board Diagnostic vehicle computer. The OBD-II specification provides for a standardized hardware interface—the female 16-pin (2x8) J1962 connector.
- T. "Ping rate": The intervals or frequency of data transmission by the AVL device during a 60-minute period.
- U. "Roaming Cost": Charges that apply only when the user is outside of the "home area/local data transmission footprint". Roaming is defined as the area beyond the bordering counties in adjoining states within the continental United States.
- V. "SAE": Society of Automotive Engineers
- W. "Sets/kits/outfits": Additional hardware, adapters, or manufacturer-specific tools necessary to install AVL device or ancillary equipment.
- X. "Vendor(s)": The successful bidder(s). Section 7.0, provides additional detail on multiple award procedures.

4.0 SCOPE OF WORK

- 4.1 The Vendor(s) will provide a basic device package for purchase by the State. The equipment package shall include a state-selected device (asset tracker,

employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics), mounting sets/kits/outfits (based on selection), external antenna (based on selection), ancillary equipment (based on selection), battery for asset and employee tracker selection, AC and car adapter/charger for asset and employee tracker selection, device installation (if appropriate), and user manual.

- 4.2 Basic equipment with engine diagnostic capabilities shall be powered by the vehicle and include engine on/off detection; accelerometer, gyroscopic, geospatial location capability; may be upgradable to support additional functionality e.g., door open/closed, plow up/down, seatbelt on/off, etc.; and may be interoperable with other non-engine diagnostic devices such as employee tracker with panic feature; GPS device, laptop/notebook/notepad computer; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- 4.3 Basic equipment without engine diagnostics will be powered by the vehicle, or self-contained device battery, or by car charger and include accelerometer, gyroscopic, geospatial location capability, may be interoperable with other AVL devices allowing for retransmission of a panic signal, use of GPS device; driver behavior monitoring device; and vehicle inspection compliance device (RFID equipped vehicle), etc.
- 4.4 Vendor(s) shall provide the following services at no additional cost.
 - 4.4.1 For data loggers with engine diagnostics: Browser client-server application for real-time reporting of device location, stop-detail, speed, fuel economy or use, odometer, vehicle inspection compliance (RFID equipped vehicle) and engine diagnostic codes. Additional functionality to modify organizational hierarchy/device/driver, use of dynamic application filtering, and ad-hoc reporting including breadcrumb, geofence, landmark, odd-hours, etc.
 - 4.4.2 For data loggers without engine diagnostics: Browser client-server application for real-time reporting of device location, vehicle inspection compliance (RFID equipped vehicle) and stop-detail. Additional functionality to modify organizational hierarchy/device/employee, use of dynamic application filtering, and ad-hoc reporting including breadcrumb, geofence, landmark, odd-hours, etc.
 - 4.4.3 No roaming charges or fees for data transmission service plans within West Virginia and the bordering counties of adjoining states.
 - 4.4.4 Upgrades or downgrades to service plans by FMO as needed, with no limits.

- 4.4.5 Cancellation of service at the end of the regular billing cycle without early termination fees.
- 4.5 Vendor(s) shall activate service on new devices when shipped.
- 4.6 Vendor(s) must provide one or more of the following items. Cost must be identified on the Cost Proposal Bid Sheet.
 - 4.6.1 Asset tracking device without panic feature
 - 4.6.2 Asset tracking device with panic feature
 - 4.6.3 Employee tracking device (key fob) with panic feature
 - 4.6.4 Data logger with engine diagnostics
 - 4.6.5 Data logger without engine diagnostics
 - 4.6.6 Data logger with visual/audible driver alerts and engine diagnostics
 - 4.6.7 Data logger with visual/audible driver alerts and without engine diagnostics
 - 4.6.8 Data logger with video capture and engine diagnostics
 - 4.6.9 Data logger with video capture and without engine diagnostics
 - 4.6.10 Ancillary equipment (GPS device with visual/audible turn-by-turn capability; driver behavior monitoring device; RFID vehicle inspection device; all with unlimited data transmission service plans which may be separate from or included with AVL device data transmission service plans).
 - 4.6.11 Statewide AVL device data transmission service plans will be based on device "ping" rate.
 - 4.6.12 Browser client-server application that can be used to pinpoint the location of an AVL device, provide real-time reporting, modify organizational hierarchy/device/employee, use dynamic application filtering, and ad-hoc reporting interface including breadcrumb, geofence, landmark, odd-hours, inspection compliance (RFID equipped vehicle) etc.
- 4.7 The successful Vendor(s) shall be available to communicate with the Fleet Management Office on regular basis (monthly or quarterly, at FMO's discretion) to discuss the utilization of this contract and any relevant issues.
- 4.8 Application Security:

The Vendor(s)' browser client-server application must provide the ability to provide user authentication, strong passwords, action selection for a maximum number of failed logon attempts, application lock, an inactivity timeout, and certificate delivery.

5.0 REQUIREMENTS: ORDERING, SERVICE, SUPPORT, REPORTING AND BILLING

5.1 Ordering:

5.1.1 The Vendor(s) shall provide activation of new service at no additional charge.

5.1.2 Devices must be signed for at delivery by FMO.

5.2 Service:

5.2.1 The FMO plans to enter into device purchase agreements for an indefinite quantity of automatic vehicle location devices in the various device categories outlined in this RFQ.

5.2.2 The FMO will furnish written orders for devices to be purchased, specifying make, model, and installation requirements including any required modification or upfitting (manufacturer or third party).

5.2.3 The State of West Virginia is not subject to sales tax, usage tax, or personal property tax.

5.2.4 The FMO shall not cause any lien to be attached to any device without the prior written consent of the Vendor. Authority to sign device purchase agreements on behalf of the FMO rests with the Executive Director, FMO and DOA Fleet Manager.

5.2.5 The FMO shall notify the Vendor, in writing, of any change in name, address, ownership or control of the FMO. Such notification to be supplied to the Vendor within fifteen (15) days of such change.

5.3 Support:

5.3.1 Vendor(s) shall provide a toll-free support number coverage, staffed by technical personnel, to answer technical questions.

5.4 Reporting:

5.4.1 Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the FMO. There shall not be any additional charge or commitment for moving a device into a more appropriate data transmission service plan (greater or lesser ping rate per hour). Optimization recommendations must be communicated through a quarterly report. The FMO will use this information for

evaluating AVL and ancillary equipment usage, as provided by the Vendor(s).

- 5.4.2 Vendor(s) shall provide to the FMO an additional monthly report that shows total bytes of usage by AVL device or ancillary equipment serial number, in addition to billing the vehicle using agencies.

5.5 Billing

- 5.5.1 FMO shall have the ability to change data service plans on a particular AVL device at the end of the regular billing cycle without any fee or charge.

- 5.5.2 It will be the responsibility of the successful Vendor(s) to bill the individual spending units based on individual AVL and ancillary equipment requirements. Options may include:

- 5.5.2.1 A separate bill per device requested
- 5.5.2.2 Aggregate billing by agency geographic location
- 5.5.2.3 Aggregate billing for the spending unit

- 5.5.3 This billing shall be provided in a pre-approved format, as agreed upon by both the Vendor(s) and the FMO. These bills will be delivered to the spending unit on a pre-arranged delivery date, mutually agreed upon by the FMO and the Vendor(s). Billing at a minimum should detail, for each AVL device or ancillary equipment on that bill, the following:

- 5.5.3.1 Vehicle number (last six-digits of VIN) or complete VIN (seventeen alpha/numeric characters)
- 5.5.3.2 Device Number
- 5.5.3.3. Office (landline) Number
- 5.5.3.4 Supervisor's Name
- 5.5.3.5. Supervisor's Office (landline) Number
- 5.5.3.6 Department
- 5.5.3.7 Agency Name
- 5.5.3.8 Unit Name
- 5.5.3.9 Organization Number

- 5.5.3.10 Bill to address
- 5.5.3.11 Data transmission service plan level
- 5.5.3.12 Cost of data transmission
- 5.5.3.13 Overage charges, if applicable
- 5.5.3.14 Fees
- 5.5.4 Vendor(s) shall work directly with spending units to resolve billing issues.
- 5.5.5 The State will not pay activation fees, disconnection fees, early termination fees, or roaming fees (within the designated "home area"), as part of this contract.
- 5.5.6 Vendor(s) must include, per AVL device or ancillary equipment number and/or IP address, and all fees (USF, Administrative Fees, etc.). The State cannot pay any tax, fee, or surcharge that is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.

6.0 PROPOSAL FORMAT

The bid format should be as follows:

6.1. Cost Proposal Bid Sheet

- 6.1.1 The Vendor is required to quote a fixed price fee for all required products and services contained in Section 4.0. Specifically, per-device and fixed price per-ping rate or data transmission service plan charges. If no fee will be imposed on the State, the Vendor must indicate by entering "\$0.00" in the appropriate space provided on the Cost Proposal Bid Sheet.
- 6.1.2 Rebates, incentives, discounts, and reporting frequency must be identified using the unit of measures provided on the Cost Proposal Bid Sheet (dollars, percentage, time period, transaction type, etc.).
- 6.1.3 No separate reimbursement will be made to the Vendor(s) for travel, or any other expense or service.

7.0 AWARD

- 7.1 The State reserves the right to award to one Vendor or to split the award to multiple Vendors based on the lowest cost per item.
- 7.2 The Vendor(s) are solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services

offered and products to be delivered under the terms of this contract. The State shall consider the Vendor(s) to be the sole point of contact with regard to all contractual matters. The Vendor(s) may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor(s) are totally responsible for the payment of all subcontractors.

FLT12006

Rev. 09/08

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. **FLT12006**STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE**NOTARY PUBLIC** _____



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

Request for Quotation

RFQ NUMBER

FLT12006

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/24/2012				
BID OPENING DATE: 02/09/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE ANSWERS TO TECHNICAL QUESTIONS INADVERTENTLY OMITTED IN ADDENDUM NO. 1 AND						
2.) EXTEND THE BID OPENING DATE						
BID OPENING DATE IS EXTENDED TO: 02/09/2012						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 2 *****						
0001	1	EA		550-91		
AUTOMATIC VEHICLE LOCATION DEVICES						
***** THIS IS THE END OF RFQ FLT12006 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. 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/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

Automatic Vehicle Location Devices

RFQ FLT12006

Question 1: 4.1 Is video capture a requirement?

Response1: The State intends to award to each equipment category identified in the RFQ. There are two equipment categories that specify video capture (data logger without engine diagnostics and video capture and data logger with engine diagnostics and video capture).

Question 2: 4.3 Is a self-contained battery option mandatory or just an option if not hard wired?

Response2: A self-contained battery option is required if the equipment is not directly powered by the vehicle (hard wired) or cannot be powered through the use of a car charger.

Question 3: 4.4.4 Is this statement referring to standard software upgrades or additional components with new features being added at no charge? Or is this referring to the monthly service plan for the data usage?

Response3: Data service plan.

Question 4: 4.6.10 Does the navigation need to be on a device supplied by us or can it be on a device the driver might already have such as a handset or tablet?

Response 4: Navigation may be on a device the driver might already have, e.g., Garmin (or equivalent).

Question 5: 5.5.2.1 Does the State want a separate invoice for each device or a separate invoice for each department?

Response5: The Vendor is responsible to meet the billing requirements identified in Section 5.5.2.1., i.e., (device, geographic location (division/office), and spending unit).

Question 6: Can a response to the RFQ incorporate equipment/services that the responding vendor has with a partner?

Response 6: Yes, however, vendors may not submit joint bids. Vendor submitting bid assumes all contractual obligations and is responsible for the work performed by a partner or subcontractor.

Question 7: Please explain the difference between a RFQ and RFP.

Response 7:

Request for Quotation (RFQ) - A document, containing the specifications or scope of work and all contractual terms and conditions that is used to solicit written bids. Conformity to specifications and price are the only factors used in the evaluation process. The Purchasing Division's RFQ form is a **WV-17**, with the agency (delegated purchasing) equivalent being a **WV-43** form. Award is made to the lowest

responsible bidder or bidders, as defined in the specifications, meeting all mandatory requirements of said specifications.

Request for Proposals (RFP) - A Best Value Procurement tool used to acquire professional and other services where the scope of work may not be well defined and cost is not the sole factor in determining the award. All criteria by which the bidders will be evaluated must be contained within the bid document. Award is made to the vendor meeting all mandatory specifications and obtaining the highest combined score of technical and cost proposals.

Question 8: Please clarify what you mean by Ancillary Equipment Battery. Is this for Garmin type devices or for standalone battery powered devices for trailer, equipment, etc.?

Response 8: A self-contained battery option is required if the equipment is not powered directly by the vehicle (hard wired) or cannot be powered through the use of a car charger. This requirement applies to all types of devices.

Question 9: On your pricing sheet would you be willing to add a column for different carriers' monthly fees?

Response 9: No.

Question 10: Is this service going to be integrated with and/or interface with other maintenance management and accident management services?

Response 10: Yes.

Question 11: Are you going to require administrative support, custom reports, and consultation?

Response 11: Yes as outlined in the RFQ.



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

Request for Quotation

RFQ NUMBER
FLT12006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/07/2012				

BID OPENING DATE: 02/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE REVISED COST SHEET PER THE ATTACHED. VENDORS REGISTERED WITH THE WV STATE PURCHASING DIVISION MAY DOWNLOAD AN ELECTRONIC VERSION OF THIS PRICING SHEET AT: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM VENDORS NOT REGISTERED WITH THE PURCHASING DIVISION MAY REQUEST AN ELECTRONIC COPY BY CONTACTING KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION AT KRISTA.S.FERRELL@WV.GOV. PLEASE BE SURE TO INCLUDE THE RFQ NUMBER IN THE SUBJECT LINE OF YOUR EMAIL.						
2.) TO EXTEND THE BID OPENING DATE						
BID OPENING DATE IS EXTENDED TO: 02/21/2012 BID OPENING TIME REMAINS:1:30 PM						
***** END ADDENDUM NO. 3 *****						
This Addendum is being faxed for notification only and contains cost sheets which are too large to fax. Copies have been mailed to all vendors attending the mandatory pre-bid meeting.						
0001	1	EA		550-91		
AUTOMATIC VEHICLE LOCATION DEVICES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
FLT12006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

V E N D O R	RFQ COPY
	TYPE NAME/ADDRESS HERE
	AT&T Mobility National Accounts LLC dba:AT&T Mobility
	Attn: Contracts 7229 Parkway Drive Hanover, MD 21076

S H I P T O	DEPARTMENT OF ADMINISTRATION FLEET MANAGEMENT OFFICE 2101 WASHINGTON STREET, EAST BUILDING 17 CHARLESTON, WV 25305
	304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
12/14/2011						
BID OPENING DATE: 01/26/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		550-91		
AUTOMATIC VEHICLE LOCATION DEVICES						
REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH AUTOMATIC VEHICLE LOCATION DEVICES PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID WILL BE HELD ON JANUARY 06, 2012 AT 1:00 PM AT THE AGENCY'S LOCATION AT 2101 WASHINGTON STREET, EAST IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE 301 576-5443		DATE 2/6/2012		
TITLE Director of Customer Contracts		FERN 84-1659970		ADDRESS CHANGES TO BE NOTED ABOVE		

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



State of West Virginia
Department of Administration
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Attn: Contracts
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Hanover, MD 21076

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12/14/2011				
BID OPENING DATE: 01/26/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558- 4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS JANUARY 12, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RF SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 301 576-5443	DATE 2/6/2012
TITLE Director of Customer Contracts	FEIN 84-1659970	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

RFQ NUMBER

FLT12006

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL
304-558-2596

RFQ COPY**TYPE NAME/ADDRESS HERE**

AT & T Mobility National Accounts LLC dba: AT & T Mobility
Attn: Contracts
7229 Parkway Drive
Hanover, MD 21076

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/14/2011				

BID OPENING DATE: 01/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.						
EXHIBIT 10						
REQUISITION NO.: <i>FLT12006</i>						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 <input checked="" type="checkbox"/>						
NO. 2 <input checked="" type="checkbox"/>						
NO. 3 <input checked="" type="checkbox"/>						
NO. 4 <input type="checkbox"/>						
NO. 5 <input type="checkbox"/>						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 301 576-5443	DATE 2/6/2012
TITLE Director of Customer Contracts	FEIN 84-1659970	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

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FLT12006

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

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304-558-2596

RFQ COPY

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AT&T Mobility National Accounts LLC dba: AT & T Mobility
Attn: Contracts
7229 Parkway Drive
Hanover, MD 21076

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/14/2011				

BID OPENING DATE: 01/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
					<i>[Signature]</i> SIGNATURE AT&T Mobility National Accounts LLC dba: AT&T Mobility COMPANY 2/6/2012 DATE	
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>[Signature]</i>	TELEPHONE	301 576-5443	DATE	2/6/2012
TITLE	Director of Customer Contracts	FEIN	84-1659970	ADDRESS CHANGES TO BE NOTED ABOVE	

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Charleston, WV 25305-0130

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

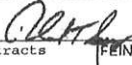
KRISTA FERRELL
304-558-2596

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AT&T Mobility National Accounts LLC dba: AT&T Mobility
Attn: Contracts
7229 Parkway Drive
Hanover, MD 21076

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12/14/2011						
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE 				TELEPHONE 301 576-5443		DATE 2/6/2012
TITLE Director of Customer Contracts				FED 84-1659970		ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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2019 Washington Street East
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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
12/14/2011						
BID OPENING DATE: 01/26/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE 301 576-5443	DATE 2/6/2012	
TITLE Director of Customer Contracts FEIN 84-1659970				ADDRESS CHANGES TO BE NOTED ABOVE		

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7229 Parkway Drive

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12/14/2011						
BID OPENING DATE: 01/26/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: FLT12006</p> <p>BID OPENING DATE: 01/26/2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (301) 576-5443</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Delmar J. Sigman</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE 301 576-5443		DATE 2/6/2012	
TITLE Director of Customer Contracts			FERN 84-1659970		ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

FLT12006

Rev. 09/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☒ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
☒ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: AT & T Mobility National Accounts LLC dba: AT & T Mobility Signed: 

Date: 2/6/2012 Title: Director of Customer Contracts

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. **FLT12006**STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

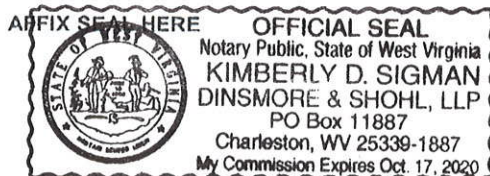
DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATUREVendor's Name: AT & T Mobility National Accounts LLC dba: AT & T MobilityAuthorized Signature: *[Signature]* Date: 2/21/2012State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 21st day of February, 2012My Commission expires October 17, 2020

NOTARY PUBLIC

[Signature]

AT&T Subsequent General Terms and Conditions

AT&T Subsequent Terms and Conditions ("Supplement" or "Agreement"), sets forth the terms that apply to the State of West Virginia ("Customer" or "State") and AT&T with respect to the State of West Virginia Department of Administration's Request for Quotation #CPHONE11 for Cellular Phone Service (the "RFQ"). AT&T respectfully request that this Agreement/Supplement which sets forth the specific terms and conditions associated with the services proposed by AT&T in response to the RFQ, be included as a Supplement to the Request for Quotation (RFQ) #CPHONE11 for Cellular Phone Service.

This Agreement/Supplement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under the RFQ, including any Attachments, Optional Programs attached to or referencing this Supplement ("Services"). Other Services may be provided by signing additional Attachments. AT&T's standard wireless service offerings are described in other documents identified in this Supplement.

AT&T will provide the Services to Customer and its End Users in accordance with this Supplement.

Notwithstanding any provision in the Supplement or in any Attachment, End Users may receive the Services as Corporate Responsibility Users (CRU) only. The Services are subject to the AUP.

AT&T will provide the Services to Customer and its End Users in accordance with this Supplement.

1. Service.

1.1 AT&T Markets. Service is available for purchase only in AT&T Markets, as may be modified by AT&T from time to time.

1.2 Availability/Interruption. Service will be available only within the operating range of each Carrier's wireless system in AT&T Markets and where roaming is available through other carriers (each, a "Service Area"). AT&T may from time to time add or delete Service Areas, and AT&T may terminate Service to Customer's CRU(s) in any such deleted Service Area. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, AT&T does not guarantee Customer uninterrupted Service. Unless prohibited by law, Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. AT&T may block access to certain categories of numbers (e.g., 976, 900 and international destinations) at its sole discretion. In addition, AT&T may interrupt or terminate Service without notice: (a) for any conduct that AT&T believes violates this Agreement or any terms and conditions of Customer's Plan; (b) if Customer's representative or CRU behaves in an abusive, derogatory, or similarly unreasonable manner with any of AT&T's representatives; (c) for Customer's nonpayment of charges, provision of inaccurate credit information, and/or refusal to pay any requested advance payment or deposit when AT&T believes that Customer's credit has deteriorated; or (d) if AT&T has reasonable cause to believe that Customer's Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect the Service, AT&T's owned network or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by other customers, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk or a violation of privacy.

2. Plans; Sales Information. Customer may choose from Voice Service and Wireless Data Service. The pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer selected when Service is activated or changed. End Users must qualify for the chosen Service. If End Users lose their eligibility for a particular Plan, AT&T may change their Plan to one for which they qualify. Customer is subject to the terms and conditions set forth in the Enterprise Customers: Additional Service

and Equipment Related Terms found at att.com/abs-addtl-terms, as well as applicable product-specific pricing and/or additional product-specific terms and conditions set forth in (i) separate product briefs and rate brochures, (ii) at att.com/abs-addtl-terms or wireless.att.com/businesscenter (or such other site that AT&T may designate), and/or (iii) in other AT&T marketing materials. Such Enterprise Customers: Additional Service and Equipment Related Terms and other online and printed product materials are referred to collectively in the Agreement as "Sales Information" and incorporated herein by reference. Customer can contact its AT&T representative for copies of the Sales Information. Service (including without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or Service Areas) is subject to change without notice. Any provisions in the terms and conditions governing the Plan, feature, promotion or other offer which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of this Agreement.

3. Equipment. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. Customer is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when CRUs are traveling internationally with Customer's Equipment.

3.1 Shipping, Title and Risk of Loss. Subject to availability, and AT&T's receipt of complete order information, AT&T will ship Equipment ordered by Customer and/or its End Users to the address specified in the order within two (2) to five (5) business days of AT&T's receipt of the order. Title and risk of loss will pass to Customer upon delivery of the Equipment to the address specified in the order.

4. Activation and Other Processes.

4.1 Service and Equipment. Customer will follow the policies and processes established by AT&T to purchase, activate, migrate, terminate, or otherwise modify a Service, including without limitation AT&T Mobile Services and Equipment, as may be modified from time to time. AT&T may reasonably rely on the authority of any person who executes an order on Customer's behalf.

4.2 Supplemental Services. Contingent upon third parties accepting the State of West Virginia General Terms & Conditions, AT&T may also make available to Customer certain services, features or software applications provided by third parties ("Supplemental Services"), which the third parties have authorized AT&T to resell to Customer and distribute to Customer, or provide Customer with instructions to obtain, the third party's end user license agreement ("EULA") and associated warranties and/or maintenance service terms, if any. Available Supplemental Services are listed at att.com/abs-addtl-terms, as modified by AT&T from time to time, and may include, without limitation, products that enable fleet tracking, mobile productivity, or workforce automation and/or messaging, email, email forwarding or other server software-based services. Customer acknowledges that (a) Customer is subject to the rates, terms and conditions set forth in the applicable Sales Information for the Supplemental Services selected by Customer and/or its CRUs, as such rates, terms and conditions may be modified by AT&T from time to time, all of which are contingent upon third parties accepting the State of West Virginia General Terms & Conditions, and (b) Customer is also subject to the third party's EULA and other terms and conditions for any Supplemental Service selected by Customer and/or its CRU. Supplemental Services are subject to change without notice.

5. Payment and Charges.

5.1 Payment. Customer must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, activation, optional feature charges, license fees, toll, collect call and directory assistance charges, Equipment, Supplemental Services, and any other charges or calls billed to a CRU's phone number. Customer may be billed for multiple types of usage simultaneously. Customer must also pay applicable taxes and governmental fees (regardless of whether they are imposed on Customer, a CRU, AT&T or a Carrier), administrative and late payment fees, restoral and reactivation charges, and any Other Monthly Charges (as defined below). Payment is due upon receipt of the invoice.

5.1.1 Other Monthly Charges. In addition to the monthly cost of the Plan and any selected features, AT&T imposes the following charges: (a) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (b) a gross receipts surcharge, (c) state and federal universal service charges, and (d) other governmental assessments on AT&T. These fees are not taxes or government-required charges. Customer understands and agrees that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon Customer, may be increased based upon the government's or AT&T's calculations.

5.2 Charges. Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if Service is terminated on other than the last day of the applicable billing cycle. All data and messaging allowances must be used in the billing period in which the allowance is provided. Billing of usage for calls, messages, data or other services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from Anytime monthly minutes or other Service allotments for the month when the usage is actually billed, and may result in additional charges for that month.

5.2.1 Voice Service Charges. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with AT&T's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by AT&T's facilities and the call disconnect signal has been confirmed.

5.2.2 Wireless Data Service Charges. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. Customer is responsible for all Wireless Data Service usage sent through AT&T's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. If Customer or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Usage on networks not owned by AT&T is limited as provided in Customer's Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on AT&T's wireless network and the wireless networks of other companies with which AT&T has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

5.3 Software. Any software licensed separately by AT&T to Customer and/or its CRUs for use with the Service will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software. For the avoidance of doubt, software referred to herein does not include Software (as defined in the Enterprise Customers: Additional Service and Equipment Related Terms found at att.com/abs-addtl-terms) or any Supplemental Service.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

6.1 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND INFORMATION. AT&T DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. AT&T IS NOT THE MANUFACTURER OF EQUIPMENT PURCHASED BY OR PROVIDED TO CUSTOMER IN CONNECTION WITH USE OF THE SERVICE.

6.2 Limitation of Liability.

(a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS IN THE SERVICE THAT LAST MORE THAN TWENTY-FOUR (24) HOURS, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL IN NO EVENT EXCEED THE RECURRING SERVICE CHARGES FOR THE PERIOD DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURS AND CONTINUES. IN NO EVENT SHALL AT&T BE LIABLE TO CUSTOMER FOR ANY DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS THAT LAST LESS THAN TWENTY FOUR (24) HOURS.

(b) §7.2(a) WILL NOT APPLY TO:

(i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;

(ii) BREACH OF §12 (Publicity and Advertising) OR §13.6 (Confidential Information); OR

(iii) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(c) NEITHER AT&T NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

6.3 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICE WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, END USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK, OR SYSTEMS.

6.4 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of AT&T, Customer and their respective Affiliates, employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this §7 will survive failure of any exclusive remedies provided in this Agreement.

7. Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

8. Use of Service.

8.1 Changes to Numbers. Except as otherwise provided by law, Customer has no property rights to any Number and AT&T may change any such Number.

8.2 Fraud Prohibited. Customer and its respective CRUs and IRUs (if applicable) will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. Customer is responsible for all charges incurred until Customer or its CRU reports the theft or loss to AT&T

8.3 Acceptable Use; Restrictions Regarding Service. All use of AT&T's wireless network and Service is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information.

8.4 Ownership. AT&T owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by AT&T in the provision of Service to AT&T customers. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require AT&T to maintain control over any transmitting device that operates within AT&T's assigned frequencies. Neither Customer nor any of its Affiliates may install any amplifier, enhancer, repeater or other device or system on AT&T's wireless network or frequencies without AT&T's prior written approval.

8.5 Content. Customer is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of AT&T's systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of AT&T's systems ("Content"). Customer has sole responsibility for any losses resulting from Customer's or CRUs' downloading, access to, or use of any third-party Content, or from Customer's or CRUs' access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, AT&T may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act.

8.6 Customer's Notices to End Users. Customer will advise all its End Users that they must read all collateral materials concerning Service and use of the Equipment, including, without limitation, any additional printed materials and consumer information reasonably requested by AT&T from time to time. Customer agrees to provide its respective CRUs' Place of Primary Use ("PPU") when ordering Service on behalf of such person(s). If a CRU doesn't provide AT&T with a PPU, or if it falls outside AT&T's licensed Service Area, AT&T may reasonably designate a PPU within the licensed Service Area

for such CRU. Each CRU must live and have a mailing address within AT&T's owned network coverage area.

8.7 Location-Based Services. AT&T collects information about the approximate location of Equipment in relation to AT&T's cell towers and the Global Positioning System ("GPS"). AT&T uses that information, as well as other usage and performance information also obtained from AT&T's network and the Equipment, to provide Voice Services and Wireless Data Services and to maintain and improve AT&T's network and the quality of customers' wireless experience. AT&T may also use location information to create aggregate data from which End Users' personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. It is Customer's responsibility to notify all CRUs on Customer's account that AT&T may collect and use location information from their Equipment. The Equipment is also capable of purchasing and using optional goods, content and services (at Customer's request or the request of a CRU on Customer's account) offered by AT&T or third parties that make use of the Equipment's location information ("Location-Based Services"). Customer should review, and will advise all of its CRUs to read, the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Customer and its CRUs may refer to AT&T's privacy policy at att.com/privacy for additional details

8.8 AT&T 411 Info. AT&T's directory assistance service (411) may use the location of Equipment to deliver relevant customized 411 information based upon an End User's request for a listing or other 411 service. Customer understands, and will advise all of its CRUs, that by using this directory assistance service, the CRU is consenting to AT&T's use of the CRU's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Customer and its CRUs may refer to AT&T's privacy policy at att.com/privacy for additional details.

8.9 American Recovery and Reinvestment Act. In the event that Customer uses any funds appropriated under the ARRA to pay for any Services provided under this Agreement, the parties acknowledge that AT&T will be acting as a vendor (as that term is used in the regulations implementing ARRA) when providing such Services. Unless otherwise specified in writing, AT&T will have no obligations other than those required of a vendor.

9. Miscellaneous.

9.1 Compliance with Laws. AT&T and Customer agree to comply with all applicable federal, state and local laws and regulations in the performance of their respective obligations under this Agreement.

9.2 Entire Agreement. Any change, modification or waiver of any of the terms and conditions of the Agreement will not be binding unless made in a writing manually signed by both parties.

9.3 Governing Law. This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the State of West Virginia. Where Service terms and conditions are regulated by a state agency or the FCC, the applicable regulations are available for inspection. If there is any inconsistency between the Agreement and those regulations, this Agreement will be deemed amended as necessary to conform to such regulations.

9.4 Severability. If any portion of this Agreement is found to be unenforceable, the remaining portions will remain in effect and the parties will begin negotiations for a replacement of the invalid or unenforceable portion.

9.5 Survival. The terms and provisions of this Agreement which by their nature require performance by either party after the termination or expiration of this Agreement, including, but not limited to, limitations of liability, exclusions of damages, and indemnities, will be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

9.6 Third Party Beneficiaries. Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

9.7 No Waiver. Neither the acceptance by AT&T of any payment, partial payment or any other performance by Customer, nor any act or failure of AT&T to act or to exercise any rights, remedies or options in any one or more instances will be deemed a waiver of any such right, remedy or option or of any breach or default by Customer then existing or thereafter arising. No claimed waiver by AT&T of any rights, remedies or options will be binding unless the same is in a writing signed by AT&T.

9.8 Remedies Nonexclusive. Except where otherwise expressly provided, no remedy conferred upon either party in the Agreement is intended, nor shall it be construed, to be exclusive of any other remedy provided in the Agreement or as allowed by law or in equity; rather, all such remedies shall be cumulative.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of sixty (60) days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T Mobility National Accounts LLC.

Terms and Conditions—Unless otherwise stated herein, this proposal is conditioned upon the AT&T Subsequent General Terms and Conditions be incorporated and apply to all services and equipment Customer buys from AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to the AT&T Subsequent General Terms and Conditions. Any changes or variations in AT&T Subsequent General Terms and Conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Mobility National Accounts LLC, an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

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AT&T – Special Offer

One Time Retention Credit

Account Credit

- If 500+ CRU lines are active on Fleet Management AMAs on a single FAN at the end of 12 months, the State of West Virginia will receive a \$10,000 one-time lump sum retention credit. Sales is responsible for tracking, implementing, and reporting retention credits. Credits are applied per FAN and any FAN with 500+ lines can receive the credit.

Danielle Hanson
Senior ICB Pricing Manager
AT&T Mobility
Work: 404-986-0617
Mobile: 404-539-2426

AT&T Pooled Telemetry Connect Plans

Title	Price	Code	WV Price
<u>Pooled Telemetry Connect - 10MB</u>	\$20.99	PTCI	\$12.99
<u>Pooled Telemetry Connect - 1MB</u>	\$8.99	PTCJ	\$5.69
<u>Pooled Telemetry Connect - 2MB</u>	\$11.99	PTCK	\$5.99
<u>Pooled Telemetry Connect - 3MB</u>	\$13.99	PTCL	\$6.49
<u>Pooled Telemetry Connect - 4MB</u>	\$15.99	PTCM	\$7.19
<u>Pooled Telemetry Connect - 5MB</u>	\$17.99	PTCN	\$7.99

AT&T Proprietary (Internal Use Only)
Not for use or disclosure outside the AT&T companies
except under written agreement

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (\$/minute ping rate)	Data Transmission Service Plan Discount (\$/minute ping rate)	Net Data Transmission Service Plan Cost (\$/minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Asset Tracker #___ without Panic Feature																			
Manufacturer	Webtech Wireless																		
Model		WT2100/2110																	
CDMA Device Cost			50	\$218		\$218	\$0												\$0
GPRS Device Cost			50	\$218		\$218	\$218												\$10,900
Battery Cost			50			\$0	\$0												\$0
Antenna Cost			50			\$0	\$0												\$0
Car Charger Cost			50			\$0	\$0												\$0
Kits/Sets/Outfits Cost			50			\$0	\$0												\$0
Installation Cost			50				\$75		\$75	\$6									\$3,750
DSP Cost (5-minute ping)			50									\$6							\$300
Roaming Cost			50												\$0				\$0
Browser client-server application			50													\$9		\$9	\$450
Total																			\$15,400

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.
 Roaming Cost – Cost of Roaming if out of state.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Employee Tracker (key fob) #____ with Panic Feature																			
Manufacturer	Webtech Wireless																		
Model		WT7000																	
CDMA Device Cost			50			\$0													\$0
GPFS Device Cost			50	\$454		\$454													\$22,700
Battery Cost			50			\$0													\$0
Antenna Cost			50			\$0													\$0
Car Charger Cost			50			\$0													\$0
Kits/Sets/Outfits Cost			50			\$0													\$0
Installation Cost			50				\$185		\$185										\$9,250
DSP Cost (5-minute ping)			50							\$8		\$8							\$400
Roaming Cost			50										\$0						\$0
Browser client-server application			50													\$20		\$20	\$1,000
Total																			\$33,350

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.

DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.

Roaming Cost – Cost of Roaming if out of state.

Product	Service	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Data Logger # _____ with Engine Diagnostics																				
Manufacturer		Webtech Wireless																		
Model			WT7000																	
CDMA Device Cost OBD-II				500			\$0													\$0
CDMA Device Cost J1708/J1830				500			\$0													\$0
GPRS Device Cost OBD-II				500	\$499		\$499													\$249,500
GPRS Device Cost J1708/J1830				500	\$349		\$349													\$174,500
Battery Cost				500			\$0													\$0
Antenna Cost				500			\$0													\$0
Car Charger Cost				500			\$0													\$0
Kits/Sets/Outfits Cost				500			\$0													\$0
Installation Cost				500				\$135		\$135										\$67,500
DSP Cost (5-minute ping)				500							\$8									\$3,995
Roaming Cost				500																\$0
Browser client-server application				500																\$20
																				\$10,000
																				\$505,495

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.
 Roaming Cost – Cost of Roaming if out of state.

Product / Service	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Cost (1-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client Server Application Cost	Browser Client Server Application Discount	Net Browser Client Server Application Cost	Total Cost
Data Logger # _____ without Engine Diagnostics																		
Manufacturer	Webtech Wireless																	
Model		WT7000																
CDMA Device Cost			7000			\$0												\$0
GPS Device Cost			7000	\$324		\$324												\$2,268,000
Battery Cost			7000			\$0												\$0
Antenna Cost			7000			\$0												\$0
Car Charger Cost			7000			\$0												\$0
Kit/Setup/Outfit Cost			7000			\$0												\$0
Installation Cost			7000				\$100		\$100	\$100								\$700,000
DSP Cost (5-minute ping)			7000								\$6	\$6						\$41,930
Roaming Cost			7000											\$0				\$0
Browser client-server application			7000														\$18	\$126,000
Total																		\$5,135,930

Basic Package - Device (seat tracker, employee tracker, data logger with engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 DSP - 1.2 pings per second or unlimited data transmission for auxiliary equipment.
 Roaming Cost - Cost of Roaming 1000 of Data.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Data Logger with Visual/Audible Driver Alerts and with Engine Diagnostics #																			
Manufacturer	Webtech Wireless																		
Model		WT7000 / MDT3100																	
CDMA Device Cost OBD-II			50			\$0													\$0
CDMA Device Cost J1708/J1930			50			\$0													\$0
GPRS Device Cost OBD-II			50	\$1,378		\$1,378													\$68,900
GPRS Device Cost J1708/J1930			50	\$1,228		\$1,228													\$61,400
Battery Cost			50			\$0													\$0
Antenna Cost			50			\$0													\$0
Car Charger Cost			50			\$0													\$0
Kits/Seals/Outfits Cost			50			\$0													\$0
Installation Cost			50				\$210		\$210										\$10,500
DSP Cost (5-minute ping)			50							\$13		\$13							\$650
Roaming Cost			50										\$0						\$0
Browser client-server application			50													\$39		\$39	\$1,950
Total																			\$143,400

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.

DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.

Roaming Cost – Cost of Roaming if out of state.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Data Logger with Visual/Audible Driver Alerts and without Engine Diagnostics #																			
Manufacturer	Webtech Wireless																		
Model		WT7000 / MDT3100																	
CDMA Device Cost			2000			\$0													\$0
GPRS Device Cost			2000	\$1,203		\$1,203													\$2,406,000
Battery Cost			2000			\$0													\$0
Antenna Cost			2000			\$0													\$0
Car Charger Cost			2000			\$0													\$0
Kits/Sets/Outfits Cost			2000			\$0													\$0
Installation Cost			2000				\$175		\$175			\$175							\$350,000
DSP Cost (5-minute ping)			2000							\$13		\$13							\$25,980
Roaming Cost			2000												\$0				\$0
Browser client-server application			2000													\$39		\$39	\$78,000
Total																			\$2,859,980

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.
 Roaming Cost – Cost of Roaming if out of state.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Data Logger with Video Capture and with Engine Diagnostics # _____																			
Manufacturer																			
Model																			
CDMA Device Cost OBD-II			50			\$0													\$0
CDMA Device Cost J1708/J1930			50			\$0													\$0
GPRS Device Cost OBD-II			50			\$0													\$0
GPRS Device Cost J1708/J1930			50			\$0													\$0
Battery Cost			50			\$0													\$0
Antenna Cost			50			\$0													\$0
Car Charger Cost			50			\$0													\$0
Kits/Sats/Outfits Cost			50			\$0													\$0
Installation Cost			50						\$0										\$0
DSP Cost (5-minute ping)			50									\$0							\$0
Roaming Cost			50												\$0				\$0
Browser client-server application			50															\$0	\$0
Total																			\$0

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.

DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.

Roaming Cost – Cost of Roaming if out of state.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (\$/minute ping rate)	Data Transmission Service Plan Discount (\$/minute ping rate)	Net Data Transmission Service Plan Cost (\$/minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Data Logger with Video Capture and without Engine Diagnostics # _____																			
Manufacturer																			
Model																			
CDMA Device Cost OBD-II			200			\$0													\$0
CDMA Device Cost J1708/J1930			200			\$0													\$0
GPRS Device Cost OBD-II			200			\$0													\$0
GPRS Device Cost J1708/J1930			200			\$0													\$0
Battery Cost			200			\$0													\$0
Antenna Cost			200			\$0													\$0
Car Charger Cost			200			\$0													\$0
Kits/Sets/Outfits Cost			200			\$0													\$0
Installation Cost			200						\$0										\$0
DSP Cost (5-minute ping)			200									\$0							\$0
Roaming Cost			200													\$0			\$0
Browser client-server application			200															\$0	\$0
Total																			\$0

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.
 Roaming Cost – Cost of Roaming if out of state.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (\$/minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (\$/minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Ancillary Equipment Battery # ____																			
Manufacturer	Webtech Wireless																		
Model		Internal Battery																	
CDMA Device Cost OBD-II																			
CDMA Device Cost J1708/J1930																			
GPRS Device Cost OBD-II																			
GPRS Device Cost J1708/J1930																			
Battery Cost			50	\$35		\$35													\$1,750
Antenna Cost																			
Car Charger Cost																			
Kits/Sets/Outfits Cost																			
Installation Cost																			
DSP Cost (5-minute ping)																			
Roaming Cost																			
Browser client-server application																			
Total																			\$1,750

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.
 Roaming Cost – Cost of Roaming if out of state.

Product / Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (\$/minute ping rate)	Data Transmission Service Plan Discount (\$/minute ping rate)	Net Data Transmission Service Plan Cost (\$/minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Ancillary Equipment Battery #_____																			
Manufacturer	Webtech Wireless																		
Model		GPS std Long																	
CDMA Device Cost OBD-II																			
CDMA Device Cost J1708/J1930																			
GPRS Device Cost OBD-II																			
GPRS Device Cost J1708/J1930																			
Battery Cost																			
Antenna Cost			50	\$47		\$47													\$2,350
Car Charger Cost																			
Kits/Sets/Outfits Cost																			
Installation Cost																			
DSP Cost (5-minute ping)																			
Roaming Cost																			
Browser client-server application																			
Total																			\$2,350

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.
 Roaming Cost – Cost of Roaming if out of state.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission in Service Plan Cost (\$5-minute ping rate)	Data Transmission in Service Plan Discount (\$5-minute ping rate)	Net Data Transmission in Service Plan Cost (\$5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Ancillary Equipment Battery # ____																			
Manufacturer	Weblech Wireless																		
Model		Wireless Key Fob																	
CDMA Device Cost OBD-II																			
CDMA Device Cost J1708/J1930																			
GPRS Device Cost OBD-II																			
GPRS Device Cost J1708/J1930																			
Battery Cost																			
Antenna Cost																			
Car Charger Cost			50	\$105		\$105													\$5,250
Kits/Sets/Outfits Cost																			
Installation Cost																			
DSP Cost (5-minute ping)																			
Roaming Cost																			
Browser client-server application																			
Total																			\$5,250

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.
 Roaming Cost – Cost of Roaming if out of state.

Product Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (\$/minute ping rate)	Data Transmission Service Plan Discount (\$/minute ping rate)	Net Data Transmission Service Plan Cost (\$/minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Ancillary Equipment Battery # _____																			
Manufacturer	Webtech Wireless																		
Model		Wired Panic																	
CDMA Device Cost OBD-II																			
CDMA Device Cost J1708/J1630																			
GPRS Device Cost OBD-II																			
GPRS Device Cost J1708/J1630																			
Battery Cost																			
Antenna Cost																			
Car Charger Cost																			
Kits/Sets/Outfits Cost			50	\$30		\$30													\$1,500
Installation Cost																			
DSP Cost (5-minute ping)																			
Roaming Cost																			
Browser client-server application																			
Total																			\$1,500

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.
 Roaming Cost – Cost of Roaming if out of state.

Package description	Locator	Activation	Installation	MRC			
AT1 Asset Tracking without Panic Feature Price \$218.00	WT2110 / WT2100 \$180.00		Webtech \$38.00	24 hr \$9.00 1 hr \$12.00 5 minute \$14.00			
\$75.00							
Package description	Locator	Panic button	vehicle bus type	Locator enable	Activation	Installation	MRC's
ET1 Asset Tracker with Wireless Panic button & Jbus Price \$454.00	Wt7000E	Wireless \$310.00	Jbus/CAN \$105.00	Jbus/can \$0.00	\$25.00	Webtech \$14.00	\$100.00 35 50 \$185.00
Package description	Locator	vehicle bus type	Locator enable	Activation	Installation	MRC's	
DL1 Data Logger with engine diagnostics OBDII Price \$499.00	Wt7000E	OBDDII \$150.00	OBDDII	\$25.00	Webtech \$14.00	\$100.00 35 \$135.00	
Package description	Locator	vehicle bus type	Locator enable	Activation	Installation	MRC's	
DL1 Data Logger with engine diagnostics Jbus Price \$349.00	Wt7000E	Jbus/CAN \$0.00	Jbus/can \$0.00	\$25.00	Webtech \$14.00	\$100.00 35 \$135.00	
Package description	Locator	Activation	Installation	MRC's			
DL2 Data Logger with NO engine diagnostics Price \$324.00	Wt7000E \$310.00		Webtech \$14.00	\$100.00 \$18.00 \$100.00			
Package description	Locator	Driver Alerts	vehicle bus type	Locator enable	Activation	Installation	MRC's
Data Logger with visual/audibal driver alerts with engine diagnostics OBDII / MDT3100 DLVA1 Price \$1,378.00	Wt7000E	MDT3100 \$310.00	OBDDII \$810.00 \$12.00 \$12.00 \$45.00	OBDDII / Accelerometer \$150.00	\$25.00	Webtech \$14.00	\$100.00 35 75 \$210.00 \$24.00 \$15.00 \$39.00
Package description	Locator	Driver Alerts	vehicle bus type	Locator enable	Activation	Installation	MRC's

Get the Power of Webtech Quadrant from AT&T to Manage Your Fleet

Webtech Quadrant from AT&T (Quadrant) is a powerful web-based location and telematics solution suited to help managers of government fleets do more with less.

It gives you the measurement and reporting tools you need to lower costs, increase efficiency and safety, deliver enhanced service to constituents, and meet regulatory and environmental standards.

Quadrant's state-of-the-art Locator devices are installed in any type of heavy- or light-duty vehicle. The Locator transmits location and status information to Quadrant Manager, a powerful web-based application that allows fleet managers – and your organization – to make faster and better decisions.

A Feature-Rich Platform

Quadrant gives managers a wealth of reports and analytical capabilities, with as little or as much information as they need.

Automatic Vehicle Location (AVL)

With Quadrant, fleet managers know in real-time exactly where every asset is, what it is doing and how it's operating. Quadrant also delivers historical data in the form of fleet-wide summaries and detailed vehicle drill-down reports, which enable you to quickly adapt to changing situations, pinpoint where you can improve operations and plan for greater long-term benefits.

Fuel Consumption

Quadrant helps you effectively manage fuel consumption by keeping tabs on key performance indicators such as mileage, fuel consumption, fuel economy, idling, speeding, harsh braking, sharp acceleration and

engine over-revving. Idling times alone can be reduced by as much as 90%, which can save thousands of dollars a year per vehicle. Government organizations implementing green plans can use this information to help meet environmental targets.

Improved driver training can also save fleets 5% to 20% on fuel bills, and Quadrant gathers actual data on driver performance so that driver training programs can be customized using realistic scorecards and incentives.

Maintenance

Quadrant can help you track critical maintenance information for every vehicle in your fleet and provide that information in reports and alerts to proactively schedule maintenance, reduce repair costs, prolong vehicle life and preserve resale values. Quadrant also integrates with state remote smog check programs.

Fleet Utilization

Quadrant tracks all the necessary data so you can select the best route, respond to customer demands, and find the most appropriate vehicle or driver for each job. You can also produce easy-to-scan charts to compare individual vehicles to identify patterns that may need to be remedied.

Quadrant differentiates itself from the competition with its robust landmark and geo-fencing capabilities. With Quadrant, you have the power to manage thousands of user-defined landmarks and geo-fences and easily monitor time spent at and between locations, enforce policies and restrictions, and improve security.

Features

- Real-time vehicle monitoring and mapping to enhance productivity and service delivery
- Comprehensive reporting and analysis tools for better decision making and planning
- Full mapping interface using Google Maps® or your own proprietary map data
- Real-time, event-based alerts (e.g. geo-fence crossings and after-hours usage)
- Electronic driver log, hours of service (HOS) and CSA2010 compliant
- Integration with existing systems – sensory and vehicle control, dispatch, billing and maintenance systems
- Completely scalable platform.
- Multiple types of light and heavy-duty vehicles supported



Work Time Management

You can increase driver job satisfaction and accounting productivity by easily tracking work hours and detailed daily activity. Optional Driver IDs automatically identify operators for time management, security, and performance applications, including applications where vehicles are used for both on-duty and off-duty purposes.

Subcontracting

Quadrant can help you track the activity of third-party contractors so that you can compare actual mileage and time spent on the job against billing.

Dispatching: Near Real-time Status and Control

With Quadrant, dispatchers can easily see the location of their vehicles – to find the nearest vehicle at a glance, optimize routing and service delivery, respond to inquiries from constituents and enhance security and safety for drivers.

Safety and Security

Real-time messaging and mapping can help you locate your people and resources quickly in case of an emergency or possible theft. These features, as well as optional Driver ID, Panic Buttons, and other Lone-Worker Safety devices, bring a new level of safety and security to your operations.

Insurance and Risk Mitigation

Quadrant's advanced geo-fencing alerts ensure that security breaches or stolen vehicles are reported instantly. And Quadrant's accident reconstruction capabilities provide second-by-second data before, during, and after an incident, all of which may help reduce insurance premiums, claims and recovery costs.

Service Delivery

Government organizations using Quadrant report a much higher level of constituent satisfaction and reduced inquiries and complaints. Since staff and vehicles can be closely monitored, adding or rerouting a vehicle to solve an unforeseen problem is easy.

Systems Integration

Quadrant responds to the needs of federal, state and municipal governments. It's flexibility makes it the ideal choice in mixed fleet applications, or when integration with proprietary mapping, data-push and GIS is required. Advanced telematics capabilities allow for electromechanical status reporting on a wide range of heavy-duty equipment such as snowplows, maintenance and waste disposal vehicles.

Quadrant easily shares data with other software programs and third-party applications, providing seamless integration with your organization's existing systems. Whatever the government fleet situation or application, Quadrant is the choice for remote fleet management and is supported by AT&T's extensive mobile network.

Contact your AT&T representative today to learn how Quadrant can help you manage your fleet, and transform your organization.

For more information contact an AT&T Representative or visit www.att.com/business.

Important Information

Requires activation on a qualified rate plan per device. Coverage: Wireless coverage is not available in all areas. Speed, accuracy and completeness of data transmitted wirelessly is not guaranteed. When a device is outside the wireless coverage area, access to information is limited to what is resident in the device. For wireless data coverage map visit www.att.com. Additional Terms: Use of wireless service is also subject to terms and conditions which may be found in the business agreement between customer and AT&T, in the rate plan brochures, coverage maps and elsewhere. Use of the Quadrant services is subject to Webtech's terms and conditions found at http://resources.webtechwireless.com/ATT/doc/ATT-WTW_TC_Warranty.pdf. Customer is responsible for notifying its employees that their location may be tracked.



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Terms and Conditions

THE TERMS AND CONDITIONS SET FORTH ON THIS FORM CONSTITUTES THE ENTIRE AGREEMENT (THE "AGREEMENT") BETWEEN WEBTECH WIRELESS, INC. ("WEBTECH") AND BUYER ("BUYER"). WEBTECH WILL NOT BE BOUND BY ANY TERMS OF BUYER'S ORDER THAT ARE INCONSISTENT WITH THE TERMS HEREIN. ACCEPTANCE BY BUYER OF THESE TERMS MAY BE MADE BY: (1) WRITTEN ACCEPTANCE OF THESE TERMS, (2) PLACEMENT OF A PURCHASE ORDER THAT REFERS TO A VALID QUOTATION OR (3) RECEIPT BY BUYER OF DELIVERY OF ANY WEBTECH PRODUCTS DESCRIBED ON THE FACE OF THIS FORM OR OTHERWISE ("PRODUCTS") AND FAILURE BY BUYER TO RETURN THE PRODUCTS WITHIN FIVE DAYS FOLLOWING SUCH DELIVERY.

1. General: The terms and conditions of sale contained herein apply to all quotations made and purchase orders accepted. Acceptance of Buyer's order will be made only on the express understanding and condition that insofar as the terms and conditions in this Agreement conflict with any terms and conditions in Buyer's order, the terms and conditions of this Agreement shall govern.

2. Installation: Unless otherwise stated, all quotations include a nominal fee for a "Standard Installation" of the Products. The parties shall each make commercially reasonable efforts to schedule and complete "Standard Installation" of the Products within thirty days (30) days of receipt of product by Buyer. Standard Installation includes installation of a purchased Locator in the kick panel, trunk (interior locations), over cab area in cowl, under the front seat or dash. Standard Installation includes the installation of GPS receiver. Standard Installation hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday, Buyer's local time. For any installation that is not a Standard Installation, Buyer may be charged an incremental fee. Buyer acknowledges that, in connection with the installation and maintenance of the Products, WebTech or its assignees, agents and contractors may modify or alter, including without limitation drill holes, cut panels and body or rewire, Buyer's tractor-trailers or vehicles. WebTech will not be responsible for, and makes no assurances regarding, the restoration of Buyer's tractor-trailers or vehicles to their unmodified or unaltered condition if the Products are removed from Buyer's tractor-trailers or vehicles.

3. Software License: WebTech hereby grants only to Buyer a non-transferable, non-exclusive right and license to use any software provided pursuant to this Agreement or contained in or embedded in any of the Products (collectively, the "Software"), solely in conjunction with such Products, in object code form only. Buyer may only transfer such Software together with, and as incorporated in, the Products with which it was originally delivered. Buyer receives no title or ownership rights to such Software. Except for the license granted in this Section, all right, title and interest in the Software shall remain the exclusive property of WebTech or its licensors. This Agreement does not give Buyer any right to reproduce the Software or any related documentation, and Buyer agrees that it shall not decompile, disassemble, compile or reverse engineer the Software or otherwise attempt to gain access to the Software source code.

4. Title and Delivery: WebTech shall deliver the Products to a common carrier for shipment within twenty-one (21) days of Buyer's placement of a purchase order for Products. Risk of loss shall pass to Buyer at the time the Products are delivered to such common carrier. WebTech shall not be liable for any delay in transportation of Products. In the event of any default by Buyer, WebTech may decline to make further shipments without in any way affecting its rights under this Agreement. WebTech will not be charged with any liability for delay or non-delivery of Products, when caused by any cause beyond the reasonable control of WebTech.

5. Acceptance: Buyer shall have fifteen days after delivery to inspect and to test each Product shipped by WebTech to Buyer. During such fifteen (15) day period, if buyer determines that any such Product fails to meet the specifications set forth in WebTech's documentation for the WebTech Product, the Buyer may reject such Product by notifying WebTech in writing of such rejection. Any

Product not rejected by the Buyer within the fifteen (15) day acceptance period under this Section shall be deemed accepted by the Buyer.

6. Limited Warranties by WebTech. WebTech warrants that for a period of twelve (12) months from the date of shipment to Buyer (the "Warranty Period"), all Products(s) furnished under the Agreement: (i) will be free from defects in materials and workmanship, and (ii) will substantially conform to the Specifications for such Products.

7. Warranty Procedures. Buyer will, within the Warranty Period, notify WebTech in writing or by facsimile of any Products containing defects covered by the limited warranties provide in Section 1, and will request a Returned Material Authorization ("RMA") number. WebTech will provide the RMA number in writing or by facsimile to Buyer promptly following receipt of the request. Promptly following its receipt of the RMA number, Buyer shall de-install and send such defective Products, freight and insurance prepaid by Buyer, to WebTech directly or, if requested by WebTech, to a repair facility designated by WebTech. Buyer shall ship Products in their original shipping containers or in containers which provide equivalent protections, and shall display the RMA number(s) on the outside of the container(s). WebTech reserves the right to refuse to accept any rejected Products that do not bear an RMA number on the outside of the container. If a defective Product is received by WebTech during the applicable warranty period, WebTech will, at its sole option and expense, repair or replace such Product using new and or used Products or materials to make such repair or replacement, and will ship the repaired or replaced Product to Buyer. WebTech shall pay the shipping charges back to buyer for properly returned Products; otherwise, Buyer shall be responsible for the return shipping charges. Buyer is responsible for de-installation and re-installation service fees, where applicable. This Section 2 states Buyer's sole remedy, and WebTech's sole liability, arising out of the limited warranties provided by WebTech in Section 1.

8. Limitations. The foregoing warranties do not extend to (i) nonconformities, defect or errors in the Products due to accident, abuse, misuse or negligent use of the Products or use in other than a normal and customary manner, environmental conditions not conforming to WebTech's instructions, or failure to follow prescribed operating maintenance procedures, (ii) defects, errors or nonconformities in the Products due to normal wear and tear, or (iv) damage caused by force of nature or act of any third party.

9. No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1, WEBTECH MAKES AND BUYER RECEIVED NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS OR ANY SERVICES AND PROVIDED HEREUNDER, AND WEBTECH SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability: WebTech SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR ON SEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF WEBTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST BUYER. WEBTECH'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PRICE PAID BY BUYER FOR SUCH PRODUCT.

11. Buyer acknowledgements: Buyer acknowledges that (i) data collected by the Products while out of coverage or without calling connectivity may not be



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stored and retrieved by Buyer when within coverage or calling connectivity is restored; (ii) data collected by the Products are not provided in real time and delays in receipt of data are normal; (iii) data will be stored on the WebTech server for 35 days, after 35 days the data will be archived and the customer will be charged for any data retrieval. (iv) Product antennae should have an unobstructed view of the sky; (v) the Products may not operate in enclosed spaces, in buildings, between tall buildings, underground or in canyons; (vi) although portions of the WebTech Products (including the WebTech service) are encrypted, WebTech Products (including the WebTech service) are capable of being intercepted without knowledge of or permission from WebTech by third parties; (vii) WebTech is not responsible for the terms, conditions or obligations arising from agreements between Buyer and any cellular network or airtime provider in connection with the Products or WebTech service; (viii) Buyer may not be able to cancel agreements between Buyer and its cellular network or airtime provider upon commercially reasonable terms or at all (ix) WebTech assumes no responsibility for improper storage of data or information or delivery of messages; and (x) Buyer assumes the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained from the WebTech website, even if Buyer has paid for or otherwise been provided virus protection services from WebTech. (xi) WebTech retains the rights to anonymous summary data analysis.

12. Coverage and Data Transmission: The Products and the WebTech service are dependent on the coverage and calling areas of cellular networks owned and operated by third parties. Coverage and calling areas are approximate and do not cover significant portions of North America. Actual coverage and operation of the Products depends on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, Buyer's equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond WebTech's reasonable control. WebTech will not be responsible for limits in coverage or performance degradation due to any such conditions. Buyer acknowledges that coverage and calling areas may be interrupted, halted, or curtailed or the quality of the transmission may be diminished at any time. The Products and the WebTech service are dependent upon the availability of the Internet, which is owned and operated by and accessed through third parties.

13. High Risk Activities: The Products and any modifications, alterations, additions or changes to the Products, are not fault tolerant and are not designed, manufactured or intended for use in life support, emergency, mission critical or other ultra-hazardous activities ("High Risk Activities"). WebTech specifically disclaims any express or implied warranty of fitness for such High Risk Activities. Buyer represents and warrants that it will not use, or permit to be used, the Products for such High Risk Activities, and Buyer agrees to fully indemnify and hold harmless WebTech for any damages or other losses resulting from such use.

14. Force Majeure: Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of WebTech shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of WebTech, including without limitation, failure of a GSM/GPRS or cellular network or the Internet network, strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

15. Technical Data: Buyer shall not without WebTech's prior written consent use, duplicate, or disclose any technical data, or any information on the construction of the Products delivered or disclosed by WebTech to buyer for any purposes other than for the installation, operation or maintenance of the Products.

16. Governing Law and Venue: This Agreement and performance by the parties hereunder shall be construed in accordance with the laws of the Province of British Columbia, Canada.

17. Assignment: Buyer shall not assign its order, this Agreement or any interest therein or any rights hereunder without the prior written consent of WebTech.

18. Headings: The headings used in this Agreement are for convenience only and no meaning shall be ascribed to such headings.

19. Entire Agreement: This Agreement between Buyer and WebTech in connection with the Products or parts thereof constitutes the entire agreement between WebTech and Buyer and supersedes all previous communications, representations and agreements, whether oral or written, between the Buyer and WebTech with respect to the subject matter hereof. This Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by Buyer and WebTech. The failure by WebTech to enforce at any time any of the provisions in this Agreement will in no way be construed as a waiver of such provisions.

20. BUYER ACKNOWLEDGES THAT, AS WITH ANY MAPS OR DRIVING DIRECTIONS, BUYER SHOULD ALWAYS RECHECK DIRECTIONS AND DRIVING CONDITIONS FOR ACCURACY AND CONFIRM THAT THE ROAD STILL EXISTS, BE AWARE OF CONSTRUCTION AND OTHER HAZARDS AND FOLLOW ALL SAFETY PRECAUTIONS AND LAW. THE PRODUCTS AND THE WEBTECH SERVICE ARE TO BE USED ONLY AS AN AID IN PLANNING.

21. THE BUYER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Data Logger with Visual/Audible Driver Alerts and without Engine Diagnostics #____																			
Manufacturer	Webtech Wireless																		
Model		WT7000 / MDT3100																	
CDMA Device Cost			2000			\$0													\$0
GPRS Device Cost			2000	\$1,203		\$1,203													\$2,406,000
Battery Cost			2000			\$0													\$0
Antenna Cost			2000			\$0													\$0
Car Charger Cost			2000			\$0													\$0
Kits/Sets/Outfits Cost			2000			\$0													\$0
Installation Cost			2000				\$175		\$175										\$350,000
DSP Cost (5-minute ping)			2000							\$13		\$13							\$25,980
Roaming Cost			2000												\$0				\$0
Browser client-server application			2000													\$39		\$39	\$78,000
Total																			\$2,859,980

Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.

DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.

Roaming Cost – Cost of Roaming if out of state.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Data Logger with Visual/Audible Driver Alerts and with Engine Diagnostics #_____																			
Manufacturer	Webtech Wireless																		
Model		WT7000 / MDT3100																	
CDMA Device Cost OBD-II			50			\$0													\$0
CDMA Device Cost J1708/J1930			50			\$0													\$0
GPRS Device Cost OBD-II			50	\$1,378		\$1,378													\$68,900
GPRS Device Cost J1708/J1930			50	\$1,228		\$1,228													\$61,400
Battery Cost			50			\$0													\$0
Antenna Cost			50			\$0													\$0
Car Charger Cost			50			\$0													\$0
Kits/Sets/Outfits Cost			50			\$0													\$0
Installation Cost			50				\$210		\$210										\$10,500
DSP Cost (5-minute ping)			50							\$13		\$13							\$650
Roaming Cost			50												\$0				\$0
ir client-server application			50													\$39		\$39	\$1,950
Total																			\$143,400

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.

DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.

Roaming Cost – Cost of Roaming if out of state.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost	
Data Logger # _____ without Engine Diagnostics																				
Manufacturer	Webtech Wireless																			
Model		WT7000																		
CDMA Device Cost			7000			\$0													\$0	
GPRS Device Cost			7000	\$324		\$324													\$2,268,000	
Battery Cost			7000			\$0													\$0	
Antenna Cost			7000			\$0													\$0	
Car Charger Cost			7000			\$0													\$0	
Kits/Sets/Outfits Cost			7000			\$0													\$0	
Installation Cost			7000				\$100		\$100										\$700,000	
DSP Cost (5-minute ping)			7000							\$6		\$6							\$41,930	
Roaming Cost			7000												\$0				\$0	
Browser client-server application			7000													\$18		\$18	\$126,000	
																			Total	\$3,135,930

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.

DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.

Roaming Cost – Cost of Roaming if out of state.

Product ↴ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Data Logger # ____ with Engine Diagnostics																			
Manufacturer	Webtech Wireless																		
Model		WT7000																	
CDMA Device Cost OBD-II			500			\$0													\$0
CDMA Device Cost J1708/J1930			500			\$0													\$0
GPRS Device Cost OBD-II			500	\$499		\$499													\$249,500
GPRS Device Cost J1708/J1930			500	\$349		\$349													\$174,500
Battery Cost			500			\$0													\$0
Antenna Cost			500			\$0													\$0
Car Charger Cost			500			\$0													\$0
Kits/Sets/Outfits Cost			500			\$0													\$0
Installation Cost			500				\$135		\$135										\$67,500
DSP Cost (5-minute ping)			500							\$8		\$8							\$3,995
Roaming Cost			500												\$0				\$0
Browser client-server application			500													\$20		\$20	\$10,000
Total																			\$505,495

Basic Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.

DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.

Roaming Cost – Cost of Roaming if out of state.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Employee Tracker (key fob) # ____ with Panic Feature																			
Manufacturer	Webtech Wireless																		
Model		WT7000																	
CDMA Device Cost			50			\$0													\$0
GPRS Device Cost			50	\$454		\$454													\$22,700
Battery Cost			50			\$0													\$0
Antenna Cost			50			\$0													\$0
Car Charger Cost			50			\$0													\$0
Kits/Sets/Outfits Cost			50			\$0													\$0
Installation Cost			50				\$185		\$185										\$9,250
DSP Cost (5-minute ping)			50							\$8		\$8							\$400
Roaming Cost			50												\$0				\$0
Browser client-server application			50													\$20		\$20	\$1,000
Total																			\$33,350

Basic Package -- Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 12 pings per hour or unlimited data transmission for ancillary equipment.
 Roaming Cost -- Cost of Roaming if out of state.

Product ↓ Service →	Manufacturer	Model	Estimated Device Requirement	Device Cost	Device Discount	Net Device Cost	Installation Cost	Installation Discount	Net Installation Cost	Data Transmission Service Plan Cost (5-minute ping rate)	Data Transmission Service Plan Discount (5-minute ping rate)	Net Data Transmission Service Plan Cost (5-minute ping rate)	DSP Roaming Cost	DSP Roaming Discount	Net DSP Roaming Cost	Browser Client-Server Application Cost	Browser Client-Server Application Discount	Net Browser Client-Server Application Cost	Total Cost
Asset Tracker # ____ without Panic Feature																			
Manufacturer	Webtech Wireless																		
Model		WT2100/2110																	
CDMA Device Cost			50			\$0													\$0
GPRS Device Cost			50	\$218		\$218													\$10,900
Battery Cost			50			\$0													\$0
Antenna Cost			50			\$0													\$0
Car Charger Cost			50			\$0													\$0
Kits/Sets/Outfits Cost			50			\$0													\$0
Installation Cost			50				\$75		\$75										\$3,750
DSP Cost (5-minute ping)			50							\$6		\$6							\$300
Roaming Cost			50												\$0				\$0
Browser client-server application			50													\$9		\$9	\$450
Total																			\$15,400

* Package – Device (asset tracker, employee tracker, data logger with engine diagnostics, data logger without engine diagnostics, data logger with visual/audible alerts and engine diagnostics, data logger with visual/audible alerts without engine diagnostics, data logger with video capture and engine diagnostics, data logger with video capture without engine diagnostics) and user manual.
 DSP – 12 pings per hour or unlimited data transmission for ancillary equipment.
 Roaming Cost – Cost of Roaming if out of state.